

LOG# 5703

HRD# 4517

PROFESSIONAL SERVICE CONTRACT TRANSMITTAL RECORD

CHANGE ORDER
STANDARD PO NUMBER 8912708
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 type="checkbox"/> LEASE <input type="checkbox"/> DEED <input checked="" type="checkbox"/> PROFESSIONAL SERVICES	DEPARTMENT HEAD'S SIGNATURE 	DEPARTMENT HOUSING AND REVITALIZATION DEPARTMENT
FUNDING SOURCE (Percent) FEDERAL 100% STATE % CITY % OTHER %	DEPARTMENT CONTACT PERSON CHRISTOPHER M. RASCHKE	PHONE NO. (313)224-6519
CONTRACTOR'S NAME WAYNE STATE UNIVERSITY	DATE PREPARED	

CONTRACTOR'S ADDRESS: 5057 WOODWARD 13TH FLOOR DETROIT, MI 48202	ENGINEER'S ESTIMATE <input type="checkbox"/> CONTRACT <input checked="" type="checkbox"/> CHANGE <input type="checkbox"/> TOTAL CONTRACT AMOUNT \$49,012 TOTAL CPO AMOUNT \$ CHANGE AMOUNT \$
---	--

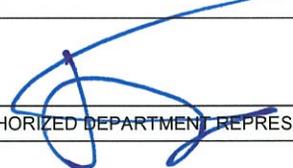
PHONE NO. 313.577.8831 CORPORATION PARTNERSHIP INDIVIDUAL

FEDERAL EMPLOYER/SOCIAL SECURITY NUMBER 38-6028429 MINORITY FIRM YES NO

PURPOSE OF CONTRACT: TO PREPARE AN ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING REQUIRED BY HUD

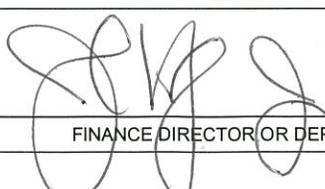
CHARGE ACCOUNT: 2001-360012-000000-616100-06040-000000-00000

TIME & DATE IN APPROVER MUST ALSO MAKE APPROPRIATE NOTES IN ORACLE PURCHASE ORDER TIME & DATE IN

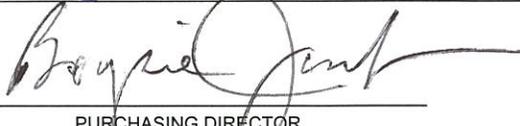
REQUESTING DEPARTMENT HRD	AUTHORIZED DEPARTMENT REPRESENTATIVE 
------------------------------	--

AUG 18 2015	BUDGET <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL	BUDGET DIRECTOR OR DEPUTY James Henderson AUG 20 2015
-------------	---	---

GRANT MANAGEMENT SECTION <input type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL	GRANT ACCOUNTANT
--	------------------

AUG 20 2015	FINANCE DEPARTMENT <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL	FINANCE DIRECTOR OR DEPUTY 	AUG 21 2015
-------------	---	--	-------------

LAW DEPARTMENT <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL	CORPORATION COUNSEL 
---	---

PURCHASING DIVISION AUG 21 2015	PURCHASING DIRECTOR 	8/24/15
------------------------------------	---	---------

RECEIVED
AUG 21 2015
Real Property Section
Law Department
City of Detroit

15 AUG 24 PM 2:28
CITY OF DETROIT
FINANCE DEPARTMENT
PURCHASING DIVISION

SEP 15 2015

CPO# 2912709
SPD# 2912708

**CITY OF DETROIT
PROFESSIONAL SERVICES CONTRACT**

THIS CONTRACT, entered as of this ____ day of _____, 20__ by and between the City of Detroit, Michigan, a municipal corporation acting by and through the Housing and Revitalization Department (herein called the "City" or "HRD") and the Wayne State University, a Public University of the State of Michigan, (herein called the "Professional Contractor").

WITNESSETH:

WHEREAS, the City has received a letter of credit for its entitlement of Community Development Block Grant funds (herein called "CDBG") from the U.S. Department of Housing and Urban Development (herein called HUD), CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER 14.218 GRANT AGREEMENT NUMBER B-14-MC-260006 for fiscal year 2014-2015 and;

WHEREAS, the City has allocated a portion of its CDBG funds to provide funding for planning and administration of the CDBG program, and;

WHEREAS, the City must, on an annual basis, prepare and submit to HUD a plan known as the Consolidated Plan ("Consolidated Plan"), and;

WHEREAS, the City must certify in the Consolidated Plan that it will affirmatively further fair housing, and;

WHEREAS, the terms of certification require, among other things, that the City conduct an analysis of impediments to fair housing choice within the City's jurisdiction and take appropriate actions to overcome the effects of impediments identified through the analysis;

WHEREAS, the City and the Professional Contractor desire the Professional Contractor to assist the City in meeting its obligations to conduct said analysis, and to assist the City in the participation of a draft implementation plan to correct existing impediments to fair housing, if any, as required by the certification, and;

WHEREAS, the services required hereunder are designed to allow the City to meet said obligations and requirements and are consistent with the guide issued by HUD known as the Fair Housing Guide (the "Guide"), and;

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

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

WHEREAS, the Services are to be performed to benefit the following area (herein called the "Project Area") within the boundaries as follows:

The area of the City of Detroit, and;

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

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

1. EMPLOYMENT OF CONTRACTOR

1.01 The City hereby engages the Professional Contractor and the Professional Contractor hereby agrees to perform the Services set forth in Article 2 herein, and as described in Exhibit A, attached hereto and made a part hereof, in accordance with the terms and conditions contained in this Contract including Exhibits A,B,C,D,E,N,O,Q,R and attachments 1-6 of Exhibit D.

2. SCOPE OF SERVICES

2.01 The Professional Contractor shall perform in a satisfactory and proper manner, as determined within the sole and reasonable discretion of the City, the Services as described in Exhibit A, attached hereto and made a part hereof. In the event that there shall be any dispute between the parties with regard to the extent and character of the Services to be performed, or the quality of performance required under this Contract, the interpretation and determination of the City shall govern.

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

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

2.04 The Services shall be undertaken in such sequence as described in Exhibit A, Scope of Services to assure their proper and expeditious completion in light of the objectives of this Contract prior to the expiration date.

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

3. TERM OF PERFORMANCE

3.01 This Contract, subject to the approval of the City Council, shall be effective upon (1) such approval of the City Council and (2) execution by the Purchasing Director of the City of Detroit. The term shall be from 12 months from the Notice to Proceed. Upon the approval of the City Council and execution by the Purchasing Director, the City shall so notify the Professional Contractor. This Article 3 is subject to the provisions of Article 9, Termination.

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

4. PERSONNEL AND ADMINISTRATION

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

4.02 The City shall have the right of prior approval of all subcontractors assigned to this project. Each Employee, subcontractor or consultant, if any, employed by the Professional Contractor in

the performance of this Contract shall devote such time, attention, skill, knowledge and ability as is necessary to most effectively and efficiently perform the Services to conform with the highest practices in the industry.

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

Notwithstanding the above, the Professional Contractor shall reimburse the City for the cost and expense of that personnel, including but not limited to, the wages paid, proper allowance for vacation, sick time and the City's contribution to the pension system, and the City's cost or expense for compensation insurance or benefits when such assistance is given at the Professional Contractor's request. All costs to the Professional Contractor of the expenses described herein for City employees assigned to work with the Professional Contractor shall not be eligible for reimbursement by the City to the Professional Contractor. City personnel shall not be deemed to be performing services or giving assistance at the request of the Professional Contractor unless such request is in writing and signed by the Professional Contractor and unless such services are not of a character normally performed by City personnel when the City is not a contracting party (e.g., services of building inspectors, even if requested in writing signed by the Professional Contractor, would not be deemed to be at the request of the Professional Contractor for purposes of this Section 4.02).

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

4.04 The Professional Contractor hereby waives any claim against the City and agrees not to hold the City liable for any personal injury or property damage incurred by it or by an Employee(s), contractor(s), subcontractor(s), agent(s) and/or consultant(s) (such Employees, contractors, subcontractors, agents and/or consultants collectively herein called the "Associates") while working on this Project which is not held in a court of competent jurisdiction to be directly attributable to the gross negligence or malicious and intentional conduct of an employee of to the

City acting within the scope of his or her employment and hereby agrees to hold the City harmless from any such claim by it or by its Associates.

4.05 In all cases in which an Employee or subcontractor must be replaced, for any reason, the Professional Contractor shall supply an acceptable replacement to the City as soon as possible. Except where the Employee or subcontractor was withdrawn pursuant to a written request by the City, the Professional Contractor shall furnish such replacement on a no-charge basis for the period of time necessary for any retraining or job orientation.

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

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

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

Problems, delays, or adverse conditions which materially affect the ability to complete the Project or prevent the meeting of time schedules. This disclosure shall be accompanied by a statement of the action taken, or contemplated, by the Professional Contractor and any City assistance needed to resolve the situation; or

- a. Favorable development of events which enable meeting time schedules sooner than anticipated.

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

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

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

5. COMPENSATION

5.01 The City agrees to pay the Professional Contractor for the complete and proper performance of the Services required hereunder, at the rates set forth in Exhibit B, Budget, attached hereto and made a part hereof, for all billable hours, compensation in an amount not to exceed **FORTY-NINE THOUSAND TWELVE DOLLARS and 00/100 DOLLARS (\$49,012)**, inclusive of Reimbursable Expenses, as defined hereinafter, if any. Reimbursable Expenses are those reasonable and necessary out-of-pocket expenses incurred by the Professional Contractor in the performance of the Services. All compensation, including but not limited to payment for Reimbursable Expenses, if any, shall be paid to the Professional Contractor pursuant to the terms set forth in Exhibit B, Budget, and is inclusive of any and all remuneration to which the Professional Contractor may be entitled.

6. METHOD OF PAYMENT

6.01 Payment for the proper performance of the Services and/or Reimbursable Expenses, if any, shall be commensurate with the scheduled progress of the work as evidenced by the timely receipt of all reports required hereunder and shall be contingent upon receipt by the City of an invoice for payment, (the "Invoice" hereinafter) together with all necessary documentation as may be determined by the City, all reports required hereunder, and all deliverables required pursuant to the terms and conditions of the Scope of Services, attached hereto as Exhibit A.

The Invoice shall certify the total cost of the Services rendered to date, if any; the total cost of Reimbursable Expenses incurred for the Project to date, if any; and the cost of all Services and Reimbursable Expenses for that billing period; and itemizing when applicable: a) each expenditure and/or charge; b) the Services rendered pursuant thereto; and c) the date such Services were rendered. If the Invoice requests reimbursement or payment for Reimbursable Expenses, appropriate documentation shall be attached.

The City shall pay the Invoice only upon satisfactory review and approval and completion of processing, without interest or penalty. Payment shall be made by the City consistent with and pursuant to (1) all requirements set forth in Exhibit D, Reimbursement Procedures and Requirements, attached hereto and made a part hereof, (2) the items of cost and maximum amounts thereof set forth in Exhibit B, Budget, attached hereto and made a part hereof, and all other terms and conditions of this Contract. In the event that the City shall require further explanation or documentation, the Professional Contractor shall provide such further explanation or documentation upon request.

6.02 Each Invoice must be received by the City not more than ten (10) calendar days after the close of the calendar month for which payment is requested and must be signed by the authorized

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

6.03 Requisitions for payment shall be directed to the attention of the individual or department specified in Article 16 herein, Notices.

6.04 The City has the right to rely on the Professional Contractor for submission of accurate Invoice(s), including the support documents. Should any discrepancy in the records, or any other inaccuracy or inaccuracies result in overpayment or ineligible expenditures, such overpayments or ineligible expenditures shall be recovered from the Professional Contractor.

6.05 In the event of any audit findings which result in the disallowance of any use of funds, the Professional Contractor, at the sole discretion of the City, shall repay the amount of the disallowed funds to the City, even if the audit occurs after the expiration date or termination date of this Contract.

6.06 The Invoice shall include the monthly performance report specified in Section 14.05 herein.

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

The individual responsible for accepting performance under this Contract and from whom payment should be requested is Christopher M. Raschke, who may be reached at, Housing and Revitalization Department, Coleman A. Young Municipal Center (CAYMC), 2 Woodward Avenue, Suite 908, Detroit, Michigan, 48226, (313) 224-6519 or fax number (313) 224-4579 or e-mail craschke@detroitmi.gov.

7. INDEMNITY AND DAMAGES

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

- a. Any negligent or tortious act, error or omission of the Professional Contractor or any of its Associates for whose acts any of them may be liable, regardless of

whether or not it is caused in part by a person indemnified hereunder;

- b. Any failure by the Professional Contractor or any of its Associates to perform its obligations either expressed or implied under this Contract;

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

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

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

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

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

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

8. INSURANCE

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

- a. Worker's Compensation insurance for Employees which meets the State of Michigan's statutory requirements and Employer's Liability Insurance with minimum limits of **FIVE HUNDRED THOUSAND (\$500,000.00) DOLLARS each accident. FIVE HUNDRED THOUSAND (\$500,000.00) DOLLARS each disease, and FIVE HUNDRED THOUSAND (\$500,000.00) DOLLARS each person.** The Professional Contractor agrees that it shall obtain a similar covenant from any consultant or contractor retained by it to perform any of the Services under this Agreement and shall require all such consultants or contractors to obtain such a covenant from all subcontractors, if any.
- b. Commercial general liability insurance which conforms to the following minimum requirements:
 - (1) Names the "**City of Detroit**", a municipal corporation of the State of Michigan, and all other associated, affiliated, allied, and subsidiary entities now existing or hereafter created and their officers, employees and agents" as their respective interest may appear as an additional insured;
 - (2) The policy limits shall be \$1,000,000 each occurrence; \$2,000,000 minimum aggregate;
 - (3) The policy shall bear the following cross - liability endorsement: "It is agreed that the inclusion of more than one insured under this policy shall not affect the rights of any insured as respects any claim, suit or judgment made or brought by or for any other insured. This policy shall protect each insured in the same manner as though a separate policy had been issued except that nothing herein shall be construed to increase the insurer's liability beyond the amount or amounts for which the insurer would have been liable had only one insured been named."
 - (4) The Professional Contractor shall attempt to obtain for the policy a breach of warranty clause which will prevent nullification of coverage in case the Professional Contractor should breach a condition of the policy;
 - (5) The policy shall include blanket contractual liability for all written agreements;
 - (6) The policy shall include coverage for independent contractors liability.

- (7) The policy shall include products liability;
 - (8) The policy shall include completed operations liability;
 - (9) The commercial general liability insurance shall include coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.
- c. Automobile Liability Insurance covering all owned, hired, and non-owned vehicles with personal protection insurance to comply with the provisions of the Michigan No Fault Insurance Act, including residual liability insurance, with minimum combined single limit of ONE MILLION (\$1,000,000) DOLLARS per occurrence. The City of Detroit shall be named as additional insured.
- d. Professional Liability (errors and omissions) insurance with minimum limits of ONE MILLION (\$1,000,000) DOLLARS per claim and in the minimum aggregate sum of TWO MILLION (\$2,000,000) DOLLARS, and shall name the City as additional insured.

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

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

8.04 Certificates of Insurance evidencing the required insurance coverage shall be submitted by the Professional Contractor at the time it executes the Contract. All policies shall name the Professional Contractor as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be cancelled or reduced without at least thirty (30) days prior notice to the City. The insurance certificate(s) and policy(ies) shall name the additional insured required by Section 8.01b.(1), 8.01c, and 8.01d hereof. Certificates of Insurance evidencing all required coverages shall be submitted to the Finance Department, Accounts Payable Section, 612 Coleman A. Young Municipal Center, prior to the commencement of performance under this Contract and at least fifteen (15) days prior to the expiration dates of expiring policies.

8.05 The Professional Contractor shall cause all subcontracts under this Contract which are between the Professional Contractor and its subcontractors, including subcontractors at lower tiers, to require the subcontractors to maintain all of the insurance required by this Article 8 and

to require all the liability insurance to name as an additional insured the City as defined in Section 8.01 b (1) hereof and the Professional Contractor.

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

9. TERMINATION

9.01 The City may terminate this Contract for cause upon giving written notice of termination to the Professional Contractor at least twenty-four (24) hours before the effective date of the termination, should the Professional Contractor: (1) fail to fulfill in a timely and proper manner its obligations under this Contract; or (2) violate any of the covenants, agreements, or stipulations of this Contract; the Professional Contractor shall be liable to the City for any damages it sustains by virtue of the Professional Contractor's breach or any reasonable costs the City might incur enforcing or attempting to enforce this Contract, including reasonable attorney's fees. The City may withhold any payment(s) to the Professional Contractor for the purpose of setoff until such time as the exact amount of damages due to the City from the Professional Contractor is determined. It is expressly understood that the Professional Contractor will remain liable for any damages the City sustains in excess of any setoff. If the Contract is so terminated, the City may take over the performance of the Services and prosecute the same to completion by contract or otherwise, and the Professional Contractor shall be liable to the City for any costs occasioned to the City, thereby.

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

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

- a. Stop work under the Contract on the date and to the extent specified in the Notice of Termination;

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

9.04 Upon completion or other termination of this Contract, (1) all finished or unfinished original documents or copies (when originals are unavailable) data, studies, surveys, drawings, maps, models, photographs, files, intermediate materials, supplies, notes, reports or other materials (herein collectively called the "Work Product") prepared by the Professional Contractor under this Contract or in anticipation of this Contract, and (2) all materials, supplies, equipment, furnishings, and other personal or real property acquired on a cost reimbursement basis hereunder, and which has not, as of the date of termination or expiration been consumed in the proper and normal performance of the Services, shall, at the option of the City become its sole and exclusive property, whether or not in the Professional Contractor's possession, free from any claim or retention of rights thereto on the part of the Professional Contractor, except as herein specifically provided, and shall promptly be delivered to the City upon the City's request and the City shall return all Professional Contractor's properties to it. The Professional Contractor acknowledges that any intentional failure or unreasonable delay on its part to deliver the Work Product to the City will cause irreparable harm to the City not adequately compensable in damages and for which the City has no adequate remedy at law and the Professional Contractor accordingly agrees that the City may in such event seek and obtain injunctive relief in a court of competent jurisdiction and compel delivery of the Work Product which the Professional Contractor hereby consents to as well as all applicable damages and costs. The City shall have full and unrestricted use of the Work Product for the purpose of completing the Project.

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

10. ASSIGNMENT, CONTRACTING OR SUBCONTRACTING

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

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

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

10.04 In the event that the Professional Contractor, under this Contract, enters into subcontract(s), the Professional Contractor shall obtain independent contractors liability insurance coverage in addition to all other types of coverage required hereunder.

10.05 The parties hereto acknowledge that the Department of Housing and Urban Development requires all CDBG recipients and subrecipients to keep records and report on the use of CDBG funds. Therefore, the Professional Contractor shall require in all subcontracts under this Contract that each subcontractor shall keep records and report in sufficient detail to the Professional Contractor, on all use of CDBG funds, so as (1) to enable the City to meet all of its Federal reporting and monitoring obligations and (2) to enable the Professional Contractor to meet all of its reporting and monitoring obligations under this Contract as required by Federal regulations. At a minimum, all record keeping and reporting requirements imposed on the subcontractor by the Professional Contractor shall include all record keeping and reporting requirements similarly required of the Professional Contractor herein, unless otherwise specifically provided for in this Contract. In the event of any dispute between the parties hereto as to reporting requirements required hereunder or to be required of subcontractors, the reasonable determination of the City shall govern.

10.06 Costs to be paid under this Contract which are the result of costs incurred under cost type subcontracts with for-profit organizations, or cost type portions of subcontracts with for-profit organizations shall be allowable only if such costs are consistent with the Federal cost principles set forth in the Federal regulations at 84 CFR Part 31.

10.07 The Professional Contractor shall include or cause to be included in all subcontracts under this Contract, all clauses described in 24 CFR 85.36(i), as required therein.

11. CONFLICT OF INTEREST

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

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

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

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

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

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

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

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

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

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

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

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

12. COMPLIANCE WITH LAWS AND SECURITY REGULATIONS

12.01 The Professional Contractor shall comply, and shall require all employees, consultants or subcontractors to comply, with all applicable Federal, State and local laws, ordinances, codes, regulations, and policies, including, but not limited to, all security regulations in effect from time to time on the City of Detroit's premises; codes and regulations for materials belonging to the City or developed in relationship to this Project externally; Mayor's Executive Order No. 2007-1, all applicable City of Detroit Human Rights requirements, including without limitation Section 27-1-1 et seq. of the 1984 City Code; and with:

- 1) all assurances and regulations pursuant to Title I of the Housing and Community Development Act of 1974, as amended; and

2) HUD implementary regulations at 24 CFR Part 570; which are directly applicable to the Professional Contractor and/or which are applicable to the City but in regard to which City must require the Professional Contractor to comply];

3) and the Federal cost principles applicable to for-profit entities found at 48 CFR Part 31].

The Professional Contractor shall save the City harmless with respect to any damages arising from any violation by it or its Associates of all laws, regulations, codes and policies named or referred to in this Article 12. The Professional Contractor shall require as part of any subcontract entered into under this Contract, that the subcontractors comply with all such laws and regulations. If any conflict should arise regarding the interpretation of the provisions and requirements of the above named Federal and local laws and regulations or of the applicability of the provisions and requirements of same to the Professional Contractor, the reasonable interpretation of the City shall govern. The Professional Contractor shall commit no trespass on, and shall require all subcontractors to commit no trespass on, any public or private property in performing any of the Services hereunder.

In addition, notwithstanding the other requirements set forth herein regarding (1) termination of this Contract and (2) the expiration date of this Contract, the Professional Contractor shall comply with all record keeping obligations as specified herein for four years after the City has made final payment or all other pending matters are closed, whichever is later.

The Professional Contractor shall be governed by the financial responsibility requirements set forth at Section 6.04 and Section 6.05, herein.

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

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

SECTION 3 CLAUSE
24 CFR Part 135.38 and HUD Grant Agreement

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

low- income persons, particularly persons who are recipients of HUD assistance for housing.

- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned

Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

12.03 If this Agreement is for construction and the compensation exceeds \$10,000, the Professional Contractor shall comply with Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor.

12.04 \$100,000 and up the Professional Contractor shall comply with all applicable standards, orders issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR, Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The Professional Contractor shall report all violations to HUD, to the USEPA Assistant Administrator for Enforcement (EN-329), and to the City.

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

12.06 The Professional Contractor shall include or cause to be included in all subcontracts under this Contract the provisions of 24 CFR 85.36(i), as required therein.

12.07 If the Services required hereunder include construction work, the Professional Contractor shall require all such construction work to be performed in compliance with, and shall monitor all such construction work for compliance with, all applicable Federal Labor Standards, as described in the clauses found in the regulations at 24 CFR 85.36(i)(4)-(6) and shall report any noncompliance to the Planning and Development Department, as required by Federal regulations.

12.08 The Professional Contractor shall comply with all requirements of the rule entitled "New Restrictions On Lobbying" found at 24 CFR 87 (the "Lobbying Rule", hereinafter). The parties hereto acknowledge that said rule requires, but is not limited to requiring, that the Professional Contractor and all parties at lower tiers, including contractors and subcontractors, not use any Federal appropriated funds to pay for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, including subawards at all tiers, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement, including subawards at all tiers. The parties hereto further acknowledge that said rule requires that under certain conditions, specified therein, affected parties make certifications, file statements, and make disclosures, regarding the use of appropriated Federal funds, and regarding

the use of funds which are other than appropriated Federal funds, in regard to the above described lobbying activities. The language of the certification required from the Professional Contractor and from all affected parties, including but not limited to the parties at all lower tiers, is attached to this Agreement as **Exhibit O**. The meaning of the terms in this Section 12.08 and in said certification shall be construed pursuant to the definitions of said terms as they are defined in the Lobbying Rule. The Professional Contractor shall require all parties at all lower tiers to comply with all requirements of the Lobbying Rule applicable to said parties and shall include the language of the certification, and require that the language of the certification be included, in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements). The Professional Contractor shall adhere to the terms of the certification and shall require all parties at lower tiers to so adhere.

Notwithstanding the above described lobbying requirements, it is understood by the parties hereto that the submission of the certifications described above is required only if the compensation of this Contract, as it may be amended, exceeds \$100,000.00, although all other requirements of this Section 12.08 are applicable, irrespective of the amount of said compensation.

12.09 In addition to, and not in substitution for, other provisions of this Contract regarding the provision of public services with CDBG funds, pursuant to Title I of the Housing and Community Development Act of 1974, as amended, the Professional Contractor:

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

restore any facility which is owned by the Professional Contractor and in which the public services are to be provided;

13. AMENDMENTS

13.01 The City may consider it in its best interest to change, modify or extend a term or condition of Contract. Any such change, extension, or modification, which is mutually agreed upon by the City and the Professional Contractor, shall be incorporated in written amendment(s) (hereinafter called

13.01 The City may consider it in its best interest to change, modify or extend a term or condition of Contract. Any such change, extension, or modification, which is mutually agreed upon by the City and the Professional Contractor, shall be incorporated in written amendment(s) (hereinafter called "amendment(s)") to this Contract. Such amendments shall not invalidate this Contract, nor relieve or release the Professional Contractor or the City from any of its obligations under this contract, except for those parts thereby amended.

13.02 No amendment to this Contract shall be effective and binding upon the parties, unless it expressly makes reference to this Contract, is in writing and is signed and acknowledged by duly authorized representatives of both parties, and is approved by the City Council.

14. AUDITS, MONITORING, RECORD KEEPING AND REPORTS

14.01 The Professional Contractor shall make available all books, documents, papers, records (herein collectively called "Records") and project sites directly pertinent to this Contract for monitoring, audits, inspections, examinations and making excerpts and transcriptions by the City, the Department of Housing and Urban Development, and the Comptroller General of the United States, at all reasonable times. The Professional Contractor shall make available all such Records, in their entirety, including all identifying labels and case names, with no deletions, for all such monitoring, audits, inspections, examinations, and making of excerpts and transcriptions. The Professional Contractor shall keep full and complete Records documenting all Services performed under this Contract including, but not limited to, Records of all activities performed pursuant to this Contract and all financial Records associated therewith. The Professional Contractor shall require all contractors and subcontractors to permit monitoring access by the City to all relevant books and Records and to the site of any construction or other work performed hereunder.

All financial records pertinent to this Contract shall be kept in accordance with generally accepted accounting practices.

14.02 All such required records shall be maintained for four years: (1) after final payment under this Contract or (2) after all pending matters are closed, irrespective of whether said dates occur after the expiration date or termination date of this Contract, whichever comes later.

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

14.04 Nothing contained herein shall be construed or permitted to operate as any restriction upon the power granted to the City Council by the City Charter to audit and allow all accounts chargeable against the City. Pursuant hereto, the City shall have the right to examine and audit all books, records, documents and other such supporting data as the City may deem necessary of the Professional Contractor and any subcontractors, consultants or agents rendering Services under this Contract whether direct or indirect which will permit adequate evaluation of the cost or pricing data submitted by the Professional Contractor. The Professional Contractor shall include a similar covenant allowing for City audit and monitoring and Federal audit and monitoring in any subcontract it has with a subcontractor, agent or consultant whose services will be charged directly or indirectly to the City. The City may delay payment to the Professional Contractor pending the results of any such audit or monitoring without penalty or interest.

14.05 The Professional Contractor shall submit monthly performance reports pursuant to all of the provisions and requirements of this Contract.

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

15. FAIR EMPLOYMENT PRACTICES

15.01 In accordance with the United States Constitution and all Federal legislation and regulations governing fair employment practices and Equal Employment Opportunity, including, but not limited to, Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 78 STAT. 252), United States Department of Justice Regulations (28 CFR Part 42) issued pursuant to that Title, and Title VII of the Civil Rights Act of 1964 (42 USC Sec. 2000(e) *et seq.*), and in accordance with the Michigan Constitution and all state laws and regulations governing fair employment practices and equal opportunity, including but not limited to, the Michigan Civil Rights Act (P.A. 1976 No. 453) and the Michigan Handicappers Civil Rights Act (P.A. 1976 No. 220), the Professional Contractor agrees that it will not discriminate

against an employee or application for employment with respect to hire, tenure, terms, conditions or privileges of employment with respect to national origin, age, sex, height, weight, marital status, or handicap that is unrelated to the individual's ability to perform the duties of a particular assignment or position. The Professional Contractor hereby recognizes the right of the United States and the State of Michigan to seek judicial enforcement of the foregoing covenants against discrimination, against itself or its subcontractors connected directly or indirectly with the performance of this Contract.

15.02 The Professional Contractor agrees that it will notify, or cause to be notified, any subcontractor of the obligations relative to nondiscrimination under this Contract when soliciting same, and will include or cause to be included the provisions of this Article 15 in any subcontract, as well as provide the Court a copy of any subcontract upon request.

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

16. NOTICES

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

If to the City:

Director
Housing and Revitalization Department
Coleman A. Young Municipal Center (CAYMC)
2 Woodward Ave., Ste 908
Detroit, Michigan 48226

Attention: Christopher Raschke

If to the Professional Contractor:

Director
Center for Urban Studies
Wayne State University
5700 Cass Ave. 2207 A/AB
Detroit, MI 48202

Attention: Charo Hulleza

16.02 All notices shall be deemed given on the day of mailing. Either party to this Contract may

change its address for the receipt of notices at any time by giving notice thereof to the other as herein provided. Any notice given by a party hereunder must be signed by an authorized representative of such party.

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

17. MISCELLANEOUS

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

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

17.03 This instrument, including all exhibits and attachments as specified in Section 1.01 hereof, which are attached hereto and are made a part of this Contract, and all prior negotiations and agreements are merged herein. Neither the City nor the City's agents have made any representations except those expressly set forth herein, and no rights or remedies are or shall be acquired by the Professional Contractor by implication or otherwise unless expressly set forth herein. The Professional Contractor shall comply with all terms and conditions set forth in the Exhibits as attached hereto and shall utilize all sample forms included as Exhibits, as applicable. Private car mileage reimbursement and long distance telephone call reimbursement shall be reimbursable under this Contract only if provided for in Exhibit B, Budget.

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

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

17.06 The headings of the sections in this Contract are for convenience only and shall not be used to

construe or interpret the scope of intent of this Contract or in any way affect the same.

17.07 The rights and remedies set forth herein are not exclusive and are in addition to any of the rights and remedies provided by law or equity. This Contract shall be governed by, subject to, and construed according to the laws of the State of Michigan. The Professional Contractor agrees, consents and submits to the personal jurisdiction of any competent court in Wayne County, Michigan, for any action brought against it arising out of this Contract. The Professional Contractor agrees that service of process at the address and in the manner specified in Article 16 herein, will be sufficient to put the Professional Contractor on notice and hereby waives any and all claims relative to such notice. The Professional Contractor also agrees that it will not commence any action against the City because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Contract, in any Courts other than those in the County of Wayne, State of Michigan, unless original jurisdiction can be had in either the Michigan Court of Appeals or the Michigan Supreme Court.

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

17.09 Neither party shall be responsible for force majeure events. In the event of a dispute between the parties with regard to what constitutes a force majeure event, the City's determination shall be controlling. Except, that in the event of an occurrence beyond the control of the parties hereto, the City may, at its sole option, terminate this Contract. Such termination shall be made in accordance with the provisions of Section 9.02 herein.

17.10 The Professional Contractor warrants that any products sold or processes used in the performance of this Contract do not infringe upon or violate any patent, copyright, trademark, trade secret or any other proprietary rights of any third party. In the event of any claim by any third party against the City, the City shall promptly notify the Professional Contractor and the Professional Contractor shall pay for the full reasonable cost of the City defending such claims, at the Professional Contractor's expense, and shall indemnify the City against any loss, cost, expense or liability arising out of such claim, whether or not such claim is successful. The Professional Contractor shall comply with all requirements and regulations pertaining to the Federal awarding agency's patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Contract. The Professional Contractor shall also comply with all requirements and regulations pertaining to the Federal awarding agency's copyrights and rights in data.

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

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

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

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

17.15 If any provision of this Contract or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Contract, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

17.16 The Professional Contractor shall not, directly or indirectly, employ, award contracts to, or otherwise engage the services of, or fund any contractor, or subcontractor, or principal as defined in the Federal regulations at 24 CFR 24.105, during any period of debarment, suspension, placement in ineligibility status, or during any period during which said contractor, or subcontractor, or principal is proposed for debarment under 48 CFR part 9, subpart 9.4, under the provisions of 24 CFR Part 24. If during the term of this Agreement, the Professional Contractor is placed on the HUD debarred list, or is placed in ineligibility status, or is suspended, or is proposed for debarment under 48 CFR part 9, subpart 9.4, pursuant to the regulations at 24 CFR Part 24, the Professional Contractor shall immediately notify the City.

The Professional Contractor shall submit to the City a certification regarding proposed debarment, debarment, suspension, ineligibility and voluntary exclusion utilizing the form attached hereto as Exhibit E, and in conformance to the instructions thereon.

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

The Professional Contractor shall cause all contracts and subcontracts under this Agreement to contain a provision comparable to this Section 17.16.

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

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

17.19 To induce the City to enter into the Contract, the Professional Contractor represents and warrants as follows: The Professional Contractor is authorized to do business under the laws of the State of Michigan, and is duly qualified to perform the Services as set forth in the Contract. The execution of this Contract is within the Professional Contractor's authorized powers, and is not in contravention of law. The Professional Contractor further warrants that it is currently registered to do business in the State of Michigan and is amenable to service or process at the address stated in Section 16.01, "Notices".

17.20 The Professional Contractor hereby designates Charo Hulleza as its authorized representative(s) for purposes of this Contract.

18. CONFIDENTIALITY

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

18.02 The Professional Contractor agrees to take appropriate action with respect to its personnel to insure that the obligations of non-use and nondisclosure of confidential information concerning this Contract can be fully satisfied.

18.03 All of the reports, information, data, etc., prepared or assembled by the Professional Contractor under this Contract are confidential and the Professional Contractor agrees that they shall not be made available to any individual or organization without prior written consent of the Director of PDD except as required by Federal law pursuant to Article 14 herein, and except as required by any other requirements or provisions of this Contract.

19. DATA TO BE FURNISHED PROFESSIONAL CONTRACTOR

19.01 Copies of all information, reports, records, and data as are existing, available, and deemed necessary by the City for the carrying out of the Services, shall be furnished to the Contractor upon the

Professional Contractor's request. With the prior approval of the City, the Professional Contractor will be permitted access to City offices during regular business hours to obtain any necessary data. In addition, the City will schedule appropriate conferences at convenient times with key administrative personnel of the City for the purpose of gathering such data.

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

WITNESSES:

1. [Signature] 7/16/15
Name Date

2. Franci Howey 7/16/15
Name Date

PROFESSIONAL CONTRACTOR :

By: P. Yuh Kieleszewski, 7/16/15

Its: Patty Yuh Kieleszewski
Associate Director, Contract Admin.
Sponsored Program Administration

CORPORATE ACKNOWLEDGMENT

PREVIOUSLY APPROVED
BY GENERAL COUNSEL
7/16/15
APPROVAL# Subject to
Addendum

STATE OF MICHIGAN)
)SS
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 16 day of July, 2015, by Patty Yuh Kieleszewski, the Assist Director of Wayne State University, a Michigan Corporation on behalf of the corporation.

DELETTA VERNIER
Notary Public, State of Michigan
County of Oakland
My Commission Expires Apr. 07, 2017
Acting in the County of Wayne

Deletta Vernier
Notary Public

My Commission expires 4/7/2017

* * * * *

WITNESSES:

1. Arvin Mitchell 7/30/15
Name Date

2. Christophe M. Parilla 7/30/15
Name Date

CITY OF DETROIT, Housing
and Revitalization Department:

By: [Signature]
Arthur Jemison

Its: Director
Title

THIS CONTRACT WAS APPROVED BY THE
CITY COUNCIL ON SEP 15 2015

Boyer Jacobs 9/18/15
Purchasing Director Date

APPROVED BY THE LAW DEPARTMENT
PURSUANT TO SECTION 7.5-206 OF THE
CHARTER OF THE CITY OF DETROIT

[Signature] 8/24/15
Corporation Counsel Date

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

CITY ACKNOWLEDGMENT

STATE OF MICHIGAN)

) **ss**

COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 30 day of July, 2015,
by Arthur Jemison, the Director of

Housing & Revitalization Department, a Municipal Corporation on behalf of
the Corporation.

KAREN M. BEAVER
NOTARY PUBLIC STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Jun 21 2018
ASTING IN COUNTY OF Wayne

Karen M. Beaver
Notary Public, Wayne County, Michigan

My commission expires 6/21/2018



WAYNE STATE UNIVERSITY
BOARD OF GOVERNORS
OFFICE OF THE SECRETARY

RESOLUTION OF CORPORATE AUTHORITY

I, Julie H. Miller, Secretary to the Board of Governors of Wayne State University, non-profit Corporation, DO HEREBY CERTIFY that the following is a true and correct excerpt from the minutes of the meeting of the Board of (Directors) Governors duly called and held on July 16, 1993, and that the same is now in full force and effect as of the meeting of the Board of Governors duly called and held on June 26, 2015.

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

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

FURTHER, I CERTIFY that M. Roy Wilson is President, William Decatur is Treasurer, Stephen M. Lanier is Vice President for Research, Gail L. Ryan is Associate Vice President for Sponsored Program Administration, Lashonda Cooley is Director of Sponsored Program Administration, and Patty M. Yuhás Kieleszewski is Manager of Sponsored Program Administration.

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

IN WITNESS THEREOF, I have set my hand this 8th day of July 2015.

CORPORATE SEAL
(if any)


Corporation Secretary

{G:\docs\contract\edwaj\32000\form\JE0861.DOC}

EXHIBIT A
SCOPE OF SERVICES

The Center for Urban Studies (Center) at Wayne State University will produce an Analysis of Impediments to Fair Housing Choice (AI) that examines barriers that inhibit the ability of classes protected by fair housing laws to freely exercise their housing choice in the city of Detroit. The Center is located in Detroit and conducts the majority of business in the City. For this proposed project, the Center will:

1. Assemble and present demographic information related to fair housing choice in Detroit;
2. Evaluate public policies and public/private practices that affect fair housing choice for protected populations;
3. Compile and analyze fair housing complaints in Detroit since 2008;
4. Work with the Detroit Planning and Development Department (P&DD) to create process maps and processes for P&DD staff to track future fair housing complaints;
5. Present an update on City efforts to eliminate fair housing barriers described in the 2008 AI report; and
6. Conduct interviews and focus groups with targeted populations related to fair housing choice in Detroit.

The Majority of data used to conduct the analyses will be obtained from *existing databases* (e.g. 2010 Census, 2013 American Community Survey) or documents detailing local laws, regulations, and administrative processes (e.g. Master Plan, Zoning Ordinance). However, *additional data* would be gathered through focus groups of residents from protected classes and interviews with representatives from government, industry, and fair housing organizations.

The results of the analysis would be presented in a **narrative report** that presents findings from activities 1-6 above. The final report will also include an executive summary, an explanation of the methodology used to conduct the study, and recommendations for addressing impediments.

The Center will begin implementing the study upon the award of a contract. Assuming the contract is finalized by the beginning of January 2015, we project that the majority of our analysis of existing data and a narrative report on the analysis will be completed by the middle of April, 2015. Interviews and focus groups will begin in late January, and completed in April, 2015. The findings will be integrated with those from the analysis of existing data, and a formal draft report will be produced by April 17, 2015, with a final report presented to P&DD by May 1, 2015.

The Center generated the 2008 AI report for the City of Detroit, and is keenly aware of the city's strengths and opportunities. Two Center staff, Ms. Hulleza and Dr. Martin, were principal researchers of the 2008 AI report, and both would again be responsible for the scope of work presented in this proposal. The Center is willing to enter into a City-written contract for this project.

Detail of Methodology and Scope of Services

This section details the process that will be used to conduct the AI. The time frame for this study is presented in the Project Work Plan. The final report will be pursuant to HUD guidelines.

Demographic Analysis of Fair Housing in Detroit

The Center for Urban Studies (Center) will review existing data sets for the City of Detroit to identify trends that impact fair housing choices for Detroit residents and increase potential for discrimination among protected classes. Once data sets have been identified, the Center will meet with the Detroit Planning and Development Department (P&DD) to finalize data sets to be used in the AI. **Table One** provides examples of data to be considered.

Table One

Population Trends
Population trends for Detroit (yearly)
Populations trends for Detroit and the region
Population change in Detroit by zip code
Race and Ethnicity
Segregation analysis for Metro Detroit
Population Characteristics
Total Population
Senior Citizens (age 65 and over)
Disabled Persons
Veterans
African American
Hispanic
Arab American
Asian
Median Age
Housing Stock
Housing Units
Owner-Occupied Units
Vacant Housing Units
Vacant Rental Units
Public Housing Units
Section 8 Vouchers
Median Contract Rent
Mortgage Activity (loans originated, loans denied)
Change in housing demand due to population loss
Change in housing supply due to Detroit demolition program
Impact of supply and demand changes on property values
Neighborhood Conditions
Abandoned Homes and Dangerous Buildings
Foreclosures (Real Estate Company Owned Properties)
Violent crime rate for the city and by zip code
Property crime rate for the city and by zip code
Economic Conditions
Employment status

Household Income
Persons/households in Poverty
Persons/households in Poverty by Census Tract
Poverty Rate
Number Unemployed
Unemployment Rate

This analysis will create a picture of the current demographics of the city of Detroit, including income, employment, transportation, and housing characteristics, as well as changes in those characteristics that have occurred since the last AI was completed in 2008. The analysis will also include highlights from the 2008 AI. Citywide demographics will be presented and compared to surrounding cities and/or counties. Where appropriate, sub-community and/or census tract level analyses will be conducted to assess the geographic distribution of certain demographic (e.g. race, income, etc.) and housing (e.g. cost, tenure, etc.) characteristics. Analysis at the census tract level will facilitate our assessment of whether or not impediments to fair housing choice exist (e.g. is affordable housing concentrated in particular parts of the city).

At a minimum, data trends will be shown for two points in time - 2008 and the latest year for which data is available (e.g. 2010 for Census data, 2013 for American Community Survey). Where appropriate, annual data trends will be provided. Each section of analysis will include a narrative description, as well as charts, tables, and/or graphs needed to clearly display findings.

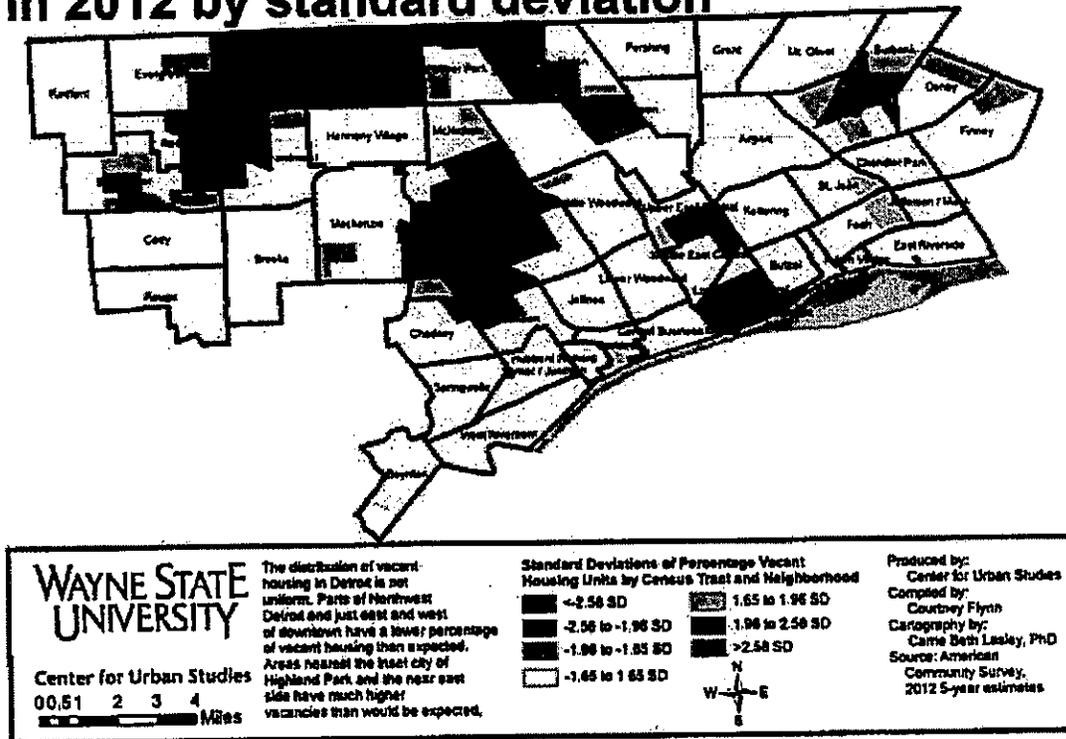
Data sets will primarily be pulled from the 2010 Census, the American Community Survey, and from the Environmental Systems Research Institute. Specialized data sets will be pulled from other sources. For example, data from the Home Mortgage Disclosure Act (HMDA) will be used to analyze trends in mortgage lending by cluster and, where appropriate, census tract. Also, the housing segregation analysis listed in Table One under Race and Ethnicity is currently being completed for an internal Center project. Therefore, findings will be available for use in this project.

The Center already has conducted a wide variety of research and analysis for Detroit. Figure One presents a recent map of vacant housing distribution throughout the city. Yellow areas are those where vacancy rates are similar to the City of Detroit's rate of vacant housing. Blue areas have higher concentrations of inhabited housing compared to the city as a whole (average rate of vacancies). Red areas indicate lower availability of houses compared to the rest of the city. Examples of other Center work are available at www.cus.wayne.edu.

At the conclusion of the demographic analysis of the report, the Center will tie together findings from each section to present an overall picture of the state of how demographic shifts have affected the location of affordable housing and increased the potential for discrimination among protected classes. These indicators will be analyzed to identify current conditions and to assess changes since 2008. Comparisons to regional and statewide statistics will be made where relevant.

Figure One

Vacant housing distribution in Detroit in 2012 by standard deviation



Evaluation of Public Policies and Practices That Affect the Provision of Fair Housing

The Center will use the methods described above to assess demographic shifts that may have occurred due to lack of fair housing choice. Center research staff will also review policies and practices that may impact housing supply and demand. The Center will concurrently analyze City documents providing guidance on public policies and practices. Examples of documents include the City budget, CDBG program, Master Plan, Zoning Ordinance, approved development projects, zoning appeals and development approval processes.¹ These documents will be compared to fair housing choice, using guidelines provided by the National Low-Income Housing Coalition, the American Planning Association, and HUD to see if there are discrepancies between fair housing guidelines and actual policies and practices.

The Center will also conduct interviews with selected staff within City of Detroit Departments (P&DD, Buildings, Safety Engineering & Environmental Department, etc.), local realtors and lenders to help identify fair housing impediments and ameliorative actions in the public and private sectors. Finally, the Center will conduct four focus groups to gather community input. Details on the focus groups are presented beginning on page six.

¹ This proposal assumes that all documents and related supplementary information will be provided by the City of Detroit. Specific documents to be requested are presented on pages seven and eight under the heading Documents Needed from City Staff.

Findings from the analysis of City documents and interviews will then be detailed in the final AI report to P&DD.

Analysis of Regulatory and Practice Housing Impediments for Individuals with Disabilities

While Center staff evaluates public policies and practices that affect the provision of fair housing, it will concurrently identify regulatory and practice impediments to housing for individuals with disabilities. All work described in the previous section (policy analysis, interviews, and focus groups) will include questions to capture data needed for analysis of regulatory and practice housing activities to determine if there are fair housing impediments for individuals with disabilities, including affordability and accessibility. It will also highlight any resources the City of Detroit has provided to reduce access to affordable housing. Findings will be presented in the final report to P&DD.

Analysis of Private Sector Activities Impacting Fair Housing Choice

Center staff will use multiple methods (e.g. data analysis of city demographics, analysis of fair housing complaints, and interviews with targeted audiences) to identify housing segregation patterns. The interviews will help us determine whether or not actions have or will be taken to address those impediments.

Process for Accepting Complaints and Tracking Disposition AND System for Tracking Legal Cases, Complaints, and Referrals

Historically, individuals who feel they have been wronged in any way in regards to their housing choices in the city of Detroit have avenues of appeal for remediation. First is the local office of the Federal Department of Housing and Urban Development (HUD) that would try to address the problem and avoid litigation. The second option is the Fair Housing Center of Metropolitan Detroit (FHC). This option is typically chosen when satisfactory results are not achieved through HUD.

As part of the AI, the Center will perform two tasks concerning fair housing complaints and violations: (1) an analysis of recent fair housing complaints and (2) identification of systems for tracking complaints, legal cases, and referrals. First, the Center will conduct an analysis of HUD and FHC fair housing complaints from 2008-2014. The Center will use interviews with personnel from the local HUD office and FHC, as well as reports produced by the FHC, to depict the extent and status of fair housing complaints in the city of Detroit. Interviews (approximately 3-5) will be conducted using a semi-structured list of questions. The Center anticipates that this section will include the following components:

- 1) Current procedures used to accept and track complaints, legal cases, and referrals;
- 2) Number of complaints filed over the past several years;
- 3) Types of/reasons for complaints;
- 4) Disposition of complaints;
- 5) Lawsuits and their status;
- 6) Activities related to Fair Housing Initiative Program/Fair Housing Assistance Program grants (if relevant);
- 7) Description of efforts to address the issues uncovered by the complaints; and
- 8) Role of City of Detroit in helping to ensure timely resolution of complaints.

The Center will then provide findings and recommendations for improvement in the final report to P&DD.

Second, the Center will work with P&DD to develop processes for staff to use when accepting fair housing complaints, including referrals to the proper contact at the HUD Detroit office and other actions that may be taken, up to and including disposition. All processes will then be documented as flowcharts and/or process maps in the final AI report.

Assessment of Current Status of Impediments Identified in the 2008 AI and Efforts to Address Identified Impediments

The 2008 AI identified the following major impediments to fair housing choice:

1. Lack of resident awareness/knowledge of fair housing issues, laws, and complaint processes, including low levels of home-buying literacy.
2. Very high poverty and unemployment and/or job security (ability to pay).
3. Poor city services in low income areas.
4. Lack of quality affordable housing options, and the presence of deteriorated privately-owned properties — either vacant or not actively managed.
5. Lack of housing options for the disabled.
6. Segregation history of the region.
7. Lending disparities by race and income.

The 2008 AI also provided the following recommendations and action plan:

1. Increase awareness of fair-housing laws and the complaint processes through community development corporations and other housing assistance organizations.
2. Increase the training of landlords, real estate agents, city officials, and Detroit Housing Commission officials in fair housing practices.
3. Establish standards for neighborhood conditions and municipal services to address equity in housing choice and to measure quality of city services on a regular basis going forward.
4. More aggressively enforce housing and building safety codes, especially for rental properties. Establish standards for rental properties.
5. Work with community development organizations to target city government resources for neighborhood stabilization in order to improve housing choices for protected classes, many of whom are also low-income.
6. Conduct a gap analysis assessment of HUD subsidized properties, with regard to protected classes, and Detroit's overall demand for subsidized housing.
7. Accelerate the demolition of burned or dilapidated homes that create dangerous conditions in neighborhoods.

Once the analysis of the current state of fair housing in Detroit is completed (including facilitating focus groups described below), the Center will compare current findings with those presented in the 2008 AI. Center staff will then be able to determine if the same major impediments to fair housing exist and/or if additional impediments exist. This analysis will also provide a status update on recommendations made in the 2008 AI to determine the level to which the action plan recommendations were implemented.

Gathering Input from AI Stakeholders

While data analyses outlined above will enable the Center to identify some barriers to fair housing and the groups that might be facing them, further investigation will be required to determine if other barriers exist and whether or not those barriers can be classified as

impediments. There may be less obvious barriers (e.g. predatory lending, access to financing, etc.) that impact residents' ability to truly exercise free housing choice. In order to provide a deeper, more detailed understanding, the Center will conduct four to five focus groups to maximize citizen participation. Three of the focus groups will seek input from Detroiters of a specific race or ethnicity (African-Americans, Hispanic-Americans, and Arab/Chaldean-Americans). The focus groups will also be conducted in various locations in order to gather feedback from residents of many parts of the city.

The Center conducted these types of focus groups for the 2008 Detroit AI. Because of this, we already have focus group scripts for each proposed target group. Examples of content areas and questions to be covered are provided at **Attachment A** to this proposal. Prior to use, the Center will review the questions with HRD and update each script as needed. Once the Center has HRD approval, the focus groups will be scheduled.

Focus Group Participant Recruitment: For the focus groups with citizens of a particular ethnic heritage, the Center will work with a host organization (to be identified – examples include Focus: HOPE and Matrix Human Services) to compile a list of potential participants and to obtain contact information. Recruitment flyers will be mailed that would provide details on the focus group and why their input is needed. Follow-up phone calls will be made to those who do not respond to the mailing and to those for whom mailing information is unavailable.

Requirements for focus group participation will be 1) a Detroit resident at least 18 years old, and 2) a member of the racial or ethnic group targeted by a given focus group or a resident of a given area of the city. In cases of non-English speaking participants, interpreters will be made available. Wherever possible, facilitators will be of the same race/ethnicity that is being targeted by the focus group to promote the free exchange of information. Depending on the time of day, participants will be provided a meal or light refreshments. Participants will also be offered a small financial incentive, typically in the form of a gift card, for their participation.

Focus Group Facilitation: Focus groups will be held at community-based organizations. Prior to the focus group, facilitators and participants will have a meal together while engaging in small talk as participants complete a brief demographic survey. Prior Center experience has shown that this type of approach tends to be beneficial in fostering a safe environment in which to share opinions during the upcoming discussion. The Center expects each focus group to last approximately two hours (including the meal).

Focus Group Analysis: Qualitative analysis of focus group data will be conducted to identify common themes across the groups, as well as unique themes in certain groups. Findings will be presented according to major topics discussed. Summary notes for each group will be compiled, as well as some direct quotes from participants where applicable. Findings from the focus groups will be integrated into the various sections of the final AI report.

Interviews with Housing Professionals: As mentioned previously, the Center will also conduct face-to-face or phone interviews with representatives from the City of Detroit government, local realtors, and local lenders to help identify fair housing impediments and ameliorative actions in the public and private sectors. Interviews with government representatives will cover issues, including, but not limited to:

- types of resources the City of Detroit allocates for the promotion/enforcement of fair housing activities;
- any training that city staff receive related to fair housing laws and regulations;

- the City's involvement in the resolution of fair housing complaints;
- the extent to which the City provides direct or indirect support to the development and/or maintenance of affordable housing;
- the extent to which representation on City boards or commissions related to housing, community development, and other pertinent functions match city demographics;
- the processes used for selecting participants and assigning residency in public housing programs;
- how the city monitors real estate practices to ensure compliance with fair housing laws; and
- how revisions to the City's Master Plan and Zoning Ordinance address issues related to fair housing.

Interviews with private sector representatives will cover topics, including, but not limited to the following:

- advertising practices at their organization;
- tenant selection practices at their organization;
- lending patterns at their organization;
- support provided by their organization for fair housing activities;
- training for their staff in fair housing laws; and
- staff perceptions of whether or not particular impediments exist.

Documents Needed from City Staff

At a minimum, the Center would request access to the following documentation:

- The City Master Plan and Zoning Ordinance;
- Data on the number of subsidized housing units obtained from the Detroit Housing Commission;
- Portions of the current and previous city budget related to fair housing;
- Current and previous Community Development program details related to fair housing;
- Zoning appeals;
- Approval processes for evidence of impediments to fair housing choice using guidelines provided by the National Low-Income Housing Coalition, the American Planning Association, and HUD;
- Building permits;
- Demolition permits;
- Housing assessment data; and
- GIS shapefile of city sub-units (neighborhoods or districts).

Additional Services That Would Enhance the Project

The Center expects to employ 40 college work-study students during the Fall 2015 semester. If additional resources are needed beyond those listed in this proposal, the Center will allocate college work-study time to project tasks suitable for their skill level. Also, if new items are surfaced during contract negotiations, the scope of work and contract will be adjusted to include those items.

For example, the Center has already developed a case management system that could be adapted for P&DD to use to track fair housing complaints to resolution. Given the relatively small number of annual complaints, the Center is proposing to work with HRD to establish

manual systems to track fair housing complaints. If P&DD states during contract negotiations that they would like to work with the Center to implement the case management system, this additional cost/work will be added to the scope of work and contract.

Deliverables

Once the Center has compiled all data, analyzed the data, and completed focus groups/interviews, the Center will assemble a draft AI report for review by HRD. The report will also identify impediments, suggested activities to eliminate housing impediments, and a detailed explanation of how suggested activities will address and overcome each impediment.

The language and charts/tables included in the report will be presented in a way that would be understood by laypersons and the community at large. Once the Center receives feedback on the draft report, a final report will be created and delivered to P&DD. Other deliverables include:

- Submitted written progress reports to P&DD on a monthly basis.
- One original and four hard copies of a P&DD-approved final document.
- One electronic copy of a P&DD-approved final document on compact disk in Microsoft Word and in PDF.

Exhibit B	
Budget	
CITY OF DETROIT	
WAYNE STATE UNIVERSITY	
Project Tasks	Total
Project Development	\$1,379
Project Management	\$1,725
Data Collection (including focus groups, interviews)	\$23,166
Data Entry	\$1,630
Analysis (including focus groups, interviews)	\$16,200
Project Report Writing	\$3,602
Total Project Tasks	\$47,702
Other Expenses	
Office Supplies	\$600
Copying	\$510
Travel	\$200
Total Other Expenses	\$1,310
TOTAL	\$49,012

EXHIBIT C**ACCOUNTING AND BOOKKEEPING PROCEDURES AND REQUIREMENTS****I. Accounting Journals and Ledgers**

1. There must be separate accounting for all Agreement funds by assigning a special number as designated in the "Chart of Accounts" to identify the amounts of all such funding sources. Agreement funds must not be co-mingled with other funds without assigning a special number to each funding source.

Non-eligible costs must be segregated from Agreement costs. "Non-eligible costs" are those costs which are not properly documented or not in accordance with the terms of this Agreement, are unallowable under Federal Cost Principles (OMB Circular A-122), or are non-eligible under Community Development Block Grant Regulations. The Subrecipient must distinguish between the causes for the non-eligible status.

Expenses paid or payable from sources other than this Agreement must be excluded from the Agreement General Ledger account and must not be included in the monthly requests for reimbursement payment.

2. A Chart of Accounts must be established for all accounts affected by this Agreement, i.e. Cash, Construction Costs, Professional Consultant, Advertising, Insurance, etc.
3. A Double Entry Accounting System must be maintained for Agreement funds in accord with Generally Accepted Accounting Procedures.
4. A General Ledger must be established and maintained for all accounts affected by this Agreement. The General Ledger must be posted up-to-date at least once a month.
5. A Cash Receipts Journal must be established and maintained for all accounts affected by this Agreement. This Journal separates the various funding sources, amounts and the dates received. All Agreement payments must be deposited in full in the Subrecipient's bank. Such bank must be a member of the FDIC. A bank deposit slip must be kept on file and match the amount of the Agreement payment.
6. Book cash balances must be reconciled to bank balances in accordance with Standard Accounting Procedures at least one a month.
7. A Cash Disbursements Journal must be established and maintained for all accounts affected by this Agreement.
 - a. Disbursements must be made by pre-numbered checks signed by two (2) authorized representatives of the Subrecipient. A mechanical check protector is recommended for use to the extent possible. However, checks must be computer generated or typewritten. Individual items purchased with petty cash must be supported by properly executed imprest cash vouchers, vendor's invoices or cash register receipts along with a description of the purchase.

Exhibit C continued

- b. The Subrecipient will distribute its expenses in its records in accordance with approved budget classifications.
 - c. Disbursements must be supported by copies of vendor invoices for all items other than payroll. Payroll must be supported by a list of names, titles, time, rate, amount, deductions, time sheets and signed by an authorized representative. No individual shall approve or sign his or her own time sheets or checks.*
 - d. The Subrecipient must make a clerical check of all Invoices and Records to ensure their accuracy. Evidence of such clerical checks must be noted on the Invoice with the applicable information: date paid, account number(s), amount, check number(s) and signature of the authorized representative.
 - e. Documentation in support of any rent charges must be determined by the City and include a copy of the lease agreement and monthly receipts.
 - f. All cash register receipts submitted as documentation must be validated. That is, the purpose and description of the purchase must be noted, and it must be signed both by the person who made the purchase and the authorizing representative of the Subrecipient.
 - g. Mileage reimbursement reports must be reviewed and approved by an authorized representative of the Subrecipient. No individual shall approve his or her own reports.*
8. A General Journal must be established and maintained for all accounts affected by this Agreement.
9. A Payroll Register must be maintained to adequately accumulate the required payroll information. Payroll withholding information must be maintained in such a manner as to allow accurate payment of the deductions to the taxing authorities. Required payroll tax returns must be prepared and filed in sufficient time to avoid penalties, interest, and additional taxes.
- a. Employee salary and wage payments must be supported by approved time and attendance forms, and formally approved by an authorized representative of the Subrecipient.
 - b. Withholding taxes must be based on proper authorizations and computed in the proper manner.
 - c. Reporting of payroll with supportive detail must meet the requirements as stipulated in this Agreement.

II. Internal Controls

1. Employee responsibilities must be formalized and accounting responsibilities must be segregated to the extent possible as follows:
 - a. Employees of the Subrecipient preparing payrolls and handling time reporting records must not have access to the related paychecks.
 - b. Employees who handle or record cash or prepare or sign checks must not also reconcile bank statements to accounting records.

III. General

1. Essential personnel data must be maintained for all employees (i.e., personnel folder, signed withholding authorization forms, etc.) and must treat such records as confidential.
2. Items purchased with funds derived from this Agreement must be marked with an appropriate tag or label from the City, and inventories of such property must be taken no less than annually, and must be updated upon the last day of the term of this Agreement. An inventory list of all such property purchased under this Agreement must be submitted to the City. In the event that the Subrecipient and the City do not enter into an agreement whose term immediately succeeds the term of this Agreement, property purchased by the Subrecipient with Agreements funds during the term of this Agreement must revert to the City at the expiration or termination of this Agreement. Generally, the Subrecipient must implement the Federal property management standards found at 24 CFR 54.31-37 with respect to property acquired under this Agreement.
3. Proper budgetary controls must be established and periodically reviewed. The Subrecipient must not change any line or sub-line item in the Budget (Exhibit B) without prior written approval by the City.
4. The Subrecipient's formal hiring policy must prohibit nepotism and conflicts of interest. The Subrecipient must require its employee(s) working on this Agreement to disclose their outside employment or business ties (if any) before commencing Services under this Agreement. All such disclosure(s) must be reported to the City upon the commencement of this Agreement and immediately at any other time during the term of this Agreement as such outside employment or business ties become known.

5. If any Federal Funds are advanced under this Agreement, all agreement funds must be kept in an interest bearing account. All interest earned on such funds must be reported in each reimbursement request. If total interest earned during the term of this Agreement should exceed \$250.00, the excess must be promptly remitted to the Federal Government in the manner in which the City shall prescribe. City funded advances must also be deposited in interest bearing accounts and all interest earned thereof must be treated as program income pursuant to the terms and conditions of this Agreement.
6. Agreement funds must be used only for specific Agreement purposes.
7. The Subrecipient must obtain fidelity bonds for all employees who have access to Agreement funds. In the event such bonds are canceled the Subrecipient must immediately notify the City.
8. Checks must not be drawn against the Subrecipient's accounts in exchange for cash received.
9. In accordance with Article 6.07 of this Agreement, if any program income is earned by the Subrecipient, all program income must be reported to the City with each Payment request, thus, reducing the payment by the amount of program income.
10. Any mileage reimbursement must be at a rate of up to 57.5 cents per mile.*
11. Unless otherwise instructed by the City, on the first day of the second month before the expiration of the term covered by this Agreement, the Subrecipient must render a list of all persons or firms to whom money is obligated, at the beginning of the final quarter of the term covered, for either services or goods rendered or delivered.

***Mileage and rent reimbursement shall be allowable only as pursuant to line items in Exhibit B, Budget, attached hereto.**

EXHIBIT D

REIMBURSEMENT PROCEDURES AND REQUIREMENTS

The following procedures shall be followed by the Subrecipient to facilitate the bi-weekly request for reimbursement of funds expended for budgeted items in performance under the Agreement.

1. The Subrecipient shall submit three complete copies of an invoice that contains the following items of information:
 - a. A letter of transmittal formally stating the total requested amount, specifying the amount of Indirect Costs and Direct Costs included, if any; and signed by an authorized representative of the Subrecipient;
 - b. A budgetary status report (see sample attached hereto as Attachment 1 of Exhibit D);
 - c. A check register listing the expenditures for the period (see sample attached hereto as Attachment 2 of Exhibit D).

All items of expenditure listed on the check register shall be accompanied by invoices and receipts or other appropriate backup information, in check register order. Backup information shall be prepared as follows:

(1) Receipts and Invoices

Copies of receipts and invoices shall be submitted in check register order. They shall include the date paid and the check number, and be signed by an authorized representative of the Subrecipient.

(2) Mileage Reimbursement

All requests are to be on the "Private Car Mileage Report" (see sample attached hereto as Attachment 4 of Exhibit D).

(3) Long Distance Calls*

All long distance calls contained on the accompanying copy of the telephone bill shall be itemized on one form. Any calls not accounted for will be assumed ineligible and therefore not reimbursable (see sample attached hereto as Attachment 5 of Exhibit D).

*Reimbursement of any costs of telephone service and/or long distance calls shall only be allowable as pursuant to the Budget, Exhibit B attached

- (4) Each submission shall contain a payroll register as per item 7 of Exhibit C, (attached hereto and made a part hereof) and following the instructions given in Attachment 6 of Exhibit D (attached hereto and made a part hereof) and utilizing the form found attached hereto as Attachment 7 of Exhibit D).

All documentation requires the signature of the Subrecipient's authorized representative thereon.

2. Any submission that does not comply with these procedures and which does not include all of these required supporting documents, shall be returned to the Subrecipient with a letter stating the reason for return. Reimbursement processing in full or in part will not begin by the City until an acceptable invoice with sufficient supportive documentation is received.
3. Cost listed on Exhibit B Budget, shall be invoiced in separate package for reimbursement and prepared as applicable in accordance with Exhibit D.
4. The City reserves the right to amend any of the above items or add to them if experience dictates such a change or addition to be necessary without compliance with Article 13 of this Agreement.
5. Indirect Costs (is any) listed on Exhibit B, Budget, shall be paid, pending City approval of the Subrecipient's Indirect Cost Proposal, as follows:

The approved Indirect Cost percentage shall be multiplied by the Subrecipient's direct personnel costs for the period. This sum shall be added to the total Direct Costs documented and approved for that period.
6. All program income and interest (when Federal Funds have been advanced hereunder) earned on federal funds shall be reported to the City. Total interest in excess of \$250.00 shall be remitted to the Federal Government promptly and in the manner in which the City shall prescribe.
7. All purchases of capital items and all outlays in excess of \$500.00 must have the prior approval of the City. (Capital items are those which are non-expendable and are in excess of \$50.00). Outlays subject to interpretation (capital vs. non-capital) shall be referred to the Planning and Development Department for determination, and the Planning and Development Department shall have the final responsibility of determining the nature of such expenditure.

ATTACHMENT 1 OF EXHIBIT D
BUDGETARY STATUS REPORT
SAMPLE

Subrecipient: _____

Period Ending: _____

Agreement Number: _____

<i>Account Title</i>	<i>Account Number</i>	<i>Total Prior Contract Costs</i>	<i>Contract Costs This Month</i>	<i>Total Costs Month End</i>	<i>Budget</i>	<i>Budget Balance</i>
Interest						
Program Income						
Advance						
Total Reimbursed						
Totals Costs						

Prepared by: _____

Date: _____

Signed: _____

Date: _____

Subrecipient's Authorized Representative

Instructions for use of line "Advance" line on Budgetary Status Report:

1. "Advance" amount should be entered in the "Advance" line under the "Budget" column. The remaining budget amount is entered in the "Total Reimbursed" line under the Budget column.
2. Total prior amounts billed to repay the Advance, but not reimbursed, must show in "Total Prior Contract Costs" column.
3. Amount of Advance for the current request to be repaid, if any, show in the "Advance" line under the "Contract Costs This Month" column.
4. Amount of Advance still owing to the City by the Subrecipient show in "Budget Balance" column.
5. "Interest" means interest earned on Federal Funds, if an advance (inclusive of a projected cost advance) of Federal Funds was made to the Subrecipient. All interest in excess of \$250.00 total shall be promptly remitted to the Federal Government in the manner in which the City Shall prescribe.

ATTACHMENT 3 OF EXHIBIT D
PRIVATE CAR MILEAGE PROCEDURES

1. Rate of Payment

When an employee covered by this Agreement is assigned to use his/her automobile to perform his/her job, he/she shall be paid mileage at the rate of **\$.57.5 per mile**.

2. Definition of Reimbursable Mileage

- A. Trips from home to headquarters and back home shall not constitute reimbursable mileage.
- B. Trips in either direction between home and any officially designated point (when there is no specific headquarters) shall not constitute reimbursable mileage.
- C. Trips from headquarters (or from the designated starting point if he/she has no headquarters) to a job, from job-to-job, and if directed, back to headquarters or starting point, shall constitute reimbursable mileage.
- D. In order to receive mileage reimbursement an employee must actually use an automobile on non-profit business.

ATTACHMENT 5 OF EXHIBIT D
SAMPLE
LONG DISTANCE TELEPHONE CALL
REIMBURSEMENT FORM

Subrecipient: _____

Period Ending: _____ Agreement
 Number: _____

The following telephone calls were made by the person who signed under the initials-of-caller column. It is understood that each telephone call enumerated below was related to the Subrecipient's performance of CDBG projects under this Agreement.

Telephone Service for Month of _____, 20_____.

Telephone No. Called	Location	Amount Billed for this call	Initials of Caller

Prepared By: _____ Date: _____

 Subrecipient's Authorized Representative: _____ Date: _____

ATTACHMENT 6 OF EXHIBIT D

PAYROLL REGISTER INSTRUCTIONS

(Instructions for Exhibit D Attachment 6 Payroll Register)

Post pay data.

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

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

Post net salaries.

Total the columns.

Deposit the withholding taxes immediately upon paying salaries in accounts specifically set up for deposit of withholding taxes.

The withholding tax deposit checks listed in the Check Register must correspond exactly to the total amounts in the payroll register.

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

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

Withholding tax deposit checks shall only be reimbursable by the City or Subrecipient has no legal access to funds deposited in such accounts.

EXHIBIT E

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

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency entered into this transaction. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

EXHIBIT E

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

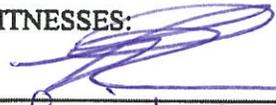
Instructions for Certification continued

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorization under paragraph five (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

WITNESSES:

1. 
2. Stane Hawey

Subrecipient, Contractor
Subcontractor, or Principal
By: Kyle Kuligowski
Its: _____
Date: 7/13/15

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

EXHIBIT N

EXECUTIVE ORDER NO. 2007-1

THIS LANGUAGE MUST BE INCLUDED IN ALL BID PACKAGES, CONTRACTS AND SUBCONTRACTS FOR ALL CONSTRUCTION AND DEMOLITION PROJECTS, TO WHICH EXECUTIVE ORDER NO 2007-1 APPLIES.

EXECUTIVE ORDER NO. 2007-1 EMPLOYMENT OF LOCAL LABOR ON PUBLICLY FUNDED CONSTRUCTION AND DEMOLITION PROJECTS:

Per Executive Order No. 2007-1 All City of Detroit project construction contracts shall provide that at least fifty-one percent (51%) of the workforce must be bona-fide Detroit residents. In addition, Detroit residents shall perform fifty-one percent (51%) of the hours worked on the project. Workforce and project hours shall included work performed be Detroit residents in the various job categories: officials and managers; supervisors and forepersons, professionals, technicians, sale workers, office and clerical, skilled trades, craft workers, operators, laborers, service workers, apprentices, and on-the-job training positions.

Failure to meet the Detroit resident workforce requirement, including project hours, will result in the following monthly financial penalties:

Financial Penalties

<u>Detroit Resident Hours</u>	<u>Monthly Recruitment Fee</u>
45% - 50%	3%
40% - 44%	7%
30% - 39%	10%
0% - 29%	15%

Developers, general contractors, prime contractors and sub-contractors are required to pass the requirements of this Executive Order down to all lower-tier contractors. However, it is the sole responsibility of the entity contracting with the City of Detroit to require all of their contractors to comply with the City of Detroit requirement to utilize fifty-one percent (51%) of Detroit residents on construction projects. In reaching the Detroit residency requirement, local union halls may be utilized, however, the City of Detroit Workforce Development Department and/or its designee shall be the first source utilized to recruit and hire Detroit residents, where Detroit residents are unavailable at the local union halls. Failure to meet the requirements of this Executive Order will constitute a breach of contract and may result in immediate termination of the contract.

At the option of the City of Detroit, any developer, general contractor, prime contractor, sub-contractor, or lower-tier contractor that is deficient in the utilization of Detroit residents may be barred from doing business with the City of Detroit for one (1) year. In addition, the City of Detroit reserves the right to re-bid the contract, in whole or in part, and/or hire its own workforce to complete the work.

All construction contracts, construction contract amendments, change orders, and extensions shall include the terms of this Executive Order. The Human Rights Department shall have the responsibility for preparing administrative guidelines, monitoring, and enforcing the provisions of this Executive Order.

EXHIBIT O

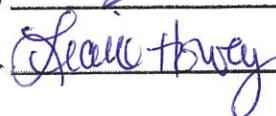
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

WITNESSES:

1. 

2. 

SUBRECIPIENT, CONTRACTOR OR SUBCONTRACTOR:

By: 

Its: Patty Yuhes Kieleszewski
Associate Director, Contract Admin.
Date: Sponsored Program Administration

7/13/15

EXHIBIT Q

INSURANCE WAIVER & CERTIFICATION

Contractor Organization Name: _____

**HRD Determination Insurance Certificates to be Submitted After
City Execution of Agreement**

In accordance with Article 8.04 of this Agreement, the undersigned Project Manager of the Housing and Revitalization Department authorizes delayed submission of the insurance certificates required in Article 8 hereof. The Contractor is instead required to submit all of the specified insurance certificates no later than ten (10) days after receipt of notice from the Housing and Revitalization Department that the Agreement has been executed by the City Purchasing Director. All required Certificates of Insurance shall be submitted to the Housing and Revitalization Department by the Contractor as a condition of the "Notice to Proceed for Phase I Services". Failure to comply with this condition will be grounds for default.

Signed: _____

HRD Project Manager

Printed Name: _____

Date: _____

Exhibit R

ADDENDUM TO PROFESSIONAL SERVICES CONTRACT

This Addendum is hereby incorporated by reference and made a part of the attached City of Detroit Professional Services Contract between Wayne State University ("Professional Contractor") and the City of Detroit ("City"). The parties agree to amend the contract as follows:

1. A reference to Exhibit R is added to Section 1.01.
2. Section 4.08 is deleted.
3. Section 7.01 is amended to read: "No indemnification is required since the Contractor is a public entity." The remainder of Article 7 is deleted.
4. Section 8.01 is amended to read: "No insurance is required since the Contractor is a self-insured public entity." The remainder of article 8 is deleted.
5. Section 9.01 is deleted.
6. The phrase "as applicable" is inserted after "with" before item (1) in Section 12.01.
7. Section 17.10 and Section 17.11 are deleted.
8. Section 18.03 is deleted.
9. Items 7 and 11 are deleted from Section III of Exhibit C.

Agreed:

WAYNE STATE UNIVERSITY

By: *P. Yeh Kuleszowski*
Title: Patty Yuhes Kieleszewski
Associate Director, Contract Admin.
Date: Sponsored Program Administration 7/13/15

CITY OF DETROIT

By: *[Signature]*
Title: *Director*
Date: *7-23-15*

FORM APPROVED
MA 7/18/15
OFFICE OF THE
GENERAL COUNSEL

Detroit City Council
Legislative Policy Division

TO: Purchasing Division Staff
FROM: David Teeter
DATE: September 15, 2015

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

There were no contracts, approved at the September 8, 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 September 15, 2015 and **APPROVED***

Reported by the Finance, Budget and Audit Committee:

No Contracts Reported

Reported by the Internal Operations Committee:

2911229	Sherwin Williams Submitted in the List and Referred July 28, 2015.	\$64,720.50	GENERAL SERVICE
2876477,Amend.2	Futurenet Group + \$14,000 to \$58,600 Submitted in the List and Referred July 28, 2015.		INSPECTOR GENERAL
2867153,Extension	Genuine Parts (NAPA) + \$1,746,836 to \$16,735,694 Submitted in the List for Recess Week of Aug. 17, 2015 and Held.		GENERAL SERVICE
2908627	Vitec (vehicle parts) Submitted in the List and Referred September 8, 2015.	\$11,528,000	GENERAL SERVICE
KEM-00248	Kemba S. Braynon (Legisl.Policy Division) Submitted in the List for September 15, 2015; Placed on Consent Agenda; Approved with <i>WAIVER</i> .	\$4,290	CITY COUNCIL

Reported by the Neighborhood and Community Services Committee:

No Contracts Reported

Purchasing Division
Contracts and Purchase Orders Received, Considered at Regular Session
of September 15, 2015

Page 2

*The following contracts and purchase orders were reported to the City Council by the indicated Standing Committee, at the Regular Session of September 15, 2015 and **APPROVED***

Reported by the Planning and Economic Development Committee:

2867322,Amend.2 The Mannick & Smith Group + \$218,526 to \$655,578 PLAN & DEVELOPT
Submitted in the List for Recess Week of Aug. 10, 2015 and Held.

2912709 Wayne State University \$49,012 HOUSING & REVITALIZ.
Submitted in the List for the Recess Week of Aug. 31, 2015 and Held.

Reported by the Public Health and Safety Committee:

No Contracts Reported

*The following contract was reported to the City Council by the indicated Standing Committee, at the Regular Session of September 15, 2015, and requested to be **POSTPONED** for 1 week.*

Reported by the Internal Operations Committee:

2898660,Amend.1 Pinnacle Actuarial Services + \$30,000 to \$105,000 LAW
Submitted in the List and Referred September 8, 2015; Questions Raised during Session.

*The following contracts were reported to the City Council by the indicated Standing Committee, at the Regular Session of September 15, 2015, and requested to be **WITHDRAWN**.*

Reported by the Internal Operations Committee:

2906634 The Allen Law Group \$75,000 LAW
Submitted in the List and Referred September 8, 2015.

2909529 The Allen Law Group \$75,000 LAW
Submitted in the List and Referred September 8, 2015.

Purchasing Division
Contracts and Purchase Orders Received, Considered at Regular Session
of September 15, 2015

Page 3

*The following contracts were **REFERRED** on September 15, 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:

86998,Amend.1	Leslie Howard Ellison	GENERAL SERVICES
2902499	Alliant Insurance Service	RISK MANAGEMENT

Correction To Item approved, Submitted Week of August 3, 2015

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:

87085,Amend.1	Thomas James Shannon	MUNICIPAL PARKING
JAN-00093	Janette Cheryl Christine	MUNICIPAL PARKING

Purchasing Division
Contracts and Purchase Orders Received, Considered at Regular Session
of September 15, 2015

Page 4

The following are contracts that are currently HELD for review, discussion or report to the Standing Committees:

Planning and Economic Development Committee:

2896965,Amend.1 Heat and Warmth Fund (THAW) + \$100,000 to \$347,589.40 PLAN & DEVELOPT
Submitted in the List and Referred June 16, 2015; Waiting for Law Opinion on Ethics question

Public Health and Safety Committee:

2886496,Amend.1 Ramona H. Pearson + \$137,875 to \$487,875 HEALTH & WELL.
Submitted in the List of the Recess Week of August 3, 2015; *Committee approved 9-14-15.*

2555944,Amend.3 Bishop Real Estate (Lease, 14655 Dexter) + \$669,950 to \$7,336,175 POLICE
Submitted in the List for the Recess Week of August 10, 2015; *Committee approved 9-14-15.*

2912044 Wayne County Registrar of Deeds \$120,000 PUBLIC WORKS
Submitted in the List for the Recess Week of Aug. 10, 2015.

87341 Ronald Fleming (Ex. Protection, Mayor) \$94,500 POLICE
Submitted in the List for the Recess Week of Aug. 10, 2014; *Committee approved 9-14-15.*

2884809,Amend.2 Institute for Population Health + \$396,220 to \$14,752,220 HEALTH & WELL.
Submitted in the List for Recess Week of Aug. 17, 2015; *Committee approved 9-14-15.*

2884810,Amend.2 Institute for Population Health + \$164,004 to \$7,460,825 HEALTH & WELL.
Submitted in the List for Recess Week of Aug. 17, 2015; *Committee approved 9-14-15.*

2906609,Conf.Req. Motor City Electric \$318,605 POLICE
Submitted in the List for the Recess Week of Aug. 17, 2015; *Committee approved 9-14-15.*

2912431 Heritage Crystal Clean \$121,500 TRANSPORTATION
Submitted in the List for the Recess Week of Aug. 17, 2015.

2912468,Conf.Req. Randy Lane \$31,058 TRANSPORTATION & PARKING
Submitted in the List for the Recess Week of Aug. 24, 2015.

2913193 Target Solutions \$61,125 FIRE
Submitted in the List for the Recess Week of Aug. 31, 2015; *Committee approved 9-14-15.*

2909352 Industrial Door and Weatherstrip \$220,000 TRANSPORTATION
Submitted in the List and Referred September 8, 2015.

**City of Detroit
Law Department
Contracts Section**

INTERDEPARTMENTAL MEMORANDUM

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

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

SUBJECT: ~~EXPIRED~~ DOCUMENTS – CONTRACT NUMBER: 2912709

Vendor Name: Wayne State University

DATE: 8/24/2015

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

Thank you for your cooperation in this request.

CLEARANCES

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

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

Entire Certificate: _____	General Liability: _____
Professional Liability: _____	Excess Liability: _____
Automobile: _____	Workers Compensation: _____

Other (Identify) _____

The departmental requestor was notified by this writer on _____

cc: _____ Department – Attn: _____

*Note:
Clearances and Insurance not required for WSC since it is a state entity Jim E.*

CONTRACT # CPO 2912709
SPO 2912708 Waiver
CHANGE ORDER # «Amendment» Agenda Date _____
DEPARTMENT Planning and Development Department CCR: _____

CONTRACT SYNOPSIS
Change Order

CONTRACTOR NAME: Wayne State University
CONTRACTOR ADDRESS: 5057 Woodward Ave., 13th Floor, Detroit, MI 48202

NOF Public Service – Living Wage Ordinance Does Not Apply

WHAT FORM OF COMPETITION Request for Proposal (RFP) # 10/26/14
DID THE DEPARTMENT ENGAGE Request for Quotes (RFQ) # _____
IN TO OBTAIN THIS PROFESSIONAL Request for Qualifications (RFQQ) # _____
SERVICE CONTRACT: If there was no competition obtained, explain why:

PROJECT: _____
Type of Funding and %: CDBG – 100%
CONTRACT AMOUNT: \$49,012
CONTRACT PERIOD: 12 Months
ADVANCE PAYMENT N/A
BRIEF DESCRIPTION: Prepare Analysis of Impediments to Fair Housing Choice
REASON FOR DELAY: _____

Funds Available Inquiry (COD)

Selection Criteria

Budget: **CODAMENDED** Amount Type: **Year To Date Extended**

Period: **JUN-16** Encumbrance Type: **ALL**

Account Level: **All**

Funds Available (USD)

Summary

Account	Budget	Encumbrance	Actual	Funds Available
<input type="checkbox"/> 2001-360012-000000-616100-0604	1,231,917.13	145,868.58	0.00	1,086,048.55
<input type="checkbox"/>				

Encumbrance Amounts

Requisition	Purchase Order	Other
0.00	145,868.58	0.00

Account Description

Block Grant-Grants Management-DUMMY PROJECT FOR GL-Consultant Fees\Mgt -PDD Administration B-Undefined

8/11/15



REQUEST FOR INCOME TAX CLEARANCE

REQUESTING DEPARTMENT/DIVISION: Housing & Revitalization

E-MAIL ADDRESS: Craschke@detroitmi.gov

CONTACT NAME: Chris Raschke PHONE: (313) 224-6519 FAX: _____

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

A. To:
 City of Detroit
 Income Tax Division
 Coleman A. Young Municipal Center
 2 Woodward Avenue, Ste. 1220
 Detroit, MI 48226

 Phone: (313) 224-3328 or 224-3329
 Fax: (313) 224-1741 or 224-4588

For:
 Individual _____
 and/or
 Company Name Wayne State University
 Address 5057 Woodward
 City Detroit
 State MI Zip Code 48202
 Telephone (313) 577-0192 Fax # (313) 577-5055
 E-mail Address 443817@wayne.edu

B. Name of Chief Financial Officer/Authorized Contact Person
 (include address if different from above)

Rissa Long
 Employer Identification or Social Security Number
38-6028429

Telephone # _____
 Fax # _____
 Spouse Social Security Number _____

Nature of Contract Fair Housing Analysis BID CONTRACT AMOUNT (if known):
 Labor: \$ _____ Material: \$ 49,012
 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 1,2,3,4.

- 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 in the City of Detroit during the last seven (7) years? Yes No
- 4. Were you a resident of Detroit during the last seven (7) years? Yes No

CORPORATIONS AND PARTNERSHIPS ANSWER QUESTIONS 5,6,7.

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

D. FOR INCOME TAX USE ONLY

Has the contractor complied with the provisions of the City Income Tax Ordinance?
 Yes No Signature LUCHETIA JENNINGS INCOME TAX INVESTIGATOR Date NOV 11 2014 Expires NOV 11 2015
 Yes No Signature _____ Date _____ Expires _____
 Yes No Signature _____ Date _____ Expires _____

VISIT OUR WEBSITE FOR INFORMATION AND TAX FORMS AT: www.detroitmi.gov

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