

# PROFESSIONAL SERVICE CONTRACT TRANSMITTAL RECORD

CONTRACT PO NUMBER 2904782  
 STANDARD PO NUMBER  
 CHANGE ORDER #  
 REVISION  
 REVISION

**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 checked="" type="checkbox"/> LEASE <input type="checkbox"/> DEED <input type="checkbox"/> PROFESSIONAL SERVICES	DEPARTMENT HEAD'S SIGNATURE 	DEPARTMENT DHMP
FUNDING SOURCE (Percent) FEDERAL % STATE 100% CITY % OTHER %	DEPARTMENT CONTACT PERSON Vernice Anthony	PHONE NO. 876-0301
CONTRACTOR'S NAME Samaritan Center, Inc.	DATE PREPARED 2/26/15	
CONTRACTOR'S ADDRESS: 5555 Conner Detroit, MI 48213	ENGINEER'S ESTIMATE <input type="checkbox"/> CONTRACT <input checked="" type="checkbox"/> CHANGE <input type="checkbox"/> TOTAL CONTRACT AMOUNT \$ 72,534.23 TOTAL CPO AMOUNT \$ CHANGE AMOUNT \$	
PHONE NO. 313-579-4546	<input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL	
FEDERAL EMPLOYER/SOCIAL SECURITY NUMBER: 38-3580104 MINORITY FIRM <input type="checkbox"/> YES <input type="checkbox"/> NO		
PURPOSE OF CONTRACT: Leasing of office space for WIC + Immunization services		
CHARGE ACCOUNT: - - - - - see attached		

TIME & DATE IN	APPROVER MUST ALSO MAKE APPROPRIATE NOTES IN ORACLE PURCHASE ORDER	TIME & DATE IN
	REQUESTING DEPARTMENT  AUTHORIZED DEPARTMENT REPRESENTATIVE	2/26/15
FEB 26 2015	BUDGET <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL  BUDGET DIRECTOR OR DEPUTY	MAY 02 2015
APR 01 2015	GRANT MANAGEMENT SECTION <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL  GRANT ACCOUNTANT	15 MAR 10 PM 2:31
MAR 04 2015	FINANCE DEPARTMENT <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL  FINANCE DIRECTOR OR DEPUTY	3/4/15
	LAW DEPARTMENT <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL  CORPORATION COUNSEL	3/10/15
	PURCHASING DIVISION  PURCHASING DIRECTOR	4/22/2015

RECEIVED

MAR 05 2015

CITY OF DETROIT

Purchasing Division  
Contracts and Purchase Orders Received, Considered at Regular Session  
of April 28, 2015

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*The following contracts and purchase orders were reported to the City Council by the indicated Standing Committee, at the Regular Session of April 28, 2015 and **APPROVED***

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

2874673,Purch.Increase	Enterprise Uniform	+ \$250,000 to \$896,000	FIRE
Submitted in the List and Referred April 21, 2015.			
2904782,Lease	Samaritan Center (5 yrs. to 2-38-20)	\$72,534.23	HEALTH & WELLNESS
Submitted in the List and Referred April 21, 2015.			

*The following contracts and purchase orders were reported to the City Council by the indicated Standing Committee, at the Regular Session of April 28, 2015 and **POSTPONED** for one week.*

**Reported by the Internal Operations Committee:**

2907079	Brilar	\$3,717,346.56 (Quality of Life)	GENERAL SERVICE
Submitted in the List and Referred on April 13, 2015.			
2907080	Payne Landscaping	\$4,341,014.40 (Quality of Life)	GENERAL SERVICE
Submitted in the List and Referred on April 13, 2015.			

*The following contracts were **REFERRED** on April 28, 2015 to the indicated Standing Committee for consideration and report to the City Council.*

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

No Contracts Referred

**Referred to Internal Operations Committee:**

2876321,Renew	Michigan CAT	GENERAL SERVICES
2901159	Government Jobs (NeoGov)	HUMAN RESOURCES
2901159,Conf.Req.	Government Jobs (NeoGov)	HUMAN RESOURCES
87120	Derek Miller (Investigator)	INSPECTOR GENERAL

**Detroit City Council**  
Legislative Policy Division

TO: Purchasing Division Staff  
FROM: David Teeter  
DATE: April 29, 2015

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

There were no contracts, approved at the April 21, 2015 Session, requested to be Reconsidered.

*The following contracts and purchase orders were reported to the City Council by the indicated Standing Committee, at the Regular Session of April 28, 2015 and **APPROVED***

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

No Contracts Reported

**Reported by the Internal Operations Committee:**

2907017	Safety Services	\$40,719.25	GENERAL SERVICE
	Submitted in the List and Referred April 13, 2015.		
2867153,Ext.	Genuine Parts (NAPA)	+ \$1,600,000 to \$14,988,848	GENERAL SERVICE
	Submitted in the List and Referred April 21, 2015.		
87097	Craig Rice (Fleet Manager)	\$105,000	GENERAL SERVICE
	Submitted in the List and Referred April 21, 2015.		
87123	Stephen B. Coleman (Vacant lot inspector)	\$14,080	GENERAL SERVICE
	Submitted in the List and Referred April 21, 2015.		
87124	Albert C. Roberson (Parks Surveyor)	\$22,464	GENERAL SERVICE
	Submitted in the List and Referred April 21, 2015.		
87108	Melissa M. Kopriva (legal Assist.)	\$6,000	INSPECTOR GENERAL
	Submitted in the List and Referred April 21, 2015.		
87128	Terry Catchings (Benson)	\$6,496	CITY COUNCIL
	Submitted in the List for April 28, 2015; Listed on Consent Agenda; Approved with <b>WAIVER</b> .		
87070	William Isaac Robinson (Leland)	\$19,520	CITY COUNCIL
	Submitted in the List for April 28, 2015; Listed on Consent Agenda; Approved with <b>WAIVER</b> .		
87127	Justin Johnson (Ayers)	\$14,768	CITY COUNCIL
	Submitted by Special Letter for April 28, 2015; Listed on Consent Agenda; Approved with <b>WAIVER</b> .		

Purchasing Division  
Contracts and Purchase Orders Received, Considered at Regular Session  
of April 28, 2015

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*The following contracts and purchase orders were reported to the City Council by the indicated Standing Committee, at the Regular Session of April 28, 2015 and **APPROVED***

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

No Contracts Reported

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

No Contracts Reported

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

2902588	Giorgi Concrete/Major Cement (Marathon)	\$4,954,311.40	PUBLIC WORKS
	Submitted in the List and Referred	on April 7, 2015.	
2902917	Bob Maxey Ford	\$33,789.88	PUBLIC WORKS
	Submitted in the List and Referred	on April 7, 2015.	
2874881,Ext.	Accuform Printing & Graphics	\$45,914.55	TRANSPORTATION
	Submitted in the List and Referred	on April 7, 2015.	
2903511	IPAX Cleanogel	\$156,000	TRANSPORTATION
	Submitted in the List and Referred	on April 7, 2015.	
2906819	T & N Services	\$270,000	FIRE
	Submitted in the List and Referred	on April 13, 2015.	
2906820	Apollo Fire Equipment	\$784,425	FIRE
	Submitted in the List and Referred	on April 13, 2015.	
2844554,Renew	Tiburon	\$364,625	POLICE
	Submitted in the List and Referred	on April 13, 2015.	
2905923,Revenue	Marathon Petroleum Co.	\$5,449,742.54	PUBLIC WORKS
	Submitted in the List and Referred	on April 13, 2015.	
2907090,Revenue	Metal Recycling	\$44,400	PUBLIC WORKS
	Submitted in the List and Referred	on April 13, 2015.	

Purchasing Division  
Contracts and Purchase Orders Received, Considered at Regular Session  
of April 28, 2015

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*The following contracts were **REFERRED** on April 28, 2015 to the indicated Standing Committee for consideration and report to the City Council.*

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

No Contracts Referred

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

No Contracts Referred

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

2891029,Renew	Midwest Security Products	MUNICIPAL PARKING
2906356	Asphalt Materials	PUBLIC WORKS
2907449,Conf.Req.	Shrader Tire & Oil	TRANSPORTATION
2809017,Purch.Incr.	Duncan Solutions	MUNICIPAL PARKING

*Correction to Contract Total submitted March 31 and Approved March 31, 2015*

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

**HELD in Public Health and Safety Committee:**

2901893	Wayne County Register of Deeds	\$300,000	BUILD.SAFE.ENG.& ENV.
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Submitted in the List and Referred April 13, 2015; Approved in Committee, April 27.

**LEASE AGREEMENT**  
**BETWEEN**  
**THE CITY OF DETROIT**  
**AND**  
**SAMARITAN CENTER, INC.**

**CONTRACT NO.**

**2904782**

**LEASE AGREEMENT**  
**BY AND BETWEEN**  
**THE CITY OF DETROIT**  
**AND**  
**SAMARITAN CENTER, INC.**  
**(5555 Conner)**

**THIS LEASE AGREEMENT** ("Lease") is made and entered into this 1<sup>st</sup> day of March, 2015, by and between Samaritan Center, Inc. (hereinafter "Landlord"), a Michigan non-profit corporation with an office at 5555 Conner, Detroit, MI 48213 and the City of Detroit, a municipal corporation of the State of Michigan, acting by and through its Department of Health and Wellness Promotion (hereinafter "Tenant") with an office at 1600 W. Lafayette, Suite 200, Detroit, MI 48216.

1. **DEFINITIONS AND BASIC PROVISIONS.**

(a) The following terms shall have the following meanings when used in this Lease: "**Laws**" means all federal, state, and local laws, rules and regulations, all court orders, governmental directives, and governmental orders, and all restrictive covenants affecting the Complex and the Building; "**Affiliate**" means any person or entity which, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the party in question; "**Tenant Party**" means any of the following persons: Tenant; any assignees claiming by, through, or under Tenant; any subtenants claiming by, through, or under Tenant; and any of their respective agents, contractors, employees, and invitees; and "**including**" means including, without limitation.

(b) The "**Premises**" includes approximately 3,356 square feet of space, of which 315 square feet is storage space, in the building commonly known as The Wellness Center, 5555 Conner, Detroit, MI 48213 (the "**Building**") located on the land as further described on Exhibit A attached hereto and made a part hereof. The Premises are further defined on Exhibit B attached hereto and made a part hereof. The term "**Project**" shall collectively refer to the Building, the parking area, and any associated easements. The term "**Complex**" means the entire complex commonly known as the Samaritan Center, of which the Building is a part.

(c) Tenant shall have use of all of the common areas of the Building and may, with the Landlord's consent, place Tenant's staff or Tenant's security personnel at the common area receptionist desk.

2. **LEASE GRANT, LEASE TERM & TERMINATION.**

(a) Landlord leases to Tenant, and Tenant leases from Landlord, the Premises on the terms of this Lease. The term of this Lease shall be for five (5) years, commencing on March 1, 2015 and expiring at midnight on February 30, 2020 ("**Lease Term**"), unless otherwise terminated pursuant to the provisions of this Lease. Prior to the Tenant taking possession of the Premises, the Landlord shall be responsible for completing certain construction improvements to the Premises ("**Work**") as outlined in the attached Exhibit D which is incorporated herein by reference. The Work shall be substantially complete by March 31, 2015 so that the Tenant may take possession no later than April 1, 2015. If the Work is not substantially completed by March 31, 2015, (a) Landlord shall not be in default hereunder or be liable for damages, however Tenant shall be under no obligation to pay any Base Rent and Storage Rent until such time as the Work is substantially complete and the Tenant has taken possession of the Premises. By occupying the Premises, Tenant shall be deemed to have accepted the Premises in their condition as of the date of such occupancy, subject to the performance of mutually agreed upon punch-list items that remain to be performed by Landlord, if any.

Prior to occupying the Premises, Tenant shall deliver to Landlord a signed letter that (1) confirms the Commencement Date, (2) acknowledges the Tenant has accepted the Premises, and (3) acknowledges Landlord has performed all of its obligations with respect to the Premises (except for the punch-list items).

(b) **Termination.** In the event that the Tenant’s grant funding source used to pay the Rent is no longer available to Tenant, Tenant may, at its sole discretion, terminate this Lease at any time during the Lease Term by giving the Landlord a written Notice of Termination at least thirty (30) days before the effective date thereof. If the Tenant terminates this Lease within the first two years of the Lease due to a lack of grant funding, the Tenant shall pay to the Landlord in a lump sum any balance owed for the Work. Such payment shall be made by the Tenant to the Landlord prior to the effective date of such termination.

The Tenant may also terminate this Lease by giving the Landlord a written Notice of Termination at least thirty (30) days before the effective date thereof should the Landlord be in default under the Lease, which includes any violation of any term or obligation of this Lease and failure to cure such default within thirty (30) days after notice thereof, or extension as approved by the Tenant.

3. **RENT.**

(a) During the Lease Term, Tenant shall pay to Landlord, at such place as Landlord shall designate in writing from time to time, as rent for the Premises the following Base Rent, Storage Rent and Work Payment (collectively “Rent”) as follows:

Base Rent. Base Rent is based on 3,041 square feet of office space and includes the amounts below (“Base Rent”). \*Tenant is not obligated to begin paying Base Rent until the Work is completed by the Landlord and the Tenant takes possession of the Premises.

<u>Lease Year</u>	<b>Rate Per Square Foot</b>	<b>Base Rent Per Lease Month</b>	<b>* Annual Total Base Rent</b>
1	\$14.32	\$3,628.93	\$39,918.23
2	\$14.32	\$3,628.93	\$43,547.16
3	\$14.32	\$3,628.93	\$43,547.16
4	\$14.75	\$3,737.90	\$44,854.80
5	\$15.19	\$3,849.40	\$46,192.80

Storage Rent. Storage Rent is based on 315 square feet of storage space and includes the amounts below ("Storage Rent"). \*Tenant is not obligated to begin paying Storage Rent until the Work is completed by the Landlord and the Tenant takes possession of the Premises.

<u>Lease Year</u>	<b>Rate Per Square Foot</b>	<b>Storage Rent Per Lease Month</b>	<b>* Annual Total Storage Rent</b>
1	\$10.00	\$262.50	\$2,887.50
2	\$10.00	\$262.50	\$3,150.00
3	\$10.00	\$262.50	\$3,150.00
4	\$10.30	\$270.38	\$3,244.56
5	\$10.61	\$278.51	\$3,342.12

Work Payment. Work Payment is based on \$53,872 worth of improvements the Landlord shall make to the Premises and includes the amount below ("Work Payment"). Payments shall start March 1, 2015.

<u>Lease Year</u>	<b>Work Payment Per Lease Month</b>	<b>Annual Total Work Payment</b>
1	\$2,477.37*	\$29,728.50
2	\$2,069.04**	\$24,828.50
3	\$0.00	\$0.00
4	\$0.00	\$0.00
5	\$0.00	\$0.00

\* Last month's payment in Year 1 shall be \$2,477.43

\*\* Last month's payment in Year 2 shall be \$2,069.06

As used herein, the term "**Lease Month**" shall mean each calendar month during the Lease Term. If the Commencement Date does not occur on the first day of a calendar month, Base Rent and Storage Rent for that month shall be prorated on a daily basis for that month only.

(b) **Payment.** Tenant shall timely pay to Landlord the Rent, without deduction or set off, at Landlord's address (or such other address as Landlord may from time to time designate in writing to Tenant). Rent shall be payable monthly in advance.

(c) **Additional Rent.** In addition to the Rent, Tenant shall pay to Landlord, as additional rent, all other sums that Tenant may owe to Landlord under the Lease.

4. **LANDLORD'S OBLIGATIONS.**

(a) The Landlord shall pay or cause to be paid all charges incurred on the Premises for water, drainage, sewerage, electricity, heat, basic janitorial services, air conditioning, and for all other public or private utility services which shall be used, rendered or supplied upon, to or in connection with the Premises or any part thereof at all times of this Lease. This includes all utility use charges, as well as any required utility infrastructure improvements or maintenance charges required to provide such utility. The Landlord shall also provide basic security for the Complex at a level that is determined by the Landlord.

The Tenant shall be responsible for its own telecommunications and internet costs. The Tenant shall also be responsible for the proper removal and disposal of any medical waste it has in the Building. The Tenant may provide its own security guard to be stationed at the Building in addition to the Landlord's basic security for the Complex.

(b) **Services.** Landlord shall use all reasonable efforts to furnish to Tenant (1) water (hot and cold) at those points of supply provided for general use of tenants of the Building; (2) heated, ventilated, and refrigerated air conditioning ("**HVAC**") as appropriate, at such times as Landlord normally furnishes these services to all tenants of the Building, and at such temperatures and in such amounts as are reasonably considered by Landlord to be standard; (3) janitorial service to the Premises for the Building's standard installations at such times and of nature as deemed appropriate by the Landlord in its sole discretion. The janitorial service shall include only the removal of customary types and quantities of office waste and garbage, as determined by the Landlord. Any other types of waste and/or excess quantities of office waste products shall be disposed of by Tenant at its sole costs and expense. Landlord may bill Tenant separately for extra janitorial service required for non-standard installations and/or extra or unusual waste removal performed by Landlord; (4) elevators, if any, for ingress and egress to the floor on which the Premises are located, in common with other tenants, provided that Landlord may reasonably limit the number of elevators to be in operation at times other than during customary business hours and on holidays; and (5) electrical current. Landlord shall provide the services referred to in clauses (1) through (5) above and shall maintain the Building's common areas at a level substantially similar to the level of service and maintenance that is typical in other similar class buildings in the vicinity of the Building. "**Normal Business Hours**" means 8:00 a.m. to 10:00 p.m. on business days and 8:00 a.m. to 2:00 p.m. on Saturday (excluding holidays). If Tenant desires any of the services specified in this Section at any time other than times herein designated, such services shall be supplied to Tenant upon the written request of Tenant delivered to Landlord before 2:00 p.m. on the business day preceding such extra usage, and Landlord shall pay the cost of such services. Tenant shall have twenty-four hour access daily throughout the year. Landlord acknowledges Tenant's use of refrigeration equipment and necessity of providing generator back up for electricity to service same.

(b) **Discontinuance.** Landlord's obligation to furnish services under this Section shall be subject to the rules and regulations of the supplier of such services and governmental rules and regulations.

(c) **Restoration of Services; Abatement.** Landlord shall use reasonable efforts to restore any service that becomes unavailable; however, such unavailability shall not render Landlord liable for any damages caused thereby, be a constructive eviction of Tenant, constitute a breach of any implied warranty, or, except as provided in the next sentence, entitle Tenant to any abatement of Tenant's obligations hereunder. However, if Landlord has failed to pay for any utilities that Landlord is responsible for or if Tenant is prevented from making reasonable use of the Premises for more than 2 consecutive business days because of the unavailability of any such service and such unavailability was not caused by a Tenant Party, Tenant shall be entitled to a reasonable abatement of Rent for each consecutive day (immediately following such 2-day period) that Tenant is so prevented from making reasonable use of the Premises; provided, however, no abatement of Rent shall be permitted if the failure to provide the service is occasioned by (i) the initial process of balancing the heating, ventilation and air-conditioning; (ii) repairs, renewals or improvements; (iii) any strike, lockout, labor controversy, accident or casualty; (iv) any statute, rule, regulation or ordinance of any governmental body (including but not limited to laws, regulations, rules, guidelines and voluntary programs relating to energy conservation); or (v) any cause beyond the reasonable control of Landlord (including without limitation any interruptions in such services caused by Tenant).

(e) **IT Service and Charges.** The Landlord shall not provide any IT service to the Premises or to Tenant. Tenant shall, at its own expense, contract with the applicable service company to install lines and equipment

to service the Premises. All installation work shall be subject to the terms of this Lease and shall be supervised by Landlord. In connection with installing such lines and equipment, Tenant must utilize, at its costs, the services of Landlord's consultant/engineer to select and approve the equipment and service to be used by Tenant, which approval shall not be unreasonably withheld. Tenant shall be responsible for all charges and expenses incurred with its use of the phone system. Landlord shall have no liability if the phone service becomes unavailable and shall not be responsible for any required repairs.

5. **IMPROVEMENTS; ALTERATIONS; REPAIRS; MAINTENANCE.**

(a) **Improvements; Alterations.** Improvements to the Premises shall be installed at the expense of Landlord only in accordance with plans and specifications which have been previously submitted to and approved in writing by Landlord. No alterations or physical additions in or to the Premises may be made without Landlord's prior written consent, which shall not be unreasonably withheld or delayed; however, Landlord may withhold its consent to any alteration or addition that would affect the Building's structure or its HVAC, plumbing, electrical, or mechanical systems, or if the proposed alterations are not consistent with the quality and standards for the Building as established by Landlord from time to time. Tenant shall not paint or install lighting or decorations, signs, window or door lettering, or advertising media of any type on or about the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld or delayed; however, Landlord may withhold its consent to any such painting or installation which would affect the appearance of the exterior of the Building or of any common areas of the Building. Notwithstanding anything herein to the contrary, all signage shall be approved, produced and installed by the Landlord, at the Tenant's expense. All alterations, additions, or improvements (whether temporary or permanent in character, and including all air-conditioning equipment and all other equipment that is in any manner connected to the Building's plumbing system) made in or upon the Premises, either by Landlord or Tenant, shall be Landlord's property at the end of the Term and shall remain on the Premises without compensation to Tenant. Approval by Landlord of any of Tenant's drawings and plans and specifications prepared in connection with any improvements in the Premises shall not constitute a representation or warranty of Landlord as to the adequacy or sufficiency of such drawings, plans and specifications, or the improvements to which they relate, for any use, purpose, or condition, but such approval shall merely be the consent of Landlord as required hereunder. As between Landlord and Tenant, Landlord shall bear the risk of complying with Title III of the Americans With Disabilities Act of 1990, any state or local law equivalent or similar Laws, and all rules, regulations, and guidelines promulgated thereunder (the "**Disabilities Acts**") in the Premises and in the common areas of the Building.

(b) **Repairs; Maintenance.** Except as otherwise provided herein, Tenant shall maintain all Tenant's personal property, fixtures and equipment in a clean, safe, and operable condition, and shall not permit or allow to remain any waste or damage to any portion of the Premises. Tenant shall repair or replace, subject to Landlord's direction and supervision, any damage to the Premises caused by a Tenant Party (defined above). If Tenant fails to make such repairs or replacements within 15 days after the occurrence of such damage, then Landlord may perform such work. If any such damage affects any area outside of the Premises or the HVAC, plumbing, electrical, life-safety, or other mechanical or utility transmission facility of the Building or is visible in the elevator lobby areas of the Building or from outside of the Premises, then Landlord shall provide Tenant written notice thereof prior to making any repairs. The cost of any repair or replacement work performed by Landlord under this Section shall be paid by Tenant to Landlord within ten days after Landlord has delivered to Tenant an invoice therefore.

(c) **Performance of Work.** All work described in this Section shall be performed only by Landlord or by contractors and subcontractors approved in writing by Landlord. Landlord shall cause all contractors and subcontractors to procure and maintain insurance coverage naming Landlord and Tenant as an additional insured against such risks, in such amounts, and with such companies as Landlord may reasonably require, and to procure payment and performance bonds reasonably satisfactory to Landlord covering the cost of the work. All such work shall be performed in accordance with all Laws and in a good and workmanlike manner so as not to damage the Building (including the Premises, the structural elements, and the plumbing, electrical lines, or other utility transmission facility). All such work which may affect the Building's HVAC, electrical, plumbing, other mechanical systems, or structural elements must be approved by Landlord's usual contractor for such work.

(d) **Liens.** For any improvements that Tenant is in direct privity of contract with a contractor for, Tenant shall not permit any liens to be filed against any portion of the Premises for any work performed, materials

furnished, or obligation incurred by or at the request of Tenant. If such a lien is filed, then Tenant shall, within ten days after Landlord has delivered notice of the filing to Tenant, either pay the amount of the lien or diligently contest such lien and deliver to Landlord a bond or other security reasonably satisfactory to Landlord. If Tenant fails to timely take either such action, then Landlord may pay the lien claim without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be paid by Tenant to Landlord within ten days after Landlord has delivered to Tenant an invoice therefore.

(e) **Landlord Repairs.** Except for repair obligations of Tenant set forth in this Lease, Landlord will make all necessary repairs and replacements to the Building, structural or otherwise, and to the common areas, heating, plumbing, air conditioning and electrical systems located therein.

6. **USE.** Tenant shall use the Premises only for the permitted uses, which include administrative, medical, programming, immunizations and other aspects of Tenant's business, and shall comply with all Laws relating to the use, condition, and occupancy of the Premises. The Premises shall not be used for any use which is disreputable or creates extraordinary fire hazards. Tenant shall conduct its business and control each other Tenant Party, so as not to create any nuisance or interfere with other tenants or Landlord in its management of the Building.

7. **ASSIGNMENT AND SUBLETTING.**

(a) **Transfers.** Tenant shall not, without the prior written consent of Landlord, (1) assign, transfer, or encumber this Lease or any estate or interest herein, whether directly or by operation of law, (2) permit any other entity to become Tenant hereunder by merger, consolidation, or other reorganization, (3) if Tenant is an entity other than a corporation whose stock is publicly traded, permit the transfer of an ownership interest in Tenant so as to result in a change in the current control of Tenant, (4) sublet any portion of the Premises, (5) grant any license, concession, or other right of occupancy of any portion of the Premises, or (6) permit the use of the Premises by any parties other than Tenant (any of the events listed above being a "**Transfer**").

(b) **Consent Standards.** Landlord shall not unreasonably withhold its consent to any assignment or subletting of the Premises, provided that the proposed transferee (1) is creditworthy, (2) has a good reputation in the business community, (3) will use the Premises for a use allowable under this Lease and will not use the Premises in any manner that would conflict with any exclusive use agreement or other similar agreement entered into by Landlord with any other tenant of the Building, (4) is not another occupant of the Complex or person or entity with whom Landlord is negotiating to lease space in the Complex; otherwise, Landlord may withhold its consent in its sole discretion.

(c) **Conditions to Consent.** If Landlord consents to a proposed Transfer, then the proposed transferee shall deliver to Landlord a written agreement whereby it expressly assumes Tenant's obligations hereunder for the portions of the Premises to be transferred; however, any transferee of less than all of the space in the Premises shall be liable only for obligations under this Lease that are properly allocable to the space subject to the Transfer for the period of the Transfer. No Transfer shall release Tenant from its obligations under this Lease, but rather Tenant and its transferee shall be jointly and severally liable therefor. Landlord's consent to any Transfer shall not waive Landlord's rights as to any subsequent Transfers. If an Event of Default occurs while the Premises or any part thereof are subject to a Transfer, then Landlord, in addition to its other remedies, may collect directly from such transferee all rents becoming due to Tenant and apply such rents against Rent. Tenant authorizes its transferees to make payments of rent directly to Landlord upon receipt of notice from Landlord to do so. Tenant shall pay for the cost of any demising walls or other improvements necessitated by a proposed subletting or assignment.

8. **INSURANCE; WAIVERS; SUBROGATION; INDEMNITY.**

(a) **Insurance.** Tenant shall maintain its own protection against claims of third persons and their property arising through or out of the use and occupancy of the Premises by Tenant. All contractors hired by Tenant shall maintain worker's compensation insurance, containing a waiver of subrogation endorsement reasonably acceptable to Landlord. Tenant shall furnish its contractor's certificates of such insurance and such other evidence satisfactory to

Landlord of the maintenance of all insurance coverages required hereunder, and such insurance shall contain a written obligation on the part of each insurance company to notify Landlord at least 30 days before cancellation or a material change of any such insurance. All such insurance policies shall be in form, and issued by companies with a Best's rating of A+:VII or better, reasonably satisfactory to Landlord.

(b) The Landlord and the Tenant each agree to remain responsible for its own negligence, or tortuous acts, errors, or omissions occurring during the term of this Lease, and the acts, errors, or omissions of any of its employees, agents or associated and affiliated entities. The provisions of this Lease must not be construed as a waiver of any governmental immunity by the Tenant, or by its agencies or employees as provided by statute or modified by court decisions.

(c) The Tenant agrees that it is its responsibility to safeguard its property and equipment that it or its contractors use or have in their possession on or about the Premises; provided, further, the Tenant agrees to hold the Landlord harmless for any loss of such property or equipment.

9. **SUBORDINATION ATTORNMENT; NOTICE TO LANDLORD'S MORTGAGEE.**

(a) **Subordination.** This Lease shall be subordinate to any deed of trust, mortgage, or other security instrument (a "**Mortgage**"), or any ground lease, master lease, or primary lease (a "**Primary Lease**"), that now or hereafter covers all or any part of the Premises (the mortgagee under any Mortgage or the lessor under any Primary Lease is referred to herein as "**Landlord's Mortgagee**"). However, any Landlord's Mortgagee may unilaterally subordinate its Mortgage or Primary Lease (as the case may be) to this Lease. Tenant shall execute such documentation as the Landlord's Mortgagee may reasonably request to evidence the subordination of this Lease to such Landlord's Mortgagee's Mortgage or Primary Lease or, if the Landlord's Mortgagee so elects, the subordination of such Landlord's Mortgagee's Mortgage or Primary Lease to this Lease.

(b) **Attornment.** Tenant may attorn to any party succeeding to Landlord's interest in the Premises, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of lease, or otherwise, upon such party's request. If the Tenant agrees in writing to attorn to any party succeeding to Landlord's interest in the Premises, Tenant will take steps to execute such agreements confirming such attornment as such party may reasonably request.

(c) **Notice to Landlord's Mortgagee.** Tenant shall not seek to enforce any remedy it may have for any default on the part of the Landlord without first giving written notice by first class mail, specifying the default in reasonable detail, to any Landlord's Mortgagee whose address has been given to Tenant, and affording such Landlord's Mortgagee a reasonable opportunity to perform Landlord's obligations hereunder.

10. **RULES AND REGULATIONS.** Tenant shall comply with the rules and regulations of the Building which are attached hereto as Exhibit C. Landlord may, from time to time, change such rules and regulations for the safety, care, or cleanliness of the Building and related facilities, provided that such changes are applicable to all tenants of the Building and will not unreasonably interfere with Tenant's use of the Premises. Tenant shall be responsible for the compliance with such rules and regulations by each Tenant Party.

11. **CONDEMNATION.**

(a) **Total Taking.** If the entire Building or Premises are taken by right of eminent domain or conveyed in lieu thereof (a "Taking"), this Lease shall terminate as of the date of the Taking.

(b) **Partial Taking - Tenant's Rights** If any part of the Building becomes subject to a Taking and such Taking will prevent Tenant from conducting its business in the Premises in a manner reasonably comparable to that conducted immediately before such Taking for a period of more than 180 days, then Tenant may terminate this Lease as of the date of such Taking by giving written notice to Landlord within thirty (30) days after the Taking, and Rent and

Additional Rent shall be apportioned as of the date of such Taking. If Tenant does not so terminate this Lease, then Rent shall be abated on a reasonable basis as to that portion of the Premises rendered untenable by the Taking.

(c) **Partial Taking - Landlord's Rights.** If any material portion, but less than all, of the Building becomes subject to a Taking, or if Landlord is required to pay any of the proceeds arising from a Taking to a Landlord's Mortgagee, then Landlord may terminate this Lease by delivering written notice thereof to Tenant within thirty (30) days after such Taking, and Rent and Additional Rent shall be apportioned as of the date of such Taking. If Landlord does not so terminate this Lease, then this Lease will continue, but if any portion of the Premises has been taken, Rent shall abate as provided in the last sentence of Section 11.(b).

(d) **Award** If any Taking occurs, then Landlord shall receive the entire award or other compensation for the Building, and other improvements taken; however, Tenant may separately pursue a claim (to the extent it will not reduce Landlord's award) against the condemnor for the value of Tenant's personal property which Tenant is entitled to remove under this Lease, moving costs, loss of business, and other claims it may have.

## 12. **FIRE OR OTHER CASUALTY.**

(a) **Repair Estimate.** If the Project is damaged by fire or other casualty (a "**Casualty**"), Landlord shall, within 60 days after such Casualty, deliver to Tenant a good faith estimate (the "**Damage Notice**") of the time needed to repair the damage caused by such Casualty.

(b) **Landlord's and Tenant's Rights.** If a material portion of the Premises is damaged by Casualty such that Tenant is prevented from conducting its business in the Premises in a manner reasonably comparable to that conducted immediately before such Casualty and Landlord estimates that the damage caused thereby cannot be repaired within 30 days after the commencement of repair and a Tenant Party did not cause such Casualty, then Tenant may terminate this Lease by delivering written notice to Landlord of its election to terminate within 10 days after the Damage Notice has been delivered to Tenant. If Tenant does not terminate this Lease, then (subject to Landlord's rights under Section 12.(c)) Landlord shall repair the Premises as provided below, and Rent and Operating Expenses for the portion of the Premises rendered untenable by the damage shall be abated on a reasonable basis from the date of damage until the completion of the repair.

(c) **Landlord's Rights.** If a Casualty damages a material portion of the Building, and Landlord makes a good faith determination that restoring the Building would be uneconomical, or if Landlord is required to pay any insurance proceeds arising out of the Casualty to Landlord's Mortgagee, then Landlord may terminate this Lease by giving written notice of its election to terminate within 30 days after the Damage Notice has been delivered to Tenant, and Rent hereunder shall be abated as of the date of the Casualty.

(d) **Repair Obligation.** If neither party elects to terminate this Lease following a Casualty, then Landlord shall, within a reasonable time after such Casualty, commence to repair the Project and the Premises and shall proceed with reasonable diligence to restore the Project to substantially the same condition as it existed immediately before such Casualty; however, Landlord shall not be required to repair or replace any part of the Tenant's furniture, equipment, fixtures, and Landlord's obligation to repair or restore the Project shall be limited to the extent of the insurance proceeds actually received by Landlord for the Casualty in question.

## 13. **TAXES.**

(a) **Personal Property.** Tenant shall be liable for all taxes levied or assessed against personal property, furniture, or fixtures placed by Tenant in the Premises. If any taxes for which Tenant is liable are levied or assessed against Landlord or Landlord's property and Landlord elects to pay the same, or if the assessed value of Landlord's property is increased by inclusion of such personal property, furniture or fixtures and Landlord elects to pay the taxes based on such increase, then Tenant shall pay to Landlord, upon demand, that part of such taxes for which Tenant is primarily liable hereunder.

(b) **Real Property.** The parties acknowledge that the Premises is currently exempt from real property taxes.

14. **EVENTS OF DEFAULT.** Each of the following occurrences shall constitute an "**Event of Default**":

(a) Tenant's failure to pay Rent when due and the continuance thereof for a period of fifteen days;

(b) Failure by either party to perform, comply with, or observe any other agreement or obligation under this Lease and such failure continues for a period of 30 days after the non-defaulting party delivers to the defaulting party written notice thereof; however, if such failure is not reasonably susceptible of being cured within 30 days, then such failure shall not constitute an Event of Default if defaulting party begins to cure such failure within such 30-day period and thereafter diligently pursues the cure thereof to completion, unless it is not fully cured within an additional 30 days after the initial 30-day period expires;

(c) the filing of a petition by or against either party (1) in any bankruptcy or other insolvency proceeding; (2) seeking any relief under any state or federal debtor relief Law; (3) for the appointment of a liquidator or receiver for all or substantially all of either party's property or for either party's interest in this Lease;

(c) Tenant shall abandon the Premises or vacate any substantial portion of the Premises;

(d) the making by Tenant of an assignment for the benefit of its creditors.

15. **REMEDIES.** Upon any Event of Default and after any cure periods allowable under this Lease, the non-defaulting party may, in addition to all other rights and remedies afforded it hereunder or by law or equity, take any of the following actions:

(a) Terminate this Lease by giving defaulting party written notice thereof, in which event, Tenant shall pay to Landlord the sum of all Rent accrued hereunder up to the date of termination.

16. **PAYMENT BY TENANT; NON-WAIVER.**

(a) **No Waiver.** Landlord's acceptance of Rent following an Event of Default shall not waive Landlord's rights regarding such Event of Default. No waiver by a party of any violation or breach of any of the terms contained herein shall waive any rights regarding any future violation of such term or violation of any other term. Landlord's acceptance of any partial payment of Rent shall not waive Landlord's rights with regard to the remaining portion of the Rent that is due, regardless of any endorsement or other statement on any instrument delivered in payment of Rent or any writing delivered in connection therewith; accordingly, Landlord's acceptance of a partial payment of Rent shall not constitute an accord and satisfaction of the full amount of the Rent that is due.

17. **SURRENDER OF PREMISES.** No act by Landlord shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept a surrender of the Premises shall be valid unless the same is made in writing and signed by Landlord. When Tenant's right to possess the Premises ends, Tenant shall deliver to Landlord the Premises with all improvements located thereon in good repair and condition, reasonable wear and tear (and condemnation and fire or other casualty damage not caused by a Tenant Party, as to which Sections 11 and 12 shall control) excepted, and shall deliver to Landlord all keys to the Premises. Tenant may remove all of its trade fixtures, furniture, and personal property placed in the Premises by Tenant. Tenant shall repair all damage caused by such removal. All costs and expenses incurred by Landlord in connection with repairing or restoring the Premises to the condition called for herein, together with the costs, if any, of removing from the Premises any property of Tenant left therein, or curing any breach by Tenant, shall be invoiced to Tenant and shall be payable as additional Rent. The provisions of this Section shall survive the end of the Term.

18. **HOLDING OVER.** If Tenant fails to vacate the Premises at the end of the Term, then Tenant shall be a tenant at will and, in addition to all other damages and remedies to which Landlord may be entitled for such holding over, Tenant shall pay, in addition to the other Rent, a Rent equal to the amount it was paying at the end of the Lease Term. The provisions of this Section shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein or at law.

19. **DISPOSAL OF MEDICAL WASTES.** Tenant shall have full responsibility for handling and disposal of any medical wastes/products as required by law and health and safety practices.

20. **CERTAIN RIGHTS RESERVED BY LANDLORD.** Provided that the exercise of such rights does not unreasonably interfere with Tenant's occupancy of the Premises, Landlord shall have the following rights:

(a) to make inspections, repairs, alterations, additions, changes, or improvements, whether structural or otherwise, in and about the Project, or any part thereof; for such purposes, to enter upon the Premises (after giving Tenant reasonable written notice thereof, except in cases of real or apparent emergency, in which case no notice shall be required) and, during the continuance of any such work, to temporarily close doors, entryways, public space, and corridors in the Building; and to change the arrangement and location of entrances or passageways, doors, and doorways, corridors, elevators, stairs, restrooms, or other public parts of the Building;

(b) to take such reasonable measures as Landlord deems advisable for the security of the Project and Building occupants; evacuating the Building for cause, suspected cause, or for drill purposes; temporarily denying access to the Building; and closing the Building after normal business hours and on Saturdays, Sundays, and holidays, subject, however, to Tenant's right to enter when the Building is closed after normal business hours under such reasonable regulations as Landlord may prescribe from time to time which may include by way of example, but not of limitation, that persons entering or leaving the Building, whether or not during normal business hours, identify themselves to a security officer by registration or otherwise and that such persons establish their right to enter or leave the Building;

(c) to change the name by which the Building is designated; and

(d) to enter the Premises at all reasonable hours to show the Premises to prospective purchasers, lenders, or tenants.

21. **MISCELLANEOUS.**

(a) **Landlord's Liability.** The liability of Landlord (and its partners, shareholders or members) to Tenant (or any person or entity claiming by, through or under Tenant) for any default by Landlord under the terms of this Lease or any matter relating to or arising out of the occupancy or use of the Premises and/or other areas of the Building shall be limited to Tenant's actual direct, but not consequential, damages therefor.

(b) **Force Majeure.** Other than for Tenant's monetary obligations under this Lease and obligations which can be cured by the payment of money (e.g., maintaining insurance), whenever a period of time is herein prescribed for action to be taken by either party hereto, such party shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, Laws, or any other causes of any kind whatsoever which are beyond the control of such party.

(c) **Brokerage** Landlord and Tenant each warrant to the other that it has not dealt with any broker or agent in connection with the negotiation or execution of this Lease, other than Fulton Real Estate, LLC, Landlord's broker, whose commission shall be paid by Landlord pursuant to separate written agreements. Landlord shall indemnify the Tenant against all costs, expenses, attorneys' fees, and other liability for commissions or other compensation claimed by any other broker or agent claiming the same by, through, or under the indemnifying party.

(d) **Estoppel Certificates and Other Information.** From time to time, Tenant shall furnish to any party designated by Landlord, within ten days after Landlord has made a request therefore, a certificate signed by Tenant confirming and containing such factual certifications and representations as to this Lease as Landlord may reasonably request.

(e) **Severability.** If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future Laws, then the remainder of this Lease shall not be affected thereby.

(f) **Amendments; and Binding Effect.** The Landlord and Tenant may from time to time consider it in its best interest to change, modify or extend a term, condition or covenant of this Lease. Any such change, deletion, or modification, which is mutually agreed upon by and between the parties shall be incorporated in a written amendment ("Amendment") to this Lease. Such Amendment shall require separate approval by Detroit City Council. Such Amendment shall not invalidate this Lease nor relieve or release the parties of any of its obligations under the Lease unless stated otherwise in such Amendment. The terms and conditions contained in this Lease shall inure to the benefit of and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided. This Lease is for the sole benefit of Landlord and Tenant, and, other than Landlord's Mortgagee, no third party shall be deemed a third party beneficiary hereof.

(g) **Quiet Enjoyment.** Provided Tenant has performed all of the terms and conditions of this Lease to be performed by Tenant, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term, without hindrance from Landlord or any party claiming by, through, or under Landlord, but not otherwise, subject to the terms and conditions of this Lease.

(h) **Captions; Interpretation.** The captions in this Lease are for convenience of reference only, and do not limit or enlarge the terms and conditions of this Lease. The normal rule of construction that any ambiguities be resolved against the drafting party shall not apply to the interpretation of this Lease or any Exhibit or amendments hereto. Except as otherwise provided herein, if Landlord's determination, consent, or approval is required under this Lease, then such determination, consent or approval may be made in Landlord's sole and absolute discretion.

(h) **No Merger.** There shall be no merger of the leasehold estate hereby created with the fee estate in the Premises or any part thereof if the same person acquires or holds, directly or indirectly, this Lease or any interest in this Lease and the fee estate in the leasehold Premises or any interest in such fee estate.

(j) **No Offer** The submission of this Lease to Tenant shall not be construed as an offer, nor shall Tenant have any rights under this Lease unless Landlord executes a copy of this Lease and delivers it to Tenant.

(k) **Entire Agreement.** This Lease constitutes the entire agreement between Landlord and Tenant regarding the subject matter hereof and supersedes all oral statements and prior writings relating thereto. Except for those set forth in this Lease, no representations, warranties, or agreements have been made by Landlord or Tenant to the other with respect to this Lease or the obligations of Landlord or Tenant in connection therewith.

(l) **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Michigan.

(m) **Telecommunications.** Tenant and its telecommunications companies, including local exchange telecommunications companies and alternative access vendor services companies, shall not install and shall have no right of access to and within the Premises or Building, for the installation and operation of telecommunications systems, including voice, video, data, Internet, and any other services provided over wire, fiber optic, microwave, wireless, and any other transmission systems ("**Telecommunications Services**"), for part or all of Tenant's telecommunications within the Building and from the Building to any other location without Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed. Landlord may require Tenant to coordinate and correspond installation of its Telecommunication Services with the type and location of existing Telecommunication Services and related facilities already existing in the Building. Tenant and all providers of Telecommunications Services shall be required to comply with the rules and regulations of the Building, applicable laws and Landlord's specific

policies and practices for the Building. Tenant acknowledges that Landlord shall not be required to provide or arrange for any Telecommunications Services and that Landlord shall have no liability to Tenant in connection with the installation, operation or maintenance of Telecommunications Services or any equipment or facilities relating thereto. Tenant, at its cost and for its own account, shall be solely responsible for obtaining all Telecommunications Services.

(n) **Parking Rights.** Tenant may use, on a non-exclusive basis, all general parking areas associated with the Complex during the Lease, subject to such terms, conditions and regulations as are from time to time established by Landlord.

(o) **Exhibits.** All exhibits and attachments attached hereto are incorporated herein and made a part of this Lease by this reference.

Exhibit A -	Building Description
Exhibit B -	Premises Description
Exhibit C -	Building Rules and Regulations
Exhibit D -	Work Description

22. **NOTICES.** All notices and other communications given pursuant to this Lease shall be in writing and shall be (1) mailed by first class, United States Mail, postage prepaid, and addressed to the parties hereto as specified below, (2) hand delivered to the intended address, (3) sent by a nationally recognized overnight courier service, or (4) sent by facsimile transmission or telex followed by a confirmatory letter sent in another manner permitted hereunder. Notice sent by certified mail, postage prepaid, shall be effective three business days after being deposited in the United States Mail; all other notices shall be effective upon delivery to the address of the addressee. All notices, demands, requests, consents or approvals shall be addressed as follows:

TO THE LANDLORD:  
Department of Health & Wellness Promotion  
Attn: Director  
1600 W. Lafayette, Suite 200  
Detroit, MI 48216

TO TENANT:  
Samaritan Center, Inc.  
Attn: Property Manager  
Detroit, MI 48213

With a copy to:  
FULTON Real Estate LLC  
Attn: Barb Day  
30100 Telegraph Road, Suite 366  
Bingham Farms, MI 48025

Either party hereto shall have the right by giving fifteen (15) days written notice to the other, to change the address at which it will receive such communications. Such communications shall be deemed received upon delivery, if personally delivered.

23. **AUTHORITY OF THE CITY.** Notwithstanding anything in this Lease or otherwise to the contrary, the Tenant shall not be authorized or obligated to lease the Premises from Landlord until this Lease has been fully executed by the duly authorized representatives of the City, as well as approved by the Detroit City Council, the Mayor of the City of Detroit, the City of Detroit Law Department and any other City financial review board or commission as required by law. Any amendments or modifications must likewise be duly approved by the City Council, the Mayor, and the Law Department.

**IN WITNESS WHEREOF**, the Landlord and the Tenant, by and through their authorized officers and representatives, have executed this Lease as follows:

**WITNESSES:**

1.   
Print: Kassie Kretzschmar

2.   
Print: Karen Rupley

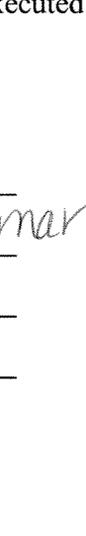
**LANDLORD:**

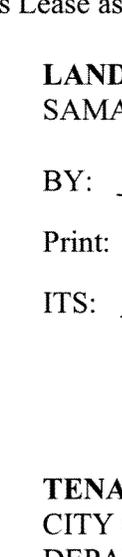
SAMARTIAN CENTER, INC.

BY:   
Print: Br. Francis Boylan, CSC

ITS: President

**WITNESSES:**

1.   
Print: Kizzi Montgomery

2.   
Print: Veronica Benjamin

**TENANT:**

CITY OF DETROIT  
DEPARTMENT OF HEALTH & WELLNESS  
PROMOTION

BY:   
Print: Verwice D. Anthony

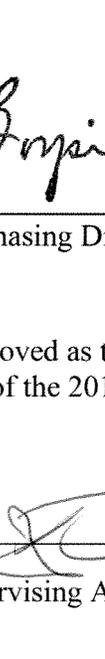
ITS: Director

Approved by Detroit City Council on:

APR 28 2015

FRC APPROVAL

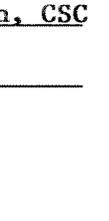
MAY 18 2015



Purchasing Director

6/2/2015

In accordance with §18-5-4 of the Detroit City Code, I hereby certify that proper and fair consideration has been received by the City pursuant to this contract.

  
Finance Director

Approved as to form in accordance with § 7.5-206 of the 2012 City of Detroit Charter.

  
Supervising Assistant Corporation Counsel

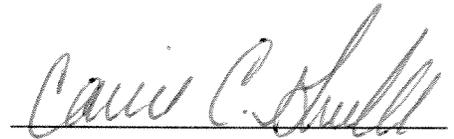
**THIS LEASE IS NOT VALID OR AUTHORIZED UNTIL APPROVED BY THE DETROIT CITY COUNCIL.**

**CORPORATE ACKNOWLEDGMENT**

STATE OF MICHIGAN     )  
  )SS.  
COUNTY OF WAYNE     )

The foregoing instrument was acknowledged before me on this 24 day of February 2015, by BR. FRANCIS BOYLAN the PRESIDENT of the Samaritan Center, Inc., on behalf of the Michigan non-profit corporation.

CARRIE C GRULKE  
Notary Public, State of Michigan  
County of Lenawee  
My Commission Expires 07-26-2018  
Acting in the County of Lenawee



Notary Public, Wayne County, MI

My commission expires: 7/26/18

**CITY ACKNOWLEDGMENT**

STATE OF MICHIGAN     )  
  )SS.  
COUNTY OF WAYNE     )

The foregoing instrument was acknowledged before me on this 26 day of February 2015, by Vernice Anthony, the Director of the Department of Health & Wellness Promotion, City of Detroit, Michigan, a municipal corporation.

Madge M. White

Notary Public, Wayne County, MI

My commission expires: 8/31/18

**MADGE M. WHITE**  
**NOTARY PUBLIC-STATE OF MICHIGAN**  
**COUNTY OF WAYNE**  
My Commission Expires 8/31/18

**RESOLUTION OF CORPORATE AUTHORITY**

I, Paul Neitman, Corporation Secretary of Samaritan Center, Inc., a non-profit corporation (the "Company") **DO HEREBY CERTIFY** that the following is a true and correct excerpt from the minutes of the meeting of the Board of Directors duly called and held on 9/19/2012, and that the same is now in full force and effect:

**"RESOLVED**, the President, each Vice President, the Treasurer, and the Secretary and each of them, hereby is authorized to execute and deliver, in the name and on behalf of the Company and under its corporate seal or otherwise, any agreement or other instrument or document in connection with any matter or transaction that shall have been duly approved; the execution and delivery of any agreement, document, or other instrument by any of such officers to be conclusive evidence of such approval."

**FURTHER, I CERTIFY** that Br. Francis Boylan, CSC is President,  
Eva Garza-Dewaeische Is (are) Vice President(s),  
n/a Is Treasurer,  
Paul Neitman Is Secretary.

**FURTHER, I CERTIFY** that any of the aforementioned officers of the Company are authorized to execute and commit the Company to the conditions, obligations, stipulations and undertakings contained in the Lease and that all necessary corporate approvals have been obtained in relationship thereto.

**IN WITNESS THEREOF**, have set my hand this 24 day of February, 2015.

CORPORATE SEAL  
(if any)

Paul Neitman  
Corporation Secretary

**EXHIBIT A**

**BUILDING DESCRIPTION**

The Building, also known as The Wellness Center, is located on the Samaritan Center Complex at 5555 Conner, Detroit, MI 48213.



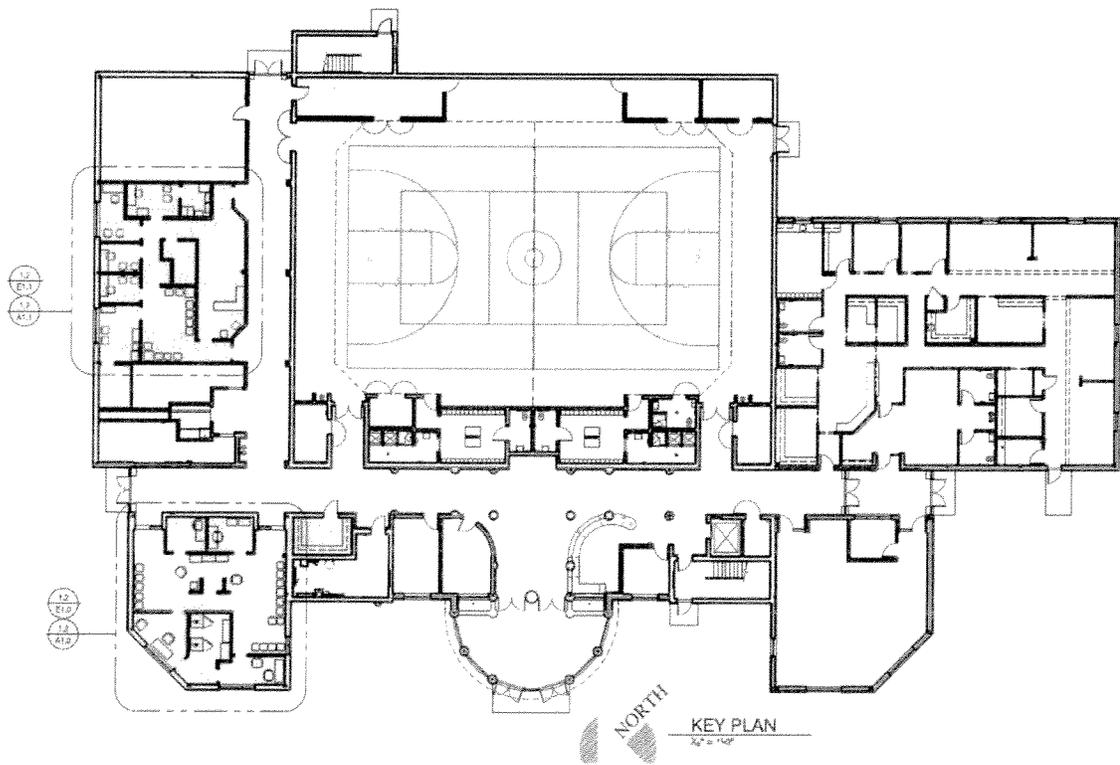
**EXHIBIT B**

**PREMISES DESCRIPTION**

The Premises consists of 3,356 square feet of space on the first floor of the Building. For the Landlord's purposes, a percentage of the common area of the Building is included in the square footage calculation of the Premises. However, the percentage of the common area amounts in no way limit the Tenant's access and use of all of the common areas of the Building.

The square footage is calculated as follows: Office Space 2,896 sq ft + Common Area of 145 = 3,041 sq ft  
Storage 300 sq ft + Common Area of 15 = 315 sq ft  
Total 3,356 sq ft

The Premises is further defined by the yellow highlighted areas in the floor plan below:



## EXHIBIT C

### BUILDING RULES AND REGULATIONS

The following rules and regulations shall apply to the Premises, the Building, the common areas, and the appurtenances thereto (Any reference to Tenant in these Rules and Regulations will also include (unless the context makes such reference inappropriate) Tenant's agents, servants, employees, licensees, invitees and visitors.)

1. The sidewalks, entrances, vestibules, passages, corridors, halls, elevators and stairways may not be obstructed or cluttered by any tenant or be used for any purpose other than for access to the Premises. Landlord reserves the right to restrict and regulate the use of the public areas of the Building by any tenant, allocate certain elevator or elevators and the hours of use thereof for delivery service, and to designate which Building entrance or entrances must be used by persons making deliveries in the Building.

2. No curtains, blinds, shades or screens, other than those furnished by Landlord, may be used in connection with any window or door in the premises without the prior written consent of Landlord. Such curtains, blinds, shades, screens or other fixtures must be of a quality, type, design and color and attached in the manner approved by Landlord.

3. Tenants may not display any signs or lettering on any window in their premises or in the common areas without Landlord's prior written consent. Landlord may remove any sign or lettering violating this rule without any liability and may charge (as Additional Rent) the expense incurred by such removal to the tenant or tenants violating this rule. Interior signs on doors or adjacent sidelights will be affixed for each tenant by Landlord, at the expense of such tenant, and must be of a size, color and style acceptable to Landlord (the "Permitted Signage"). Tenant shall prepare at its costs the plans and specifications for the Permitted Signage. The plans and specification shall be subject to the Landlord's approval. Once the plans have been approved, the Landlord shall install the Permitted Signage at the expense of the Tenant. The Landlord will invoice the Tenant for such costs, and Tenant shall pay the invoice within ten (10) days after receipt of the invoice.

4. The windows, doors and skylights that reflect or admit light and air into the common areas in the Building may not be covered or obstructed by any tenant.

5. The water fountains, toilets, lavatories and other plumbing fixtures may not be used for any purpose other than those for which they are constructed, and no sweepings, rubbish or other substances may be thrown therein. All damages resulting from any misuse of the fixtures will be the responsibility of the tenant who caused the damages.

6. Tenants may not move, mark, paint, puncture, drill into or in any way deface any part of the premises or the Building, including but not limited to, partitions, woodwork and walls. No boring, cutting or stringing of wires will be permitted without Landlord's prior written consent, which consent shall not be unreasonably withheld, and as Landlord may direct. Minor and insubstantial installation of art work will be permitted without Landlord's prior consent, except that upon surrender, Tenant shall bear the cost of any repairs necessitated by such installation. Only contractors approved in writing by Landlord may be employed by any tenant for making repairs, changes or any improvements to its premises. Tenants may not lay floor covering, other than rugs, so that the same will come in direct contact with the floor of their premises; and if linoleum or other similar floor covering is desired (and such use is approved by Landlord), an interlining of builder's deadening felt must be first affixed to the floor by a paste or other material soluble in water. The use of cement or other similar adhesive material is expressly prohibited. Metal cabinets on tile floors must be set on noncorrosive pads.

7. No bicycles, vehicles or animals (except seeing-eye dogs) of any kind may be brought into or kept in or about the Tenants' premises or the Building.

8. No space in the Building may be used for the storage of merchandise or for the sale of merchandise, goods or property of any kind at auction without the prior written consent of Landlord, or for lodging, sleeping or any immoral purposes. Any storage permitted by Landlord shall be subject to all applicable laws and Tenant shall pay the cost of installing, altering and maintaining any fire suppression systems required because of such storage.

9. No tenant may make or permit to be made any disturbing noises or disturb or interfere with occupants of this or neighboring buildings or premises or those having business with them. No tenant may throw anything out of the doors or down the passageways, stairs or elevator shafts or sweep anything into the corridors, hallways or stairs of the Building.

10. No additional locks or bolts of any kind may be used on any of the doors by any tenant, nor may any changes be made in existing locks or the mechanism thereof without the prior written consent of Landlord. Each tenant must, upon the termination of its tenancy, return to Landlord all keys and Building security passes and cards either furnished to or otherwise obtained by such tenant. If any keys so furnished are lost, such tenant will pay Landlord the cost of replacement or, in the alternative, at Landlord's option, the cost of re-keying the locks.

11. Landlord will have the right to prohibit any advertising by any tenant which, in Landlord's opinion, tends to impair the reputation of the Building or its desirability as a building for offices and, upon written notice from Landlord, tenants will refrain from or discontinue such advertising. Tenants may not use the name of the Building or its owner in any advertising without the express written consent of Landlord, which consent shall not be unreasonably withheld.

12. Each tenant, before closing and leaving its premises at any time, must see that its entrance doors are closed and locked and that Building security regulations are followed.

13. Canvassing, soliciting and peddling are prohibited in the Building, and each tenant will cooperate to prevent the same.

14. Hand trucks, other than those equipped with rubber tires and side guards, may not be used in any tenant's premises or in the common areas of the Building.

15. Without limiting any other provisions of this Lease, including these Rules and Regulations, no tenant may install, attach or bring into its premises any instrument, duct, refrigerator, air conditioner, water cooler or any other appliance requiring the use of gas, electric current or water, without first obtaining Landlord's written permission, which permission shall not be unreasonably withheld. Any breach of this Regulation will authorize Landlord to enter the premises and remove whatever the tenant may have so installed, attached or brought in, and charge the cost of such removal and any damage that may be sustained thereby as additional Rent payable at Landlord's option immediately or with the next rental payment.

16. Business Hours are defined in the Lease. During non-business hours, Landlord reserves the right to deny access to the Building and any tenant's premises to all persons who do not have written authorization from the tenant.

17. Safes and/or other heavy items may be brought into the Building or located in any tenant's premises only with Landlord's prior written consent, which consent shall not be unreasonably withheld.

18. No tenant at any time may bring or keep in its premises any toxic, flammable, combustible, or explosive fluid, chemical or substance, except any such substance necessary to enable the provision of medical services performed by the tenant (if a Permitted Use) and not prohibited by any federal or state law or regulation. Any such substance shall be specifically disclosed to Landlord and Landlord's written permission obtained to keep such substances on the leased premises.

19. Tenants may not do any cooking, conduct any restaurant, luncheonette or cafeteria for the sale or service of food or beverages to their employees or to others, or cause or permit any odors of cooking or other processes of any unusual or objectionable odors to emanate from their premises.

20. Movement in or out of the Building of furniture or office equipment, or dispatch or receipt by tenants of any bulky material, merchandise or materials which require use of elevators or stairways, or movement through the Building entrances or lobby shall be conducted under Landlord's supervision at such times and in such a manner as Landlord may reasonably require. Each tenant assumes all risks of and shall be liable for all damage to articles moved

and injury to persons or public engaged or not engaged in such movement, including equipment, property and personnel of Landlord if damaged or injured as a result of acts in connection with carrying out this service for such tenant.

21. No vending or dispensing machines of any kind may be maintained in any leased premises without the prior written permission of Landlord.

22. All vehicles are to be currently licensed, in good operating condition, parked for business purposes having to do with Tenant's business operated in the Premises, parked within designated parking spaces, one vehicle to each space. No vehicle shall be parked as a "billboard" vehicle in the parking lot. All vehicles shall have attached to a parking sticker to be provided by Landlord. Any vehicle parked improperly or not displaying a parking sticker may be towed away. Tenant, Tenant's agents, employees, vendors and customers who do not operate or park their vehicles as required shall subject the vehicle to being towed at the expense of the owner or driver. Tenant shall indemnify, hold and save harmless Landlord of any liability arising from the towing of any vehicles belonging to a Tenant Party.

23. No tenant may enter into phone rooms, electrical rooms, mechanical rooms or other service areas of the Building unless accompanied by Landlord's property manager or engineer.

24. The Building is designated as a no smoking building. No smoking shall be permitted in the Premises, in the Building, or outside the Building, except in areas designated by Landlord.

25. Landlord shall provide to each Tenant's employees one identification badge. The badges must be displayed for access to the Building. The Tenant shall pay for the cost of any replacement badges. All guest of the Tenant must sign-in at the guard station before being granted access to the Building.

26. Tenant shall be responsible for all pest control for the Premises.

**EXHIBIT D**

**WORK DESCRIPTION**

The Work to be completed by the Landlord shall the following costs:

Green Construction.....	\$49,657.00
<u>Steven C. Flum, Inc. ....</u>	<u>\$4,900.00</u>
 Total Cost of Work.....	 \$54,557.00

The description of the Work is further detailed on the following breakdowns from Green Construction (dated 02/13/2015) and Steven C. Flum, Inc. (dated 12/09/2015). The Landlord is solely responsible for the costs of the Work, including any and all additional services that may be required to complete the scope of work.

**Green Construction**

14530 Huron River Drive  
 Romulus, Michigan, 48174  
 810-533-4185 Fax 734-955-2641  
[greconstruction@aol.com](mailto:greconstruction@aol.com)

Feb 13, 2015

To: Mike Alm  
 Samaritan Center  
 5555 Conner Ave  
 Detroit MI 48213

For: Ford Wellness Center  
 5555 conner  
 Detroit MI 48213

AREA 1,	Billing, Check in, Nurse areas		
	Approx 122lf of new wall finished ready for paint		\$6,100.00
	7 Prefinished doors, frames and hardware to match existing		\$7,000.00
	Remove and cap plumbing for one sink		\$250.00
	300sf of VCT - Carpet to remain in all other areas		\$750.00
	New vinyl base at VCT		\$150.00
	Paint new construction Areas		\$1,500.00
	New plugs and switch as required per local city code		\$1,500.00
	Rework existing lights		\$500.00
	New ceiling lights needed for new wall layout (5)		\$1,500.00
	Exit/Emergency lights (3)		\$500.00
		TOTAL	19,750.00
Millwork	CHECK IN		
	35lf lower counter	\$1,925	
	Approx 20lf upper counter	\$850	
	Two 15" file bases	\$800	
		\$3,575	
	10%	\$357	
	Total	\$3,932	

AREA 2	Offices, Lab, Nutrition, Clerical, Ect	
	Approx 145lf new wall	\$7,250.00
	9 prefinished door frames and hardware to match existing	\$9,000.00
	130sf of VCT - Carpet to remain in all other areas	\$300.00
	Vinyl base at VCT area	\$125.00
	Paint new construction areas	\$1,750.00
	New plugs and switches as required per local code	\$1,750.00
	Rework existing ceiling lights	500.00
	New ceiling lights as needed for new wall layout (5)	\$800.00
	New exit/emergency lights (3)	\$400.00
	<b>Total</b>	<b>\$21,875.00</b>
MISC	General Condition	
	Floor protection, Clean up, Ect	
	Dumpster	\$600
	Permits, Electrical and Building	500.00
	Not included, unforeseen electrical, building, plumbing, HVAC, ECT	1,500.00
	New plumbing for sink in break room	
	New 25x22 ss sink and faucet	
	Break floor in mechanical room for sanitary drain	
	Replace concrete	1,500.00
	<b>Total</b>	<b>\$4,100</b>
AREA 1		\$19,750.00
AREA 2		\$21,875.00
MISC		\$4,100.00
Millwork 1		\$3,997.00
	<b>Total</b>	<b>\$49,657</b>

*Handwritten signature and date: 2-13-15*

*Handwritten signature: Gregory Green*  
 \_\_\_\_\_  
 GREGORY GREEN

December 9, 2014

**STEVEN C. FLUM, INC.**  
architecture • urban planning



## **Samaritan Center**

**Michael Alm**  
**5555 Conner Ave.**  
**Detroit, Michigan 48213**

**PROJECT: City of Detroit Tenant Space**

**RE: Professional Architectural Services**

Dear Michael,

Thank you for the opportunity to submit this proposal for architectural services towards the tenant improvements in the Wellness Center Building . It is our understanding that you are requesting the following general scope of work.

### **SCOPE OF WORK**

Design and Construction Documentation for the proposed new tenant City of Detroit Immunization and Woman Infant and Children (WIC) programs.

### **BASIC SERVICES \***

In order to accomplish these tasks, we will provide the following services:

#### **\* DESIGN DEVELOPMENT**

Steven C. Flum, Inc. will meet with City of Detroit representative to obtain space and programing information on each of the program tenant spaces. Floor and ceiling plan layouts will be created and presented. The Design Development documents fixes and describes the scope and character of the project, material and the appropriate elements.

#### **\* CONSTRUCTION DOCUMENTS**

Construction Documents are based on approved Design Development drawings providing detailed requirements for construction. This material will be prepared according to prevailing construction codes. Mechanical and Electrical engineering will be provided by the contractor as a Design / Build. The Owner will be assisted with the submission and approval of site plan review process and building permit. The Construction Documents will be released to general contractors or construction managers for bidding following the Owner's approval. At the completion of the Construction Document Phase you will have the following drawings:

**3105 Hobrook Street Hamtramck, Michigan 48212**  
**phone: 313.831.2844      email: [sflum@stevencflum.com](mailto:sflum@stevencflum.com)**

- Cover sheet with overall building reference floor plan
- Existing condition floor plan / selective demolition
- Floor plan and ceiling plan for WIC
- Floor plan and ceiling plans for Immunization and adjacent support rooms
- Door and finish schedules and miscellaneous details
- Schematic power/data and lighting plans

### **\* CONSTRUCTION PERIOD**

During the construction phase Steven C. Flum, Inc. will review shop drawings and provide limited site observation. Steven C. Flum, Inc. will be responsible for interpretation and clarification of the construction documents. Changes and or revisions in the Construction Period by the Owner or beyond our firm's control will be performed as an additional service upon written approval of the Owner.

### **TIME FRAME**

The time required to complete the Design Development phase will be 1 week plus review time. When approval has been received on the preceding phase the Construction Document phase will be completed within 2 weeks.

### **COMPENSATION FOR PROFESSIONAL SERVICES**

Compensation for professional services in this proposal is a lump sum of \$4,900. This proposal and fee is assuming there are no extenuating circumstances with the existing building. Steven C. Flum, Inc. has assumed it to be normal.

### **REIMBURSABLE EXPENSES**

Reimbursable expenses are in addition to the compensation for Basic and Additional Services, and include actual expenditures made by Steven C. Flum, Inc. in the interest of the project. For budget purposes, 2% of the professional fees are estimated for expenses. An administrative markup of 10% will be applied to all costs.

#### **Expenses shall include:**

- Reproduction of documents
- Postage and courier delivery
- Mileage and parking

### **PAYMENT OF COMPENSATION AND REIMBURSABLE EXPENSES**

An initial retainer of \$2,000 shall be made upon execution of this proposal and the balance to be paid after completion of construction documents.

Payments on account for Basic Services and Reimbursable Expenses shall be made within 30 days of the invoice date. Invoices are submitted on the first of the month for work completed during the previous month. A 3% service charge per month will be applied on all outstanding invoices.

**ADDITIONAL SERVICES\*\***

Additional services performed at the request of the Owner or which change the scope of the project will be charged to the Owner on an hourly basis, at the following rates:

Principal:	\$90.00 per hour
Project Manager:	\$70.00 per hour
CAD Technician:	\$50.00 per hour
Clerical:	\$30.00 per hour

Estimated cost of the change will be presented the Owner for approval prior to the commencement of the change.

**THE OWNER'S RESPONSIBILITIES**

- ◆ The Owner shall provide full information regarding the requirements for the project.
- ◆ The Owner shall designate when necessary, a representative authorized to act in their behalf with respect to the project.
- ◆ The Owner or representative shall examine documents submitted by Steven C. Flum, Inc., attend meetings with local authorities and shall enter decisions pertaining promptly to avoid unreasonable delays in the project time frame.
- ◆ Mechanical and Electrical engineering is not included in this proposal. If the City of Detroit requires construction documents sealed by an engineer we recommend the Owner contract with the previous building engineers.

If this proposal meets with your approval, please sign both originals, return one to our office, and retain one for your records. This proposal is valid for 30 days.

*"The opportunity to present this proposal is appreciated. We are enthusiastic about the project and look forward to serving you."*

Sincerely,  
Steven C. Flum, Inc.



12/9/2014

\_\_\_\_\_  
Steven Flum, AIA    President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**AFFIDAVIT OF DISCLOSURE OF INTERESTS BY CONTRACTORS AND VENDORS**

**Instructions.** This disclosure affidavit fulfills requirements of Section 2-106.2 and Section 4-122 of the 2012 Detroit City Charter and Section 2-6-34 of the 1984 Detroit City Code. Please complete all applicable sections by typing or legibly printing. Where a section does not apply, please check the appropriate box and skip to the next section. If necessary, provide additional information on page 4 or attach additional documents to this disclosure affidavit. This disclosure affidavit must be signed and notarized and filed with the City of Detroit Board of Ethics, Coleman A. Young Municipal Center, 2 Woodward Ave, Suite 1240, Detroit, MI 48226 (City Code § 2-6-34(b)).

Note: "Immediate family member" of a person is that person's spouse, domestic partner, an individual living in the person's household, or an individual claimed as a dependent or spouse's dependent under the Internal Revenue Code. (City Charter § 2-105.A.20; City Code § 2-6-3)

**Section 1 - Identity of Contractor/Vendor (City Charter § 2-106.2.2; City Code § 2-6-34)**

Provide the complete name of the individual, company or other entity or organization making this disclosure:

Name SAMARITAN CENTER, INC.  
Street address 5555 CONNER AVE., SUITE 2210  
City DETROIT State MI Zip code 48213  
Telephone 313-579-4546 Fax 313-579-4169 Email mowens@hccsnet.org

If the filer is a business entity, print the name, title, and contact information of the authorized individual signing for the business entity:

Name JOHN LYNCH Title CEO  
Telephone 268-2685 Fax 517 423 5442 Email jlynch@hccsnet.org

**Section 2 - Financial Interests in Matters Pending Before City (City Charter § 2-106.2.2; City Code § 2-6-34(a)(1), (2))**

The above named contractor or vendor or an immediate family member thereof

- has (if checked, complete rest of section below)  
 does not have (if checked, skip to next section)

a financial interest, direct or indirect, in the following matters that are pending before  the Detroit City Council or  the following office, department or agency of the City \_\_\_\_\_

Matter \_\_\_\_\_

Interested Party (if an immediate family member, please provide an address and phone number and the nature of the relationship to the filer): Name \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip code \_\_\_\_\_

Telephone \_\_\_\_\_ Relationship \_\_\_\_\_

Nature of financial interest LEASE OF SPACE AT 5555 CONNER, DETROIT MI  
48213

Estimated value of the financial interest \_\_\_\_\_

**Section 3 - Interests in Property Subject to Decision by City (City Code § 2-6-34(a)(3))**

The above named contractor or vendor or an immediate family member thereof

- has (if checked, complete rest of section below)
- does not have (if checked, skip to next section)

an interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, improvement, special designation tax assessment or abatement, or a development agreement.

Interested Party (if an immediate family member, please provide an address and phone number and the nature of the relationship to the filer): Name \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip code \_\_\_\_\_

Telephone \_\_\_\_\_ Relationship \_\_\_\_\_

Description of real or personal property \_\_\_\_\_

LEASE OF SPACE AT 5555 CONNER, DETROIT, MI 48213

Nature of interest \_\_\_\_\_

Estimated value of the interest \_\_\_\_\_

**Section 4 – Political/Campaign Contributions and Expenditures (City Charter § 4-122; City Code § 2-6-34(a)(4))**

- The Statement of Political Contributions and Expenditures required by City Charter § 4-122, ¶ 2, is attached as an exhibit to this disclosure affidavit, and is current and accurate as of the date stated therein.

The above named contractor or vendor

- is (if checked, attach most recent report to this disclosure)
- is not (if checked, skip to next section)

required to file reports of campaign contributions and expenditures in accordance with other applicable law.

**Section 5 - Immediate Family Members Employed by or Seeking Employment with City (City Code § 2-6-34(a)(5))**

Please identify any immediate family member who is employed by or making application for employment with the City of Detroit.

If none, check here  and skip to next section; otherwise, complete rest of section below:

Name \_\_\_\_\_

Street address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip code \_\_\_\_\_

Phone \_\_\_\_\_

Nature of relationship to filer \_\_\_\_\_

Department/agency employed by or seeking employment with \_\_\_\_\_

Position held or sought \_\_\_\_\_

**Section 6 - Persons with Financial Interest in Contractor's/Vendor's Matters Pending Before City (City Code § 2-6-34(a)(6), (7))**

Please identify all persons or entities having a financial interest, direct or indirect, in any matter the contractor or vendor has pending before the Detroit City Council or before any office, department or agency of the City. Complete on additional page(s), if necessary.

If none, check here  and skip to next section; otherwise, complete rest of section below

Name SAMARITAN CENTER, INC.

Street Address 5555 CONNER AVE., SUITE 2210

City DETROIT State MI Zip code 48213

Contract or matter in which the person or entity named has an interest \_\_\_\_\_

The above contract or matter is pending before  the Detroit City Council or  the following office, department or agency of the City \_\_\_\_\_

Nature of financial interest LEASE OF SPACE AT 5555 CONNER, DETROIT, MI

Estimated value of the financial interest \_\_\_\_\_ 48213

**Section 7 - Affirmation of Accuracy of Disclosure (City Charter § 2-106.2.3; City Code § 2-6-34(b))**

I understand that the information provided in this disclosure will be relied upon by the City of Detroit in evaluating the proposed bid, solicitation, contract, or lease. I swear [or affirm] that the information provided is accurate. If I am signing on behalf of an entity, I swear [or affirm] that I have the authority to provide this disclosure on behalf of the entity.

Sign name: [Signature]

Print name: John Lynch

Sworn and subscribed to before me on April 9, 2015

[ by John Lynch, the CEO ]

[name] [title]  
of the above named contractor/vendor, an authorized representative or agent of the contractor/vendor ]

Sign: [Signature]

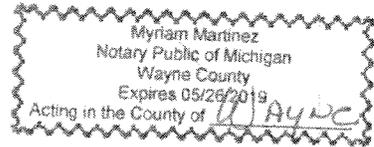
Notary Seal (if desired)

Print: Myriam Martinez

Notary Public, Wayne County, Michigan,

Acting in Wayne County

My Commission Expires: 2019







**STATEMENT OF POLITICAL CONTRIBUTIONS AND EXPENDITURES** (City Charter § 4-122; City Code § 2-6-34(a)(4))

“**City Charter § 4-122, § 2:** For purposes of conflicts of interest, the City shall require in all of its contractual agreements, including, but not limited to, leases, service and equipment agreements and including contract renewals, that the contractor provide a statement listing all political contributions and expenditures (“**Statement of Political Contributions and Expenditures**”), as defined by the Michigan Campaign Finance Act, MCL 169.201, *et seq.*, made by the contractor, its affiliates, subsidiaries, principals, officers, owners, directors, agents or assigns to elective city officials within the previous four (4) years. Individuals shall also list any contributions or expenditures from their spouses.”

**Instructions:** In accordance with Section 4-122 of the 2012 Detroit City Charter, you must provide the following information, sign this document, have it notarized, and submit it to the City. If additional space is needed, please enter “see additional sheet(s)” on the last row and attach additional sheets.

- In Column A, enter the name of the person or company that made the contribution or expenditure. If there were no political contributions or expenditures made, enter **NONE**.
- In Column B, enter the relationship of the donor to the contractor or vendor, that is, contractor, affiliate, subsidiary, principal, officer, owner, director, agent, assignee, or spouse of any of the foregoing who are individuals.
- In Column C, enter the name of the recipient, an elective city official which under Charter § 3-107, includes only the Mayor, the City Clerk, and members of the City Council and the Board of Police Commissioners.
- In Column D, enter the amount of the contribution or expenditure, as defined in the Michigan Campaign Finance Act, 1976 PA 388, MCL 169.204 and MCL 169.206.
- In Column E, enter the date of the contribution or expenditure. This statement must include all contributions and expenditures within the previous four years.

(A)	(B)	(C)	(D)	(E)
Donor	Relationship to Contractor/Vendor	Recipient	Amount of Contribution or Expenditure	Date
None				

(EXHIBIT E TO CONTRACT/LEASE, Contract No. 2904782)

STATEMENT OF POLITICAL CONTRIBUTIONS AND EXPENDITURES (City Charter § 4-122; City Code § 2-6-34(a)(4))

Donor	Relationship to Contractor/Vendor	Recipient	Amount of Contribution or Expenditure	Date
<u>None</u>				

Except as set forth above, I certify that no contributions or expenditures were made to elective city officials within the previous four (4) years by the contractor, its affiliates, subsidiaries, principals, officers, owners, directors, agents, assigns, and, if any of the foregoing are individuals, their spouses.

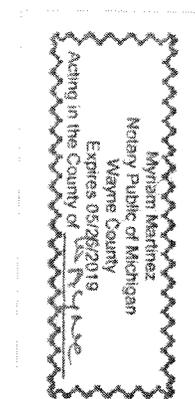
I understand that the information provided in this disclosure will be relied upon by the City of Detroit in evaluating the proposed bid, solicitation, contract, or lease. I swear [or affirm] that the information provided is accurate. If I am signing on behalf of an entity, I swear [or affirm] that I have the authority to provide this disclosure on behalf of the entity.

Sign name: [Signature]  
 Print name: John Lynch

Sworn and subscribed to before me on April 9, 2015 [by Myrriam Martinez], the CEO of the above named contractor/vendor, an authorized representative or agent of the contractor/vendor].

Sign: [Signature]  
 Print: Myrriam Martinez  
 Notary Public, Wayne County, Michigan,  
 Acting in Wayne County

My Commission Expires: 2019  
 Notary Seal (if desired)



**Account Strings for Contract #2904782 (Samaritan Lease)**

1. 2104 252975 000096 628500 13920 000000 A1530

2. 2104 258328 000096 628500 13914 000000 A1530

**Lena Willis - Re: Samaritan Lease**

**From:** Kizzi Montgomery  
**To:** Deborah Whiting; Lena Willis  
**Date:** 4/1/2015 12:55 PM  
**Subject:** Re: Samaritan Lease  
**Cc:** Barbara Cerda

---

- 1. Purpose of the Lease:** Currently, Women Infant and Children Nutrition (WIC) and Immunization programs are operating in the city-owned Northeast Health Clinic (NEHC). NEHC is in a state of disrepair and has not been maintained throughout the years. The City does not have the funding or the desire to bring this building to an acceptable state or maintain on a daily basis. There are several problems with the building, including lost power, current suspicion of gas leaks, and lost heat. The structure of the building is haphazard and the space is underutilized. Dental services, previously provided at NEHC, are currently being provided at Michigan Dental Community Clinic, at the Samaritan Annex, through the bidding process.

Relocation of NEHC services including, WIC, Social Work outreach services for the dental program and Immunization services will allow for a one stop shopping experience in a well maintained facility as well as a safe secure environment free of the constant threat of losing power.
- 2. Justification of the Samaritan Center:** This location allows one stop shopping adding WIC and immunizations to dental clinic already housed there. The location improves access for clients, including access to bus routes and is approved by the Michigan Department of Community Health. Samaritan building and relationship also offers future opportunity for expanded initiatives and programs. To DHWP's knowledge there were no other locations available within the state's acceptable zip loactions, suitable for WIC or offering "one stop shopping'.
- 3. Ramona Pearson contract:** Insurance cert needs to include professional liability, auto, general and excess & COD named as additionally insured: DHWP has been working with Ramona Pearson to try to gather the correct documents to submit. We have received multiple policies from multiple insurance companies. We will continue to try to obtain the insurance documents that are acceptable to the City.

<<< Lena Willis 3/31/2015 12:26 PM >>>

FEB 16 2015



### REQUEST FOR INCOME TAX CLEARANCE

REQUESTING DEPARTMENT/DIVISION: Health and Wellness Promotion

E-MAIL ADDRESS: montgomeryk@detroitmi.gov

CONTACT NAME: Kristi Montgomery PHONE: 313-424 FAX: 313-4475

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

<p><b>To:</b> A. City of Detroit Income Tax Division Coleman A. Young Municipal Center 2 Woodward Avenue, Ste. 512 Detroit, MI 48226</p> <p>Phone: (313) 224-3322 or 224-3379 Fax: (313) 224-4588</p>	<p><b>For:</b> Individual or Company Name: <u>Samaritan Center, Inc.</u> Address: <u>5855 Conner Ave Suite 2210</u> City: <u>Detroit</u> State: <u>MI</u> Zip Code: <u>48213</u> Telephone: <u>313-579-4546</u> Fax #: <u>313-579-4169</u> E-mail Address: <u>msw@samibccnet.org</u></p>
---	--

<p><b>B. Name of Chief Financial Officer/Authorized Contact Person</b> (include address if different from above) <u>John Lynch CEO/CEO/contact: Mark Owens</u></p> <p>Employer Identification or Social Security Number: <u>38-3580104</u></p>	<p>Telephone #: <u>313-268-2555</u> Fax #: <u>313-579-4169</u> Spouse Social Security Number: _____</p>
--	---

Nature of Contract: \_\_\_\_\_

**BID CONTRACT AMOUNT (if known):**  
Labor: \$ \_\_\_\_\_ Material: \$ \_\_\_\_\_

Contract # (if known): \_\_\_\_\_

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

Check One:  Individual  Corporation  Partnership  Estate & Trust

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

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

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

5. Is the company a sole business in Detroit? If yes, attach Employee Registration (Form DSS-4).  Yes  No
6. Will the company have employees working in Detroit?  Yes  No
7. Will the company use sub-contractors or independent contractors in Detroit?  Yes  No

**D. FOR INCOME TAX USE ONLY**

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

<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Signature: _____	Date: _____	Expires: _____
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Signature: _____	Date: _____	Expires: _____
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Signature: _____	Date: _____	Expires: _____

VISIT OUR WEBSITE FOR INFORMATION AND TAX FORMS AT: [www.detroitmi.gov](http://www.detroitmi.gov)

NOTE: An approved Income Tax Certificate may be used in multiple city wide departments that require a bid. Please email your completed request form (preferably in pdf format) to: [IncomeTaxClearance@detroitmi.gov](mailto:IncomeTaxClearance@detroitmi.gov).

FEB 16 2015 FEB 16 2015

CITY OF DETROIT

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

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

ADDRESS OF DEPARTMENT 1600 W. Lafayette, Suite 200
DATE SENT 02/09/2015 CONTACT PERSON Kizzi Montgomery
PHONE NUMBER (313) 876-4341 FAX NUMBER EMAIL montgomeryk@detroitmi.gov
CONTRACT AMOUNT \$

SECTION B: CORPORATION LICENSE TYPE Non-profit Corporation
CORPORATION NAME Samaritan Center, Inc.
ADDRESS 5555 Conner Ave. CITY/STATE/ZIP Detroit OWN LEASE
CITY PERSONAL PROPERTY NUMBER FID / EIN NUMBER 38-3580104
OTHER CITY-OWNED PROPERTY PARCELS
CONTACT PERSON Mark Owens PHONE NUMBER (313) 579-4546 EMAIL ADDRESS mowens@hccsnet.org

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

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

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

REVENUE COLLECTIONS
APPROVED
CONTRACT CLEARANCES

FOR TREASURY COLLECTION USE ONLY:

APPROVED DENIED DENIED WITH ATTACHMENTS
SIGNATURE DATE FEB 23 2015 CLEARANCE VALID UNTIL AUG 30 2015

**REVISED 7-12-2012**  
**COVENANT OF EQUAL OPPORTUNITY**  
**(Application for Clearance – Terms Enforced After Contract is Awarded)**

I, being a duly authorized representative of Samaritan Center, Inc. (hereinafter "Contractor"), am hereby authorized to enter into a Covenant of Equal Opportunity, (hereinafter "Covenant") with the City of Detroit, ("hereinafter" City); obligating the Contractor and all sub-contractors, not to discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of the contract, with respect to his/her hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, religious beliefs, public benefit status, national origin, age, marital status, disability, sex, sexual orientation, or gender identity or expression; except as otherwise exempted under City Code, Ordinance No. 27-2-12.

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

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

RFQ / PO No.: (if applicable) \_\_\_\_\_

Duration of Covenant Valid for Life of Contract to \_\_\_\_\_

Printed Name of Contractor/Organization Samaritan Center, Inc.  
(Type or Print Legibly)

Contractor Address 5555 Conner Ave. Detroit MI 48213  
(City) (State) (Zip)

Contractor Phone/E-mail 313-579-4546 / mowens@hccsnet.org  
(Phone) (E-mail)

Printed Name & Title of Authorized Representative John Lynch, CEO

Signature of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Notary: Carrie C. Grulke \*\*\* This document MUST be notarized \*\*\*

Printed Name of Seal of Notary: Carrie C. Grulke

My Commission Expires: 07 / 26 / 2018

CARRIE C GRULKE  
Notary Public, State of Michigan  
County of Lenawee  
My Commission Expires 07-26-2018  
Acting in the County of Lenawee

FOR CONTRACTING DEPARTMENT USE ONLY:

Date Rec'd: 3/5/15 Received by: SCOTT BURKMAN Title: ASSISTANT CORP. COUNSEL

Please fax a COPY of the notarized Covenant and Award Letter to the Human Rights Department (313) 224-3434



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/24/2015

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

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

PRODUCER Ralph C. Wilson Agency, Inc  Box 5069 Southfield MI 48086-5069		CONTACT NAME: Vicky Galper, CIC PHONE (A/C No. Ext): (248) 355-1414 E-MAIL ADDRESS: vickyg@rcwa.net	FAX (A/C No.): (248) 304-0877
INSURED Samaritan Center, Inc. 8759 Clinton-Macon Rd.  Clinton MI 49236		INSURER(S) AFFORDING COVERAGE INSURER A Hanover Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 22292	

## COVERAGES

CERTIFICATE NUMBER: 14/15

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			z7BA185715	12/31/2014	12/31/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			AWBA197525	12/31/2014	12/31/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			U7BA197587	12/31/2014	12/31/2015	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The City of Detroit is included as Additional Insured

## CERTIFICATE HOLDER

City of Detroit  
2300 Cadillac Tower  
Detroit, MI 48226

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Steve Vannelli/SARAHM

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ACORD 25 (2014/01)

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INS025 (201401)



# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
1/15/2015

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

AGENCY Ralph C. Wilson Agency, Inc Box 5069 Southfield MI 48086-5069		PHONE (A/C, No, Ext): (248) 355-1414	COMPANY Hanover Insurance Company	
FAX (A/C, No): (248) 304-0877	E-MAIL ADDRESS:			
CODE: 02-0034	SUB CODE:			
AGENCY CUSTOMER ID #: 00008737		LOAN NUMBER		POLICY NUMBER Z7BA185715
INSURED Samaritan Center, Inc. 8759 Clinton-Macon Rd. Clinton MI 49236		EFFECTIVE DATE 12/31/2014	EXPIRATION DATE 12/31/2015	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

**PROPERTY INFORMATION**

LOCATION/DESCRIPTION

- 5555 Conner, Detroit MI 48213
- 11475 Shoemaker, Detroit MI 48213
- 8759 Clinton-Macon Rd., Clinton MI 49236

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

**COVERAGE INFORMATION**

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Blanket Building, Replacement Cost, Special Form, Agreed Amount	54,000,000	5,000
Blanket Personal Property, Replacement Cost, Special Form, Agrd Amt	375,000	5,000
BI w/ Extra Expense and Rental Value, Agreed Amount, Special Form	4,150,000	24hours

**REMARKS (Including Special Conditions)**

**CANCELLATION**  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**ADDITIONAL INTEREST**

Comerica Bank Insurance Service Center PO Box 863299 Plano, TX 75086	MORTGAGEE	ADDITIONAL INSURED
	LOSS PAYEE	<input checked="" type="checkbox"/> Mortgagee & Loss Payee
LOAN #		
AUTHORIZED REPRESENTATIVE		
Steve Vannelli/SARAHM		

Due to the short week, CC agenda will need to be complete by COB tomorrow, so this is the question that was posed to me before I can put on the agenda:

1. Purpose of the lease ( I know, but you give me the answer).
2. Why this location? ( I believe this got answered during the Melissa Smiley meetings, but please respond, anyway).
3. Romona Pearson contract: Insurance cert needs to include professional liability, auto, general and excess & COD named as additionally insured.

Thanks.

Lena E. Willis  
Deputy Director, Finance-Purchasing  
City of Detroit  
[313-628-0773](tel:313-628-0773) (office)  
[313-657-2746](tel:313-657-2746) (cell)  
[willisle@detroitmi.gov](mailto:willisle@detroitmi.gov)

>>> Deborah Whiting 3/30/2015 5:36 PM >>>

Thank you

>>> Lena Willis 3/30/2015 4:55 PM >>>

No it has not. Plan to get it on for next week. I sent you a text this afternoon. Call me in the morning to discuss. I am just about ready to leave for the day.

The next  
is 4/20/15

Lena E. Willis  
Deputy Director, Finance-Purchasing  
City of Detroit  
[313-628-0773](tel:313-628-0773) (office)  
[313-657-2746](tel:313-657-2746) (cell)  
[willisle@detroitmi.gov](mailto:willisle@detroitmi.gov)

>>> Kizzi Montgomery 3/30/2015 3:03 PM >>>

DHWP has been informed that the Samaritan lease has been placed back on City Council's agenda. Can you please confirm this? Also, can you let us know when the next FRC meeting will be held?

Kizzi Montgomery  
Contract Manager and Program Coordinator  
Department of Health and Wellness Promotion  
1600 W. Lafayette, Suite 200  
Detroit, MI 48216  
Phone: [\(313\) 876-4341](tel:313-876-4341)  
Cell: [\(313\) 300-7737](tel:313-300-7737)  
Fax: [\(313\) 876-0475](tel:313-876-0475)

**ARTICLES OF INCORPORATION**

**OF**

**SISTERS OF MERCY HEALTH CORPORATION**

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NON-PROFIT DOMESTIC CORPORATION  
ARTICLES OF INCORPORATION  
OF  
SISTERS OF MERCY HEALTH CORPORATION

These Articles of Incorporation are signed by the incorporators for the purpose of forming a non-profit corporation pursuant to the provisions of Act 327, Public Acts of 1931, as amended, and Act 284, Public Acts of 1972, of the State of Michigan, as follows:

ARTICLE I - NAME

The name of the Corporation is:

SISTERS OF MERCY HEALTH CORPORATION

*OK LH*

ARTICLE II - PURPOSES

The purposes of Sisters of Mercy Health Corporation shall be:

A. To further any and all benevolent, charitable, scientific, religious and educational activities in which the Sisters of Mercy - Province of Detroit, Inc., now are and hereafter may become engaged in carrying out the apostolate of the Sisters of Mercy on behalf of and as an integral part of the Roman Catholic Church; to provide facilities for carrying on any and all such activities inside or outside the State of Michigan.

B. To establish and maintain institutions, including, but not limited to, hospitals and clinics with permanent facilities which shall provide diagnosis and treatment to inpatients and outpatients with such supportive services as, but not limited to, extended care, shared services, pastoral care, home care, child care, social services, mental health and substance abuse services which, in the opinion of the Members of Sisters of Mercy Health Corporation, are appropriate in carrying out the mission of the Sisters of Mercy - Province of Detroit, Inc.

C. To carry on, sponsor or participate in any educational activities related to rendering care to the sick and injured, or related to the promotion of health and the prevention of illness, but it is not the intent of the corporation to operate a school, academy, seminary, college, or other institution of learning or to issue credits or transcripts.

D. To promote and carry on scientific research related to health care, which, in the opinion of the Members of Sisters of Mercy Health Corporation, will contribute to the improvement of the care of the sick and the promotion of health.

E. To establish, own, operate and maintain facilities and programs, including, but not limited to, retirement and/or nursing home facilities for Sisters, the clergy, the aged, the needy and the infirm.

F. To acquire, buy, own, loan and borrow, erect, maintain, hold, use, control, manage, invest, exchange, convey, transfer, mortgage, lease and rent all real and personal property of every kind and nature, which may be necessary or incidental to the accomplishment of any and all of the above purposes.

G. To accept, receive and hold, in trust or otherwise, all contributions, legacies, grants, bequests and benefactions which may be left, made or given to Sisters of Mercy Health Corporation, or its predecessor or constituent corporations, by any person or persons.

H. No substantial part of the activities of the Sisters of Mercy Health Corporation shall be the carrying on of propaganda, or of otherwise attempting to influence legislation; and the Sisters of Mercy Health Corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt under Section 501 (c) (3) of the Internal Revenue Code and its Regulations as they now exist or as they may hereafter be amended, or by an organization contributions to which are deductible under Section 170 (c) (2) of such Code and Regulations as they now exist or as they may hereafter be amended.

I. The accomplishment of the above stated purposes shall be justified by available personnel, facilities, funds and other requirements, and the accomplishment of such purposes must be promoted and conducted in a manner consistent with the philosophy and objectives of the Sisters of Mercy - Province of Detroit, Inc.; the teachings of the Roman Catholic Church, the Religious and Ethical Directives for Catholic Health Care Facilities, and the medico-moral directives promulgated from time to time by the National Conference of Catholic Bishops.

#### ARTICLE III - ORGANIZATION

A. Sisters of Mercy Health Corporation is organized upon a non-stock basis. No part of the net earnings of Sisters of Mercy Health Corporation shall inure to the benefit of any Member, Trustee, or Officer of the Corporation, or any private individual (except that reasonable compensation may be paid for services rendered to or for the Sisters of Mercy Health Corporation affecting one or more of its purposes), and no Member, Trustee or Officer of Sisters of Mercy Health Corporation, or any private individuals, shall be entitled to share in the distribution of any of the corporate assets on dissolution of Sisters of Mercy Health Corporation.

B. The amount of assets which said Sisters of Mercy Health Corporation possesses is:

Real Property: None

Personal Property: \$ 100.00

C. Sisters of Mercy Health Corporation is to be financed by voluntary contributions of services by Members and voluntary contributions, legacies and bequests from individuals and other charitably disposed persons and organizations; revenues from patients, member health care facilities, students, revenues from third-party reimbursements and revenues from other services provided, as well as grants and investment income.

#### ARTICLE IV - REGISTERED OFFICE AND REGISTERED AGENT

The address of the initial registered office, as well as its mailing address, is 29000 Eleven Mile Road, Farmington Hills, Michigan 48024.

The name of the initial registered agent at the registered office is Sister Mary Victor Korb, R.S.M.

**ARTICLE V - INCORPORATORS**

The names and addresses of the incorporators and Members are as follows:

Sister Emily George, R.S.M.  
Sister Mary Generose Kubesh, R.S.M.  
Sister Elizabeth Mary Burns, R.S.M.  
Sister Mary Agnes Christie, R.S.M.  
Sister Linda Marie Werthman, R.S.M.  
Sister Jean Marie Umlor, R.S.M.  
Sister Margaret Weber, R.S.M.  
Sister Helen Marie Burns, R.S.M.

All of the above reside at 29000 Eleven Mile Road, Farmington Hills, Michigan 48024.

**ARTICLE VI - INITIAL BOARD OF TRUSTEES**

The names and addresses of the first Board of Trustees are as follows:

Sister Emily George, R.S.M.  
Sister Mary Generose Kubesh, R.S.M.  
Sister Elizabeth Mary Burns, R.S.M.  
Sister Linda Marie Werthman, R.S.M.  
Sister Mary Agnes Christie, R.S.M.  
Sister Jean Marie Umlor, R.S.M.  
Sister Margaret Weber, R.S.M.  
Sister Helen Marie Burns, R.S.M.  
Sister Mary Victor Korb, R.S.M.

All of the above reside at 29000 Eleven Mile Road, Farmington Hills, Michigan 48024.

**ARTICLE VII - MEMBERSHIP**

Members of Sisters of Mercy Health Corporation are those persons who have made profession of vows in accordance

with the Constitutions of the religious institute known as the Institute of the Religious Sisters of Mercy of the Union in the United States of America and who are elected and/or appointed to the Provincial Council of the Sisters of Mercy - Province of Detroit, Inc.

#### ARTICLE VIII - DISSOLUTION

Upon dissolution of the Sisters of Mercy Health Corporation or the winding up of its affairs, the assets of the Sisters of Mercy Health Corporation, as determined by the Members of Sisters of Mercy Health Corporation, shall be distributed exclusively to charitable, religious, scientific, literary or educational organizations which would then qualify under the provision of Section 501 (c) (3) of the Internal Revenue Code and its Regulations as they now exist or as they may hereafter be amended, which organization or organizations shall be controlled by the Sisters of Mercy - Province of Detroit, Inc., if existing and qualified in accordance with this paragraph, and if not so qualified or existing, to such other qualifying and existing organizations as designated by the Institute of Religious Sisters of Mercy of the Union in the United States of America, Inc.

ARTICLE IX - CORPORATION POWERS

Final corporate authority necessary or incidental to the administration of any of the purposes of Sisters of Mercy Health Corporation shall be vested in the Members of Sisters of Mercy Health Corporation, except where delegated to the Board of Trustees. Authority may be delegated, and thereafter expanded or rescinded by the Members through adoption of By-Laws or valid action or resolution of the Members, depending upon the nature of the authority delegated and the restrictions of the Articles of Incorporation and the By-Laws.

Pursuant to the affirmative vote of at least three-quarters (3/4) of the Members of the Sisters of Mercy Health Corporation present at any regular or special meeting thereof at which a quorum is present, Sisters of Mercy Health Corporation shall have the power to:

A. Accept, acquire, receive, take and hold by bequest, devise, grant, gift, purchase, exchange, lease, transfer by judicial order or decree, or otherwise, for any of its objects and purposes, any property, both real and personal, of whatever kind, nature or description and wherever situated.

B. Sell, exchange, convey, mortgage, lease, transfer, or otherwise dispose of, any such property, both real and personal, as the objects and purposes of Sisters of Mercy Health Corporation may require.

C. Borrow money, and, from time to time, to make, accept, endorse, execute, and issue bonds, debentures, promissory notes, bills of exchange, and other obligations of Sisters of Mercy Health Corporation for moneys borrowed in payment for property acquired or for any of the other purposes of Sisters of Mercy Health Corporation, and to secure the payment of such obligations by mortgage, pledge, deed, indenture, agreement, or other instrument of trust or agreement in regard to all, or any part of the property, rights or privileges of Sisters of Mercy Health Corporation wherever situated, whether now owned or hereafter to be acquired.

D. Invest and re-invest its funds in such stock, common or preferred, bonds, debentures, mortgages, or in such other securities and property as it shall deem advisable, subject to the limitations and conditions contained in any bequest, devise, grant or gift, provided such limitations and conditions are not in conflict with the provisions of Section 501 (c) (3) of the Internal Revenue Code and its Regulations as they now exist or as they may hereafter be amended.

E. In general, and subject to such limitations and conditions as are or may be prescribed by law, to exercise such other powers which now are or hereafter may be conferred by law, upon a corporation organized for the purposes hereinbefore set forth, or necessary or incidental to the powers so conferred or conducive to the attainment of the purposes of Sisters of

Mercy Health Corporation, subject to the further limitation and condition that, notwithstanding any other provision of these Articles, only such powers shall be exercised as are in furtherance of the tax-exempt purposes of Sisters of Mercy Health Corporation and as may be exercised by an organization exempt under Section 501 (c) (3) of the Internal Revenue Code and its Regulations as they now exist or as they may hereafter be amended and by an organization contributions to which are deductible under Section 170 (c) (2) of such Code and Regulations as they now exist or as they may hereafter be amended.

**ARTICLE X - AMENDMENT OF ARTICLES AND BY-LAWS AND OTHER BASIC CORPORATE CHANGES**

The amendment of Articles of Incorporation and By-Laws shall be by a three-quarter (3/4) vote of all Members of Sisters of Mercy Health Corporation.

All other basic corporate change matters, including, but not limited to, establishment, merger, consolidation, dissolution, or termination of any of its health care facilities, shall also require a three-quarter (3/4) vote of all the Members of Sisters of Mercy Health Corporation.

ARTICLE XI - QUORUM AND VALID CORPORATE ACTION

A quorum for the transaction of business, except as specified in Article X of these Articles of Incorporation, at any meeting of Members or Trustees, shall be three-quarters (3/4) of the Members or Trustees respectively. The resolution or action of three-quarters (3/4) of the Members or Trustees at a meeting at which a quorum is present, shall be the valid action or resolution of the Members or the Trustees respectively.

IN WITNESS WHEREOF, the undersigned, the Incorporators of the above-named Sisters of Mercy Health Corporation, have hereunto signed these Articles of Incorporation on this 18<sup>th</sup> day of May, A.D. 1976.

<u>Sister Elizabeth Mary Burns, R.S.M.</u> Sister Elizabeth Mary Burns, R.S.M.	<u>Sister Emily George, R.S.M.</u> Sister Emily George, R.S.M.
<u>Sister Linda Marie Werthman, R.S.M.</u> Sister Linda Marie Werthman, R.S.M.	<u>Sister Margaret Weber, R.S.M.</u> Sister Margaret Weber, R.S.M.
<u>Sister Mary Generose Kubesh, R.S.M.</u> Sister Mary Generose Kubesh, R.S.M.	<u>Sister Jean Marie Umlor, R.S.M.</u> Sister Jean Marie Umlor, R.S.M.
<u>Sister Mary Agnes Christie, R.S.M.</u> Sister Mary Agnes Christie, R.S.M.	<u>Sister Helen Marie Burns, R.S.M.</u> Sister Helen Marie Burns, R.S.M.

STATE OF MICHIGAN  
DEPARTMENT OF COMMERCE  
CORPORATION AND SECURITIES BUREAU  
CORPORATION DIVISION  
LANSING, MICHIGAN

(THIS IS A PART OF THE ATTACHED CORPORATE DOCUMENT AND SHOULD NOT BE DETACHED)

DO NOT WRITE IN SPACES BELOW - FOR DEPARTMENT USE	
Date Received: JUN 30 1976	<p style="text-align: center;"><b>FILED</b> Michigan Department of Commerce  JUN 30 1976  <i>Robert A. Hendrick</i> DIRECTOR  Effective July 1, 1976</p>
NAME OF CORPORATION:	Sisters of Mercy Health Corporation
CORPORATE DOCUMENT:	Certificate and Plan of Merger

NOTE: This form is prepared for use upon the merger of a domestic and foreign corporation. If more than two corporations are involved, change this form accordingly.

Foreign Corporation and Domestic Corporation

# CERTIFICATE OF MERGER

OF

SEE ATTACHED

(Name of Corporation)

INTO

SISTERS OF MERCY HEALTH CORPORATION

(Name of Corporation)

Pursuant to the provisions of Section 731, Act 284, Public Acts of 1972, as amended, the undersigned corporations execute the following certificate of merger:

## ARTICLE ONE

The plan of merger is as follows:

FIRST: (a) The names of the constituent corporations and their states of incorporation are as follows:

SEE ATTACHED

(b) The name of the surviving corporation is SISTERS OF MERCY HEALTH CORPORATION

SECOND: As to each constituent corporation, the designation and number of outstanding shares of each class and series and the voting rights thereof are as follows:

Name of corporation	Designation and number of shares in each class or series outstanding	Indicate class or series of shares entitled to vote	Indicate class or series entitled to vote as a class
	<u>SEE ATTACHED</u>		

(If number of shares is subject to change prior to effective date, state manner in which such change may occur)

4

**THIRD:** The terms and conditions of the proposed merger, including the manner and basis of converting the shares of each constituent corporation into shares, bonds or other securities of the surviving corporation, or into cash or other consideration are as follows:

**SEE ATTACHED**

**FOURTH:** (A statement of any amendment to the articles of incorporation of the surviving corporation to be affected by the merger.)

**NONE**

**FIFTH:** (A statement of other provisions with respect to the merger.)

**SEE ATTACHED**

-3-

ARTICLE TWO.

This merger is permitted by the laws of the state of Indiana and Iowa  
the jurisdiction under which The Sisters of Mercy of Hammond, Indiana, Inc. and  
(name of foreign corporation)  
St. Joseph Mercy Hospital of Dubuque  
is organized and the plan of merger was adopted and approved by such corporation pursuant to and in accordance with  
the laws of that jurisdiction.

ARTICLE THREE.      SEE ATTACHED

(Use Alternative A, and delete Alternative B, if the shareholders of the Michigan corporation approved the merger.)  
(Use Alternative B, and delete Alternative A, if pursuant to Section 704 the merger was authorized without requiring  
approval of the shareholders of the surviving corporation provided such corporation is a Michigan corporation.)

Alternative A.

The plan of merger was adopted by the board of directors of St. Josephs Mercy Hospital of  
Detroit, The Sisters of Mercy of Grand Rapids, The Sisters of Mercy, Lansing,  
Michigan, and Sisters of Mercy Health Corboration  
(name of Michigan corporation)

Members  
and approved by the ~~shareholders~~ in accordance with Sections 701 to 704.

Alternative B. (Does not apply)

The plan of merger was approved by the board of directors of

\_\_\_\_\_  
(name of Michigan corporation)

the surviving corporation without approval of the shareholders of the said surviving corporation in accordance with  
the provisions of Section 704.

ARTICLE FOUR.

(Use Article Four only if the plan of merger was approved by the shareholders of the Michigan corporation without a  
meeting, pursuant to Section 407)

DOES NOT APPLY

The plan of merger was adopted by the board of directors of

\_\_\_\_\_  
(name of Michigan corporation)

and by written notice to and written consent of the shareholders of said corporation in accordance with Section 407.

ARTICLE FIVE.

(Use the following Article Five only if an effective date, not later than 90 days after date of filing, is desired.)

The effective date of the certificate of merger shall be 1st day of July, 1976.

# CERTIFICATE OF ASSUMED NAME

Pursuant to the provisions of Section 217, Act 284, Public Acts of 1972, the undersigned corporation executes the following Certificate:

1. The true name of the corporation is SISTERS OF MERCY HEALTH CORPORATION

2. The location of the registered office is  
29000 Eleven Mile Road, Farmington Hills, Michigan 48024  
(No. and Street) (Town or City) (Zip Code)

3. The assumed name under which the business is to be transacted is  
WEST SHORE PHARMACY

Dated this 29th day June, 1976.

SISTERS OF MERCY HEALTH CORPORATION  
(Corporate Name)

BY Edward J. Connors  
(Signature)

Edward J. Connors, President  
(Type or Print Name and Title)

(Please do not write in spaces below - for Department use)

MICHIGAN DEPARTMENT OF COMMERCE - CORPORATION AND SECURITIES BUREAU	
Date Received	<p style="text-align: center;"><b>FILED</b></p> <p style="text-align: center;"><small>Michigan Department of Commerce</small></p> <p style="text-align: center;">JUL - 1 1976</p> <p style="text-align: center;"><i>Richard W. Schubert</i> DIRECTOR</p>
JUN 30 1976	
	EXPIRATION DATE: <u>December 31, 1981</u>

### INSTRUCTIONS

- The Certificate shall be effective for a period expiring on December 31 of the fifth full calendar year following the year in which it was filed.
- The Certificate is required to be signed in ink by the chairman or vice-chairman of the board, or the president or a vice-president of the corporation.
- One original copy is required. A true copy will be prepared by the Corporation and Securities Bureau and returned to the person submitting the Certificate for filing.
- Filing Fee . . . . . \$10.00  
(Make fee payable to state of Michigan)

5. Mail form and fee to:  
Michigan Department of Commerce  
Corporation and Securities Bureau  
Corporation Division  
P. O. Drawer C  
Lansing, Michigan 48904

(Non-Profit)

ARTICLES OF INCORPORATION

of

SISTERS OF MERCY - PROVINCE OF DETROIT, INC.

These Articles of Incorporation are signed and acknowledged by the incorporators for the purpose of forming a non-profit corporation under the provisions of Act No. 327 of the Public Acts of 1931, known as the Michigan General Corporation act as follows:

ARTICLE I

The name of this corporation is "Sisters of Mercy - Province of Detroit."

ARTICLE II

The purposes of this corporation are as follows:

The care of the sick and indigent, the aged and the poor; the education of youth, the care of orphans and the insane; the visitation of the sick in their homes, and the giving of aid in Red Cross, Public Health, Social Work, and other corporal and spiritual works of mercy;

To establish, staff, maintain and operate hospitals for the care and treatment of the sick, the blind, the lame and such other persons as may require hospital care and attention without pecuniary profit to the members of the corporation;

To instruct and train suitable persons in the duties of nursing and attending upon the sick;

To educate and instruct youth, and to establish, maintain and operate schools, ~~less than college grade colleges, universities and educational institutions generally,~~ without financial

gain to the members of the corporation;

2x

To administer the temporalities of the Sisters of Mercy of the Union in the United States of America - Province of Detroit.

Incident to and for the purpose of carrying out the foregoing objects, the corporation shall have power to own, purchase, sell and exchange real and personal property, and to lease real property for the purposes of the corporation;

To receive and hold in trust all bequests, legacies, benefactions and donations as may be made, devised, bequeathed or given to the corporation by any person or persons;

To borrow or raise money for the purposes of the corporation, and to mortgage its property to secure the repayment thereof;

To do all other things incidental and necessary to the purposes of the corporation.

#### ARTICLE III

The location of the corporation is Detroit, in the County of Wayne, State of Michigan. Post office address of registered office in Michigan is Outer Drive and Southfield Road, Detroit, Michigan.

#### ARTICLE IV

Said corporation is organized upon a non-stock basis.

(a) The amount of assets which said corporation possesses

is:

Real Property - Property situated in the City of Detroit, Wayne County, Michigan, described as follows:

3x

"Lots numbered 1 to 27, both inclusive, except the easterly 42 feet thereof, and except the northerly 15 feet of Lot 1, and Lots 28 ~~44~~ 132, both inclusive, except the northerly 15 feet of Lots 42, 43, 72, 73, 102, 103 and 132 of HENRY J. MEININGER'S OUTER DRIVE SUBDIVISION of the South one-half of the Northeast one-quarter of the Southeast one-quarter of Section 11, Town 1 South, Range 10 East, according to the plat thereof as recorded in the office of the Register of Deeds for Wayne County, Michigan, in Liber 60 of Plats on page 68; together with all vacated streets, public alleys and easements adjoining said lots which were conveyed to St. Joseph's Mercy Hospital of Detroit, a Michigan corporation, by the City of Detroit, a municipal corporation, by deed dated November 20, 1940 and recorded November 25, 1940 in Liber 5574 of Deeds on page 469, Wayne County Records;

ALSO, Lots numbered 1 to 15, both inclusive, and Lots 62 to 126, both inclusive, of LORRAINE P. MEININGER'S MILL POINTE SUBDIVISION of the North 1/2 of Northeast 1/4 of Southeast 1/4, Section 11, Town 1 South, Range 10 East, Redford Township, Wayne County, Michigan, according to the plat thereof recorded in Liber 51, page 73 of plats, Wayne County Records."

Total approximate value of Real property: \$500,000.00.

Personal Property - \$75,000.00 in cash.

(b) The corporation is to be financed upon the following

general plan:

Through the receipt of bequests, legacies, benefactions and donations, by income derived through the operation of hospitals, sanitoriums, schools, colleges and other activities of the corporation, from persons who are financially able to pay for such services; and from assessments upon member groups of the corporation engaged in conducting various enterprises, such as hospitals, sanitoriums, colleges, schools, religious houses and the like.

ARTICLE V

4x

The names and places of residence of each of the incorporators are as follows:

<u>Name</u>	<u>Residence Address</u>
Sister Mary Carmelita Manning	326 North Ingalls Street Ann Arbor, Michigan
Sister Mary Raymond O'Leary	326 North Ingalls Street Ann Arbor, Michigan
Sister Mary Bridget O'Brien	326 North Ingalls Street Ann Arbor, Michigan
Sister Marie Bernard Masterson	326 North Ingalls Street Ann Arbor, Michigan
Sister Mary Stanislas Poulin	326 North Ingalls Street Ann Arbor, Michigan
Sister Mary Immaculata Lamey	326 North Ingalls Street Ann Arbor, Michigan
Sister Mary Patricia Carvey	326 North Ingalls Street Ann Arbor, Michigan

ARTICLE VI

The names and addresses of the first Board of Trustees are as follows:

<u>Name</u>	<u>Residence Address</u>
Sister Mary Carmelita Manning	326 North Ingalls Street Ann Arbor, Michigan
Sister Mary Raymond O'Leary	326 North Ingalls Street Ann Arbor, Michigan
Sister Mary Bridget O'Brien	326 North Ingalls Street Ann Arbor, Michigan
Sister Marie Bernard Masterson	326 North Ingalls Street Ann Arbor, Michigan
Sister Mary Stanislas Poulin	326 North Ingalls Street Ann Arbor, Michigan

Sister Mary Immaculata Haney

326 North Ingalls Street  
Ann Arbor, Michigan

5x

Sister Mary Patricia Carvey

326 North Ingalls Street  
Ann Arbor, Michigan

ARTICLE VII

This corporation shall have *thirty years* existence.

ARTICLE VIII

The members of the corporation are the Mother General of the Sisters of Mercy of the Union in the United States of America and the professed members of the Order of the Sisters of Mercy within the Province of Detroit, who have made simple perpetual vows in accordance with the constitution of the Sisters of Mercy of the Union in the United States of America. A member, upon the termination of her membership in the Order - whether by death, resignation, expulsion, or otherwise - or upon her transfer out of the Province of Detroit - shall cease to be a member of the corporation and thereafter shall have no beneficial interest in the corporation or in its assets or property. The beneficial interest of the members of the corporation shall be in accordance with the constitution of the Sisters of Mercy of the Union in the United States of America, and the Canons and practices of the Roman Catholic Church.

The Trustees shall be elected by the members of the corporation, in accordance with the by-laws of the corporation.

IN WITNESS WHEREOF the incorporators have signed these Articles of Incorporation, this 15 day of February, A. D., 1941.

*Sister M. Carmelita Manning, R.M.*  
(Sister Mary Carmelita Manning)

6x

Sister Mary Raymond O'Leary, R.S.M.  
(Sister Mary Raymond O'Leary)

Sister Mary Bridget O'Brien, R.S.M.  
(Sister Mary Bridget O'Brien)

Sister Marie Bernard Masterson, R.S.M.  
(Sister Marie Bernard Masterson)

Sister Mary Stanislas Poulin, R.S.M.  
(Sister Mary Stanislas Poulin)

Sister Mary Immaculata Lamey, R.S.M.  
(Sister Mary Immaculata Lamey)

Sister Mary Patricia Garvey, R.S.M.  
(Sister Mary Patricia Garvey)

STATE OF MICHIGAN )  
                                  ) ss.  
COUNTY OF WAYNE )

On this 15 day of February, A. D., 1941, before me,  
a Notary Public in and for said County, personally appeared Sister  
Mary Carmelita Manning, Sister Mary Raymond O'Leary and Sister Mary  
Bridget O'Brien, to me known to be three of the persons named in and  
who executed the foregoing instrument and severally acknowledged  
that they executed the same freely, and for the intents and purposes  
therein mentioned.

Joseph D. Monaghan  
Notary Public, Wayne County, Michigan  
My commission expires: 7/18/45.

MAY 28 1941  
MICHIGAN CORPORATION AND  
SECURITIES COMMISSION

*History of Money -  
Provision of Detroit*

FILED

MAY 29 1941  
*Edward J. Vermeer*

MICHIGAN CORPORATION AND  
SECURITIES COMMISSION

MAY 29 1941

*AS Y E W*  
Compared by

7x

STATE OF MICHIGAN  
DEPARTMENT OF COMMERCE  
CORPORATION AND SECURITIES BUREAU  
CORPORATION DIVISION  
LANSING, MICHIGAN

(THIS IS A PART OF THE ATTACHED CORPORATE DOCUMENT AND SHOULD NOT BE DETACHED)

DO NOT WRITE IN SPACES BELOW - FOR DEPARTMENT USE	
Date Received: <b>MAY 18 1976</b>	<p style="text-align: center;"><b>FILED</b> Michigan Department of Commerce  MAY 18 1976  <i>Richard A. Schubert</i> DIRECTOR</p>
NAME OF CORPORATION: <b>Sisters of Mercy Health Corporation</b>	
CORPORATE DOCUMENT: <b>Articles of Incorporation</b>	

81

Lena Willis - Re: Samaritan Lease

*Lena - see me in the contract.*

*John's note*

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**From:** Kizzi Montgomery  
**To:** Deborah Whiting; Lena Willis  
**Date:** 4/1/2015 12:55 PM  
**Subject:** Re: Samaritan Lease  
**Cc:** Barbara Cerda

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1. **Purpose of the Lease:** Currently, Women Infant and Children Nutrition (WIC) and Immunization programs are operating in the city-owned Northeast Health Clinic (NEHC). NEHC is in a state of disrepair and has not been maintained throughout the years. The City does not have the funding or the desire to bring this building to an acceptable state or maintain on a daily basis. There are several problems with the building, including lost power, current suspicion of gas leaks, and lost heat. The structure of the building is haphazard and the space is underutilized. Dental services, previously provided at NEHC, are currently being provided at Michigan Dental Community Clinic, at the Samaritan Annex, through the bidding process.  
 Relocation of NEHC services including, WIC, Social Work outreach services for the dental program and Immunization services will allow for a one stop shopping experience in a well maintained facility as well as a safe secure environment free of the constant threat of losing power.
2. **Justification of the Samaritan Center:** This location allows one stop shopping adding WIC and immunizations to dental clinic already housed there. The location improves access for clients, including access to bus routes and is approved by the Michigan Department of Community Health. Samaritan building and relationship also offers future opportunity for expanded initiatives and programs. To DHWP's knowledge there were no other locations available within the state's acceptable zip loactions, suitable for WIC or offering "one stop shopping". *Locations*
3. **Ramona Pearson contract:** Insurance cert needs to include professional liability, auto, general and excess & COD named as additionally insured: DHWP has been working with Ramona Pearson to try to gather the correct documents to submit. We have received multiple policies from multiple insurance companies. We will continue to try to obtain the insurance documents that are acceptable to the City.

>>> Lena Willis 3/31/2015 12:26 PM >>>



CITY OF DETROIT  
FINANCE DEPARTMENT  
OFFICE OF GRANTS MANAGEMENT

COLEMAN A. YOUNG MUNICIPAL CENTER  
2 WOODWARD AVENUE, SUITE 1026  
DETROIT, MICHIGAN 48226  
PHONE: 313 • 628-2158  
FAX: 313 • 224 • 0542  
WWW.DETROITMI.GOV

## Office of Grants Management Compliance Review

### **Review Objective:**

To determine if the total cost of work (Exhibit D – attached) , \$54,557.00 in improvements and repairs for the Samaritan Center Lease Agreement for the Women Infant and Children Nutrition (WIC) and Immunization Program are allowable expenses under the grant agreement and are in compliance per Circular A87 Attachment B, Section 25.

### **Review Results:**

Review of Circular A87: Attachment B, Section 25 states:

*Unless prohibited by law, the cost of utilities, insurance, security, janitorial services, elevator service, upkeep of grounds, necessary maintenance, normal repairs and alterations, and the like are allowable to the extent that they: (1) keep property (including Federal property, unless otherwise provided for) in an efficient operating condition, (2) do not add to the permanent value of property or appreciably prolong its intended life, and (3) are not otherwise included in rental or other charges for space. Costs which add to the permanent value of property or appreciably prolong its intended life shall be treated as capital expenditures (see sections 11 and 15)*

Based upon our review of Circular A-87, we have determined that the expense cost for the repairs should not be included in the lease agreement, per the regulation section highlighted above. However, the actual expense is allowable.