

**AMENDMENT NO. 4  
TO  
CITY OF DETROIT BUILDING AUTHORITY  
PROFESSIONAL SERVICES AGREEMENT  
FOR PROPERTY MANAGEMENT SERVICES  
WITH  
JOINT VENTURE OF SIGNATURE ASSOCIATES, INC. AND SUMMIT COMMERCIAL, LLC**

**THIS AMENDMENT AGREEMENT NO. 4** (hereinafter called the "Amendment"), dated as of this 21st day of April, 2022 by and between the **City of Detroit Building Authority**, a public authority and body corporate, organized and existing pursuant to Act 31 of the Public Acts of Michigan, 1948 (First Extra Session), as amended, located at 1301 Third Street, Suite 328, Detroit, Michigan 48226 (hereinafter called the "Authority") and the Joint Venture of **Signature Associates, Inc.**, a Michigan corporation, located at One Towne Square, 12<sup>th</sup> Floor, Southfield, Michigan 48076 and **Summit Commercial, LLC**, a Michigan limited liability company, located at 7700 Second, Suite 300, Detroit, Michigan 48202 (hereinafter called the "Professional Contractor"), pertains to that certain Property Management Services Agreement between the Professional Contractor and the Authority (hereinafter called the "Contract").

**WITNESSETH:**

WHEREAS, on July 1, 2018, the Authority entered into a Property Management Services Agreement with Professional Contractor for management services; and

WHEREAS, on June 20, 2019, the Professional Contractor and the Authority entered into Contract Amendment No. 1 for move management services in an amount not to exceed Fifty-Two Thousand One Hundred Fifty and 00/100 (\$52,150.00); and

WHEREAS, on October 15, 2020, the Professional Contractor and the Authority entered into Contract Amendment No. 2 for additional move management services in an amount not to exceed Fourteen Thousand Ten and 00/100 (14,010.00) Dollars; and

WHEREAS, on June 17, 2021, the Professional Contractor and the Authority entered into Contract Amendment No. 3 for additional property management services in an amount not to exceed Seven Hundred Ninety-Five Thousand Nine Hundred Ninety-Nine and 00/100 (\$795,999.00) Dollars; and

WHEREAS, Article VIII provides that any changes, modifications or extensions of any term, condition or covenant thereof or any required changes in the scope of services to be performed by the Professional Contractor which are mutually agreed upon by and between the Authority and the Professional Contractor shall be incorporated by written amendment to the Contract; and

WHEREAS, the Authority and the Professional Contractor now desire to amend the Contract to provide an extension of the Contract for an additional one (1) year and compensation for services provided in Exhibit A-3 attached hereto; and

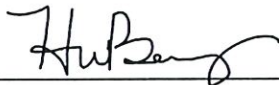
NOW THEREFORE, in consideration of the premises, the mutual undertakings and benefits to accrue to the parties and to the public, the parties hereto agree as follows:

1. That Section 3.01 is hereby modified to change the Contract termination date to June 30, 2023.
2. Professional Contractor acknowledges and agrees that the Authority shall be permitted to audit the Contractor's financial records pertaining to the Professional Contractor's performance of the Agreement, which right to audit may be assigned by the Authority to its designee, including the Detroit City Council and the City Auditor General.
3. Professional Contractor and each of its subcontractors shall comply with all anti-kickback laws, including the Copeland Anti-Kickback Act (18 USC §874) and is prohibited from inducing, by any means, any person employed in connection with the Project to give up any part of the compensation to which he/she is otherwise entitled. Professional Contractor shall insert substantially similar language to the language in this Section to ensure compliance by subcontractors with the terms of this Section.
4. Professional Contractor and each of its subcontractors are prohibited from paying or accepting any bribe in connection with securing the Agreement or in connection with performing under the terms of the Agreement. Professional Contractor shall insert substantially similar language to the language in this Section to ensure compliance by subcontractors with the terms of this Section.
5. That all other terms, conditions and covenants of the Contract shall remain in full force and effect as set forth therein.
6. That in the event of any conflict, inconsistency or incongruity between the provisions of this Amendment No. 4 and any of the provisions of the Contract, the provisions of this Amendment No. 4 shall control.


**[END OF PAGE]**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 4 to be signed by and through their respective duly authorized officers and representatives, the day and year first above written.

**CITY OF DETROIT BUILDING AUTHORITY, a Michigan public authority and body corporate**

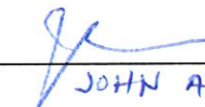
By:   
Hakim W. Berry

Its: Chairman

By:   
Christopher T. Jackson

Its: Treasurer

**SIGNATURE ASSOCIATES, INC. a Michigan corporation**

By:   
JOHN A. HAMBURGER

Its: SENIOR VICE PRESIDENT

**SUMMIT COMMERCIAL, LLC, a Michigan limited liability company**

By:   
Banita Parker

Its: Principal

**APPROVED AS TO FORM:**



General Counsel  
City of Detroit Building Authority

EXHIBIT A-4

Additional Professional Services

[PLEASE SEE ATTACHED HERETO]

## **ATTACHMENT: SCOPE OF SERVICES FOR JOINT VENTURE OF SIGNATURE ASSOCIATES/SUMMIT COMMERCIAL LLC**

Services to be provided by the Respondent, on behalf of the DBA can be divided into two (2) categories: (1) Property Management Functions and (2) Property Transaction functions. A full list of the scope of services is attached.

### **1. PROPERTY MANAGEMENT FUNCTIONS AND ADMINISTRATIVE SUPPORT**

1. Assist in maintaining the City real property database, including data entry, updates, corrections, reporting, physical site visits to the Properties to verify data accuracy, providing photographs of Properties for upload and identifying various attributes of the Properties for upload.
2. Perform periodic site visits to all Properties to photograph and monitor the status of the Properties.
3. Manage the process for securing Properties.
4. Identify, report, monitor and address any unauthorized use of Properties.
5. Coordinate the maintenance and/or repair of the Properties with the City.
6. Manage the process for undertaking and completing necessary capital improvements and repairs of the Properties.
7. Manage the performance of leases of the Properties, including cellular tower leases and billboard leases.
8. Assist various City departments with real estate space needs as directed.
9. Attend such meetings (including City Council meetings, community meetings, and meeting with individual Council Members) as directed by the City.
10. Provide HRD and P&DD with sufficient information to address public and City Council inquiries regarding the Properties and Property Transactions.
11. Provide bi-weekly reports of property management and real estate transaction activities to the City as directed.
12. Provide monthly reports of property management and real estate transaction activities to HRD and P&DD. Such reports shall include itemized real estate sales, lease payments received and such other data in sufficient form and scope as required by HRD.
13. Hire, oversee and pay for all necessary third-party consultants, contractors and subcontractors used by the DBA in connection with performance of the Services.
14. Provide such other property management and/or maintenance services and reporting as are requested by the City.
15. The Firm shall create and maintain an emergency contact listing for each occupied property.
16. Perform periodic inspections and supervise maintenance.
17. Use existing DBA protocol and procedures for selection of vendors, establishing services and payment to 3rd parties for operating expenses incurred under this agreement, and in accordance with established annual budget.
18. Any contract issued to a 3rd party provider shall be awarded at the most advantageous price acceptable to the DBA, and the Firm shall obtain at minimum three (3) competitive bids for any such work in excess of \$1,000 for which a contract will be awarded.
19. The Firm must obtain prior approval from DBA for any expense in excess of \$2500.

20. Any 3rd party provider performing services pursuant to this agreement shall, in each and every case, be insured with limits of not less than \$100,000/ \$300,000 Bodily Injury & Personal Property and \$50,000 Property Damage Insurance.
21. The Firm shall cause 3rd party providers to produce evidence of Workman's Compensation and General Liability Insurance. All certificates evidencing insurance coverage are to be maintained by the Firm, but available to the DBA upon request.
22. Notwithstanding this provision or provisions of this agreement, the Firm may act as necessary in the case of emergencies which require an immediate solution if a DBA representative is not available for timely consultation.
23. Manage the process for undertaking and completing necessary capital improvements and repairs of the Properties. Use existing DBA protocol and procedures for selection of vendors, establishing services and payment to 3rd parties for goods and services incurred under this agreement, and in accordance with an annual budget approved by the DBA. Payments for goods and services will be made by the DBA directly to 3rd party vendors providing goods and services.

## **2. REAL ESTATE TRANSACTION SERVICES**

1. Market the Properties for sale and/or lease, as directed by the City.
2. Manage the intake, initial review, recording, reporting and routing of applications received through the City's real estate application intake system (portal), including for the sales and leasing of Properties. This also includes:
  - a. Serving as the initial frontline for the City in responding to all public inquiries, phone calls walk-ins and email's
  - b. Administering database, lists and process updates for City requests to include certain Properties on public bids/RFQ/Ps and first-come sales as directed by HRD.
  - c. Assist the City in drafting documents and revising the City's real estate application intake system as needed.
3. Research and report on all application requests to include: property ownership confirmations, environmental facility status, outstanding light and tax delinquency of applicants, comparisons of offer prices to City guidelines, review of zoning, review of master plan designations and development of pricing recommendations.
4. Conduct all necessary site visits and property showings with applicants related to sales and leasing transactions.
5. Communicate and follow-up as necessary with applicants on: City approvals, required conditions, sending of offer/denial letters and negotiations of sales/lease pricing.
6. Assist HRD by preparing documents and providing information for internal City real estate meetings.
7. Provide additional real estate transaction services for leases, including surplus property, cellular towers and billboards, as follows:

- a. Identify site locations for City-as-tenant leases according to parameters and goals identified by the City.
  - b. Negotiate lease rates and provide HRD with basic lease terms as required.
  - c. Secure signatures of third parties as needed on documents provided by HRD.
  - d. Manage the accounts receivable functions for City-as-landlord leases on behalf of the City as directed.
  - e. Provide monthly reports and rent payments to HRD for lease revenue received by the DBA on behalf of the City for the respective previous month.
  - f. Provide periodic site visits to ensure that tenants are using City-owned property according to the terms of their lease.
  - g. Provide HRD with completed clearances, insurance certificates and other documents sufficient to process lease agreements to Detroit City council for approval.
8. Provide additional real estate transactions services for property sales as follows:
- a. Negotiate sales prices and provide HRD with basic sale terms and legal descriptions.
  - b. Secure signed purchase agreements and collect/hold a deposit from prospective purchasers. Any such deposits shall be applied to the sale at the closing. DBA shall return all deposits to prospective purchasers for sales that are canceled or not approved by the City.
  - c. Secure signatures of third parties as needed on other documents provided by HRD.
  - d. Manage the closing of sales as directed, including the preparation of closing statements, collection/acceptance of the City's sales revenue and ensuring that deeds are recorded and property transfer affidavits are filed. Unless otherwise provided, the DBA shall pay for all recording fees.
  - e. Provide monthly reports and sales revenue payments to HRD for funds received by the DBA on behalf of the City at closings that took place during the respective previous month.
9. Work cooperatively with the City and other agencies, including the Detroit Economic Growth Corporation and Detroit Land Bank Authority, as directed to foster City economic development projects.
10. Provide necessary services to support the City's acquisition of real property as directed.
11. Assist the City in developing and implementing real estate transaction strategies and processes as directed by the City.
12. Provide such other property transactional services and reporting as are requested by the City.

13. Manage the performance of leases of the Properties, including cellular tower leases, and enforce the terms of leases including steps to collect or cause the collection of all rentals or other charges due from tenants of Properties in accordance with the terms of their tenancies. Manage Real Estate related accounts payable and receivable functions. All revenue collected under this agreement will be deposited into a lock box as established by the DBA.
14. Inasmuch as the Firm is not authorized to practice law, where legal assistance is needed for such matters as enforcing the collection of rent (with the exception of issuance of 7-day notices, which the Firm shall be authorized to deliver on DBA's behalf) or eviction of a tenant or the enforcing of any other term of such tenancy, such action shall be approved by DBA and shall be through counsel designated or approved by DBA.
15. Obtain and maintain on file current Certificates of Insurance evidencing tenant compliance with insurance provisions of their leases or month-to-month tenancy agreements.
  - a. Manage all tenant negotiations related to leasing, whether a new lease, lease option, lease extension or other form of lease agreement. Provide a term sheet for each new or renegotiated lease.
  - b. Prepare all necessary documents and submit to DBA for payment all real property and other taxes levied and assessed against the Properties not less than 15 business days prior to the date on which each installment of such tax becomes delinquent.
16. Provide necessary information and manage the process for selling Properties authorized for sale by the City.
17. Assist in the drafting and/or creation of necessary documentation and marketing materials, (at the Firm's expense), to facilitate the selling of Properties authorized for sale by the City.
18. Manage the procurement and preparation of necessary appraisals, site plans, surveys, title work and deeds.
19. Support the marketing of Properties for sale, as directed by the DBA. The Firm shall include marketing of Properties for sale in their corporate marketing efforts, websites, mailings to other brokers and prospective purchasers.
20. Support land assembly for economic development purposes on behalf of the City.
21. Identify additional property to acquire, at the direction of the City, and take such necessary steps to facilitate the acquisition of said property (including redemption of property and payment of delinquent property taxes, etc.).
22. Work cooperatively with other City-related agencies, including the Detroit Economic Growth Corporation and PDD to foster economic development projects.
23. Provide necessary services to support the City's acceptance of donated commercial properties.
24. Apply and file such documentation as is necessary to obtain tax exempt status for Properties acquired by the City.
25. Process and submit to the City Assessor required property transfer affidavits.



26. Manage the process for providing relocation benefits to individuals and/or businesses displaced as a result of development activities undertaken by the DBA.
27. Provide an opinion of value for properties as requested by the City.
28. Provide such other property management services as are requested by the City.
29. Serve on committees, workgroups, task teams and the like as directed by the DBA.
30. In collaboration with the DBA, enter into agreements with other entities as is necessary to assist the City in acquiring vacant Properties.
31. Provide such other property transactional services as are requested by the DBA.

**3. AS-NEEDED SERVICES**

1. From time to time during the term of the Agreement, the DBA at the request of the City may require the contractor to perform certain additional services on an as-needed basis ("As-Needed Services").

The As-Needed Services, which the selected vendor will be responsible for procuring, shall include but not be limited to the following Tasks:

- a. Title Work and Title Commitments
  - b. Appraisals / Broker Opinions of Value
  - c. Property Maintenance & Development Support Work
    - 1) Survey and environmental assessment work
    - 2) Building board-ups and property security
    - 3) Other miscellaneous property maintenance, development support work or real estate services requested by DBA/HRD
2. The DBA will request the Firm to perform As-Needed Services per the City's authorization and the Firm is not to perform the as-needed services without prior authorization from the DBA.