

PROFESSIONAL SERVICE CONTRACT TRANSMITTAL RECORD

APPROVED
DEC 09 2014

CONTRACT PO NUMBER
C.P.O.# 2897615

Insurance Requirement

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

TYPE OF CONTRACT: (Check One) <input type="checkbox"/> CONSTRUCTION/DEMOLITION <input type="checkbox"/> LEASE <input type="checkbox"/> DEED <input checked="" type="checkbox"/> PROFESSIONAL SERVICES		DEPARTMENT HEAD'S SIGNATURE 	DEPARTMENT POLICE
FUNDING SOURCE (Percent) FEDERAL 100% STATE % CITY %		DEPARTMENT CONTACT PERSON TINA TOLLIVER	PHONE NO. 596-1922
CONTRACTOR'S NAME: WAYNE STATE UNIVERSITY		DATE PREPARED 06-26-14	
CONTRACTOR'S ADDRESS: 5057 WOODWARD AVE., 13 TH FLOOR, DETROIT, MI. 48202		AMOUNT <input type="checkbox"/> ENGINEER'S ESTIMATE \$ <input checked="" type="checkbox"/> CONTRACT <input type="checkbox"/> CHANGE \$24,966	
PHONE NO. (313) 577-2291		<input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL	
FEDERAL EMPLOYER/SOCIAL SECURITY NUMBER: 38-6028429		MINORITY FIRM <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
PURPOSE OF CONTRACT: 2013 U.S. DEPARTMENT OF JUSTICE COPS COMMUNITY POLICING MICRO-GRANT (URBAN SAFETY BIKE WATCH PROGRAM PARTNERSHIP WITH WAYNE STATE UNIVERSITY)			
<p>APPROVED</p> <p>3601-372660-000175-617900-13222-000000-A1070</p> <p>APPROVED</p>			

TIME & DATE IN AUG 27 2014	APPROVER MUST ALSO MAKE APPROPRIATE NOTES IN ORACLE PURCHASE ORDER	TIME & DATE IN AUG 27 2014
<p>REQUESTING DEPARTMENT OFFICE OF THE CHIEF BUDGET OPERATIONS</p> <p><i>[Signature]</i></p>	<p>AUTHORIZED DEPARTMENT REPRESENTATIVE</p> <p><i>[Signature]</i></p>	<p>14 OCT 10 PM 2:04</p>
<p>BUDGET</p> <p><input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL</p>	<p>BUDGET DIRECTOR OR DEPUTY</p> <p><i>[Signature]</i></p>	<p>OCT 08 2014</p>
<p>GRANT MANAGEMENT SECTION</p> <p><input type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL</p>	<p>GRANT ACCOUNTANT</p>	
<p>FINANCE DEPARTMENT</p> <p><input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL</p>	<p>FINANCE DIRECTOR OR DEPUTY</p> <p><i>[Signature]</i></p>	<p>10/8/14</p>
<p>LAW DEPARTMENT</p> <p><input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL</p>	<p>CORPORATION COUNSEL</p>	<p>10/10/14</p>
<p>PURCHASING DIVISION</p>	<p>PURCHASING DIRECTOR</p> <p><i>[Signature]</i></p>	
CITY COUNCIL APPROVAL JCC REFERENCE: PAGE _____ DATE _____		

DEC 09 2014

CONTRACT #

DEPARTMENT Police

[] **WAIVER**

AGENDA DATE _____

CONTRACT SYNOPSIS

CONTRACTOR NAME: Wayne State University

CONTRACTOR

ADDRESS:

5057 Woodward Ave., 13th Floor
Detroit, Michigan 48202

**WHAT FORM OF
COMPETITION DID THE
DEPARTMENT ENGAGE
IN TO OBTAIN THIS
PROFESSIONAL SERVICE
CONTRACT:**

Request For Proposal (RFP) # _____

Request For Quotes (RFQ) # _____

Request For Qualifications (RFQQ) # _____

If there was no competition obtained, explain why:

PROJECT:

TYPE OF FUNDING:

AND%:

CONTRACT AMOUNT: \$24,966.00

CONTRACT PERIOD: March 1, 2014 through February 28, 2016

ADVANCE PAYMENT: _____

BRIEF DESCRIPTION: The 2013 U.S. Department of Justice COPS Community Policing Micro-grant – Urban Safety Bike Watch Program.

REASON FOR DELAY: Waiting for the Grant to be approved by City Council.

BIDDER'S INCOME TAX CLEARANCE

A. Submit To: CITY OF DETROIT INCOME TAX DIVISION ROOM 512 CITY-COUNTY BLDG DETROIT, MI 48226 TELEPHONE: (313) 224-3328 FAX: (313) 224-4588	From: FAX # 596-6817 NAME <u>Officer Otis Milhouse</u> DEPARTMENT <u>Police Department</u> ADDRESS <u>1300 Beaubien, Room</u> CITY <u>Detroit</u> STATE <u>MI.</u> ZIP <u>48226</u> PHONE NUMBER <u>596-1945</u> FAX NUMBER <u>596-2800</u>
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B. NAME OF CONTRACTOR (Full Name) WAYNE STATE UNIVERSITY SPONSORED PROGRAMS ADMINISTRATION	PHONE NUMBER <u>(313) 577-0192</u> FAX NUMBER <u>(313) 577-5055</u>
--	--

Check One: Individual Corporation Partnership

ADDRESS <u>5057 Woodward Ave., 13th Floor</u>	CITY <u>Detroit</u>	STATE <u>MI</u>	ZIP CODE <u>48202</u>
EMPLOYER IDENTIFICATION OR SOCIAL SECURITY NUMBER <u>38-6028429</u>	SPOUSE'S SOCIAL SECURITY NUMBER _____		

Note: To expedite the approval process, submit the Bidder's Income Tax Clearance request to Income Tax after the receipt of the bid solicitation packet. The request will be accepted without the BID AMOUNT and the CONTRACT NUMBER.

NATURE OF CONTRACT: <u>Detroit Police Department</u> <u>COMPSTAT Technical Assistance</u> CONTRACT NUMBER: _____	BID/CONTRACT AMOUNT: LABOR: \$ 125,000.00 MATERIAL: \$ _____
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C. ALL QUESTIONS MUST BE ANSWERED TO EXPEDITE APPROVAL PROCESS. ANY QUESTION NOT ANSWERED MAY RESULT IN A DENIAL OF INCOME TAX CLEARANCE.

INDIVIDUALS ANSWER QUESTIONS 1, 2, 3, 4.

1. Has contractor filed joint returns with spouse during last five (5) years? (If yes, include Spouse's SSN above) Yes No
2. Is contractor a student, claimed as a dependent on someone else's tax return? Yes No
3. Was contractor employed during last five (5) years? Yes No
4. Was contractor a resident of Detroit during last five (5) years? Yes No

CORPORATIONS AND PARTNERSHIPS ANSWER QUESTIONS 5, 6, 7.

5. Is contractor a new business in Detroit? If yes, attach Employer Registration, Form-SS4. Yes No
6. Does contractor have employees? Yes No
7. Does contractor use sub-contractors or independent contractors? Yes No

D. FOR INCOME TAX USE ONLY

Has the contractor complied with provisions of City of Detroit Ordinance 2009-11?

Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Signature <u>SR. INCOME TAX INVESTIGATOR</u>	Date <u>FEB 24 2014</u>	Expires <u>FEB 24 2015</u>
Yes <input type="checkbox"/>	No <input type="checkbox"/>	Signature _____	Date _____	Expires _____
Yes <input type="checkbox"/>	No <input type="checkbox"/>	Signature _____	Date _____	Expires _____
Yes <input type="checkbox"/>	No <input type="checkbox"/>	Signature _____	Date _____	Expires _____
Yes <input type="checkbox"/>	No <input type="checkbox"/>	Signature _____	Date _____	Expires _____

PURCHASING DIVISION VENDOR CLEARANCE REQUEST

Submit to: Revenue Collections
Purchasing Vendor
1012 Coleman A. Young Municipal Center
Detroit, MI 48226
(313) 224 - 4087 (Telephone)
(313) 224 - 4238 (Fax)

O. MILHOUSE Fax # 596-6817

REVENUE COLLECTIONS
APPROVED
CONTRACT CLEARANCES

Nature of Contract _____
Contract Amount _____

Business Type: () Corp () Partnership () Sole Proprietorship () Personal Services

Business Name WAYNE STATE UNIVERSITY

Business Address 5057 WOODWARD AVE., 13TH FLOOR
DETROIT, MI 48202

Ward/Item # _____

F.I.D. NO. 38-6028429

City Personal Property I.D. # _____

Owner(s) Name _____

Owner(s) SS# _____

Contact Person _____

Phone Number _____

Fax Number _____

Owner(s) Home Address _____ () Lease () Own

Please do not write below this line for department use only.

Real Property Special Assessment Personal Property Other Receivable

() Denied () Denied () Denied () Denied
 Approved Approved Approved Approved

Comments: _____

Please mail, fax or drop off this Vendor Request Form to the Revenue Collection Unit at the address indicated above. You will be responsible for keeping the clearance and submitting a photocopy to Purchasing with your bid package.

Chanelle M. Ford
Signature (City of Detroit)

9-25-2014
Date

JAN 17 2015

Expiration Date

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

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

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

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

RFQ / PO No. _____

Printed Name of Contractor: WAYNE STATE UNIVERSITY
(Type or Print Legibly)

Contractor Address: Detroit, Michigan, 48202
(City) (State) (Zip)

Contractor Phone/E-mail: (313) 577-3726 / pyuhas@wayne.edu
(Phone) (E-mail)

Printed Name & Title of Authorized Representative: Patty Yuhas Kieleszewski
Associate Director, Contract Administration

Signature of Authorized Representative: *Patty Kieleszewski*

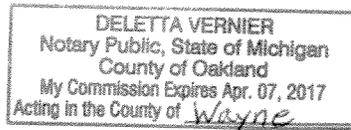
Date: 3/12/14

*** This document MUST be notarized ***

Signature of Notary: *Deletta Vernier*

Printed Name of Seal of Notary: Deletta Vernier

My Commission Expires: 04 / 07 / 2017



For Office Use Only:

Cov. Rec'd: ___ / ___ / ___ in

Department Name: Police

Accepted by: O. MILHOUSE

Rejected by: _____

Please email or fax Covenant and RFX to Director of Human Rights Department (926 CAYMC) at HumanRightsCL@detroitmi.gov or fax (313) 224-3434.

This endorsement modifies coverage provided under the following:

M.U.S.I.C. GENERAL LIABILITY COVERAGE CONTRACT

Effective July 1, 2014

**COVERAGE FOR PERSON, ENTITY OR ORGANIZATION (COVERED PARTY)
UNDER A COVERED CONTRACT**

A. Coverage

SECTION II - WHO IS COVERED is amended to include any person, entity or organization (hereinafter referred to as a **Covered party**) for **Bodily Injury, Personal injury, Advertising injury** or **Property damage** covered under this General Liability Coverage Contract that occurs during the Coverage Period but only with respect to a **Covered contract** and only where you have agreed in writing to include the **Covered contract** and **Covered party** for such coverage. Coverage by this endorsement to the **Covered party** is limited to:

1. Liability arising out of a covered **Occurrence** that is caused, in whole or in part by you or on your behalf by your agents or subcontractors; and
2. The extent of coverage and Limits of Liability as stipulated in the **Covered contract**. However, such coverage and limits shall not increase our Limits of Liability as stated in Section III – LIMITS OF LIABILITY or alter any of the terms of coverage stated in this General Liability Coverage Contract. Further, our payment obligation shall not exceed the lesser of:
 - a. The Limits of Liability stated in SECTION III – LIMITS OF LIABILITY and as shown in the Declarations; or
 - b. The limits(s) of coverage stipulated in the **Covered contract** applicable to general liability coverage.

The **Covered contract** must be effective and executed prior to a covered **Occurrence**.

B. Exclusions

The following exclusions apply to this endorsement and are in addition to those exclusions stated in the General Liability Coverage Contract or as amended by endorsement:

1. This insurance does not apply to **Bodily Injury, Personal injury, Advertising injury** or **Property damage** arising out of, resulting from, caused by or contributed to by:
 - a. Sole negligence by the **Covered party** or anyone else acting on the **Covered party's** behalf.
 - b. An **Occurrence** which takes place after the cancellation date of the General Liability Coverage Contract or cancellation date of this endorsement, or by termination or ending by either party of the **Covered contract**, whichever occurs first.

C. Limits of Liability Application

Any payment obligation by us under this endorsement involving a **Covered contract** that is a result of a covered **Occurrence** taking place during the coverage period will be subject initially to the **Annual Aggregate Loss Retentions** shown in the Declarations and also subject to the applicable limits of liability set forth in paragraph **A.2 (Coverage)** of this endorsement. Nothing in this endorsement creates any additional, supplemental or separate limits of liability under this General Liability Coverage Contract.

D. Conditions

The following conditions apply to this endorsement and are in addition to those conditions stated in the General Liability Coverage Contract or as amended by endorsement.

1. If we cancel the General Liability Coverage Contract (including this endorsement) or only cancel this endorsement prior to the General Liability Coverage Contract's expiration date and where specifically stipulated in the approved **Covered contract**, we agree to provide the **Covered party** to the **Covered contract** advance written notice of such cancellation based on the number of days specified therein.
2. The coverage provided by this endorsement is primary to, and on a non-contributory basis with, any other available coverage to the **Covered party**.
3. The **Covered party** must give us prompt written notice of an **Occurrence** involving the **Covered contract** that may result in a claim or **Suit**. Any ensuing claim or **Suit** must include and be brought against both the **Covered party** and us. We will have the right and duty to conduct and control the legal defense for the **Covered party** named in the claim or **Suit**. Our defense of and any payment obligations for a claim or **Suit** will be subject to the terms and conditions set forth in General Liability Coverage Contract or as amended by endorsement.
4. The **Covered party** must cooperate with us during the handling of the potential claim, claim or **Suit** involving a **Covered contract**.
5. You must retain a written copy of the **Covered contract**.

**MICHIGAN CERTIFICATE OF
SPECIFIC/AGGREGATE EXCESS INSURANCE**

TO: Michigan Department of Labor & Economic Growth
Worker's Compensation Agency
Self-Insured Programs
State Secondary Complex, General Office Building
7150 Harris Drive (48913)
P.O. Box 30016
Lansing, MI 48909

This certifies that a workers' compensation excess insurance policy has been issued to the employers named below and the filing of this certificate is confirmation that the excess policy identified below is effective on the date stated, that the policy form is approved for use in Michigan by the Insurance Commissioner and complies with all requirements in the Michigan Workers' Disability Compensation Act of 1969 and Administrative Rule 408.43k. Cancellation or intent to not renew the policy by the insurer or insured must be by certified or registered mail and sent to the Bureau of Workers' Disability Compensation not less than 60 days prior to the cancellation or nonrenewal.

Name of Insured Employers: Board of Governors of Wayne State University
Wayne State University
(List all self-insured employers, attach additional page if necessary)

Name of Insurer State National Insurance Company
c/o US Specialty Underwriters

Address 6140 PARKLAND BLVD., #300, MAYFIELD HEIGHTS, OH 44124

Policy Number NDE-0812638-13 Effective Date October 1, 2013

TERMS OF COVERAGE

Specific Excess

Policy Limit STATUTORY

Retention \$1,200,000

Policy Term 10/1/2013 to 10/1/2014
(Years)

Aggregate Excess

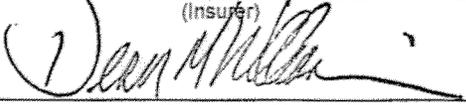
Policy Limit N/A

Retention Percentage N/A

Minimum Retention N/A

Estimated Retention N/A

Policy Term _____
(Years)

State National Insurance Company
(Insurer)

(Authorized Signature)

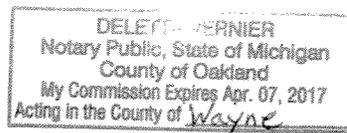
CITY OF DETROIT
SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE AFFIDAVIT

1. Name of Contractor: WAYNE STATE UNIVERSITY
2. Address of Contractor: 5057 Woodward Ave., 13th Floor
Detroit, MI 48202
3. Name of Predecessor Entities (if any): _____
4. Prior Affidavit submission? No Yes, on: _____
(Date of prior submission)
If "No", complete Items 5 and 6.
If "Yes", list date of prior submission above, go to Item 6 and execute this Affidavit.
5. Contractor was established in 1868 (year) and did not exist during the slavery era in the United States, is not a successor in interest to any entity that existed during such time, and therefore has no relevant records to search, or any pertinent information to disclose.
- ____ Contractor has searched their records and those of any predecessor entity, and has found no records that they or any predecessor(s) made any investments in, or derived profits from the slave industry or from slave holder insurance policies.
- ____ Contractor has found records that they or their predecessor(s) made investments in, or derived profits from, the slave industry or slave holder insurance policies. The nature of the investment, profits, or insurance policies, including the names of any slaves or slave holders, is disclosed in the attached document(s).
6. I declare that the representations made in this Affidavit are accurate to the best of my knowledge and are based upon a diligent search of records in the Contractor's possession or knowledge. All documentation attached to this Affidavit reflects full disclosure of all records that are required to be disclosed to the City of Detroit. I also acknowledge that any failure to conduct a diligent search, or to make a full and complete disclosure, shall render this contract voidable by the City of Detroit.

Patty Yuhas Kieleszewski (Printed Name) Associate Director (Title)

Pppl Kieleszewski (Signature) 3/12/14 (Date)

Subscribed and sworn to before me
this 12 day of March
DeLotta Vernier
Notary Public, _____ County, Michigan
My Commission expires: 4/7/2017





CITY OF DETROIT
FINANCE DEPARTMENT
PURCHASING DIVISION

1008 COLEMAN A. YOUNG
MUNICIPAL CENTER
DETROIT, MICHIGAN 48226
PHONE 313 • 224 • 4600
FAX 313 • 628 • 1160

Date: October 13, 2014
To: Tina Tolliver
From: Zenola Holland
Purchasing Division
RE: **Contract Number #2897615 – Wayne State University**

The Purchasing Division has received the contract indicated above. It is the department's responsibility to ensure that all documents (clearances, insurance, etc.) are provided to the Purchasing Division. However, the following documentation must be provided before this contract can be submitted to City Council:

- Signed City Council Review Checklist**
- Bid Tabulations or Evaluation Score Sheet (Must Have To Justify Competitive Bidding)**
- Revenue/Property Tax Clearance
- Income Tax Clearance
- Human Rights Affidavit
- Insurance Certificate—Needs City of Detroit added as additional insured
- Hiring Compliance Affidavit and Employment Application (without reference to questions regarding a felony)**
- Slavery Era Affidavit
- Other—**Returned to the Department—Contract Incomplete**

IT IS THE PURCHASING DIVISION'S POLICY TO RETURN ALL CONTRACTS THAT ARE INCOMPLETE.

If you have any further questions, please do not hesitate to contact me. I can be reached at 224-9235. Thank you, in advance, for your cooperation.

cc: Boysie Jackson, Chief Procurement Officer
File

01/11/12

City Council Contract Agenda Items Review Checklist

Reviewer: _____ Date Received: _____

Date: November, 4 2014 Department: Police Division: Grants and Contracts
Dept Head/Contact Person: Tina Tolliver Phone No.: 313-596-1922

Description: Police Department Bike Watch Contract No.: _____ PO Type: Professional Services #2897615 Est. Value: \$24,966.00

Contract Term (if applicable): one year upon council's approval

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

Recommended Supplier: Wayne State University Required Date: expires one year upon council's approval

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

If "Yes" please explain why: Bike watch for targeted areas.

Consequence of not buying: N/A

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

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

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

4. Were savings achieved?
 Yes Amount \$ _____ No
Were additional savings requested? Yes No

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

6. The business being awarded is RENEWAL OF EXISTING CONTRACT
If #6 is a renewal provide justification for renewal: Amendment #2
If #6 is an increase/decrease does this represent:

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

01/11/12

7. Is this good/service used by other departments? Yes No
If "yes" can this req/par be combined other department requirements.? Yes No
8. Is this a service that can be performed by City employees? Yes No
Is this a service that City employees can be trained to do? Yes No
-

NOTES:

PLACE ON CITY COUNCIL AGENDA

REJECT AND NOTIFY DEPARTMENT DIRECTOR:

SIGNED: 

DATE: 11 04-14

INFORMATION PROVIDED BY: Otis Milhouse

TITLE: Police

PHONE NO. 596-1922

PROFESSIONAL SERVICES CONTRACT

BETWEEN

CITY OF DETROIT, MICHIGAN

AND

WAYNE STATE UNIVERSITY

CONTRACT NO.

CONTRACT PROVISIONS

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CITY OF DETROIT

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is entered into by and between the City of Detroit, a Municipal Corporation, organized under laws of the State of Michigan, acting by and through its Police Department and **WAYNE STATE UNIVERSITY**, a Public University of the State of Michigan, with an office located at 5057 Woodward Ave., 13th Floor, Detroit, MI. 40202.

WITNESSETH:

WHEREAS, the *City* desires to engage the *Contractor* to render certain technical and/or professional services, hereinafter called the "*Services*" as set forth in this document and *Exhibits*, which are incorporated by reference herein; and

WHEREAS, the *City* in engaging the *Contractor* as named herein, desires to provide for the efficient and orderly performance of the designated *Services*; and

WHEREAS, the *Contractor* represents that it is authorized and prepared to provide the qualified professional personnel with the necessary skills to perform the *Services* as herein stated in a manner which is responsive to the *City's* needs in all respects; and

WHEREAS, the *City* for the benefit of the public has selected the *Contractor* to carry out the objectives of this *Contract* as described herein; and

WHEREAS, the further objectives of this *Contract* are set forth in *Exhibit A* of this *Contract*.

WHEREAS, other related services may be provided in support of the *Services* by the *Contractor*.

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

1. DEFINITIONS

1.01

The following words and expressions or pronouns used in their stead shall wherever they appear in this *Contract*, be construed as follows:

"*Additional Services*" shall mean any *Services* in addition to those set out in *Exhibit A* which are related to fulfilling the objectives herein stated, are not contained in the original *Services* as designated in this *Contract* or any *Exhibit* thereto, and are agreed upon by the parties by written *Amendment*.

"*Amendment*" shall mean any and all modifications or changes in this *Contract* that have been mutually agreed upon by the *City* and the *Contractor* in writing, approved by the *City Council* and incorporated herein.

"*Associates*" shall mean in reference to the *Contractor*, its personnel, employees, consultants, subcontractors, agents, parent company, or any entities associated, affiliated, or subsidiary to the *Contractor*, now existing or hereinafter created, their agents and employees.

"*City*" shall mean the City of Detroit, a municipal corporation, acting through the office or Department named in the *Contract* as contracting for the *Services* herein on behalf of the *City*.

"*City Council*" shall mean the legislative body of the City of Detroit.

"*Contract*" shall mean each of the various provisions and parts of this document including all *Exhibits* and *Amendments* as set forth herein. It shall denote a contract executed and approved by the appropriate *City* Departments or offices and by the *City Council*.

"*Contractor*" shall mean the contracting party hereto, whether incorporated as a firm or individual, or whether a partnership or any combination thereof, and its heirs or successors, personnel, representatives, executors, administrators and assigns.

"*Exhibit A*" shall include the Scope of *Services* and all pertinent data relating to performance of the *Services*.

"*Exhibit B*" shall include the method of payment for the *Contract*, hourly rates, if any, and all the reimbursable expenses allowable, if any, to be paid to the *Contractor* in the performance of the *Services* set forth in this *Contract*.

"*Exhibit C*" shall include the Detroit Living Wage Ordinance and the *Contractor's* certification of compliance therewith.

"Records" shall mean all books, ledgers, journals, accounts, documents, records and all other collected data wherein are kept all entries reflecting the performance of the objectives and related *Services* in this *Contract*.

"Reimbursable Expenses" shall mean any additional costs, including, but not limited to, travel, reproduction, out-of-pocket expenditures and all approved *Contractor* costs of whatever kind or nature incurred by the *Contractor* in its performance of the *Services* herein as provided for in *Exhibit B*.

"Services" shall mean all work that is expressly set forth in the Scope of *Services* included in *Exhibit A* or impliedly required to be performed by the *Contractor* in order to achieve the objectives of this *Contract*.

"Subcontractor" shall mean any person, firm or corporation, other than employees of the *Contractor*, who or which contracts with the *Contractor*, directly or indirectly, to perform in part or assist the *Contractor* in achieving the objectives of this *Contract*.

"Unauthorized Acts" shall mean any acts by a *City* employee, agent or representative that are not contained herein and were never approved by *City Council* as part of this *Contract*.

"Work Product" shall include all finished or unfinished original documents or copies, (when originals are unavailable) of data studies, briefs, drawings, maps, models, photographs, files, records, computer printouts, estimates, memoranda, computations, papers, supplies, notes, recordings, videotapes, and other materials prepared by the *Contractor* under this *Contract*.

2. ENGAGEMENT OF CONTRACTOR

- 2.01 The *City* hereby engages the *Contractor* and the *Contractor* hereby agrees to faithfully and diligently perform the *Services* hereinafter set forth in *Exhibit A*, in accordance with the terms and conditions contained in this *Contract*.
- 2.02 The *Contractor* shall perform in a satisfactory manner as shall be determined within the sole and reasonable discretion of the *City*. In the event that there shall be any dispute between the parties with regard to the extent, character and progress of the *Services* to be performed or the quality of performance under this *Contract*, the interpretation and determination of the *City* shall govern.
- 2.03 The *Contractor* shall confer as necessary and cooperate with the *City* in order that the work may proceed in an efficient and satisfactory manner. The *Services* are deemed to include all conferences, consultations and public hearings or appearances deemed necessary by the *City* to ensure that the *Contractor* will be able to properly and fully perform the objectives as set forth in this *Contract*.

2.04 All *Services* are subject to review and approval of the *City* for completeness and fulfillment of the requirements of this *Contract*. Neither the *City's* review, approval or payment for any of the *Services* shall be construed to operate as a waiver of any rights under this *Contract*, and the *Contractor* shall be and will remain liable in accordance with the applicable law for all damages to the *City* caused by the *Contractor's* negligent performance or nonperformance of any of the *Services* furnished under this *Contract*.

2.05 The *Services* shall be performed as set forth in *Exhibit A* herein, or at such other locations as are deemed appropriate by the *City* and the *Contractor* for the proper performance of the *Services*.

3. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

3.01 To induce the *City* to enter into the *Contract*, the *Contractor* represents and warrants that the *Contractor* is authorized to do business under the laws of the State of Michigan and is duly qualified to perform the *Services* as set forth in the *Contract*. The execution of this *Contract* is within the *Contractor's* authorized powers, and is not in contravention of federal, state or local law.

3.02 *Contractor* further represents and warrants:

- (a) that all software, codes, programs, hardware, embedded chips, data, memory, and all computer-related components and systems are items collectively referred to in this *Contract* as technology. The term technology as used throughout this *Contract* shall be construed in a manner most favorable to the *City* and may include one or more items collectively referred to in this Section 3.02 (a).
- (b) that all technology provided to the *City* under this *Contract* shall perform according to the specifications and representations described in *Exhibit A* and any other information, including any manuals, provided by *Contractor* to *City*;
- (c) that it shall correct all errors in the technology provided under this *Contract* so that such technology will perform according to *Contractor's* published specifications;
- (d) that it has the full right and power to grant the *City* a license to use the technology provided as a result of this *Contract*;
- (e) that any technology provided by *Contractor* under this *Contract* is free of disabling code. Disabling code means any software, programs or routines specifically and intentionally designed to cause such technology to be destroyed or damaged, or otherwise made inoperable.

in the course of the authorized use of the technology, or that provide unauthorized access to the *City's* technology;

- (f) that any technology containing computer code and provided under this *Contract* is free of known, or reasonably discoverable, computer viruses. Computer viruses means a computer program, code or set of instructions that is not designed to be a part of the deliverable and that, when inserted into the computer's memory; (i) duplicates all or part of itself without specific user instructions to do so; or (ii) erases, alters or renders unusable any technology with or without specific computer instructions; and
- (g) that all technology shall be delivered new in original manufacturer's packaging and shall be fully warranted for repair or replacement during the term of this *Contract* and any extensions thereto.

4. CONTRACT EFFECTIVE DATE AND TIME OF PERFORMANCE

4.01 The award of this *Contract* to the *Contractor* shall not become effective until:

- (a) the *Contract* has been approved by the required *City* departments;
- (b) the award of the *Contract* has been authorized by resolution of the *City Council*;
- (c) the *Contract* has been signed by the *City's* Purchasing Director.

4.02 Prior to such approvals, the *Contractor* will have no authority to begin work on this *Contract*. The Finance Director shall not authorize any payments to the *Contractor* prior to such award and approvals, nor shall the *City* incur any liability to reimburse the *Contractor* regarding any expenditure for the purchase of materials or the payment for *Services*.

4.03 The *City* and the *Contractor* agree that commencement and duration of performance shall be determined as set forth in *Exhibit A*.

5. DATA TO BE FURNISHED CONTRACTOR

5.01 Copies of all information reports, records, and data as are existing, available, and deemed necessary by the *City* for the performance of the *Services* shall be furnished to the *Contractor* upon the *Contractor's* request. With the prior approval of the *City*, the *Contractor* will be permitted access to *City* offices during the regular business hours to obtain any necessary data. In addition, the *City* will schedule appropriate conferences at convenient times with key administrative personnel of the *City* for the purpose of gathering such data.

6. PERSONNEL & CONTRACT ADMINISTRATION

- 6.01 The *Contractor* represents that it has or will, at its own expense, obtain all personnel and equipment required to perform the *Services*. It warrants that all such personnel are qualified and possess the requisite licenses or other such legal qualifications to do the services assigned. If requested, the *Contractor* shall supply a résumé of the managerial staff, or consultants it proposes to assign to this *Contract*, as well as a dossier on the *Contractor's* professional activities and major undertakings.
- 6.02 The *City* may interview the *Contractor's* managerial staff and/or other employees assigned to this *Contract*. The *Contractor* shall not utilize any managerial staff and/or other employees to whom the *City* objects and shall replace those rejected in an expedient manner. The *Contractor* shall not substitute any of its personnel working on this *Contract* without the prior written consent of the *City*.
- 6.03 When the *City* deems it reasonable to do so, the *City* may assign qualified *City* employees or others to work with the *Contractor* to complete the *Services*. Nonetheless, it is expressly understood and agreed by the parties hereto that the *Contractor* shall remain ultimately responsible to the *City* for the proper completion of the *Services*.
- 6.04 The relationship of *Contractor* to the *City* is and shall continue to be that of an independent contractor and no liability or benefits, such as workers' compensation, pension rights or liabilities, insurance rights or liabilities, or other provisions or liabilities arising out of or related to a contract for hire or employer/employee relationship, shall arise or accrue to either party or either party's agent, *Subcontractor* or employee as a result of the performance of this *Contract*. No relationship other than that of independent contractor shall be implied between the parties, or either party's agent, employee or *Subcontractor*. The *Contractor* agrees to hold the *City* harmless from any such claims, by it or its *Associates*, and any costs or expenses related thereto, including, but not limited to, legal fees and defense costs.
- 6.05 For all purposes, *City* employees will remain employees of the *City* and the *Contractor's* employees will remain employees of the *Contractor*. The *Contractor* is being retained by the *City* as an independent contractor to provide *Services* to the *City*, and is not being retained in any capacity as a joint enterprise or venturer with the *City*.
- 6.06 The *Contractor* warrants and represents that all persons assigned to the performance of this *Contract* shall be regular employees or independent contractors of the *Contractor*, unless otherwise authorized by the *City*. The *Contractor's* employees' daily working hours while working in or about a *City* of Detroit facility shall be the

same as those worked by *City* employees working in the facility, unless otherwise directed by the *City*.

6.07 The *Contractor* shall comply with and shall require its *Associates* to comply with all security regulations and procedures in effect on the *City's* premises.

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

The individual responsible for accepting performance under this *Contract* and from whom payment should be requested is:

Tina Tolliver
2nd Deputy Chief
1301 Beaubien 6th Floor
Detroit, Michigan 48226
(313) 596-1922
(313) 596-6816

7. COMPENSATION

7.01 Compensation for *Services* provided shall not exceed the amount of **Twenty Four Thousand Nine Hundred Sixty Six and 00/100Dollars (\$24,966.00)** inclusive of expenses which will be paid in the manner set forth in *Exhibit B* attached hereto. Unless the *Contract* is amended pursuant to Article 16, this amount shall be the entire compensation to which the *Contractor* is entitled for the performance of *Services* under this *Contract*.

7.02 The *Contractor* shall maintain full and complete *Records* reflecting all of its operations related to this *Contract*. The *Records* shall be kept in accordance with generally accepted accounting principles and maintained for a minimum of three (3) years from the *Contract* completion date.

7.03 The *City* and any government-grantor agency providing funding under this *Contract* shall have the right at any time without notice to examine and audit all *Records* and other supporting data of the *Contractor* as the *City* or any agency deems necessary.

(a) The *Contractor* shall make all *Records* available for examination during normal business hours at its Detroit offices, if any, or alternatively at its facility nearest Detroit. The *Contractor* shall make copies of all *Records* upon request. The *Contractor* agrees to allow representatives of the *City*, or of any government-grantor agency providing funds for the *Contract*, to make periodic inspections of the *Records*.

- (b) If in the course of such inspection the representative of the *City* or of another government-grantor agency should note any deficiencies in the performance of the *Contractor's* agreed-upon performance or record-keeping practices, such deficiencies will be promptly reported to the *Contractor* in writing. The *Contractor* agrees to promptly remedy and correct any such reported deficiencies within ten (10) days of notification.
- (c) Any audit exceptions for disallowed costs shall be repaid to the *City* by the *Contractor* within thirty (30) days of notification or may be setoff by the *City* against any funds due and owing the *Contractor* which are being held by the *City*; provided, however, that the *Contractor* shall remain liable for any remaining deficiencies.
- (d) Each party shall pay its own audit costs. However, if such audit exceptions for disallowed costs exceed three percent (3%) of the dollar amount of this *Contract*, the *Contractor* shall pay the *City's* audit costs.
- (e) Nothing contained herein shall be construed or permitted to operate as any restriction upon the power granted to the Auditor General by the *City* Charter to audit and allow all accounts chargeable against the *City*.

7.04

The *Contractor* agrees to include the covenants contained in Sections 7.02 and 7.03 in any contract it has with any *Subcontractor*, consultant or agent whose services will be charged directly or indirectly to the *City* or this *Contract*.

8. INDEMNITY

8.01

The *Contractor* agrees to hold the *City* harmless against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including without limitation, fees and expenses for attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the *City*, its departments, employees, officers, or agents by reason of any of the following occurring during the term of this *Contract*:

- (a) Any negligent or tortious act, error, or omission attributable in whole or in part to the *Contractor* or any of its *Associates*, now existing or hereafter created;
- (b) Any failure by the *Contractor* or any of its employees or *Associates* to perform its obligations either implied or expressed under this *Contract*;

8.02 The *Contractor* also agrees to hold the *City* harmless from any and all injury to the person or damage to the property of an employee of the *City* which arises out of the *Contractor's* performance of this *Contract*.

8.03 The *Contractor* shall examine all places where it will perform the *Services* in order to determine whether such places are safe for the performance of the *Services*. The *Contractor* undertakes and assumes all risk of dangerous conditions when not performing *Services* inside *City* offices. The *Contractor* also agrees to waive and release any claim or liability against the *City* for personal injury or property damage sustained by it or its *Associates* while performing under this *Contract* on premises which are not owned by the *City*.

8.04 In the event any action shall be brought against the *City* by reason of any claim covered hereunder, the *Contractor*, upon notice from the *City*, will at its sole cost and expense defend the same.

8.05 The *Contractor* agrees that it is the *Contractor's* responsibility and not the responsibility of the *City* to safeguard the property that the *Contractor* or its *Associates* use while performing this *Contract*. Further, the *Contractor* agrees to hold the *City* harmless for any loss of such property used by any such person pursuant to the *Contractor's* performance under this *Contract*.

8.06 The *Contractor* agrees that it explicitly waives any right it has to immunity under applicable industrial insurance laws with respect to any action against the *City* and agrees to assume liability for actions brought by its own employees against the *City* as provided above.

8.07 The indemnification obligation under this Article shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable under Workers' Compensation Acts or other employee benefit acts.

8.08 The *Contractor* agrees that this indemnity provision shall apply to all matters described herein (whether the matter is litigated or not) which occur or arise between the *Contractor* or its *Associates* and the *City* and agrees to hold the *City* harmless.

9. INSURANCE

9.01 The *Contractor* shall maintain, at a minimum and at its expense, during the term of this *Contract* the following insurance, with the understanding that if the *Contract* price exceeds One Million Dollars (\$1,000,000), additional insurance will be required:

<u>TYPE</u>	<u>AMOUNT NOT LESS THAN</u>
(a) Workers' Compensation	Michigan Statutory minimum

- (b) Employer's Liability
 - \$500,000.00 minimum each disease
 - \$500,000.00 minimum each person
 - \$500,000.00 minimum each accident

- (c) Commercial General Liability Insurance
(Broad Form Comprehensive)
 - \$1,000,000.00 each occurrence
 - \$2,000,000.00 aggregate

- (d) Automobile Liability Insurance (covering all owned, hired and non-owned vehicles with personal and property protection insurance including residual liability insurance under Michigan No Fault Insurance Law)
 - \$1,000,000.00 combined single limit limit for bodily injury and property damage

9.02

- (a) The commercial general liability insurance policy shall name the "City of Detroit" as an additional insured and shall state that the *Contractor's* insurance is primary and not excess over any insurance already carried by the City of Detroit. The commercial general liability insurance shall provide blanket contractual liability insurance for all written contracts or, in the alternative, shall contain a specific endorsement worded substantially as follows:

"During the effective period of the policies mentioned herein, it is agreed that this insurance specifically covers liability assumed by the insured under the provision of Contract No. _____ dated _____ entered into by the insured and the City of Detroit."

- (b) If the commercial general liability policy does not contain the standard ISO (Insurance Services Office) wording of "definition of insured" which reads essentially as follows: "The insurance afforded applies separately to each insured except with respect to limits." then, in the alternative, the public liability insurance policy shall contain the following cross liability endorsement:

"It is agreed that the inclusion of more than one (1) insured under this policy shall not affect the rights of any insured as respects any claim, suit or judgment made or brought by or for any other insured or by or for any employee of any other insured. This policy shall protect each insured in the same manner as though a separate policy had been issued to each, except nothing herein shall operate to increase the insurer's liability beyond the amount or amounts for which the insurer would have been liable had only one (1) been named."

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

9.04 All insurance policies shall name the *Contractor* as the insured and shall provide a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior written notice to the *City*. Certificates of Insurance evidencing such coverage shall be in a form acceptable to the *City*. Certificates of Insurance shall be submitted to the *City's* Finance Department, Accounts Payable Section, City-County Building, prior to the commencement of performance under this *Contract* and at least fifteen (15) days prior to the expiration dates of expiring policies.

9.05 If any work is sublet in connection with this *Contract*, the *Contractor* shall require each *Subcontractor* to effect and maintain the types and limits of insurance as requested by the *City* for each *Subcontractor* and shall require documentation of same, copies of which documentation shall be promptly furnished the *City*.

9.05 The *Contractor* shall be responsible for payment of all deductibles contained in any insurance required hereunder. The provisions requiring the *Contractor* to carry the insurance required under this Article shall not be construed in any manner as waiving or restricting the liability of the *Contractor* under this *Contract*.

10. DEFAULT AND TERMINATION

10.01 The *Contract* shall remain in full force and effect until the end of the term of the *Contract* unless otherwise terminated for cause or convenience (without cause) according to the provisions of this Article.

10.02

The *City* reserves the right to terminate for cause. Cause is an event of default.

- (a) An event of default shall occur if there is a material breach of this *Contract*, and shall include the following:
- (1) The *Contractor* fails to begin work in accordance with the terms of this *Contract*; or
 - (2) The *Contractor*, in the judgment of the *City*, is unnecessarily or unreasonably, or willfully delaying the performance and completion of the *Work Product* or *Services*; or
 - (3) The *Contractor* abandons the *Services* to be undertaken; or
 - (4) The *City* is of the opinion that the work cannot be completed within the time provided and that the delay is attributable to conditions within the *Contractor's* control; or
 - (5) The *Contractor*, without just cause, reduces its work force on this *Contract* to a number which would be insufficient, in the judgment of the *City*, to complete the *Services* within a reasonable time, and the *Contractor* fails to sufficiently increase such work force when directed to do so by the *City*; or
 - (6) The *Contractor* assigns, transfers, conveys or otherwise disposes of this *Contract* in whole, or in part, without prior approval of the *City*; or
 - (7) “The *Contractor*, through any act or omission hires or retains any *City* officer or employee, allows, assist, or enables any *City* officer or employee to acquire an interest in this *Contract* so as to create a conflict of interest; or”
 - (8) The *Contractor* violates any of the provisions of this *Contract*, disregards applicable laws, ordinances, permits, licenses, instructions or orders of the *City*; or
 - (9) The performance of the *Contract*, in the sole judgment of the *City*, is substandard, unprofessional, or faulty and not adequate to the demands of the task to be performed; or
 - (10) The *Contractor* fails in any of the agreements herein contained; or

- (11) The *Contractor* ceases to conduct business in the normal course; or
 - (12) The *Contractor* admits its inability to pay its debts generally as they become due.
- (b) If the *City* finds an event of default has occurred, the *City* may issue a Notice of Termination for Cause including the grounds for such Termination. Upon receiving a Notice of Termination for Cause, the *Contractor* shall have ten (10) calendar days within which to cure such default. If the default is cured within said ten (10) day period, the right of termination for such default shall cease. If the default is not cured to the satisfaction of the *City*, this *Contract* shall terminate on the thirtieth calendar day after the *Contractor's* receipt of the Notice of Termination for Cause, unless the *City*, in writing, gives the *Contractor* additional time to cure the default. If the default is not cured to the satisfaction of the *City* within the additional time allowed for cure, this *Contract* shall terminate for cause at the end of the extended cure period.
 - (c) If, after a Notice of Termination for Cause, it is determined by the *City* that the *Contractor* was not in default, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to termination for the convenience of the *City*. Alternatively, in the *City's* discretion, this *Contract* may be reinstated.
 - (d) The *Contractor* shall be liable to the *City* for any damages it sustains by virtue of the *Contractor's* breach or any reasonable costs the *City* might incur in enforcing or attempting to enforce this *Contract*. Such costs shall include reasonable fees and expenses for attorneys, expert witnesses and other consultants. However, if the *Contractor* makes a written offer prior to the initiation of litigation or arbitration, then the *City* shall not be entitled to such attorney fees unless the *City* declines the offer and obtains a verdict or judgment for an amount more than ten percent (10%) above the amount of the *Contractor's* last written offer prior to the initiation of litigation or arbitration. The *City* may withhold any payment(s) to the *Contractor*, in an amount not to exceed the amount claimed in good faith by the *City* to represent its damages, for the purpose of set-off until such time as the exact amount of damages due to the *City* from the *Contractor* is determined. It is expressly understood that the *Contractor* will remain liable for any damages the *City* sustains in excess of any set-off.
 - (e) The *City's* remedies outlined in this Section 10.02 shall be in addition to any and all other legal or equitable remedies permissible.

10.03

The *City* will have the right to terminate this *Contract* at any time at its convenience by giving the *Contractor* five (5) business days written Notice of Termination for Convenience. As of the effective date of the termination, the *City* will be obligated to pay the *Contractor* the following: (a) the fees or commissions for deliverables completed and accepted in accordance with *Exhibit A* in the amounts provided for in *Exhibit B*; (b) the fees for *Services* performed but not completed prior to the date of termination in accordance with *Exhibit A* in the amounts provided for in the *Contractor's* rate schedule as provided in *Exhibit B*; and (c) the *Contractor's* costs and expenses incurred prior to the date of the termination for items which are identified in *Exhibit B*. The amount due to the *Contractor* will be reduced by payments already paid to the *Contractor* by the *City*. In no event shall the *City* pay the *Contractor* more than maximum price, if one is stated, of this *Contract*.

10.04

After receipt of a Notice of Termination for Cause or Convenience, and except as otherwise directed by the *City*, the *Contractor* shall:

- (a) Stop work under the *Contract* on the date and to the extent specified in the Notice of Termination;
- (b) Obligate no additional *Contract* funds for payroll costs and other costs beyond such date as the *City* shall specify, and place no further orders on subcontracts for material, services, or facilities, except as may be necessary for completion of such portion of the work under this *Contract* as is not terminated;
- (c) Terminate all orders and subcontracts to the extent that they relate to the portion of the *Services* so terminated;
- (d) Preserve all *Contract Records* and submit to the *City* such *Records* and reports as the *City* shall specify, and furnish to the *City* an inventory of all furnishings, equipment, and other property purchased for the *Contract*, if any, and carry out such directives as the *City* may issue concerning the safeguarding or disposition of files and property; and
- (e) Submit within thirty (30) days a final report of receipts and expenditures of funds relating to this *Contract*, and a list of all creditors, subcontractors, lessors and/or other parties with which the *Contractor* has incurred financial obligations pursuant to this *Contract*, if any.

10.05

- (f) After termination of the *Contract*, each party shall have the duty to assist the other party in the orderly termination of this *Contract* and the transfer of all aspects hereof, tangible or intangible, as may be

necessary for the orderly, non-disrupted business continuance of each party.

11. ASSIGNMENT

11.01 The *Contractor* shall not assign, transfer, convey or otherwise dispose of any interest whatsoever in this *Contract* without the prior written consent of the *City* thereto; however, claims for money due or to become due to the *Contractor* may be assigned to a financial institution without such approval. Notice of any assignment to a financial institution or transfer of such claims of money due or to become due shall be furnished promptly to the *City*. If the *Contractor* assigns all or any part of any monies due or to become due under this *Contract*, the instrument of assignment shall contain a clause stating that the right of the assignee to any monies due or to become due shall be subject to prior liens of all persons, firms, and corporations for *Services* rendered or materials supplied for the performance of the work called for in this *Contract*.

12. SUBCONTRACTING

12.01 None of the *Services* covered by this *Contract* shall be subcontracted without the prior written approval of the *City* and any grantor agency, if required. The *City* reserves the right to withhold approval of subcontracting such portions of the work or *Services* which the *City* may deem is not in the *City's* best interest.

12.02 Each subcontract entered into shall provide that the provisions of this *Contract* shall apply to the *Subcontractor* and its associates in all respects. The *Contractor* agrees to bind each *Subcontractor* and each *Subcontractor* shall agree to be bound by the terms of the *Contract* insofar as applicable to the *Subcontractor's* work or *Services*.

12.03 The *Contractor* and the *Subcontractor* jointly and severally agree that no approval by the *City* of any proposed *Subcontractor*, nor any subcontract, nor anything in the *Contract*, shall create or be deemed to create any rights in favor of a *Subcontractor* and against the *City*, nor shall it be deemed or construed to impose upon the *City* any obligation, liability or duty to a *Subcontractor*, or to create any contractual relation whatsoever between a *Subcontractor* and the *City*.

12.04 The provisions contained in this Article 12 shall apply to subcontracting by a *Subcontractor* of any portion of the work or *Services* included in an approved subcontract.

12.05 The *Contractor* agrees to indemnify and hold the *City* harmless from any claims initiated against the *City* pursuant to any subcontracts the *Contractor* enters into in performance of this *Contract*. The *City's* approval of any *Subcontractor* shall not relieve the *Contractor* of any of its responsibilities, duties and liabilities hereunder. The *Contractor* shall be solely responsible to the *City* for the acts or defaults of its

Subcontractor and of each *Subcontractor's Associates*, each of whom shall for this purpose be deemed to be the agent or employee of the *Contractor*.

13. CONFLICT OF INTEREST

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

13.02 The *Contractor* further covenants that no officer, agent, or employee of the *City* and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or performance of this *Contract* has any personal or financial interest, direct or indirect, in this *Contract* or in the proceeds thereof via corporate entity, partnership, or otherwise.

13.03 The *Contractor* also hereby warrants (a) that it will not, and has not, employed any person to solicit or secure this *Contract* upon any agreement or arrangement for payment of a commission, percentage, brokerage, or contingent fee, other than bona fide employees working solely for the *Contractor* either directly or indirectly, and (b) that if this warranty is breached, the *City* may, at its option, terminate this *Contract* without penalty, liability or obligation, or may, at its election, deduct from any amounts owed to the *Contractor* hereunder any amounts of any such commission, percentage, brokerage, or contingent fee.

13.04 The *Contractor* covenants not to employ an employee of the *City* who exercises any functions of responsibilities in the review or approval of the undertaking or performance of this *Contract* for a period of one (1) year after the date of termination of this *Contract* without written *City* approval.

14. CONFIDENTIAL INFORMATION

14.01 In order that the *Contractor* may effectively fulfill its covenants and obligations under this *Contract*, it may be necessary or desirable for the *City* to disclose confidential and proprietary information to the *Contractor* or its *Associates* pertaining to the *City's* past, present and future activities. Since it is difficult to separate confidential and proprietary information from that which is not, the *Contractor* shall instruct its *Associates* to regard all information gained as confidential and such information shall be marked Confidential and shall not to be disclosed to any organization or individual without the prior consent of the *City*. The above obligation shall not apply to information already in the public domain or information required to be disclosed by a court order.

14.02 The *Contractor* agrees to take appropriate action with respect to its *Associates* to ensure that the obligations of non-use and non-disclosure of confidential information of this *Contract* can be fully satisfied.

15. COMPLIANCE WITH LAWS

15.01 The *Contractor* shall comply with and shall require its *Associates* to comply with all applicable federal, state and local laws.

15.02 The *Contractor* shall hold the *City* harmless with respect to any damages arising from any violations of laws by it or its *Associates*. The *Contractor* shall commit no trespass on any public or private property in performing any of the *Services* encompassed by this *Contract*. The *Contractor* shall require as part of any subcontract that *Subcontractors* comply with all applicable laws and regulations.

16. AMENDMENTS

16.01 The *City* may consider it in its best interest to change, modify or extend a covenant, term or condition of this *Contract* or require the *Contractor* to perform *Additional Services* that are not contained within the Scope of *Services* as set forth in *Exhibit A*. Any such change, addition, deletion, extension or modification of *Services* may require that the Compensation paid to the *Contractor* by the *City* be proportionately adjusted, either increased or decreased, to reflect such modification in the Scope of *Services*. If the *City* and *Contractor* mutually agree to any changes or modification of this *Contract*, the modification shall be incorporated by written *Amendment* to this *Contract*.

16.02 Compensation shall not be modified unless there is a corresponding modification in the *Services* to be rendered to so justify such an adjustment. If there is any dispute as to compensation, the *Contractor* shall continue to perform the *Services* under this *Contract* until the dispute is resolved.

16.03 No *Amendment* to this *Contract* shall be effective and binding upon the parties unless it expressly makes reference to this *Contract*, is in writing, is signed and acknowledged by duly authorized representatives of both parties, is approved by the appropriate *City* Departments and the *City Council*, and is executed by the Purchasing Director.

16.04 The *City* shall not be bound by *Unauthorized Acts* of its employees, agents, or representatives with regard to any dealings with the *Contractor* and any of its *Associates*.

the appropriate *City* Departments and the *City Council*, and is executed by the Purchasing Director.

16.04 The *City* shall not be bound by *Unauthorized Acts* of its employees, agents, or representatives with regard to any dealings with the *Contractor* and any of its *Associates*.

17. FAIR EMPLOYMENT PRACTICES

17.01 The *Contractor* shall comply with all federal, state and local laws governing fair employment practices and equal employment opportunities.

17.02 The *Contractor* agrees that it will notify any *Subcontractor(s)* of its obligations relative to non-discrimination under this *Contract* when soliciting same, and will include the provisions of this Article in any subcontract, as well as provide the *City* a copy of any subcontract upon request.

17.03 Breach of the terms and conditions of this Article 17 shall constitute a material breach of this *Contract* and may be governed by the provisions of Article 10, "Default and Termination."

18. NOTICES

18.01 All notices, consents, approvals, requests and other communications (herein collectively called, "Notices") required or permitted under this *Contract* shall be given in writing, and mailed by postage prepaid, certified or registered first-class mail, return receipt requested, and addressed as follows:

If to the Police Department (on behalf of the *City*):

Attention: **Tina Tolliver**
2nd Deputy Chief
Budget Operations
1301 Third St., 6th Floor
Detroit, MI 48226

If to the *Contractor*: **Ms. Rissa Long, MBA**
Wayne State University
5057 Woodward Ave., 13th Floor
Detroit, MI 48202

19. PROPRIETARY RIGHTS AND PATENT INDEMNITY

- 19.01 "Should the performance of this Contract result in the development of new proprietary and secret concepts, methods, techniques, processes, adaptations, discoveries, improvements and ideas ("Intellectual Property"), the same shall be promptly reported to the City but shall belong solely and exclusively to the Contractor. The City shall have a royalty free, non-exclusive license to use any Intellectual Property described in the preceding sentence for any public purpose."
- 19.02 (a) "The *Work Product* materials shall not be disclosed, published or copyrighted in whole or in part by the *Contractor*. The right to copyright such materials shall rest exclusively in the *City*. Further, the *City* shall have unrestricted and exclusive authority to publish, disclose, distribute and otherwise use, in whole or in part, any of the *Work Product* materials. If *Work Product* materials are prepared for publication, they shall carry the following notation on the Front Cover or Title Page: "This document was prepared for and is exclusive property of the City of Detroit, Michigan, a municipal corporation." (b) "In the event the Contractor desires to publish in academic journals and similar publications, articles that summarize research conclusions based on or related to the Services set forth in this Contract, the Contractor shall submit the article to the City for review at least thirty (30) days prior to the article's proposed publication date. The article shall not contain service recipient information or personal identification data. The City may condition request of the removal from the article of any information provided by the City that it, in its sole discretion, deems confidential. The City shall also have the right to delay publication of the article for an additional ninety (90) days in order to allow the City to seek protection for any copyrightable or patentable material."
- 19.03 The *Contractor* warrants that the performance of this *Contract* does not infringe upon or violate any patent, copyright, trademark, trade secret or any other proprietary action related to the above obligations of the *Contractor* by a third party against the *City*, the *Contractor* shall defend, at its expense and indemnify the *City* against any loss, cost, expense or liability arising out of such claim, whether or not such claim is successful.
- 19.04 The making of payments, including partial payments by the *City* to the *Contractor*, shall vest in the *City* title to, and the right to take possession of, all *Work Products* produced by the *Contractor* up to the time of such payments, and the *City* shall have the right to use the same for public purposes without further compensation to the *Contractor* or to any other person.
- 19.05 Upon the completion or other termination of this *Contract*, all finished or unfinished *Work Product* prepared by the *Contractor* under this *Contract* or in anticipation of this *Contract* shall, at the option of the *City*, become its sole and exclusive property whether or not in the *Contractor's* possession. Such property shall be free from any claim or retention of rights thereto on the part of the *Contractor*, except as herein

specifically provided, and shall promptly be delivered to the *City* upon the *City's* request. The *City* shall return all of the *Contractor's* properties to it. The *Contractor* acknowledges that any intentional failure or unreasonable delay on its part to deliver the *Work Product* to the *City* will cause irreparable harm to the *City* not adequately compensable in damages and for which the *City* has no adequate remedy at law and the *Contractor* accordingly agrees that the *City* may in such event seek and obtain injunctive relief in a court of competent jurisdiction and compel delivery of the *Work Product* which the *Contractor* hereby consents to as well as all applicable damages and costs. The *City* shall have full and unrestricted use of the *Work Product* for the purpose of completing the *Services*.

20. YEAR 2000 WARRANTY

20.01

The *Contractor* warrants that all goods or services provided pursuant to this *Contract* will comply with the requirements of the following Technology Directive. The *City* requires and the *Contractor* warrants that it is using software which has been designed to ensure year 2000 compatibility, including, but not limited to, software which has date data century recognition, leap year recognition, calculations which accommodate same century and multi century formulas and date values, and date data interface values that reflect the century.

The *Contractor* also warrants and the *City* also requires that software not abnormally end or provide invalid or incorrect results as a result of date data, specifically including date data which presents or references different centuries or more than one century.

Software must be designed to be used prior to, during, and after the calendar year 2000 A.D, and software must operate during each such time period without error relating to date data, specifically including any error relating to, or the product of, date data which represents or references different centuries or more than one century.

Data outside of the range 1990 - 1999 must be correctly processed in any level of computer hardware or software including, but not limited to, microcode, firmware, application programs, files and databases.

21. WAIVER

21.01

The *City* shall not be deemed to have waived any of its rights under this *Contract* unless such waiver is in writing and signed by the *City*.

21.02

No delay or omission on the part of the *City* in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one (1) occasion shall not be construed as a waiver of any right on any future occasion.

21.03 No failure by the *City* to insist upon the strict performance of any covenant, agreement, term or condition of this *Contract* or to exercise any right, term or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or such covenant, agreement, term and condition.

22. MISCELLANEOUS

22.01 If any provision of this *Contract* or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this *Contract* shall not be affected thereby and shall remain valid and enforceable to the fullest extent permitted by law.

22.02 This instrument, including all *Exhibits* attached hereto which are made a part of this *Contract*, contains the entire agreement between the parties 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 *Contractor* by implication or otherwise unless expressly set forth herein. The *Contractor* hereby waives any defense it may have to the validity of the execution of this *Contract*.

22.03 Unless the context otherwise expressly requires, the words "herein", "hereof", "hereunder", and other words of similar import, refer to this *Contract* as a whole and not to any particular Article, Section, or other Subdivision.

22.04 The headings of the Articles in this *Contract* are for convenience only and shall not be used to construe or interpret the scope or intent of this *Contract* or in any way affect the same.

22.05 The rights and remedies set forth herein are not exclusive and are in addition to any of the rights or remedies provided by law or equity. This *Contract* and all actions arising hereunder shall be governed by, subject to, and construed according to the law of the State of Michigan. The *Contractor* agrees, consents and submits to the exclusive personal jurisdiction of any state or federal court of competent jurisdiction in Wayne County, Michigan, for any action arising out of this *Contract*. The *Contractor* agrees that service of process at the address and in the manner specified in Article 18 will be sufficient to put the *Contractor* on notice and hereby waives any and all claims relative to such notice. The *Contractor* 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 *Contract* in any state or federal court of competent jurisdiction other than one in Wayne County, Michigan, the Michigan Court of Claims or the Michigan Supreme Court.

- 22.06 If any *Associate* of the *Contractor* shall take any action which, if done by a party, would constitute a breach of this *Contract*, the same shall be deemed a breach by the *Contractor*.
- 22.07 It is understood that this is not an exclusive services contract, that during the term of this *Contract* the *City* may contract with other consulting firms and that the *Contractor* is free to render the same or similar services to other clients, provided however, that the *Contractor's* obligations to the *City* will not be affected in any manner.
- 22.08 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* reasonable determination shall be controlling.
- 22.09 For purpose of the hold harmless and indemnity provision contained in this *Contract*, the term "*City*" shall be deemed to include the City of Detroit and all other associated, affiliated, allied or subsidiary entities or commissions, now existing or hereafter created, their officers, agents, representatives, and employees.
- 22.10 The *Contractor* 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.
- 22.11 This *Contract* 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 *Contractor* a confirmed copy of this *Contract*.
- 22.12 As used herein, the singular shall include the plural, the plural the singular, and the uses of any gender shall be applicable to all.
- 22.13 This *Contract* shall inure in all particulars to the City of Detroit its agents, successors, and assigns.

IN WITNESS WHEREOF, the *City* and the *Contractor*, by and through their authorized officers and representatives have executed this *Contract* as of the date first above written.

WITNESSES:

1 
(Signature)
Liane Howey
(Print Name)

2 
(Signature)

Rissa L. Long
Grant and Contract Officer III

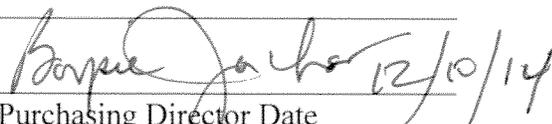
WITNESSES:

1 
(Signature)
Lashanna Miller
(Print Name)

2 
(Signature)
OTIS W. MILHOUSE
(Print Name)

THIS CONTRACT WAS APPROVED
BY THE CITY COUNCIL ON

DEC 09 2014


Purchasing Director Date 12/10/14

CONTRACTOR: Wayne State University

BY:  3/12/14
(Signature)
Pate Kuleszewski
(Print Name)

ITS: Associate Director, Contract Admin.
Sponsored Program Administration
(Title)

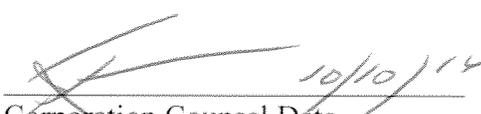
PREVIOUSLY APPROVED
BY GENERAL COUNSEL
APPROVAL# 11/16/09

CITY OF DETROIT POLICE DEPARTMENT

BY: 
(Signature)
J.E. CRAIG
(Print Name)

ITS: Police Chief
(Title)

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

 10/10/14
Corporation Counsel Date

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

EXHIBIT A
Scope of Services

I. Notice to Proceed

The term of this Contract shall begin **March 1, 2014**, and shall terminate **February 28, 2016**. The Contractor shall commence performance of this Contract upon receipt of a written “Notice to Proceed” from the City and in the manner specified in the Notice to Proceed.

II. Services to be Performed

Detroit Police Department Bike Watch Scope of Service

Through the 2013 U.S. Department of Justice COPS Community Policing Micro-grant, the Center for Urban Studies (Center) at Wayne State University will partner with the Detroit Police Department (DPD) to implement an Urban Safety Bike Watch program. Bike Watch, a combination of AmeriCorps volunteers and volunteers patrolling on bikes implemented in conjunction with the Detroit Police Department (DPD), will increase the “eyes and ears” in targeted crime hot spots within Midtown and North End Detroit (an area bounded by Atkinson St./Leicester Ct. to the north, I-75 to the east, Mack to the south and Linwood Ave. to the west).

The program period for this grant is March 1, 2014 – February 28, 2016. Since this project was awarded after the official start date, it is anticipated that a no-cost extension will be requested so the project could operate for two full years. The Center will receive \$24,967 over two years to cover approximately 25% FTE of a research assistant’s time. A detailed budget is provided after this scope of service.

The main objective of Bike Watch is for AMUS members and volunteers to ride bikes in predetermined areas and watch for any suspicious or criminal activities. Where appropriate, AMUS members will report such activities to the Detroit Police Department officers on patrol at the time of scheduled Bike Watch patrols. This objective will be met by:

- Providing regularly scheduled training to Bike Watch AmeriCorps members and community volunteers;
- Analyzing crime reports to determine crime hot spots within the target areas;
- Scheduling and coordinating Bike Watch patrols with AmeriCorps members, community

volunteers, and either the Detroit Police Department or Wayne State University Police Department; and

- Reporting suspicious behavior via radio to the dedicated police car on patrol in the same areas.

As a result of this work, it is expected that the DPD will report decreases in crime and an increase in public order in the targeted watch areas. The Center will receive funding from this project to hire a Bike Watch program coordinator (research assistant) who will target, schedule, and lead Bike Watch patrols, recruit volunteers, and coordinate activities and trainings with the police. The research assistant will also recruit AmeriCorps members to help participate in patrols.

Bike Watch Volunteer Recruitment

The Center Bike Watch program coordinator will work with the DPD to create and finalize recruitment materials for volunteers. Copies of this information will also be given to the COPS office. The recruitment process and materials will utilize feedback and experience from the Center, DPD and AMUS. AmeriCorps members will recruit volunteers from several sources. The process for the recruitment will entail the following steps, in order to develop a database using CIVICRM software. The database will contain at least 40 people that want to participate in the Bike Watch program as volunteers:

1. Members put flyers on cars and on front doors of homes in the target area. Each flyer explains the Bike Watch program and provides contact information for those interested in participating.
2. Members take these flyers and additional information to block clubs formed in Midtown and North End, but not necessarily in the areas to be patrolled through Bike Watch, and recruit residents to join the Bike Watch program.
3. Center staff and members will talk with larger employers in Midtown and North End to have employees' volunteer time as Bike Watch volunteers.
4. The Center is using the AmeriCorps Urban Safety Facebook page to post recruitment information for the Bike Watch program. The DPD and the Center will ensure that AmeriCorps members and Bike Watch Program volunteers sign the necessary release and waiver of liability forms indemnifying all participating persons and entities from all suits, causes of action, claims or demands of any kind brought as a result of member and volunteer participation in Bike Watch Program activities. The release and waiver will be as broad and inclusive as permitted by law.

Member and Volunteer Training

The DPD, in conjunction with Wayne State University Police Department, will train both AmeriCorps members and volunteers to conduct bike patrols. The trainings will include safety

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protocols while patrolling on bikes, what types of suspicious activity to look/listen for while on patrol, how to use the radios, what to say to police officers when reporting suspicious behavior, and what to do/where to go to be out of the way when police investigate the reported issue. The 30-minute trainings will be provided at a minimum quarterly. The Wayne State Police Department will also conduct two bike patrol field trainings with members/volunteers per year. A police officer will join Bike Watch patrols and show members and volunteers what to look for, strategies for patrolling and other items as needed. In addition, Center management and AmeriCorps members have developed a PowerPoint presentation that will be used to train other members and volunteers on Bike Watch procedures and activities. This training will be held the first Monday of each month (as needed) and will be one hour in length.

The DPD and Center will also seek to collaborate with the Pathfinder program operated by the Michigan Department of Human Services on how to identify, approach, and communicate with potentially homeless people while on patrol. The training will also include training on how to connect the homeless people with non-profit organizations that could help them regain their lives and no longer live on the streets.

Bike Watch Patrols

The Center and DPD will use Midtown CompStat hot spot maps and incident reports to determine areas within the target area to patrol. The hot spot maps will be updated every two weeks. The Center Bike Watch program coordinator will then work with the DPD to schedule at least one weekly Bike Watch patrol. To ensure safety to the volunteers, patrols will not occur in areas of recent high drug trafficking or violent crime. The riding patterns (via Google Earth maps), along with the times/dates for the watch to take place will be provided to each member and volunteer via hard copy. Each team of two riders will have a radio that reports directly to police dispatch and/or DPD police cars also patrolling the same areas. Rider teams will also use walkie-talkies to communicate with each other during scheduled patrols. As riders identify homeless individuals, they will use techniques learned during Pathfinder training to approach and talk with homeless individuals. The long-term objective is to attach homeless individuals to the Pathfinder program and other services.

After each scheduled ride, AMUS members will submit paper reports to the Bike Watch project coordinator. Each report will contain the locations and types of neighborhood issues. The Bike Watch project coordinator will then use Google Earth maps to pinpoint the locations issues. AMUS members will also report neighborhood issues to the appropriate City of Detroit Department or local non-profit organization so the issue could be resolved. The Center will continue to track neighborhood issues until they are resolved.

The DPD, the Center Bike Watch program coordinator and other Center researchers (as needed) will meet monthly to review data collected from the staff evaluator to assess program progress, address any current issues, brainstorm solutions to issues, and establish new processes to overcome program

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challenges. Finally, the Center will work with DPD to highlight the Detroit AmeriCorps Urban Safety Bike Watch through various approaches (conference presentations, flyers, e-mail blasts, and articles) as needed.

Program Evaluation

The Center will evaluate the Bike Watch program. The data for the program evaluation will come from the neighborhood issues provided by the AmeriCorps members and crime reports. These issues will be identified and tracked for the type of outcome. The Center will compile the program evaluation into a final evaluation report.

Performance Time Line and Deliverables

The Center will provide the following deliverables so they could be included with DPD reports to the COPS program. The due dates are based on a program start date of March 1, 2014.

Deliverables Date

Recruitment Materials	October 2014
Bike Watch Training Materials	December 2014
Bike Watch Quarterly Reports	Quarterly
Final Evaluation Report	April 2016
Executive Summary	May 2016

Center for Urban Studies Bike Watch Budget

The following table provides salary information for the program coordinator position. This individual will work directly with the DPD and Center management to complete all work outlined in this scope of service. All office supplies or other costs incurred by the Center for this project will not be charged to the DPD COPS Bike Watch grant.

EXHIBIT B
FEE SCHEDULE

I. General

(a) The Contractor shall be paid for those Services performed pursuant to this Contract a maximum amount of **Twenty Four Thousand Nine Hundred Sixty Six and 00/100 Dollars (\$24,966.00)**, for the term of this Contract as set forth in Exhibit A, Scope of Services.

(b) Payment for the proper performance of the Services shall be contingent upon receipt by the City of invoices for payment. Each invoice shall certify the total cost, itemizing costs when applicable. Each invoice must be received by the City not more than thirty (30) days after the close of the calendar month in which the services were rendered and must be signed by an authorized officer or designee of the Contractor.

Detroit Police Department COPS Bike Watch
Center for Urban Studies Budget
March 1, 2014 - February 28, 2016

	<i>FY13/14</i>		<i>Year One</i>	<i>Year Two</i>	
	<i>Annual</i>	<i>Project</i>	<i>Project</i>	<i>Project</i>	
	<i>Salary</i>	<i>FTE</i>	<i>Amount</i>	<i>Amount</i>	<i>Total</i>
Personnel					
Program Coordinator \$37,000		26.3%	\$ 9,747	\$ 9,942	\$19,690
Fringe Benefits					
Program Coordinator 26.8%			\$ 2,612	\$ 2,665	\$ 5,277
Total Personnel			\$12,360	\$12,607	\$24,966
Total Project Cost			\$12,360	\$12,607	\$24,966

WAYNE STATE UNIVERSITY

SPONSORED PROGRAM ADMINISTRATION

November 25, 2014

Boysie Jackson, Chief Procurement Officer
Purchasing Division
City of Detroit
Coleman A. Young Municipal Center, Suite 1008
Detroit, MI 48226

Re: Detroit Police Department COPS Bike Watch with Wayne State University Center for Urban Studies

Dear Mr. Jackson:

Wayne State University requests exemption from City of Detroit Ordinance No. 29-11 approved by City Council on November 22, 2011, amending 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 **for the above referenced contract.**

The proposed contract is funded by the U.S. Department of Justice COPS Community Policing Microgrant. The intent of the grant is to improve policing activities and reduce crime within Midtown and North End areas. Due to its nature, it is not possible to hire individuals with convictions on this grant.

We ask that a waiver be granted and the contract is presented to City Council as soon as possible.

If there are any questions regarding this agreement, please contact me at (313) 577-9227.

Sincerely,



Patty Yuhas Kieleszewski
Associate Director
Sponsored Program Administration

cc: Sophia Johnson Parks
Rissa Long

EXHIBIT C

**DETROIT LIVING WAGE ORDINANCE
CONTRACTOR CERTIFICATION**

By signature in the space provided below, the *Contractor* acknowledges receipt of a copy of the Detroit Living Wage Ordinance (Ordinance), which copy is attached and made a part of this Exhibit C and affirms that it will comply with this Ordinance in all respects.

A *Contractor* who violates the Ordinance shall pay to each employee affected the amount of the deficiency for each day the violation continues.

Willful or repeated violation of this Ordinance will entitle the *City* to terminate the *Contract*.

Willful violation of the Ordinance will result in a penalty paid to the *City* in the amount of \$50.00 per violation for each day the violation continues. The *City* may withhold from payments to the *Contractor* the amounts that are necessary to make these payments.

A *Contractor* who is assessed the \$50.00 penalty based on more than three (3) incidents within a two (2) year period shall be barred from entering into any contracts with the *City* for a period of ten (10) years from the last violation.


Signature of Contractor Date 3/12/14

Patty Yuhas Kieleszewski
Associate Director, Contract Admin.
Sponsored Program Administration

DETROIT LIVING WAGE ORDINANCE

SEC. 18-5-71. PURPOSE.

The purpose of this ordinance is to improve the lives of working people and their families by requiring employers that contract with the City or which receive financial assistance from the City for economic development or job growth to pay their employees a wage sufficient to meet basic subsistence needs, and that they utilize Detroit residents as employees to the extent possible.

SEC. 18-5-72. APPLICABILITY.

- (a) This ordinance applies to any individual, proprietorship, partnership, corporation, trust, association or other entity which is a contractor or a grantee, defined as follows:
 - (i) a contractor is a party to a contract with the City of Detroit primarily for the furnishing of services (as opposed to the purchasing or leasing of goods or property), where the total expenditure for such contract exceeds \$50,000.00, including any subcontractor of such contractor;
 - (ii) a grantee is the recipient of any financial assistance from the City in excess of \$50,000.00, including any federal grant program administered by the city, revenue bond financing, planning assistance, tax increment financing, tax credits or any other form of assistance, if the purpose of the assistance is economic development or job growth, including any contractors, subcontractors or leaseholders at the subsidized sites.
- (b) The minimum wage requirements of this ordinance shall apply with respect to any employee of a contractor or grantee who is employed either part-time or full-time at a job site covered in whole or in part by the contract, or to any employee of a grantee who is employed either part-time or full-time at any job site covered or subsidized in whole or in part under the grant of financial assistance.

SEC. 18-5-73. MINIMUM REQUIREMENTS.

- (a) Each contractor and grantee shall pay its employees wages which are at least equal to a living wage as defined in this ordinance.
- (b) A living wage means an hourly wage rate which on an annual basis (based on forty hours per week, fifty weeks per year) is equivalent to either of the following:
 - (i) One hundred and twenty five percent (125%) of the federal poverty level; or

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- (ii) One hundred percent (100%) of the federal poverty level, if health benefits are provided to the employee. Health benefits, for purposes of this ordinance, mean fully paid, comprehensive family medical coverage.
- (c) The federal poverty level means the United States poverty level income guideline for a family of four, as adjusted periodically.
- (d) The City Purchasing Department shall adjust the living wage as necessary to incorporate changes in the federal poverty level. The Purchasing Department shall publish a bulletin announcing any change in the amount of the living wage, and shall inform each contractor and grantee of such changes in writing, prior to such adjustment becoming effective.
- (e) To the greatest extent feasible, a covered contractor or grantee shall attempt to fill all new positions created as a result of a contract or financial assistance with employees who are residents of the City of Detroit. The foregoing shall not be interpreted as [a] residency requirement; nor shall it cause any contractor or grantee to terminate, transfer, or lay off any employee who is on the payroll at the time coverage under this ordinance becomes effective for that contractor or grantee.

SEC. 18-5-74. ENFORCEMENT AND PENALTIES.

- (a) Each City contract or grant or financial assistance shall require compliance with this ordinance. Each such contract or grant shall provide that willful or repeated violation of this ordinance will entitle the City to terminate the contract or grant.
- (b) Every contractor or grantee shall post in a conspicuous place on any jobsite subject to this ordinance a copy of the minimum living wage rate required under this ordinance. The City shall notify contractors and grantees of the minimum living wage rate, and any adjustments thereto, within a reasonable period before they become effective.
- (c) A contractor or grantee who violates the living wage requirement shall pay to each employee affected the amount of the deficiency, for each day the violation continues. Willful violation of the ordinance will result in a penalty paid to the City in the amount of \$50.00 per violation for each day the violation continues. The City may withhold from payments, grants, or financial assistance to the employer such amounts as are necessary to effectuate the payments provided in this paragraph.
- (d) A contractor or grantee who is assessed the \$50 penalty provided above based on more than three (3) incidents within a two (2) year period shall be barred from bidding on or entering into any contracts with the City or from receiving any financial assistance from the City (as defined in Section 2(b) [sic] [Section 18-5-72(b)]¹, for a period of ten (10) years from the date of the last violation. An incident for purposes of this paragraph means one payroll, payday, or date of payment, regardless of the number of employees affected by each incident.

¹ Editor's Note: See Section 18-5-72(a)(ii).

- (e) A person affected by a violation of this ordinance may file a complaint with [sic] City Purchasing Department, which will have ninety (90) days to investigate and remedy the complaint. If the complaint is not resolved to the complainant's [sic] satisfaction within the ninety day period, the complainant [sic] or his or her representative may bring an action in the Wayne County Circuit Court to enforce this ordinance. The court shall award reasonable attorneys fees and costs to a person who prevails in an enforcement action. This ordinance shall not be constructed [sic] to limit an employee's right to bring legal action for violation of any other minimum compensation or wage and hour law.

SEC. 18-5-75. SEVERABILITY.

If any portion or provision of this ordinance is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

SEC. 18-5-76. EFFECTIVE DATE.

This ordinance shall apply to any contract entered into and any financial assistance granted or renewed after the effective date of this ordinance. Entering into an agreement for extension of a contract for a period beyond its original term shall be considered entering into a contract for purposes of this paragraph.



WAYNE STATE UNIVERSITY
BOARD OF GOVERNORS
OFFICE OF THE SECRETARY

RESOLUTION OF CORPORATE AUTHORITY

I, Julie H. Miller, Secretary to the Board of Governors of Wayne State University, non-profit Corporation, DO HEREBY CERTIFY that the following is a true and correct excerpt from the minutes of the meeting of the Board of (Directors) Governors duly called and held on July 16, 1993, and that the same is now in full force and effect as of the meeting of the Board of Governors duly called and held on February 7, 2014.

All contracts for sponsored educational and research programs and supplements thereto, including agreements for fellowships, scholarships, and grants-in-aid may be executed by the President or his/her designee, and his/her signature shall be certified by the Secretary where such certification is requested.

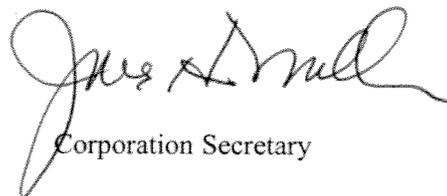
FURTHER, I CERTIFY that the President has designated the Treasurer and the Vice President for Research to execute such contracts of \$3,000,000 or more; has designated the Associate Vice President for Sponsored Program Administration to execute such contracts of \$1,000,000 or more but less than \$3,000,000; has designated the Director of Sponsored Program Administration to execute such contracts of \$500,000 or more but less than \$1,000,000; has designated the Manager of Sponsored Program Administration to execute contracts where the amount involved is less than \$500,000 per contract where the commitments anticipated fall within the normal activities of the University.

FURTHER, I CERTIFY that M. Roy Wilson is President, Rick Nork is Treasurer, Hilary Ratner is Vice President for Research, Gail L. Ryan is Associate Vice President for Sponsored Program Administration, Lashonda Cooley is Director of Sponsored Program Administration, and Patty M. Yuhus Kieleszewski is Manager of Sponsored Program Administration.

FURTHER, I CERTIFY that any of the aforementioned officers of the University are authorized to execute or guarantee and commit the University to the conditions, obligations, stipulations and undertakings contained in the contract between the City of Detroit and Wayne State University and that all necessary corporate approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, I have set my hand this 13th day of March 2014.

CORPORATE SEAL
(if any)


Corporation Secretary

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