

Log # 5714

P & D # «PDD» 4527

PROFESSIONAL SERVICE CONTRACT TRANSMITTAL RECORD

CONTRACT PO NUMBER 2915140
STANDARD PO NUMBER 8915141
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)

- CONSTRUCTION/DEMOLITION
- LEASE
- DEED
- PROFESSIONAL SERVICES

DEPARTMENT HEAD'S SIGNATURE

DEPARTMENT
PLANNING &
DEVELOPMENT

FUNDING SOURCE (Percent)

FEDERAL % STATE % CITY 100% OTHER %

DEPARTMENT CONTACT PERSON
**PAUL ALEOBUA, PROJECT
MANAGER**

PHONE NO.
224-2170

CONTRACTOR'S NAME

DETROIT ECONOMIC GROWTH CORPORATION

DATE
PREPARED
8/20/2015

CONTRACTOR'S ADDRESS:
**500 GRISWOLD, SUITE 2200
DETROIT, MICHIGAN 48226**

ENGINEER'S ESTIMATE CONTRACT CHANGE

TOTAL CONTRACT AMOUNT **\$867,000.00**

TOTAL CPO AMOUNT **\$**

CHANGE AMOUNT **\$ 0.00**

PHONE NO. **313.963.2940**

CORPORATION PARTNERSHIP INDIVIDUAL

FEDERAL EMPLOYER/SOCIAL SECURITY NUMBER: **38-2192028**

MINORITY FIRM YES NO

PURPOSE OF CONTRACT: **PROFESSIONAL SERVICES – ECONOMIC DEVELOPMENT SERVICES**

CHARGE ACCOUNT: **1000-360135-0-651200-00597-0-0**

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

REQUESTING DEPARTMENT

HRD

AUTHORIZED DEPARTMENT REPRESENTATIVE

10/8/15

BUDGET

- RECOMMEND APPROVAL
- RECOMMEND DENIAL

OCT - 9 2015

BUDGET DIRECTOR OR DEPUTY

OCT 13 2015

GRANT MANAGEMENT SECTION

- RECOMMEND APPROVAL
- RECOMMEND DENIAL

GRANT ACCOUNTANT

FINANCE DEPARTMENT

- RECOMMEND APPROVAL
- RECOMMEND DENIAL

FINANCE DIRECTOR OR DEPUTY

10/14/15

LAW DEPARTMENT

- RECOMMEND APPROVAL
- RECOMMEND DENIAL

CORPORATION COUNSEL

PURCHASING DIVISION

PURCHASING DIRECTOR

11/24/15

CITY COUNCIL APPROVAL JCC REFERENCE: PAGE _____ DATE

NOV 17 2015

#4527

CPO # 2915140
SPO # 2915141

AGREEMENT

THIS AGREEMENT, entered into as of the 1st day of July, 2015 (the "Effective Date"), by and between the City of Detroit, Michigan, a municipal corporation acting by and through the Planning and Development Department (herein called the "City" or "PDD") and the Detroit Economic Growth Corporation, a Michigan nonprofit corporation (herein referred to as "DEGC").

WITNESSETH:

WHEREAS, PDD is charged by the City of Detroit Charter (2012) to maintain and strengthen the economy of the City by attracting new, and assisting the retention and expansion of existing, commerce and industry in the City, and;

WHEREAS, the DEGC is a Michigan nonprofit corporation organized for the purpose of furthering the economic development of the City and of providing services to the City and its agencies and instrumentalities which will assist such economic development, and;

WHEREAS, the City has determined it to be in the best interest of its economic development programs for it to engage the DEGC to provide professional services to the City and its agencies and instrumentalities, all for the purpose of carrying out its charter mandate and reaching its development goals, and;

WHEREAS, the DEGC has developed a substantial staff capability in the area of economic development and is fully qualified and capable of performing the work and services required hereunder upon the terms and conditions hereinafter set forth, and;

WHEREAS, the City and DEGC entered into a previous contract for services to be provided to the City by the DEGC, (hereinafter, "Previous Contract"), and;

WHEREAS, the City and the DEGC now desire to enter into a new agreement (herein referred to as "Agreement" or "Contract") for services to be performed by the DEGC for the benefit of the City as stated in the Scope of Services.

WHEREAS, this Agreement is funded through the City of Detroit's General Fund and does not require compliance with the Community Development Block Grant (CDBG) regulations, but this contract may be amended to include the addition of Community Development Block Grant funds, which necessitates the inclusion of CDBG requirements in this contract.

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. ENGAGEMENT OF CONTRACTOR

1.01 The City hereby engages the DEGC, and the DEGC hereby agrees to perform, to the extent of its funding capability as hereinafter provided, the Services hereinafter 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 Agreement including Exhibits A, B, C, D, E, F, G, and H.

2. SCOPE OF SERVICES

2.01 The DEGC 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 Agreement, 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 DEGC 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 DEGC shall use its best efforts and devote such skill, knowledge, and ability as is necessary to most effectively and efficiently carry out and perform the Services during the term of this Agreement.

3. TERM OF AGREEMENT

3.01 This Agreement, 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 July 1, 2015 through June 30, 2016. Upon the approval of the City Council and execution by the Purchasing Director, the City shall so notify the DEGC. This Article 3 is subject to the provisions of Article 9, Termination.

3.02 The DEGC 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 DEGC, or any Services rendered by the DEGC, which are purchased, incurred, or rendered prior to the term of this Agreement 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 DEGC warrants that all DEGC personnel assigned to the performance of the Services (herein called the "Employees") or consultants engaged by the DEGC 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 contractors and subcontractors assigned to perform any portion of the Services. Each Employee, contractor, subcontractor or consultant, if any, employed by the DEGC in the performance of this Agreement 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 DEGC in completing the Services when good and sufficient cause exists to do so and when it is not inconsistent with the terms of this Agreement. It is expressly understood and agreed by the parties hereto that the DEGC 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 DEGC. Notwithstanding the above, the DEGC 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 DEGC's request. All costs to the DEGC of the expenses described herein for City employees assigned to work with the DEGC shall not be eligible for reimbursement by the City to the DEGC. City personnel shall not be deemed to be performing services or giving assistance at the request of the DEGC unless such request is in writing and signed by the DEGC 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 DEGC, would not be deemed to be at the request of the DEGC for purposes of this Section 4.02).

4.03 The relationship of the DEGC to the City is and shall continue to be that of an independent contractor and neither party to this Agreement 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 Agreement, unless expressly stated in this Agreement. No relationship other than that of independent contractor shall be implied between the parties or either party's agent or employee and the DEGC hereby agrees to hold the City harmless from any such claim and any costs or expenses related thereto.

4.04 The DEGC hereby waives any claim against the City and agrees not to hold the City liable for any personal injury or property damage incurred by an Employee(s), contractor(s), subcontractor(s), agent(s) or consultant(s) while performing the Services 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 the City acting within the scope of his or her employment and hereby agrees to hold the City harmless from any such claim by its Employees, contractors, subcontractors, agents or consultants, (such Employees, contractors, subcontractors, agents and/or consultants collectively herein called the "Associates").

4.05 In all cases in which an Employee, contractor or subcontractor must be replaced, for any reason, the DEGC shall supply an acceptable replacement to the City as soon as possible. Except where the Employee, contractor or subcontractor was withdrawn pursuant to a written request by

the City, the DEGC shall furnish such replacement on a no-charge basis for the period of time necessary for any retraining or job orientation.

4.06 The DEGC shall be represented to the City by its President, who shall in addition to his other duties, act as liaison between the DEGC and the City.

The DEGC shall arrange the time schedule for the performance of the Services and monitor performance, except that all requirements as to the time schedule as set forth in this Agreement shall be adhered to by the DEGC. The DEGC, through its designated staff, shall meet regularly with representatives of the City to discuss progress made in connection with the Services and any problems which may have arisen.

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

- a. Problems, delays, or adverse conditions which materially affect the ability to perform the Services or prevent the meeting of time schedules. This disclosure shall be accompanied by a statement of the action taken, or contemplated, by the DEGC and any City assistance needed to resolve the situation; or
- b. Favorable development of events which enable meeting time schedules sooner than anticipated.
- c. The DEGC 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 Agreement and for one (1) year after its termination, the DEGC 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 DEGC shall not receive any payment from the City for any costs under this Agreement, 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 DEGC's employees, contractors, 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 DEGC an amount equal to Eight Hundred Sixty-Seven Thousand Dollars (\$867,000.00) for the complete and proper performance of the Services as set forth in Article 2 herein, and as described in Exhibit A, attached hereto and made a part hereof. Such compensation shall be paid only as provided in, and pursuant to, the Budget, attached hereto as Exhibit B, and is inclusive of any and all remuneration to which the DEGC may be entitled.

6. METHOD OF PAYMENT AND USES OF FUNDS

6.01 The DEGC, in order to receive payment, shall submit a requisition for payment prior to the tenth day of each month during the term hereof, commencing on August 10, 2015, in the amount of \$72,250.00 plus all out-of-pocket expenses incurred on behalf of the City, together with copies of invoices for such out-of-pocket expenses. Quarterly, in accordance with Exhibit E hereof, the DEGC shall submit a report of Services rendered during the preceding quarter. The City shall approve payment upon satisfactory review and approval of the requisition. In the event that the City shall reasonably require further explanation or documentation, the DEGC shall provide such further explanation or documentation upon request.

6.02 Each requisition for payment must be signed by the authorized representative of the DEGC and must be submitted to the City in a timely manner.

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

6.04 The City has the right to rely on the DEGC for submission of accurate invoices for all out-of-pocket expenses, 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 DEGC.

6.05 In the event of any audit findings which result in the disallowance of any use of funds, the DEGC, 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 Agreement.

6.06 "Program income" shall mean gross income received by the DEGC directly generated from the use of CDBG funds pursuant to this Agreement. The parties hereto acknowledge that "program income" is fully defined at 24 CFR 570.500(a) in the Federal regulations.

All use of program income by the DEGC shall be subject to (1) all terms and conditions of this Agreement applicable to the funding of this Agreement and (2) all laws and regulations applicable to the use of CDBG funds, including but not limited to 24 CFR 570.500(a) and 24 CFR 570.504. All interest earned on advances (except for interest earned on a lump sum account, if any) in excess of two hundred fifty dollars earnings per year shall be returned to the City for submission to the Federal grantor agency. Interest earnings of up to two hundred fifty dollars per year may be retained by the DEGC solely for administrative expenses but must be accounted for in the DEGC's records. The DEGC shall report to the City on all interest earnings. The DEGC shall not submit request(s) for reimbursement or make any other request for payment while program income is on hand, except for program income, which is in a revolving fund account. Program income which is on hand but which has been obligated shall not be deemed to be on hand for the purposes of this restriction on request(s) for reimbursement. Program income which is in a revolving fund, including interest earned on the funds in a revolving fund, must be spent before the DEGC makes any request(s) for reimbursement or any other request(s) for payment for activities to be assisted by the revolving fund.

All program income shall be reported to the City with each requisition.

Any use of program income by the DEGC shall be approved in writing by the City prior to that specific use. Any Agreement costs paid for with program income, as approved by the City, are not reimbursable by the City.

It is understood by the parties hereto that Federal regulations require that this Agreement remain in force for so long as the DEGC has control over CDBG funds, including program income. Therefore, notwithstanding the other requirements set forth herein regarding (1) termination of this Agreement and (2) the expiration date of this Agreement, the DEGC shall comply with all requirements of this Agreement which govern:

- (1) program income, if any, as defined in the Federal regulations at 24 CFR 570.500;
- (2) all other CDBG funds, if any; and/or
- (3) miscellaneous revenue, if any, as defined in the Federal regulations at 24 CFR 570.461;

for a period which shall extend beyond the expiration date and/or termination date of this Agreement for so long as the DEGC shall continue to receive, use, and/or retain such program income, other CDBG funds and/or miscellaneous revenue. The DEGC shall continue to report to the Planning and Development Department of the City of Detroit on the receipt of all such program income, other CDBG funds and/or miscellaneous revenue for as long as the DEGC shall continue to receive, use and/or retain such program income, other CDBG funds and/or miscellaneous revenue.

Except as otherwise agreed in writing by the director of the Planning and Development Department of the City, the DEGC shall return all program income to the Planning and Development Department of the City upon its receipt by the DEGC.

Upon expiration or termination of this Agreement, the DEGC shall (1) transfer to the Planning and Development Department all CDBG funds on hand at the time of expiration or termination, including all program income; and (2) assign to the City all accounts receivable attributable to the use of CDBG funds and/or other Agreement funds (i.e., any program income accounts receivable and/or other accounts receivable which were generated by use of Agreement funds) together with a report on all such accounts receivable; unless at such time of expiration or termination of this Agreement, the DEGC and the Planning and Development Department enter into another agreement which shall govern the use, and reporting upon, of all such funds on hand and/or program income, if any, and all such other accounts receivable, if any; unless otherwise provided for elsewhere in this Agreement.

6.07 To the extent CDBG funds are used to fund any portion of this Agreement, the DEGC shall within 90 days of the execution date of this Agreement, prepare and submit to the City for review and approval an Indirect Cost Proposal including all necessary support documentation consistent with the provisions for such a proposal required by Federal Office of Management and Budget Circular A122 and Federal Publication No. OASMB-5. In the absence of such an Indirect Cost Proposal, the DEGC shall not request for reimbursement any Indirect Costs as defined in A-122, notwithstanding any Indirect Costs specified in the Budget, Exhibit B, attached hereto. The maximum amount of Indirect

Costs which shall be reimbursable under this Agreement shall not exceed the lesser of (1) the amount provided for by the City approved Indirect Cost Proposal or (2) the amount of any Indirect Cost line item in the Budget, Exhibit B, attached hereto, and in no case shall the City reimburse any Indirect Costs until the DEGC has submitted the Indirect Cost Proposal and the City has reviewed and approved same. In the event that the DEGC shall have no funding during the term of this Agreement, other than the funding provided by this Agreement, then the DEGC may submit a sworn statement stating such, together with sufficient supporting documentation as determined by the City.

6.08 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 Paul Aleobua, Contract Manager of Planning and Development who may be reached at 2 Woodward Ave., Ste. 808, Detroit, MI 48226.

7. INDEMNITY AND DAMAGES

7.01 The DEGC 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 Agreement:

- a. Any negligent or tortious act, error or omission of the DEGC 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 DEGC or any of its Associates to perform its obligations either expressed or implied under this Agreement.

The DEGC 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 DEGC's performance, or that of its Associates under this Agreement.

7.02 The DEGC 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 DEGC 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 Agreement on premises which are not owned by the City.

7.03 The DEGC 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 this Agreement. Further, the DEGC agrees to hold the City harmless for any loss of

such property and materials used by any such person pursuant to the DEGC's performance under this Agreement or which is in their possession.

7.04 In the event any claim, action or proceeding, by any third party against the City, upon Notice from the City, the DEGC shall pay for the full reasonable cost of the City defending such claims, actions or proceedings, and the DEGC 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 DEGC under Workers Compensation Acts or other employee benefit acts. In addition, the DEGC agrees to hold the City harmless from the payment of any deductible on any insurance policy.

7.06 The DEGC 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 DEGC or its Associates, and the City, and agrees to save the City harmless therefrom as provided in this Article 7.

8. INSURANCE AND FIDELITY BONDING

8.01 The DEGC shall maintain, during the term of this Agreement the following insurance and fidelity bonding:

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. The DEGC 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 additional insured;

(2) The policy limits shall be of \$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 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 DEGC shall attempt to obtain for the policy a breach of warranty clause which will prevent nullification of coverage in case the DEGC should breach a condition of the policy;

(5) The policy shall include products liability;

(6) The policy shall include completed operations liability;

(7) The policy shall include blanket contractual liability for all written agreements.

(8) The commercial general liability insurance shall include coverage for property damage from perils of explosion, collapse or damage or underground utilities, commonly known as XCU coverage;

(9) The policy shall include coverage for independent contractors liability.

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 bodily injury limits of ONE MILLION (\$1,000,000) DOLLARS per occurrence. The City of Detroit shall be named as additional insured.

d. Directors and officers liability 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, for any misfeasance, malfeasance, or acts or omissions either by the board of directors or by the officers.

e. Fidelity bonds for all employees, officers, and board members who handle or record cash or prepare or sign checks and for employees, offices and board members who have any other access to funds and/or checks. In the event that such bonds are canceled, the DEGC shall notify the City immediately pursuant to the requirements of the "Notices" article contained herein. The amount required shall be sufficient to cover the amount of funding provided hereunder, as determined by the City; and which shall be payable to the DEGC for its use and benefit thereof, and shall name the City as additional insured, to cover the loss of its monies, or other property, resulting from dishonesty of any officers, board members, or employees.

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

8.03 If during the term of this Agreement changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate the insurance limits, or types of coverage, the DEGC shall furnish on demand such additional coverage as may reasonably be

required under the circumstances. All such insurance shall be effected at the DEGC'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 bonding and insurance coverage shall be submitted by the DEGC at the time it executes the Agreement. All policies shall name the DEGC as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled 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.(l), 8.01c, 8.01d, and 8.01e hereof. Certificates of Insurance evidencing all required coverages shall be submitted to the Finance Department, Voucher Audit Section, 612 City/County Building, prior to the commencement of performance under this Agreement and at least fifteen (15) days prior to the expiration dates of expiring policies.

8.05 The DEGC shall cause all contracts and subgrants under this Agreement which are between the DEGC and its contractors or sub-subrecipients, including subcontracts and sub-DEGC agreements at lower tiers, to require that the contractors, subcontractors, and sub-subgrantees, if any, to maintain all of the insurance required by this Article 8, as required for the activity or services to be performed by such lower tier entity and to require all the liability insurance and the bonding to name as additional insured the City of Detroit as defined in Section 8.01 hereof, and the DEGC.

8.06 The provisions of this Agreement requiring the DEGC to carry said insurance shall not be construed in any manner as waiving or restricting the liability or the indemnification obligation of the DEGC under this Agreement.

8.07 In addition to the above requirements, the DEGC shall, if applicable, comply with the bonding and insurance requirements set forth in OMB Circular A-122 and in the Federal regulations at 24 CFR 84 including without limitation those regarding bonding and insurance.

9. TERMINATION

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

9.02 The City may terminate this Agreement 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 DEGC 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 DEGC agrees shall constitute full and complete payment and satisfaction under this Agreement. Should the City or the City's designee undertake any part of the Services which are to be performed by the DEGC, the DEGC 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 DEGC shall:

- a. Stop work under the Agreement on the date and to the extent specified in the Notice of Termination;
- b. Obligate no additional Agreement funds for payroll costs and other costs beyond such date as the City shall specify, and place no further orders on contractors for materials, services, or facilities, except as may be necessary for completion of such portion of the work under this Agreement as is not terminated; and require all contractors to place no further orders on subcontractors for materials, services, or facilities, except as may be necessary for completion of such portion of the work under this Agreement as is not terminated;
- c. Terminate all orders and contracts to the extent that they relate to the portion of work so terminated, and cause to be terminated all subcontracts, if any, to such extent;
- d. As of the date the termination is effective, preserve all Agreement 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 and other property purchased for performance of the Services (if any), and 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 Agreement, and a listing of all creditors, contractors, lessors, and/or other parties with which the DEGC has incurred financial obligations pursuant to this Agreement (if any), and a listing of all subcontractors, if any.

9.04 Upon completion or other termination of this Agreement, 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 DEGC under this Agreement or in anticipation of this Agreement shall, at the option of the City, become the

exclusive property, whether or not in the DEGC's possession, free from any claim or retention of rights thereto on the part of the DEGC, except as herein specifically provided, and shall promptly be delivered to the City upon the City's request and the City shall return all DEGC's properties to it. The DEGC acknowledges that any intentional failure or intentional 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 DEGC 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 DEGC hereby consents to as well as all applicable damages and costs. The City shall have full and unrestricted use of the Work Product for the purpose of completing the Services.

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

9.06 In accordance with the Federal Regulations at 24 CFR 85.43, the City may suspend or terminate this Agreement if the DEGC materially fails to comply with any term of this Agreement, and the City may terminate this Agreement for convenience in accordance with the Federal regulations at 24 CFR 85.44. In the event that the City so suspends or terminates this Agreement then the City shall so suspend or terminate this Agreement pursuant to said Federal regulations and pursuant to Sections 9.01, 9.02, 9.03, 9.04, and 9.05 hereof, except that if there is any conflict between the said Federal regulations and the said sections of this Agreement, then the said Federal regulations shall govern.

10. ASSIGNMENT, CONTRACTING OR SUBCONTRACTING

10.01 The DEGC shall not assign or encumber directly or indirectly any interest whatsoever in this Agreement, 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 DEGC 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 Agreement shall be contracted out by the DEGC 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 DEGC, and the DEGC agrees to indemnify and hold the City harmless from such claims initiated pursuant to any such contracts it enters into in performance of this Agreement.

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

10.04 In the event that the DEGC, under this Agreement, enters into contract(s) with contractor(s), the DEGC 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 DEGC shall ensure that for all contracts and subcontracts under this Agreement that each contractor shall keep records and report in sufficient detail to the DEGC,

and that each subcontractor, if any, shall keep records and report in sufficient detail to the 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 DEGC to meet all of its reporting and monitoring obligations under this Agreement and/or as required by Federal regulations. At a minimum, all record keeping and reporting requirements imposed on the contractor by the DEGC shall include all record keeping and reporting requirements similarly required of the DEGC herein, unless otherwise specifically provided for in this Agreement. In the event of any dispute between the parties hereto as to reporting requirements required hereunder or to be required of contractors and/or subcontractors, the reasonable determination of the City shall govern.

10.06 Costs to be paid under this Agreement which are the result of costs incurred under

(1) cost type contracts with for-profit organizations, or cost type portions of contracts with for-profit organizations; or

(2) 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 48 CFR Part 31.

10.07 The DEGC shall include in all contracts under this Agreement, and cause to be included in all subcontracts under such contracts, all clauses described in the Federal regulations at 24 CFR 84 Appendix A.

11. CONFLICT OF INTEREST

11.01 The DEGC 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.

11.02 The DEGC further covenants that no officer, member 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 personal or financial interest, direct or indirect in this Agreement or the proceeds thereof.

11.03 The DEGC 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 or may at its election, deduct from any amounts owed to the DEGC hereunder, the amounts of any such commission, percentage, brokerage or contingent fee.

11.04 The DEGC shall comply with the conflict-of-interest requirements at 24 CFR 570.611 and at 24 CFR 85, as applicable.

11.05 In the event the DEGC has an organizational conflict of interest as defined herein, the DEGC shall disclose such conflict of interest fully in the submission of the proposal and/or during the life of this Agreement. Organizational Conflict of Interest is defined as a situation in which the nature of work under this Agreement and the Contractor's organizational, financial, contractual or other interests are such that:

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

11.06 The DEGC agrees that if after award it discovers an organizational conflict of interest with respect to this Agreement, he or she shall make an immediate and full disclosure in writing to the Director of the Planning and Development Department, which shall include a description of the action which the DEGC 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.

11.07 In the event the DEGC was aware of an organizational conflict of interest before the award of this Agreement and intentionally did not disclose the conflict to the Planning and Development Department, the Planning and Development Department may terminate the Contract for default.

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 DEGC 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 DEGC further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

12. COMPLIANCE WITH LAWS AND SECURITY REGULATIONS

12.01 The DEGC shall comply, and shall require all employees, contractors, consultants and 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 the Services externally; Mayor's Executive Order No. 2015-4 (a copy of which is attached hereto as Exhibit I), all applicable City of Detroit Human Rights requirements, including without limitation Section 27-1-1 et seq. of the 2012 City Code; and all assurances and regulations pursuant to Title I of the Housing and Community' Development Act of 1974, as amended; HUD implementary regulations at 24 CFR Part 570; Office of Management and Budget (OMB, herein) Circular A-122 "Cost Principles for Non Profit Organizations"; OMB Circular A-133, as applicable, cost principles applicable to all requirements imposed by the City on the DEGC due to the City's obligations under OMB Circular A-128 and A-133; and the Federal regulations at 24 CFR 84 or 85, as applicable.

The DEGC 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 DEGC shall require as part of any contractual and/or subcontractual agreement entered into under this Agreement, that the contractors and/or subcontractors comply with all such laws and regulations. The DEGC shall commit no trespass on any public or private property in performing any of the Services hereunder.

If any conflict should arise regarding the interpretation of the provisions and requirements of OMB Circulars A-122, A-128, and/or A-133 and/or the requirements of the regulations at 24 CFR 84 and 85 or of the applicability of the provisions and requirements of these Circulars and regulations to the DEGC, the reasonable interpretation of the City shall govern. Further, if there is any conflict inherent between the requirements of the OMB Circulars and/or the regulations at Part 84 themselves, the City shall determine which provisions and requirements shall apply to the DEGC. The DEGC may request copies of the above named OMB Circulars, and/or copies of said regulations, or their respective revisions, from the City, but the DEGC shall comply with all requirements of these Circulars and regulations and shall comply with all requirements of this Article 12 of this Agreement irrespective of whether the DEGC requests copies of these Circulars and regulations or of their respective revisions from the City and irrespective of whether the DEGC actually receives any such copies from the City.

The DEGC shall carry out the Services required hereunder in compliance with all laws and regulations described in Subpart K of 24 CFR Part 570, including but not limited to the regulations found at 24 CFR 570.608, "Lead-based paint", and the regulations found at 24 CFR 570.605, "National Flood Insurance Program", except that the DEGC shall not assume the City's environmental responsibilities described at 24 CFR 570.604 and the DEGC shall not assume the City's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

The DEGC shall use any real property under the control of the DEGC, that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000, in such a manner so that such use, for at least five years after expiration of this Agreement, shall meet one of the three national objectives required by the Federal regulations at 24 CFR 570.208; or, with prior written City approval, dispose of such real property in a manner that results in the City being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property, except that reimbursement shall not be so required after the five year period mentioned above in this paragraph.

In the event that, pursuant to the regulations at 24 CFR 570.503(b) (8), the DEGC is required to ensure that any real property that was acquired or improved, in whole or in part, with CDBG funds in excess of \$25,000, shall be used and/or disposed of in compliance with 24 CFR 570.503(b) (8), then the DEGC shall comply with all requirements of this Agreement applicable to use and/or disposition of such real property, including record keeping requirements, for five years after the expiration or termination of this Agreement.

In addition, also notwithstanding the other requirements set forth herein regarding (1) termination of this Agreement and (2) the expiration date of this Agreement, the DEGC shall comply with all record keeping obligations as specified herein for not less than a four year retention period. The retention period shall begin no earlier than on the date as specified in the regulations at 24 CFR 84.53; but shall not begin until after the date upon which the DEGC no longer receives, uses, or retains program income and/or miscellaneous revenue, irrespective of

whether said date occurs after the expiration date or termination date of this Agreement; whichever is later.

The DEGC shall be governed by the financial responsibility requirements set forth at Section 6.05 and Section 6.06, herein.

12.02 The DEGC 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 DEGC shall comply with Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR 60).

12.04 If the compensation of this Agreement exceeds \$100,000, the DEGC shall comply with all applicable standards, orders or requirements 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 nonexempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The DEGC shall report all violations to HUD, to the USEPA Assistant Administrator for Enforcement (EN-329), and to the City.

12.05 The DEGC 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 DEGC shall include in all procurement contracts under this Agreement and cause to be included in all subcontracts under such contracts the provisions of the Federal regulations at 24 CFR 84 Appendix A, including but not limited to all labor standards provisions described in Sections 1-4 thereof, as required therein.

12.07 The DEGC 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 DEGC and all parties at lower tiers, including DEGCs, 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 DEGC and from all affected parties, including but not limited to the parties at all lower tiers, is attached to this Agreement as Exhibit C. The meaning of the terms in this Section 12.07 and in said certification shall be construed pursuant to the definitions of said terms as they are defined in the Lobbying Rule. The DEGC 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 DEGC 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 Agreement, as it may be amended, exceeds \$100,000.00, although all other requirements of this Section 12.07 are applicable, irrespective of the amount of said compensation.

12.08 The DEGC shall comply with the requirements of the HUD Reform Act of 1989, as set forth in the Federal regulations located at 24 CFR Part 12, as applicable in regard to all applications received by the DEGC in performance of the Services required hereunder, shall keep records on such compliance, shall make such records available for audit, examination, and monitoring, and, if required by the City, shall report on such compliance to the City in a manner as may be required by the City. The DEGC shall not be required to so comply in regard to applications received for assistance to be funded by non-Federal Housing and Urban Development Department source(s).

12.09 If the Services required hereunder include construction, the DEGC shall monitor all construction work performed with assistance provided under this Agreement, for compliance with all applicable Federal Labor Standards, as set forth in the regulations described in the Federal regulations at 24 CFR 84 Appendix A, Sections 1-4 thereof, and shall report any noncompliance to the Planning and Development Department.

12.10 The parties hereto acknowledge and understand that certain obligations required of the DEGC hereunder are mandated by Federal rules, regulations, and laws governing the use of Federal funds. However, in all cases in which the DEGC does not use Federal funds under this Agreement, but rather uses funds which are not Federal funds, the City, upon request of the DEGC, may waive any requirement which is included in this Agreement only due to Federal requirements governing Federal funds.

13. AMENDMENTS

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

13.02 No amendment to this Agreement shall be effective and binding upon the parties, unless it expressly makes reference to this Agreement, 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 DEGC shall make available all books, documents, papers, records (herein collectively called "Records") and project sites directly pertinent to this Agreement 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 DEGC 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 DEGC shall keep full and complete records documenting all Services performed under this Agreement including, but not limited to, records of all activities performed pursuant to this Agreement and all financial records associated therewith. The DEGC 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 Agreement shall be kept in accordance with generally accepted accounting practices.

The DEGC shall keep a property inventory for all property purchased in whole or in part with Agreement funds, consistent with all Federal property management requirements.

14.02 All such required Records shall be maintained for a four year retention period. The retention period shall begin no earlier than on the date as specified in the regulations at 24 CFR 84.53; but shall not begin until after the date upon which the DEGC no longer receives, uses, or retains program income and/or miscellaneous revenue, irrespective of whether said date occurs after the expiration date or termination date of this Agreement; whichever is later.

14.03 The DEGC agrees to allow representative(s) of the City to make periodic inspections for the purpose of ascertaining that the DEGC 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 DEGC. If in the course of such inspections, the representative(s) of the City should note any deficiencies in the DEGC's agreed upon Services, such deficiencies may be reported promptly to the DEGC in writing. The DEGC 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 DEGC and any contractors, subcontractors, consultants or agents rendering Services under this Agreement whether direct or indirect which will permit adequate evaluation of the cost or pricing data submitted by the DEGC. The DEGC shall include or cause to be included a similar covenant allowing for City audit and monitoring and Federal audit and monitoring in all contracts, subcontracts and/or subgrants with contractors, subcontractors, agents, consultants and/or sub-DEGCs whose services will be charged directly or indirectly to the City, as is hereby required by the City and/or as may be required by Federal regulations. The City may delay payment to the DEGC pending the results of any such audit or monitoring without penalty or interest.

14.05 In addition to any other reporting requirements contained in this Agreement, the DEGC 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 AND NON-DISCRIMINATION REQUIREMENTS

15.01 In accordance with the United States Constitution and with all Federal legislation and regulations governing fair employment practices and Equal Employment Opportunity including, but not limited to, Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 78 STAT. 252), and United States Department of Justice Regulations (28 CFR Part 42) issued pursuant to that Title; Title VII of the Civil Rights Act of 1964 (42 USC Sec. 2000(e) et seq, 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 DEGC 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 DEGC hereby recognizes the right of the United States and the State of Michigan to seek judicial-enforcement of the foregoing covenants against discrimination, against itself or its contractors and/or subcontractors connected directly or indirectly with the performance of this Agreement.

15.02 The DEGC agrees that it will notify, or cause to be notified, all contractors and/or subcontractors of the obligations relative to nondiscrimination under this Agreement when soliciting same, and will include or cause to be included the provisions of this Article 15 in all contracts and/or subcontracts, as well as provide the Court a copy of any contract upon request.

15.03 Breach of the terms and conditions of this Article may be regarded as a material breach of this Agreement.

16. NOTICES

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

If to the City:

Director
Planning and Development Department
Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 808
Detroit, Michigan 48226
Attention: Paul Aleobua

If to the DEGC:

President
Detroit Economic Growth Corporation
500 Griswold, Suite 2200
Detroit, Michigan 48226

16.02 All notices shall be deemed given on the day of mailing. Either party to this Agreement may change its address for the receipt of notices at any time by giving notice thereof to the other as herein provided. Any notice given by a party hereunder must be signed by an authorized representative of such party.

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

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 Agreement unless such waiver is specifically prohibited herein. No act by or on behalf of the party shall be, or shall be deemed to be, a waiver of any such requirement or provision, unless the same be in writing, signed by the authorized representative of the party and expressly stated to constitute a waiver.

17.03 This Agreement, including all exhibits and attachments as specified in Section 1.01 hereof, which are attached hereto and are made a part of this Agreement, and all prior negotiations and agreements are merged herein. Neither the City nor the City's agents have made any representations except those expressly set forth herein, and no rights or remedies are or shall be acquired by the DEGC by implication or otherwise unless expressly set forth herein. The DEGC shall comply with all terms and conditions set forth in all exhibits as attached hereto and shall utilize all sample forms included as exhibits, as applicable, unless allowed otherwise by the City.

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

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

17.06 The headings of the sections in this Agreement are for convenience only and shall not be used to construe or interpret the scope of intent of this Agreement or in any way affect the same.

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 Agreement shall be governed by, subject to, and construed according to the laws of the State of Michigan. The DEGC 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 Agreement. The DEGC, agrees that service of process at the address and in the manner specified in Article 16 herein, will be sufficient to put the DEGC on notice and hereby waives any and all claims relative to such notice. The DEGC also agrees that it will not commence any action against the City because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Agreement, in any Courts other than those in the County of Wayne, State of Michigan, unless original jurisdiction can be had in either the Michigan Court of Appeals or the Michigan Supreme Court.

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

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 Agreement. Such termination shall be made in accordance with the provisions of Article 9 herein.

17.10 The DEGC warrants that any products sold or processes used in the performance of this Agreement do not infringe upon or violate any patent, copyright, trademark, trade secret or any other proprietary rights of any third party. In the event of any claim by any third party against the City, the City shall promptly notify the DEGC and the DEGC shall pay for the full reasonable cost of the City defending such claims, but at the DEGC'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.

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

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

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 DEGC or any of its contractors or subcontractors.

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

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

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

The DEGC shall require all parties who stand in a lower tier relationship to the DEGC, if any, to submit said certification to the DEGC, if such lower tier relationship is a covered transaction defined at 24 CFR 24.110. The DEGC shall also require all parties who occupy a position with the DEGC defined at 24 CFR 24.105 as a principal to submit said certification to the DEGC.

The DEGC shall require all sub-DEGC agreements, contracts, and subcontracts under this Agreement to contain a provision comparable to this Section 17.16.

In the event that no Federal funds are used to fund this Agreement, the DEGC shall not be required to comply with this Section 17.16.

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

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

17.19 The DEGC 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 DEGC hereby designates its President as its authorized representative for purposes of this Agreement.

18. CONFIDENTIALITY

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

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

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

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

WITNESSES:

1. Gay E. Hilger
2. [Signature]

DETROIT ECONOMIC GROWTH CORPORATION

By: [Signature]
Its: President

CORPORATE ACKNOWLEDGMENT

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 17th day of July, 2015, by Rodrick T. Miller, the President of Detroit Economic Growth Corporation, a Michigan nonprofit corporation, on behalf of the Corporation.

Gay E. Hilger
Notary Public
County of Wayne, MI
Acting in the
My commission expires 6/22/20

County 01 Wayne
Gay E Hilger
Notary Public of Michigan
Wayne County
Expires 06/22/2020
Acting in the County of Wayne

WITNESSES:

1. Keemija Carter
2. _____

CITY OF DETROIT
By: [Signature]
Maurice Cox
Its: Director of Planning and Development

THIS CONTRACT WAS APPROVED BY THE CITY COUNCIL ON **NOV 17 2015**

[Signature]
Purchasing Director
Date 11/24/15

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

Corporation Counsel Date

**FRC APPROVAL
NOV 24 2015**

CITY ACKNOWLEDGEMENT

STATE OF MICHIGAN)
)SS.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, the _____, of the City of Detroit, Michigan, a municipal corporation.

Notary Public, Wayne County, Michigan
My commission expires: _____

EXHIBIT A

SCOPE OF SERVICES

DETROIT ECONOMIC GROWTH CORPORATION

The DEGC shall perform the following services during the term of this Agreement:

A. The DEGC shall:

(1) Provide such assistance to private companies and organizations as may enable them to:

(a) locate or relocate within the City of Detroit, and/or

(b) create or retain jobs available primarily to low and moderate income persons.

Such assistance shall include, but shall not necessarily be limited to, information on available land, tax incentives, and special financing;

(2) Assist the City in the marketing of City owned land available for economic development;

(3) Work with the City and other agencies to establish and formulate plans for economic development in the City of Detroit;

(4) Perform those activities necessary to implement the DEGC Work Program attached hereto as Exhibit F using the Program as a guideline; and

(5) Perform such other federally eligible economic development activities as may be agreed upon from time to time by the parties hereto.

B. The DEGC, in order to carry out the above listed activities, shall:

(1) Consult with PDD at least once a month on matters relating to the economic development of the City and on preparation of general and specific plans and programs to further such development.

(2) Use its best efforts to enter contracts with governmental agencies and renew its contracts with the Downtown Development Authority and the Economic Development Corporation to provide to such agencies and instrumentalities services consistent with the purposes of this Agreement and contributing to the economic development of the City;

(3) Provide to commercial and industrial enterprises, both public and private, information and assistance in matters relating to new or continued activity which will maintain and expand the economic development of the City;

(4) If properly and specifically requested in writing by PDD, and if authorized by the Executive Committee of DEGC, if needed, act for the City pursuant to this Agreement in execution and performance of contracts, options, purchases, leases, conveyances, loans and security agreements involving real or personal property, or any interests therein, relating to the economic development of the City. Nothing contained herein shall be construed to diminish in any manner the authority and power of the City Council of the City of Detroit nor the DEGC to reject such request.

(5) If requested in writing by PDD, and if authorized by the Executive Committee of DEGC develop and administer specific projects and programs requested by PDD, under the general direction of the officers of DEGC and any employees designated as project coordinators for said projects and programs.

(6) Unless advised to the contrary in writing by PDD, continue to provide administrative and technical assistance for projects and programs previously requested by PDD and authorized by Executive Committee of DEGC.

(7) Unless advised to the contrary in writing by PDD, and if authorized by the Executive Committee of DEGC, provide financial support for economic development activities and services provided by the City of Detroit.

(8) Unless advised to the contrary in writing by PDD, continue to perform the liaison function between the public, private and community sectors for the development of specifically PDD designated projects and for the purpose of improving communications and establishing and maintaining mutual understanding related thereto.

C. Notwithstanding the listing of all the above-named services to be performed under this Contract, and in recognition of the fact that DEGC performs services for funding sources in addition to that of the City of Detroit, the DEGC shall submit, for cost reimbursement, only those costs for activities which are eligible for Federal Community Development Block Grant ("CDBG", hereinafter) funding, which meet CDBG national objectives, and which are consistent with the Budget, Exhibit B, hereof.

D. DEGC shall, timely upon request by PDD, make available to PDD any documents In DEGC's possession relating to matters with respect to which DEGC has rendered services under this Contract.

E. DEGC shall not engage in any activity which in the opinion of its legal counsel would be inconsistent with the requirements for exemption from Federal income tax under Section 501(c) (4) of the Internal Revenue Code of 1954, as the same may be amended.

F. No funding provided under the terms of this Contract shall be used to compensate any City of Detroit employee, it being understood between the parties that any payment of such compensation, whether to contract or regular City employees, will be from other funds of the DEGC.

EXHIBIT B

**DETROIT ECONOMIC GROWTH CORPORATION
BUDGET
FISCAL YEAR 2015-2016**

DIRECT COSTS:

SALARY	\$521,094	
FRINGE	<u>145,906</u>	
		667,000

OTHER DIRECT:

RENT/UTILITIES	\$100,000	
LEGAL	10,000	
AUDIT	25,000	
EQUIPMENT LEASES	10,000	
TELEPHONE	15,000	
MEETINGS/MARKETING/TRAVEL	15,000	
INSURANCE	<u>25,000</u>	
		<u>200,000</u>

TOTAL BUDGET		<u>\$867,000</u>
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EXHIBIT C

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

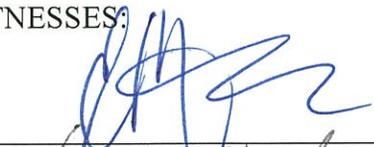
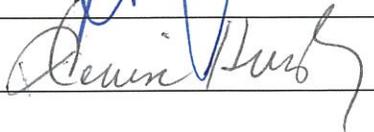
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, 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.

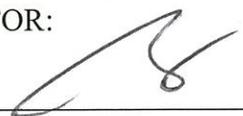
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all DEGCs shall certify and disclose accordingly.

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. 

DEGC, CONTRACTOR OR
SUBCONTRACTOR:

By: 

Its: CEO

DATE: 7-21-15

EXHIBIT D

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, worker hours on any construction project funded in whole or in part by city, state, or federal funds shall be performed by not less than 50% bona fide Detroit residents, not less than 25% minorities and at least 5% women. Where possible these percentages shall be applied on a craft-by-craft basis. For purposes of Executive Order No. 2007-1, worker hours shall include work performed by persons filling apprenticeship and on-the-job training positions.

The contractor shall include Executive Order No. 2007-1 by reference in all subcontracts at all levels.

For each project or portion thereof, documentation of compliance shall include: (1) a list of all proposed employees indicating address, telephone number, social security number, trade, sex and race or minority status, and projected worker hours for each; and (2) projected total worker hours. Documentation shall be submitted prior to contract award. After contract award, proposed changes in the workforce shall be submitted for approval.

Where, for reasons due to the nature of the contractor or trade, or for other reasons acceptable to the City, a list of intended employees is not submitted, a detailed plan will be submitted by the contractor which sets forth the entire proposed composition of the workforce, the manner in which such workforce is to be obtained, and any other details required by the City to assure sufficient specificity, intent to comply and ultimate compliance with Executive Order No. 2007-1

Failure to comply with the provisions of Executive Order No. 2007-1 shall constitute a material breach of the contract, and the City may exercise those rights provided to it under the contract and by law. Sanctions may include, but are not limited to, termination of all or part of the contract, withholding of payment, and/or liquidated damages. Additionally, performance by the contractor in regard to Executive Order No. 2007-1 may be considered in determining the contractor's awardability for future City contracts.

Any person who knowingly submits false information, makes misrepresentations, or commits fraud or any other willful violation under Executive Order No. 2007-1 shall be subject to maximum civil liabilities and criminal penalties allowable under the law.

EXHIBIT E
REPORT REQUIREMENTS

DEGC shall submit to PDD a quarterly performance report, in a format mutually agreeable between the parties, providing data on performance under this Contract. Also, to the extent feasible, this report shall relate those costs for which reimbursement is requested in the monthly requisition for payment detailed in Article 6 herein to the performance of the DEGC during the month(s) for which payment is requested. The City may require certain data to be collected, including data generated by activity performed by DEGC under Previous Contract (s), and then reported on by DEGC, in order to enable the City to meet all local and Federal requirements.

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

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

EXHIBIT F

DETROIT ECONOMIC GROWTH CORPORATION WORK PROGRAM FISCAL YEAR 2015-2016

I. Financial

The DEGC is responsible for promoting, commercial, retail, office, hotel, entertainment, industrial and housing developments in the City of Detroit. The goal is to provide technical assistance and to make available development funds from a number of private/public financing sources. These sources include but are not limited to the following:

- * Tax Increment Funds
- * Tax Increment Bond proceeds
- * SBLT funds
- * Casino Loan Program funds
- * Revolving Loan funds
- * Recycled UDAG funds
- * Grant Funds

II. Business Development, including Small Business

DEGC has operated a successful Business Retention and Expansion (BRE) program for many years, calling on 100-200 companies annually. Our BRE efforts have been targeted to medium and large businesses that have the potential to scale, provide critical numbers of jobs to Detroit residents, or impact our tax base. Each year we adjust our BRE program targets to respond to current economic conditions. In addition, we have developed several externally-funded small business programs that target much smaller firms, especially lifestyle companies and neighborhood small businesses on key commercial corridors. We will continue to operate and grow these programs in order to ensure a healthy and growing local business community.

III. Marketing and Business Attraction

DEGC will continue to market Detroit for investment to a wide range of investors, including real estate developers, growing and/or relocating businesses, and real estate investors. We will promote Detroit's employment districts, assets, and opportunities in partnership with the City and other stakeholders. We will conduct targeted business attraction campaigns that may focus on specific markets or industry sectors based on Detroit's competitive strengths, assets and opportunities. We will continue to amplify positive messages about Detroit and its investment and growth potential to broad local, regional, and national audiences in order to improve the city's overall image. Depending on the additional resources available, this work may include marketing campaigns, trade missions, site selector trips, targeted calling programs, investor tours, new print and digital collateral and other marketing tactics intended to increase awareness of Detroit investment and growth opportunities.

IV. Real Estate and Financial Services Division

The Real Estate and Financial Services Division (REFS) of the DEGC is responsible for promoting commercial, retail, office, hotel, entertainment, industrial and housing developments in the City of Detroit. The goal is to provide technical assistance, land acquisition & site selection services and to assist developers and owners of real estate in securing financing, abatements and incentives to effectuate real estate development. REFS is the lead agency assisting the City of Detroit in the disposition of vacant land and City owned properties. REFS evaluates the financial feasibility and market compatibility of proposed development projects in instances where the acquisition of City owned land is required. Additionally, REFS works in concert with the Detroit Land Bank and the Detroit Building Authority to effectuate land sales. Moreover, REFS provides guidance to the staff of the Authorities under the jurisdiction of the DEGC in determining policy for awarding and evaluating abatement and incentives request from real estate developers.

V. Project Development

The revitalization process of Detroit neighborhoods and downtown core requires the renewal of private investor confidence in the ability of a Detroit project to provide favorable return on investments. Development financial resources for projects are very limited. In order to make optimal use of such resources, DEGC's assistance may be utilized to identify planning and financing techniques and incentives to facilitate a) building rehabilitation and re-use, b) construction of new industrial, commercial and housing facilities, and c) increase investment for commercial activities. DEGC's development activities (consisting of primarily technical assistance) are not implemented generally on a programmatic approach; rather, they are undertaken on a reference basis. Furthermore, lack of availability of direct financing sources make development much more difficult.

The project development program consists of the following:

- a) Interface with neighborhood organizations, community development corporation and private developers in their efforts to develop residential/retail/commercial/industrial projects throughout the city. This also includes making recommendations for the appropriate community benefits for a given transaction
- b) Marketing of sites
- c) Development project implementation
- d) District reinvestment plans & implementation

EXHIBIT G

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

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, 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 rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Tel.#).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The

knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

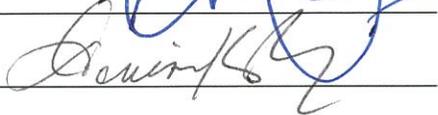
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by an 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. 

DEGC, Contractor
Subcontractor, or Principal

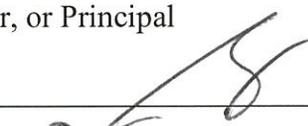
By: 
Its: 
DATE: 

EXHIBIT H



COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVE., SUITE 1126
DETROIT, MICHIGAN 48226
PHONE 313•224•3400
FAX 313•224•4128
WWW.DETROITMI.GOV

EXECUTIVE ORDER NO. 2014-4

TO: ALL BOARDS, COMMISSIONS, DEPARTMENT DIRECTORS,
CITY COUNCIL MEMBERS AND THE CITY CLERK

FROM: MICHAEL E. DUGGAN, MAYOR

SUBJECT: UTILIZATION OF DETROIT RESIDENTS ON PUBLICLY-
FUNDED CONSTRUCTION PROJECTS

DATE: AUGUST 22, 2014

WHEREAS, it is the policy of this Administration to encourage and maximize the utilization of Detroit Residents on publicly-funded construction projects. An important component of the economic revitalization of Detroit is the employment of Detroit residents,

WHEREAS, this Executive Order directs City departments and agencies to implement specific residency requirements on all construction projects funded, in whole or in part, by the City, and applies to those funded by state or federal funds to the extent permitted by law.

WHEREAS, 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 (51%)** of the hours worked on the project. Workforce and project hours shall include work performed by Detroit residents in the various job categories: officials and managers, supervisors and forepersons, professionals, technicians, sales workers, office and clerical, skilled trades, craft workers, operators, laborers, service workers, apprentices, and on-the-job training positions.

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

MICHAEL E. DUGGAN, MAYOR

FINANCIAL PENALTIES

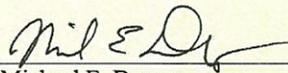
Detroit Resident Hours	Monthly Recruitment Fee
45% - 50%	3%
40% - 44%	7%
30% - 39%	10%
0% - 29%	15%

WHEREAS, 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 requirements, local union halls may be utilized. Additionally, Detroit Employment Solutions may be utilized to recruit and hire Detroit residents, where Detroit residents are unavailable through local unions. **Failure to meet the requirements of this Executive Order will constitute a breach of contract and may result in immediate termination of the contract.**

WHEREAS, 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.

WHEREAS, 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.

Pursuant to the powers vested in me by the 1963 Michigan Constitution and by the 2012 Detroit City Charter, I, Michael E. Duggan, Mayor of the City of Detroit, issue this Executive Order. This Executive Order is effective upon its execution and filing with the City Clerk and supersedes Executive Order No. 22 issued by Mayor Coleman A. Young on August 29, 1983, and reissued by Mayor Kwame M. Kilpatrick on November 1, 2007.



Michael E. Duggan
Mayor, City of Detroit

REQUEST FOR INCOME TAX CLEARANCE

REQUESTING DEPARTMENT/DIVISION: DEGC CONTACT: Carla Hudson PHONE: 313-237-4613

Type of Clearance: New 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. 512
Detroit, MI 48226

For: Individual or Company Name Detroit Economic Growth Corp.
Address 500 Griswold St.
Ste. 2200
City Detroit
State MI Zip Code 48226
Telephone 313-963-2940 Fax # 313-483-4123

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

B. Name of Chief Financial Officer/Authorized Contact Person (include address if different from above) Glen Long, Jr. Telephone # 313-237-4616
Fax # 313-483-4132

Employer Identification or Social Security Number 38-2192028 Spouse Social Security Number _____

Nature of Contract: Economic Response Services BID/CONTRACT AMOUNT (if known): Labor \$ _____ Material \$ _____
Contract # (if known) _____

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

Check One: Individual Corporation Partnership

INDIVIDUAL 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 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 OSS-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 INCOME TAX INVESTIGATOR 5 SEP 27 2013 SEP 27 2014
 Yes No INCOME TAX INVESTIGATOR 5 OCT 20 2014 OCT 20 2015
 Yes No INCOME TAX INVESTIGATOR 5 SEP 11 2015 SEP 11 2016

VISIT OUR WEBSITE FOR INFORMATION AND TAX FORMS AT www.ci.detroit.mi.us

CITY OF DETROIT

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

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

ADDRESS OF DEPARTMENT 808 CA/MC Two Woodward Detroit MI 48226
DATE SENT 10/10/2015 CONTACT PERSON Paul Aleobua
PHONE NUMBER 224-2170 FAX NUMBER 313-6282054 EMAIL
CONTRACT AMOUNT \$

SECTION B: CORPORATION LICENSE TYPE
CORPORATION NAME Detroit Economic Growth Corporation
ADDRESS 500 Griswold #2200 CITY/STATE/ZIP Detroit MI 48226
CITY PERSONAL PROPERTY NUMBER 02991533-10 FID / EIN NUMBER 38-2192028
OTHER CITY-OWNED PROPERTY PARCELS 02991922-10
CONTACT PERSON Glen Long Jr. PHONE NUMBER 313-2374616 EMAIL ADDRESS

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

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

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

REVENUE COLLECTIONS
APPROVED
CONTRACT CLEARANCES

FOR TREASURY COLLECTION USE ONLY:

APPROVED DENIED DENIED WITH ATTACHMENTS
SIGNATURE DATE SEP 10 2015 CLEARANCE VALID UNTIL JAN 15 2016

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

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

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

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

RFQ/PO No. _____

Printed Name of Contractor: Detroit Economic Growth Corp
(Type or Print Legibly)

Contractor Address: 500 Griswold St 2200 Detroit MI 48226
(City) (State) (Zip)

Contractor Phone/E-mail: 313 983-2940 / @chudson@degc.org
(Phone) (E-mail)

Printed Name & Title of Authorized Representative: Glen W. Long, Jr. CFO

Signature of Authorized Representative: _____

Date: 10.16.14

*** This document MUST be notarized ***

Signature of Notary: Carla R. Hudson

Printed Name of Seal of Notary: CARLA R. HUDSON

My Commission Expires: 08 / 06 / 2017



CARLA R HUDSON
Notary Public, State of Michigan
County of Wayne
My Commission Expires Aug. 08, 2017
Acting in the County of _____

For Office Use Only:	
Cov. Rec'd: <u>10/16/14</u> in _____	Department Name: <u>DEGC</u>
<input checked="" type="checkbox"/> Accepted by: <u>Carla R. Hudson</u>	<input type="checkbox"/> Rejected by: _____
Please email or fax Covenant and EOC to Director of Human Rights Department 1240 CAYMC at HumanRightsCL@detroitmi.gov or fax (313) 224-3434	



CERTIFICATE OF LIABILITY INSURANCE

DETR-14

OP ID: JR

DATE (MM/DD/YYYY)

07/02/2015

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

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

PRODUCER Shores Agency	CONTACT NAME: Shores Agency, Inc.
	PHONE (A/C, No, Ext): 313-881-5322 FAX (A/C, No): 313-881-5775
	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE
	INSURER A : Frankenmuth Mutual Ins. Co. NAIC # 13986
INSURED Detroit Economic Growth Corp Glen W. Long Jr, CFO 500 Griswold Suite 2200 Detroit, MI 48226	INSURER B : RSUI Group Inc
	INSURER C : AIG Insurance
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	CPP6292103	06/30/2015	06/30/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	BA6292103	06/30/2015	06/30/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	X	CPP6292103	06/30/2015	06/30/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC6292103	06/30/2015	06/30/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	D&O and EPLI		258194	06/30/2015	06/30/2016	Occurenc 5,000,000
C	Professional Liab		024063217	06/30/2015	06/30/2016	aggregate 5,000,000

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

City of Detroit Department of Planning and Development is listed as additional insured

CERTIFICATE HOLDER**CANCELLATION**

CITYD-2 City of Detroit Dept of Planning & Development 642 City County Building Detroit, MI 48226	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Shores Agency, Inc.
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