

P & D # «PDD» 4527

# PROFESSIONAL SERVICE CONTRACT TRANSMITTAL RECORD

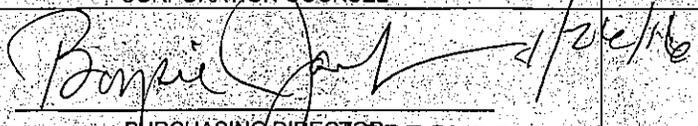
CONTRACT PO NUMBER 2915140  
 STANDARD PO NUMBER 2915141  
 REVISION 1

**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 PLANNING & DEVELOPMENT
FUNDING SOURCE (Percent) FEDERAL %   STATE %   CITY 100%   OTHER %	DEPARTMENT CONTACT PERSON <b>PAUL ALEOBUA, PROJECT MANAGER</b>	PHONE NO. <b>224-2170</b>
CONTRACTOR'S NAME <b>DETROIT ECONOMIC GROWTH CORPORATION</b>	DATE PREPARED <b>12/10/2015</b>	
CONTRACTOR'S ADDRESS: <b>500 GRISWOLD, SUITE 2200                  DETROIT, MICHIGAN 48226</b>	ENGINEER'S ESTIMATE <input type="checkbox"/> CONTRACT <input type="checkbox"/> CHANGE <input checked="" type="checkbox"/> TOTAL CONTRACT AMOUNT <b>\$1,012,833.00</b> TOTAL CPO AMOUNT <b>\$</b> CHANGE AMOUNT <b>\$ 145,833.00</b>	
PHONE NO. <b>313.963.2940</b>	<input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL	
FEDERAL EMPLOYER/SOCIAL SECURITY NUMBER: <b>38-2192028</b>	MINORITY FIRM <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

PURPOSE OF CONTRACT: **PROFESSIONAL SERVICES – ECONOMIC DEVELOPMENT SERVICES**  
 CHARGE ACCOUNT: **1002-362951-000000-617900-13975-000000-00000**

TIME & DATE IN	APPROVER MUST ALSO MAKE APPROPRIATE NOTES IN ORACLE PURCHASE ORDER	TIME & DATE IN
	REQUESTING DEPARTMENT <i>HRD</i>	AUTHORIZED DEPARTMENT REPRESENTATIVE 
DEC 22 2015	BUDGET <input type="checkbox"/> RECOMMEND APPROVAL <input checked="" type="checkbox"/> RECOMMEND DENIAL	BUDGET DIRECTOR OR DEPUTY 
1/5/2016	GRANT MANAGEMENT SECTION <input type="checkbox"/> RECOMMEND APPROVAL <input checked="" type="checkbox"/> RECOMMEND DENIAL <i>Not grant funded</i>	GRANT ACCOUNTANT 
	FINANCE DEPARTMENT <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL	FINANCE DIRECTOR OR DEPUTY 
	LAW DEPARTMENT <input type="checkbox"/> RECOMMEND APPROVAL <input checked="" type="checkbox"/> RECOMMEND DENIAL	CORPORATION COUNSEL Thomas Cigollone
	PURCHASING DIVISION JAN 05 2016	PURCHASING DIRECTOR 

RECEIVED

CITY OF DETROIT CONTRACTS SECTION APPROVAL JCC REFERENCE: PAGE \_\_\_\_\_ DATE **JAN 19 2016**

#4527

**CITY OF DETROIT**  
**AMENDMENT AGREEMENT NO. 1**  
**TO**  
**CONTRACT NO. 2915140**

**THIS AMENDMENT AGREEMENT NO. 1** (*“Amendment”*), between and the **Detroit Economic Growth Corporation** (*“Contractor”*), with offices at 500 Griswold, Suite 2200, Detroit, MI 48226 and the City of Detroit, a Michigan Municipal Corporation, acting by and through its Planning and Development Department (*“City”*), is made to amend Contract No. 2915140 (*“Contract”*), dated July 1, 2015 between the *Contractor* and the *City*.

**WHEREAS**, the *City* has engaged the *Contractor* to provide certain service (*“Services”*) to the *City*; and

**WHEREAS**, the *City* and the *Contractor* have entered into a *Contract* reflecting the terms and conditions governing the subject engagement; and

**WHEREAS**, Article 13 of the *Contract* permits the parties to amend the *Contract* by mutual agreement; and

**WHEREAS**, it is the mutual desire of the parties to amend the *Contract* to provide increased compensation to cover additional costs and *Services*.

**NOW THEREFORE**, in consideration of the foregoing, and the benefits to accrue to the parties and to the public from this *Amendment*, the parties agree that this *Contract* is amended as follows:

**I. AMENDMENT TO ARTICLE 5 COMPENSATION**

**1.01** The maximum amount of compensation for the complete and proper performance of the *Services* under this *Contract* is increased by this *Amendment* from **EIGHT HUNDRED SIXTY-SEVEN THOUSAND DOLLARS (\$867,000.00)** to **ONE MILLION TWELVE THOUSAND EIGHT HUNDRED THIRTY-THREE DOLLARS (\$1,012,833.00)**. Such increased compensation shall be prorated and billed on a monthly basis together with the amounts described in Section 6.01 of the *Contract*.

**II. AMENDMENT TO EXHIBIT A**

**2.01** Exhibit A of the *Contract* is amended by adding to the existing language the *Services* contained in the attached Amended Exhibit A.

**III. AMENDMENT TO EXHIBIT B**

**3.01** Exhibit B of the *Contract* is amended by deleting the existing language and by substituting the attached Amended Exhibit B in its place.

**IV. EFFECT OF AMENDED TERMS ON THE  
REMAINING PROVISIONS OF THE CONTRACT**

**4.01** With the exception of the provisions of the *Contract* specifically contained in this *Amendment*, all other terms, conditions and covenants contained in the *Contract* shall remain in full force and effect and as set forth in the *Contract*.

**V. PAYMENT AUTHORIZATION**

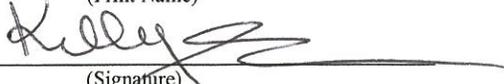
**5.01** The Finance Director of the *City* shall not authorize any payment pursuant to this *Amendment* until the *Amendment* has been approved by resolution of the Detroit City Council, all appropriate department approvals have been obtained and this *Amendment* has been executed by the Purchasing Director for the *City*.

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IN WITNESS WHEREOF, the City and the Contractor, by and through their duly authorized officers and representatives, have executed this Amendment.

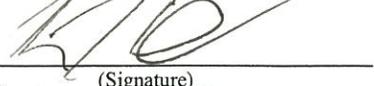
WITNESSES:

1.   
 (Signature)  
Elizabeth Brinson  
 (Print Name)

2.   
 (Signature)  
Kelly Shovan  
 (Print Name)

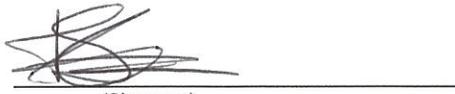
CONTRACTOR:

DETROIT ECONOMIC GROWTH CORPORATION:

BY:   
 (Signature)  
Rodrick Miller  
 (Print Name)

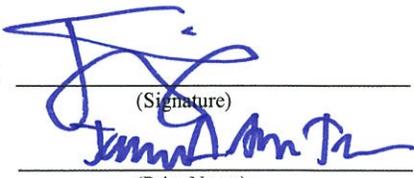
ITS: President + CEO  
 (Title)

WITNESSES:

1.   
 (Signature)  
PAUL ALEOBUA  
 (Print Name)

2.   
 (Signature)  
John Saad  
 (Print Name)

CITY OF DETROIT head DEPARTMENT:

BY:   
 (Signature)  
Thomas Cipollone  
 (Print Name)

ITS: Director  
 (Title)

THIS AMENDMENT WAS APPROVED **APPROVED**  
 BY THE CITY COUNCIL ON **JAN 19 2016**  
**FRC APPROVAL**  
**JAN 25 2016**

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

 1/26/16  
 Purchasing Director Date

Thomas Cipollone 1-27-16  
 Corporation Counsel Date

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

**AMENDED EXHIBIT A**

**SCOPE OF SERVICES**

The *Contractor* shall provide the following additional services:

Provide small business services, including but not limited to the following, as requested by the City and authorized by the Executive Committee of the Contractor:

- Develop a small business agenda in concert with the City and other stakeholders
- Develop strategies to grow and strengthen Detroit's small business community, especially in an inclusive and diverse way.
- Implement a small business service delivery model that may include centralized intake system; citywide marketing; engagement and outreach platform; client services; policy direction and program coordination.
- Coordinate across DEGC and City of Detroit programs, departments and initiatives to maximize the impact of the City's small business initiatives on neighborhood development and overall economic development strategy.

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**AMENDED EXHIBIT B  
DETROIT ECONOMIC GROWTH CORPORATION**

**BUDGET  
FISCAL YEAR 2015-2016**

**DIRECT COSTS:**

SALARY	\$625,581	
FRINGE	<u>177,252</u>	
		802,833

**OTHER DIRECT:**

RENT/UTILITIES	\$105,000	
LEGAL	10,000	
AUDIT	20,000	
EQUIPMENT LEASES	20,000	
TELEPHONE	15,000	
MEETINGS/MARKETING/TRAVEL	10,000	
INSURANCE	<u>20,000</u>	
		<u>200,000</u>

<b>TOTAL BUDGET</b>		<b><u>\$1,012,833</u></b>
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**CITY ACKNOWLEDGEMENT**

STATE OF MICHIGAN    )  
                                  )SS.  
COUNTY OF WAYNE    )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of  
December,  
2015, by Arthur Jensen, the Director  
of the City of Detroit, Michigan, a municipal corporation

DINAHL BOLTON  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF WAYNE  
MY COMMISSION EXPIRES Jun 10, 2017  
ACTING IN COUNTY OF Wayne

Dinahl Bolton  
Notary Public, Wayne County, Michigan  
My commission expires: 6/10/17

**CORPORATE ACKNOWLEDGEMENT**

STATE OF MICHIGAN)

SS.)

COUNTY OF WAYNE )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of Dec, 2015, by Rodrick T Miller, the President+CEO of Detroit Economic Growth Corporation, a Michigan nonprofit corporation, on behalf of the Corporation.

May E. Helgen

Notary/Public

My commission expires 6/22/20

RESOLUTION OF CORPORATE AUTHORITY

I, Reuben A. Munday Corporate Secretary of Detroit Economic Growth Corporation, a Michigan nonprofit corporation (the "Company"), DO HEREBY CERTIFY that the following is a true and correct excerpt from the minutes of the meeting of the Board of Directors duly called and held on May 18, 2000 and that the same is now in full force and effect:

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

I FURTHER CERTIFY that James Vella is Chairperson of the Board, and Rodrick Miller is President, Michael Tyson is Treasurer, and Reuben Munday is Secretary.

I FURTHER CERTIFY that any of the aforementioned officers of the Company are authorized to execute or guarantee and commit the Company to the conditions, obligations, stipulations and undertakings contained in the Agreement entered into between the City of Detroit and the Company for the twelve (12) month term and that all necessary corporate approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, I have set my hand this 4<sup>th</sup> day of December, 2015.

CORPORATE SEAL

(if any)

Signature: Reuben A. Munday

Corporate Secretary