

CITY OF DETROIT
CDBG – DISASTER RECOVERY SUBRECIPIENT AGREEMENT
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Cass Community Social Services

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EXHIBITS:

- A – Scope of Services (Insert from Subrecipient)
- B – Budget (Insert from Subrecipient)
- C – Accounting and Bookkeeping Procedures and Requirements
- D – Reimbursement Procedures and Requirements
- E – Performance Outcomes Report I – III
- F – Statement of Eligibility (F1 –F6)
- G – Program Income
- H – Payroll Register Instructions & Payroll Register (H-1 Sample)
- I – Check Register (Sample)
- J – Budgetary Status Report (Sample)
- K – Long Distance Telephone Call Reimbursement Form (Sample)
- L – Private Care Mileage Report (Sample)

M – Time Distribution Summary
N – Certification Regarding Debarment, Suspension Ineligibility, Voluntary Exclusion and Lower Tier Covered Transactions
O – Certification Regarding Lobbying
P – Separation of Church and State
Q – Insurance Waiver – Work’s Compensation & Employer’s Liability
R – Insurance Waiver – Owned Auto Liability Insurance (Optional)
S – Sample Time/Task Log
T – Funding Award Expenditure Certification
U – Documentation of Subrecipient’s Access to 90 Days cash flow statement
V – CDBG Income Guidelines
W – Subaward Data Sheet
X – Duplication of Benefits Certification
Y – Cost Analysis
Z – Price Analysis
AA – Federal Labor Standards with Prevailing Wage
BB – Lien (Sample)
CC – Owner’s Consent and Acknowledgment Affidavit

ADDITIONAL HUD DOCUMENTS

- HUD 50070, Certification for a Drug Free Workplace
- Conflict of Interest Certificate

OTHER REQUIRED DOCUMENTS:

- Slavery Era Affidavit
- Certificate of Affidavit of Political Contributions
- Hiring Policy Affidavit
- Covenant of Equal Opportunity
- Income Tax Clearance Form (If Applicable)
- Accounts Receivable Clearance Application (If Applicable)
- PMA - Certificate of Liability Insurance Form (If Applicable)
- Vital Information Form (If Applicable)
- Organization Employment Application (Sample) (If Applicable)

**CITY OF DETROIT
COMMUNITY DEVELOPMENT BLOCK GRANT –
DISASTER RECOVERY PROGRAM
PUBLIC FACILITY REHABILITATION
AGREEMENT**

THIS AGREEMENT entered this ___, day of ___, 2025 by and between the City of Detroit, a Michigan municipal corporation acting by and through the Housing and Revitalization Department (the “City”) and **Cass Community Social Services**, a Michigan nonprofit corporation (the “Subrecipient”).

WITNESSETH:

WHEREAS, Pursuant to Public Law 117-43, 117-180, and 118-158 (the Appropriations Act) and the Federal Register Notice dated May 18, 2022, January 18, 2023, and March 19, 2025, FR-6368-N-01, the U.S. Department of Housing and Urban Development (“HUD”) has awarded \$95,228,000 (2021 Disaster) and \$346,864,000 (2023 Disaster) in Community Development Block Grant Disaster Recovery (CDBG-DR) funds to the City of Detroit for activities authorized under title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.) and described in the Grantee’s Action Plan (the “Action Plan”); and

WHEREAS, the City has received an award allocation Community Development Block Grant Disaster Recovery (CDBG-DR) funds from the U.S. Department of Housing and Urban Development (“HUD”) through the Disaster Relief Supplemental Appropriations Act for 2021 and 2023 Disasters. GRANT AGREEMENT NUMBER B-22-MF-26-0002, **SAM’s Unique Entity Identification # JTQYHNU5JFV5_ and;**

WHEREAS, the City has allocated a portion of the CDBG-DR funds to provide funding for neighborhood improvement projects proposed by citizens, non-profit organizations and neighborhood groups, and;

WHEREAS, the City has selected the Subrecipient to provide the services set forth in the attached Exhibit A, Scope of Services (herein called the "Services"), and;

WHEREAS, the Subrecipient represents that it is authorized and capable of performing the Services in a manner which complies with all applicable federal regulations, and;

WHEREAS, the City wishes to provide a subaward to the Subrecipient to administer the Program (see Exhibit W for Subaward Data);

NOW THEREFORE, in consideration of the need for recovery from 2021 and 2023 Flood Disasters and 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 SUBRECIPIENT

1.01 The City hereby engages the Subrecipient and the Subrecipient hereby agrees to perform the Services in accordance with the terms and conditions of this Agreement, including Exhibits A, B, C,

D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, BB, and CC attached hereto and made a part hereof.

2. SCOPE OF SERVICES, OUTREACH PLAN, PROGRAM POLICIES & PROCEDURES

2.01 The Subrecipient shall perform in a satisfactory and proper manner, as determined within the sole discretion of the City, the Services as described in Exhibit A. In the event that there is 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 reasonable interpretation and determination of the City shall govern.

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

2.03 The Services shall be undertaken in such sequence as directed by the City to assure their proper and expeditious completion in light of the objectives of this Agreement.

2.04 The Services shall include conferences and consultations deemed necessary by the City to ensure that the Subrecipient properly and fully perform the Services under this Agreement.

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

2.06 The Subrecipient shall obtain and maintain, at its sole cost and expenses, all required license, registration, accreditations, permits and approvals as may be required by law for its operation and the performance of Services under this Agreement. The Subrecipient shall ensure that its employees and subcontractors shall also maintain all required license, registrations, accreditations, permits and approvals as may be required by law for the performance of Services hereunder. Such licensing requirements include obtaining a City business license from the City of Detroit Buildings, Safety, Engineering and Environmental Department, as applicable.

A. Outreach Plan.

2.07 The Subrecipient, if applicable, shall develop and provide a copy of its Outreach Plan within thirty (30) days from the execution of this Agreement. The Subrecipient shall maintain the Outreach Plan, and make available for review by the City and HUD upon request including during site monitoring inspections.

B. Program Policies & Procedures.

2.08 The Subrecipient shall develop and provide a written program policies and procedures (the "Program Policies and Procedures") for the Services to be provided under this Agreement. The Subrecipient shall submit the completed program policies and procedures to the City for review and approval within thirty (30) days from the start of this Agreement.

2.09 The Subrecipient must maintain its Outreach Plan and/or Program Policy Procedures organized and in a centralized location, and shall be made available to the City or HUD upon request.

2.10 The Services funded with CDBG-DR funds shall meet one of the CDBG National Objectives: benefits low and moderate income persons; aid in the prevention or elimination of slum or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The Subrecipient agrees that this Agreement may be terminated if the Subrecipient fails to show documentations for meeting HUD’s National Objective or eligibility requirements for the use of CDBG-DR funds under this Agreement.

2.11 The Subrecipient must comply with the CDBG-DR Universal Notice published March 24, 2025, found at: <https://detroitmi.gov/sites/detroitmi.localhost/files/2025-03/CPDUniversalnotice.pdf>

3. TERM OF PERFORMANCE

A. Term of Performance.

3.01 This term of performance under this Agreement shall begin August 1, 2025, through July 31, 2027, unless otherwise extended or terminated as provided herein.

B. Effective Date.

3.02 This Agreement shall become effective upon the date listed in Section 3.01 contingent upon (1) the approval by City Council, and (2) execution by the Purchasing Director of the City of Detroit. The Subrecipient shall have no authority to start work, no payments shall be authorized by the Office of Chief Financial Officer of the City of Detroit, nor shall the City be liable for reimbursement for any materials or services purchased, or payment for any costs incurred by the Subrecipient, or any Services rendered by the Subrecipient, until the requirements of this Section have been satisfied.

C. Extension of Time.

3.03 The Subrecipient may request a time extension. Such request shall be made ninety (90) days prior to the expiration date of this Agreement, and subject to the City’s determination that conditions warrant an extension beyond the expiration date. Any time extension shall be considered a request to amend this Agreement, and subject to Article 17, Amendments and Budgets Modifications. In no event shall such change result in an increase in the compensation hereunder.

D. Project Phase

3.4 The Subrecipient shall commence performance of “Phase 1 Services” described in Exhibit A, upon the City posting a written Notice (herein called a "Notice to Proceed") to the Subrecipient. Upon satisfactory completion of Phase 1 Services, the City shall issue a Notice to Proceed with “Phase 2 Services” as described in Exhibit A, specifying the date to start rendering such Services. The City will not issue the Notice to Proceed until the Subrecipient has complied with the following conditions precedent to the sole satisfaction of the City:

- 1) submission to the City of acceptable documentation showing the Owner of Record of the property to be rehabilitated; and
- 2) execution of Exhibit BB “Lien” for the Project; and
- 3) proof that current City taxes are not delinquent for the property to be rehabilitated; and

- 4) if the property Owner is a religious organization, documentation of the property Owner's and Subrecipient's full compliance with the requirements of 24 C.F.R 570.200(j); and
- 5) evidence of eligible public service activity at the location.

3.5 All Services shall be undertaken in such sequence, as more fully described and/or scheduled in Exhibit A, to assure their proper and expeditious completion in the light of the objectives of this Agreement prior to the expiration date.

The Subrecipient 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 to the Subrecipient for any materials or services purchased, or payment for any costs incurred, or for any services rendered, which are purchased, incurred, or rendered prior to the term of this Agreement. In addition, the City shall not be liable for any cost of Phase 2 Services, whether rendered, purchased, or incurred by the Subrecipient, prior to the Notice to Proceed effective date.

3.6 Once the Agreement has become effective, the City may make payments to the Subrecipient for eligible Services rendered, including Services that were performed prior to the effective date of this Agreement as allowed by the City. However, no payments shall be authorized by the Finance Department of the City, nor shall the City be liable for reimbursement for any materials or services purchased, or payment of any cost incurred by the Subrecipient, or any Services rendered by the Subrecipient unless and until the requirements of Section 3.4 have been satisfied.

4. PERSONNEL AND ADMINISTRATION

4.01 To ensure proper performance of the Services and a quality Work Product (as hereinafter defined), the Subrecipient warrants that all Subrecipient personnel assigned to the performance of the Services ("Employees") or any other consultants, agents or subcontractors engaged by the Subrecipient to perform the Services ("Subcontractors") are fully qualified and authorized to work or perform the Services under Federal, State, and local laws, rules, and regulations.

4.02 The Subrecipient shall notify the City in writing within thirty (30) days of any change in ownership or executive leadership or any other significant corporate changes that impact the ability of the Subrecipient to carry out any federal funding under this Agreement or other federal, state or local funding. The Subrecipient's right to assign or sublet this Agreement shall be in accordance with Article 16.

4.03 The City shall have the right of prior approval of all Subcontractors. Each Employee and Subcontractor employed by the Subrecipient 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 to 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 Subrecipient 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 Subrecipient 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 Subrecipient.

Notwithstanding the above, the Subrecipient shall reimburse the City for the cost and expense of the City 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 Subrecipient's request. All costs to the Subrecipient of the expenses described herein for City employees assigned to work with the Subrecipient shall not be eligible for reimbursement by the Subrecipient to City. City personnel shall not be deemed to be performing services or giving assistance at the request of the Subrecipient unless such request is in writing and signed by the Subrecipient 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 Subrecipient, would not be deemed to be at the request of the Subrecipient for purposes of this Section).

4.04. For clarity and the avoidance of doubt nothing contained in this Agreement is intended or shall be construed in any manner to create or establish the relationship of employer/employee between the City and the Subrecipient. 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 Subrecipient hereby agrees to hold the City harmless from any such claim and any costs or expenses related thereto.

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

4.06 All work to be perform and the Services hereunder shall be coordinated by the **Project Coordinator, Kim Conwell-Leigh** duly designated by the Subrecipient and acceptable to the City, who shall in addition to his or her other duties, act as liaison between the Subrecipient and the City.

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

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

- a. Problems, delays, or adverse conditions which materially affect the ability to complete 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 Subrecipient and any City assistance needed to resolve the situation; or

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

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

4.08 For the term of this Agreement and for one (1) year after its termination, the Subrecipient shall not employ any employee of the City, or any agent, or contractor of the City without obtaining the City's prior written consent, as required under the Detroit City Code, Section 2-5-71, entitled "One Year Post-Employment Prohibition."

4.09 The Subrecipient 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 Subrecipient's Employees or Subcontractors in addition to or in lieu of those set forth in, and pursuant to, the compensations specified in Section 5.01 and Exhibit B, Budget.

4.10 **Certifications**. The Subrecipient certifies that the Subrecipient, its Employee(s) and Subcontractor(s) are not subject to debarment, suspension or determination of ineligibility by HUD or any other state, or local government. If there is a finding of fraud, misappropriation of funds or ineligibility the Subrecipient shall notify the City within thirty (30) days of the government's determination. Failure to report or notify the City of such misconduct may result in the termination of this Agreement, and/or the suspension, decrease or reallocation of future grant funds.

5. COMPENSATION AND INTEREST DEPOSITS

A. **Compensation**

5.01 The City agrees to pay the Subrecipient an amount up to **Seven Hundred Fifty Thousand dollars 0/100 (\$750,000)** for the complete and proper performance of the Services rendered, such compensation shall be paid only as provided in Exhibit B, Budget, and is inclusive of all remuneration to which the Subrecipient may be entitled.

B. **Interest on Deposits.**

5.02 Any interest earned on deposits of federal funds more than five hundred dollars (\$500.00) earned per year shall be returned to the City for submission to the Federal grantor agency. Interest earnings of up to five hundred dollars (\$500.00) per year may be retained by the Subrecipient solely for administrated expenses but must be accounted for in the Subrecipient's records. The Subrecipient shall report to the City on all such interest earning.

6. METHOD OF PAYMENT and USES OF FUNDS

A. **Method of Payment**

6.01 The Subrecipient shall be paid on a cost reimbursement basis for work performed by the Subrecipient, if any. Costs of construction work performed hereunder by Construction Consultants or Subcontractor(s) shall be paid on a progress payment, rather than a reimbursement basis. The Subrecipient, in order to receive payment, shall submit a requisition for payment consistent with and pursuant to (1) all requirements set forth in Exhibit B, Budget/Payment Procedures and Requirements, (2) the items of cost and maximum amounts thereof set forth in Exhibit B, and (3) all

other terms and conditions of this Agreement, including requirements for the submission of progress or performance reports, together with all necessary documentation as may be determined by the City. If the request lacks satisfactory documentation or other explanation acceptable to the City, the City may refuse or suspend payment, in whole or in part, until documentation or explanation is presented which is acceptable to the City.

6.02 The requisition for reimbursement shall include the monthly performance report specified in Section 8.06 herein.

6.03 All CDBG-DR funds obligated or committed by the Subrecipient during the term of this Agreement must be expended on or before the termination date of this Agreement. CDBG-DR funds, which are not expended by the termination date shall be returned to the City. Any CDBG-DR funds held by the City at the end of this Agreement and not expended shall be reallocated or reprogrammed by the City.

B. Payment for Direct and Indirect Costs

6.04 Direct Costs. For each direct cost, corresponding supporting documentation shall be provided. The Subrecipient shall not charge to this Agreement direct costs which have been or will be paid from another source, or have been or will be submitted to another source. If the Subrecipient will use City funds to reimburse a portion of a cost (i.e., using CDBG-DR to pay half of an invoice for supplies, or CDBG-DR funds half of a program that staffs a program manager), the split between the City funding source and other funding sources should be noted on the documentation.

6.05 Indirect Costs. In order to receive payment for indirect costs, the Subrecipient shall within ninety (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 2 CFR Part 200, and other Federal publications. The City may require a more detailed budget breakdown than the indirect cost specified in Exhibit B, and the Subrecipient shall provide such supplementary budget information in a timely fashion and in the form and content prescribed by the City. In the absence of such an Indirect Cost Proposal, the Subrecipient shall not request payment for any Indirect Costs as defined in 2 CFR 200, Subpart E, notwithstanding any Indirect Costs specified in Exhibit B.

The maximum amount of Indirect Costs paid 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 Exhibit B, and in no case shall the City pay any Indirect Costs until the Subrecipient has submitted the Indirect Cost Proposal and the City has reviewed and approved same.

Any executive level staff should be charged as an indirect cost or require a timesheet (see Exhibit D "Payment/Reimbursement Procedures and Requirements," Item E on personnel and payroll costs).

If the pay request includes indirect costs, the subrecipient needs to provide the basis for allocating costs. This can take many forms:

- a) De Minimis - If the subrecipient wants to use the de minimis indirect cost rate, they must provide a calculation of the Modified Total Direct Costs (MTDC) and can then claim 15% of that amount. Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under

the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

b) An approved federally approved Indirect Cost Rate approved by a federal agency (i.e. HUD, HHS);

c) A negotiated indirect cost rate approved by the City. If the City does not feel it has the capacity to properly negotiate an indirect rate and the subrecipient does not have a federally approved rate, the City can require the sub to use the de minimis rate or the cost allocation method (below).

d) Subrecipients can elect to use the cost allocation method to account for indirect costs in accordance with [§ 200.405\(d\)](#)

6.06 Payment for services provided under this Agreement is governed by the terms of the 2019 Detroit City Code, Sections 17-5-281 through 17-5-288 entitled "Prompt Payment of Vendors."

The individual responsible for accepting performance under this Agreement and from whom payment should be requested is **Program Manager, Dinah Bolton**, who, may be reached at the Housing and Revitalization Department, Coleman A. Young Municipal Center, 2 Woodward Avenue, Suite 908, Detroit, Michigan 48226, dbolton@detroitmi.gov.

C. Overpayment to Subrecipient

6.07 The City has the right to rely on the Subrecipient for submission of accurate invoices, including the support documents. Should any discrepancy in the records, or any other inaccuracy result in overpayment or ineligible expenditures, such overpayments or ineligible expenditures shall be recovered from the Subrecipient, as provided by 2 CFR 200. If the Subrecipient receives a notice of overpayment, the Subrecipient may protest the overpayment determination in accordance with Article 10 of this Agreement.

6.08 In the event of any audit findings that results in the disallowance of any use of funds, the Subrecipient, 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.

When the City is required to repay said disallowed funds to the grantor agency, it is understood that the reasonable time period may be limited to the time period that the grantor agency allows the City for repayment.

D. Program Income

6.09 "Program income" shall mean gross income received by the Subrecipient directly generated from the use of CDBG-DR funds, except that the full definition of "program income" shall be as defined in applicable Federal regulations, currently found at 24 CFR 570.500(a)(1)(i)-(x) and 24 CFR 570.504.

Unless this agreement provides elsewhere that the Subrecipient may retain program income it receives and specifies the use or uses to which it may be put, the Subrecipient shall return all program

income to the City of Detroit, Housing and Revitalization Department to be reprogrammed and used for such activities as the City shall in its sole discretion determine. If this Agreement or the City authorizes the Subrecipient to use some or all of the program income it receives during the course of the Agreement, the use of such income 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-DR funds, including but not limited to 24 CFR 570.500 and 2 CFR Part 200.

6.10 Program income to be returned to the City shall be sent to the City within three (3) days after its receipt, unless the Subrecipient can apply the funds in the near future to the reimbursement of expenses already incurred. In such event, the funds shall be held until the next reimbursement request is prepared, deducted from the total amount of the draw request submitted and applied to the reimbursement of the expenses covered by the request. Said submittal shall clearly identify the amount of program income that was received and program income that is being used to reduce the amount of grant funds needed to cover expenses covered by the invoice.

6.11 Upon expiration or termination of this Agreement, the Subrecipient shall (1) transfer to the Housing and Revitalization Department all CDBG-DR funds, including all program income, on hand at the time of expiration or termination, and (2) assign to the City all accounts receivable attributable to the use of CDBG-DR funds together with a report on all such accounts receivable. If, subsequent to expiration or termination of this Agreement, the Subrecipient should nevertheless receive funds the rights to which had been assigned to the City, the Subrecipient shall immediately remit same to the City, together with detailed explanation regarding their source.

Payment made under this Agreement is intended to be inclusive of all Services provided under this Agreement, and constitutes the City's only financial obligation under the Agreement irrespective of whether the cost to the Subrecipient of providing services exceeds that obligation.

E. Owner's Consent/ Lien.

6.12 When compensation hereunder is in excess of \$25,000.00, the Subrecipient agrees to execute or cause the execution of a five (5) year lien as set forth in Exhibit BB, which shall contain the applicable requirements hereof against the building(s) to be rehabilitated in favor of the City from the Owner(s) of such property. In the event, that the property to be improved is leased by the Subrecipient, the Subrecipient shall have the Owner's Consent and Acknowledgment Affidavit executed as set forth hereto as an attachment to Exhibit CC. A copy of the lien shall be recorded with the Wayne County Register of Deeds.

7. PROCUREMENT

7.01 The Subrecipient agrees to adhere to the requirements for procurement in 2 CFR Part 200, and the City's procurement requirements regarding the procurement of goods or services using CDBG-DR funds in whole or in part. All procurement transactions shall be conducted in a manner that provides maximum open and free competition consistent with applicable requirements of 2 CFR 200.317-326, and 2019 Detroit City Code, Section 17-5-1 *et seq.* Provided, however, pursuant to 2 C.F.R. 200.319(c), the Detroit equalization credits found at Section 17-5-12 of the Detroit City Code shall not be used. The Subrecipient will remain fully obligated under the terms and conditions of this Agreement.

7.02 The Subrecipient may not award or permit an award of a contract to a party that is debarred, suspended or ineligible to participate in a Federal program. The Subrecipient must verify that any

contractors are not excluded, disqualified or otherwise ineligible, following suspension and debarment requirements, and performing a SAM.gov check. Documentation of debarment checks and SAM.gov checks should be generated for all cases, and staff shall maintain documentation of these verifications in the procurement file for records retention and submit a copy to their program manager prior to procuring the entity.

7.03 The Subrecipient must establish written selection procedure for procurement transactions, and the procedures must be adequate to ensure fair pricing and to avoid the purchase of unnecessary or duplicate items (2 CFR 200.318(d)). The procurement procedures shall not restrict or eliminate competition.

7.04 The Subrecipient agrees that the City shall not honor any reimbursement request from the Subrecipient without sufficient documentation of its procurement process.

7.05 The Subrecipient agrees to purchase only eligible goods & services as specified under this agreement to qualify for reimbursements. The Subrecipient shall obtain written approval for any travel outside the metropolitan area with funds provided under this Agreement.

7.06 Acquisition cost of goods or services of Ten Thousand Dollars (\$10,000) and above must be procured through written purchase orders, with a minimum of three (3) quotes to ensure proper cost reasonableness

7.07 This agreement may be terminated if the Subrecipient fails to show documentations for its procurement procedures upon request by the City or HUD local office. The Subrecipient agrees and avers that the Subrecipient, its Employees nor its Subcontractors are subject to debarment, suspension or determination of ineligibility by HUD, and acknowledges that the City is relying upon this declaration.

7.08 Cost/price analysis must be conducted for procurements over the Simplified Acquisition Threshold (\$250,000) unless state/local policies set a lower threshold. To ensure compliance with cost and price analysis requirements, it is important for the subrecipient to a) develop a cost estimate before the procurement, prior to receiving any competitive bids and b) ensure that the procurement receives multiple bids. If the procurement received sufficient responsible offers to demonstrate cost reasonableness through adequate price competition and the price is comparable to the initial cost estimate, no additional price analysis is required. If the procurement is over the current Simplified Acquisition Threshold (or a lower City threshold) AND did not receive sufficient responsible offers to demonstrate cost reasonableness through competition (i.e., sole source, lack of response), the subrecipient will need to negotiate a fair and reasonable price with the bidder. The price will be based on previous costs incurred for similar items and/or actual costs previously incurred by the same bidder.

- Cost Analysis: A cost analysis is proof that the expenditure is (1) allowable, (2) reasonable, and (3) allocable. It is important to prepare this analysis prior to receiving competitive bids for the procurement. Please see Exhibit Y for a Cost Analysis template.
- Price Analysis: A price analysis is simply to shop around and compare prices, an evaluation of the proposed price without accounting for other cost factors (24 CFR 85.36(f), 2 CFR 200.323). Results should always be documented. Please see Exhibit Z for a Price Analysis template.

7.09 Informal procurement methods. When the value of the procurement for property or services under a Federal award does not exceed the Simplified Acquisition Threshold (SAT), or a lower threshold established by the City, formal procurement methods are not required. The Subrecipient may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:

(1) ***Micro-purchases***

(i) ***Distribution***. The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (See the definition of *micro-purchase* in section below. To the maximum extent practicable, the Subrecipient should distribute micro-purchases equitably among qualified suppliers.

(ii) ***Micro-purchase awards (up to \$10,000)***. Micro-purchases may be awarded without soliciting competitive price or rate quotations if the Subrecipient considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the non-Federal entity.

(iii) ***Micro-purchase thresholds***. The City is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the City entity must be authorized or not prohibited under State, local, or tribal laws or regulations. The City may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with paragraphs (a)(1)(iv) and (v) of this section.

(iv) ***Non-Federal entity increase to the micro-purchase threshold up to \$50,000***. The City may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The City may self-certify a threshold up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding agency and auditors in accordance with § 200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:

(A) A qualification as a low-risk auditee, in accordance with the criteria in § 200.520 for the most recent audit;

(B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,

(C) For public institutions, a higher threshold consistent with State law.

(v) ***Non-Federal entity increase to the micro-purchase threshold over \$50,000***. Micro-purchase thresholds higher than \$50,000 must be approved by the cognizant agency for indirect costs. The non-federal entity must submit a request with the requirements included in paragraph (a)(1)(iv) of this section. The increased threshold is valid until there is a change in status in which the justification was approved.

(2) ***Small purchases*** -

(i) **Small purchase procedures.** The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the City.

(ii) **Simplified acquisition thresholds.** The City is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk and its documented procurement procedures which must not exceed the threshold established in the FAR. When applicable, a lower simplified acquisition threshold used by the City must be authorized or not prohibited under State, local, or tribal laws or regulations.

Definitions:

Micro-purchase means an acquisition of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold.

Micro-purchase threshold means \$10,000, except it means -

(1) For acquisitions of construction subject to 40 U.S.C. chapter 31, subchapter IV, Wage Rate Requirements (Construction), \$2,000;

(2) For acquisitions of services subject to 41 U.S.C. chapter 67, Service Contract Labor Standards, \$2,500;

(3) For acquisitions of supplies or services that, as determined by the head of the agency, are to be used to support a contingency operation; to facilitate defense against or recovery from cyber, nuclear, biological, chemical or radiological attack; to support a request from the Secretary of State or the Administrator of the United States Agency for International Development to facilitate provision of international disaster assistance pursuant to 22 U.S.C. 2292 et seq.; or to support response to an emergency or major disaster (42 U.S.C. 5122), as described in 13.201(g)(1), except for construction subject to 40 U.S.C. chapter 31, subchapter IV, Wage Rate Requirements (Construction) (41 U.S.C. 1903)

(i) \$20,000 in the case of any contract to be awarded and performed, or purchase to be made, inside the United States; and

(ii) \$35,000 in the case of any contract to be awarded and performed, or purchase to be made, outside the United States.

8. AUDITS, MONITORING, RECORD KEEPING TRACKING AND REPORTS

8.01 **Audits:** The Subrecipient will submit to the City a copy of its annual audit report for each year during which this Agreement is in force, and in accordance with the requirements under 2 CFR 200. The Subrecipient shall also provide for an independent audit, as requested and required.

The Subrecipient shall establish and maintain a system of accounting and internal controls that comply with generally accepted accounting principles and all federal, state, and local accounting principles and governmental accounting and financial reporting standards that are applicable to federal, state and/or local grants, awards, and or contracts.

8.02 The Subrecipient 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, HUD, and the Comptroller General of the United States, at all reasonable times. The Subrecipient 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 Subrecipient shall keep full and complete records documenting all Services performed or payments made under this Agreement including, but not limited to, records of all activities performed pursuant to this Agreement and all financial records associated therewith. The Subrecipient shall require compliance with this Article in all agreements with Subcontractors and sub-Subrecipients 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. Any deficiencies noted in any audit report related to this Agreement must be fully cleared by the Subrecipient of the notice of the deficiency within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payment. All access rights to Records, which are set forth in this Section, shall survive the expiration or effective termination date of this Agreement and shall last at least as long as the record retention period specified in Section 8.04 hereof.

8.03 Nothing contained herein shall be construed or permitted to operate as any restriction upon the power granted to the City Council by the Detroit City Charter to audit and allow all accounts chargeable against the City. 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 Subrecipient and any Subcontractors or sub-Subrecipient's rendering Services under this Agreement whether direct or indirect which will permit adequate evaluation of the cost or pricing data submitted by the Subrecipient. The Subrecipient shall include or cause to be included a similar covenant allowing for City and Federal audit and monitoring in all Subcontractors and sub-Subrecipient's contracts 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 Subrecipient pending the results of any such audit or monitoring without penalty or interest.

8.04 **Records Retention:** All financial Records pertinent to this Agreement shall be kept in accordance with generally accepted accounting practices and with the Federal regulations at 2 CFR 200.302 "Financial Management." The Subrecipient shall keep a property inventory for all property purchased in whole or in part with CDBG-DR funds consistent with all Federal property management requirements and with all other applicable terms of this Agreement, as provided in Exhibit C.

The Subrecipient shall maintain all records in accordance with 24 CFR 570.503(7) and 24 CFR 570.506 for the purpose of determining compliance with the requirements of this Agreement. All records shall be retained for not less than three (3) year after final completion of the Services under this Agreement or when the Subrecipient 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. The Subrecipient shall follow the retention requirements under § 200.333 (Retention requirements for records); § 200.334 (Request for transfer of records); § 200.335 (Methods for collection); § 200.336 (Access to records), and § 200.337 (Restriction on public access to records).

8.05 **Monitoring:** The Subrecipient agrees to allow representative(s) of the City to make periodic inspections for the purpose of ascertaining that the Subrecipient is properly performing the Services set forth in Exhibit A. Such inspections shall be made at any time during normal business hours of

the Subrecipient. If during such inspections, the representative(s) of the City and/or representatives of HUD should note any deficiencies or substandard performance in the compliance of this Agreement, such deficiencies or substandard performance will be reported promptly to the Subrecipient in writing. The Subrecipient agrees to promptly remedy and correct any such reported deficiencies within ten (10) days of notification by the City. If action to correct such deficiencies or substandard performance is not taken by the Subrecipient within a reasonable time in the City's discretion, and after being notified by the City, contract suspension or termination procedures will be initiated.

8.06 **Tracking and Reports:** The Subrecipient shall prepare, complete and submit performance reports and other information to the City in order to demonstrate compliance with the applicable regulations and requirements outlined in Exhibit E. Failure to timely prepare and submit the required reports and documents will constitute a breach of performance and may lead to suspension and/or termination of this Agreement.

8.07 In addition to the above reporting requirements, the Subrecipient 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.

The Subrecipient shall be governed by the financial responsibility requirements set forth in Article 6, 7 and 8 of this Agreement.

8.08 **Client Data.** During the term of this Agreement, if the Subrecipient collects or has access to any Data (any and all information, including, but not limited to Personal Information, any of the City's information and any other information uploaded or transmitted to or stored by the City of the Contractor pursuant to this Contract), the following provisions shall apply:

- a. The Subrecipient acknowledges that the Data created on behalf of the city is solely owned by the City.
- b. The Subrecipient further acknowledges and agrees that it shall not access, use, disclose, sell, rent, transfer or copy the Data for any purpose (or authorize or permit a third party to perform such acts). Except as may be necessary to fulfill its obligations under this Agreement, the Subrecipient is not permitted access to the Data for any purpose. The Subrecipient is prohibited from using, transferring or disclosing any of the Data without specific written approval from the City. The Subrecipient hereby acknowledges that it does not currently have, nor will it ever have, a property interest in the Data and may not assert a lien or right to withhold Data from the City.

In such cases where client data is collected, the Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Subrecipient's responsibility with respect to Services provided under this Agreement, is prohibited, unless written consent is obtained from such person receiving service, and in the case of a minor, that of a responsible parent or guardian.

8.09 **Close-outs.** The Subrecipient's obligations under this Agreement shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but not limited to: making final payments, disposing of program assets (including the return of all unused material, equipment, unspent funds, program income balances, and accounts), and determining the custodianship of records. Notwithstanding the forgoing, the terms of this Agreement shall remain in

effect during any period that Subrecipient has control over CDBG-DR funds, including program income, but shall not extend beyond ninety (90) days after the termination date of this Agreement.

9. COMPLIANCE WITH FEDERAL AND LOCAL LAWS, RULES, AND SECURITY REGULATIONS

9.01 The Subrecipient shall comply, and shall require all Employees, Subcontractors, and sub-Subrecipients 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 Service rendered externally; where applicable and where not prohibited by state or Federal law, all applicable City of Detroit Human Rights requirements, including without limitation 2019 Detroit City Code, Section 23-1-1 et. seq.; and all assurances and regulations pursuant to Title I of the Housing and Community Development Act of 1974, as amended; HUD's implementary regulations at 24 CFR Part 570; 2 CFR Part 200, as applicable; cost principles applicable to all requirements imposed by the City on the Subrecipient due to the City's obligations under 24 CFR 570, and 2 CFR Part 200 or the applicable CDBG-DR provision as found under (1) Subpart B "General", (2) Subpart C "Pre-Federal Award Requirements and Contents of Federal Awards," and (3) Subpart D "Post Federal Award Requirements, "Federal Register Notice 6489-N-01 and other related statutes and regulations.

9.02 **Lead Based Paint and Other Environmental Concerns.** The Subrecipient 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", as applicable, and the regulations found at 24 CFR 570.605, "National Flood Insurance Program", as applicable; however, the Subrecipient shall not assume the City's environmental responsibilities described at 24 CFR 570.604 and the Subrecipient shall not assume the City's responsibility for initiating the environmental review process under the provisions of 24 CFR Part 52.

9.03 **CDBG-DR Acquired Property.** The Subrecipient shall use any real property under the control of the Subrecipient, that was acquired or improved in whole or in part with CDBG-DR funds in excess of \$25,000, in such a manner so that such use, for at least five (5) 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-DR funds for acquisition of, or improvement to, the property. The City may, at its sole option, waive reimbursement after the five (5) year period mentioned above in this paragraph, only if all national objectives have been met during the five (5) year period.

In the event that, pursuant to the regulations at 24 CFR 570.503(b)(7), the Subrecipient is required to ensure that any real property that was acquired or improved, in whole or in part, with CDBG-DR funds in excess of \$25,000, shall be used and/or disposed of in compliance with 24 CFR 570.503(b)(7), then the Subrecipient shall comply with all requirements of this Agreement applicable to use and/or disposition of such real property, including record keeping requirements, for five (5) years after the expiration or termination of this Agreement.

9.04 **EEOC, Davis-Bacon Act and Related Statutes.** If this Agreement is for construction and the compensation exceeds \$10,000, the Subrecipient 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), for the promotion and insuring of equal opportunity for all persons, without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin, employed or seeking employment with government contractors or with contractors performing under federally assisted construction contracts. In the event, the construction contracts exceed \$2,000 in federal assistance, and involves the employment of laborers and/or mechanics to perform the work, the Subrecipient shall comply with the requirements of 29 CFR Part 1, 29 CFR Part 5.1 entitled “**Davis-Bacon Act**”, which provides for the payment of minimum wages, including fringe benefits, and related statues listed in Appendix A to Part 1. The Subrecipient shall comply with 29 CFR Part 3 entitled “**Copeland “Anti-Kickback” Act**”, which apples to any contract that is subject to Federal wage standards and which is involves the construction, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by federal loans or grants.

Except in contracts exempted in accordance with Executive Order 11246, all federally funded contractor, subrecipient and subcontractor shall agree as follow:

1. Will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor, subrecipient and subcontractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor, subrecipient and subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. Will, in all solicitations or advancements for employees placed by or on behalf of the contractor, subrecipient and subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. Will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee’s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor’s legal duty to furnish information.
4. Will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers’ representative of the contractor’s commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. Will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. Will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor, subrecipient and subcontractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order NO. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. Will include the provisions of paragraph (1) through (8) in every contract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor, subrecipient and subcontractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States. [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 37 FR 14303, 3 CFR, 1966 – 1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971]

9. Will 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 at 2 CFR Part 200 Appendix A, Sections 1-4 thereof and shall report any noncompliance to the Housing and Revitalization Department, as required by the 2 CFR 200 and regulations.

9.05 **Clean Air and Water.** If the compensation of this Agreement exceeds \$100,000, the Subrecipient 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 non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The Subrecipient shall report all violations to HUD, to the USEPA Assistant Administrator for Enforcement (EN-329), and to the City.

9.06 The Subrecipient 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).

9.07 **CDBG-DR Contract Compliance.** The Subrecipient 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 2 CFR 200.326, including without limitation those set forth in Appendix II of Part 200, as applicable, including, but not limited to:

- a. maintain written standards of conduct for conflicts of interest, or organizational conflicts of interest, pursuant to 2 CFR 200.318; organizational conflict of interest is defined as a

situation in which the nature of work under this Agreement and the Subrecipient's organizational, financial, contractual or other interests are such that:

- b. award of the contract may result in an unfair competitive advantage; or
- c. the Subrecipient's objectivity in performing the contract work may be impaired.
- d. encourage intergovernmental or inter-agency agreements to procure common goods and services, as described in 2 CFR 200.29 and 2 CFR 200.318;
- e. the Subrecipient shall, when conducting procurement, use fair and reasonable methodology to avoid state or local preferences, as described in 2 CFR 200.319.

9.08 **Lobbying.** The Subrecipient 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 Subrecipient and all parties at lower tiers, including sub-Subrecipient's, 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 Subrecipient and from all affected parties, including but not limited to the parties at all lower tiers, is attached to this Agreement as Exhibit O. The meaning of the terms in this Section and in said certification shall be construed pursuant to the definitions of said terms as they are defined in the Lobbying Rule. The Subrecipient 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 Subrecipient 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 are applicable, irrespective of the amount of said compensation.

9.09 **Records Compliance.** The Subrecipient shall comply with the requirements of the HUD Reform Act of 1989, as set forth in the Federal regulations located at 24 CFR Part 4, as applicable in regard to all applications received by the Subrecipient 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.

9.10 **Religious Activities.** The Subrecipient shall comply with all federal requirements regarding separation of church and state as provided in Exhibit P. The Subrecipient warrants that the Services

being provided with grant funds are not used to support any inherently religious activities, such as worship, religious instruction, or proselytization or other sectarian purposes

In addition to, and not in substitution for, other provisions of this Agreement regarding the provision of with CDBG-DR funds, pursuant to Title I of the Housing and Community Development Act of 1974, as amended, the Subrecipient:

1. Agrees that, in connection with the CDBG-DR funded services being provided:
 - a) it will not discriminate against any employee or applicant for employment on the basis of religion; and will not limit employment to persons on the basis of religion; and will not limit such services or give preference to persons on the basis of religion;
 - b) it will not discriminate against any person applying for any CDBG-DR funded eligible activity or give preference to persons on the basis of religion;
 - c) it will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such assisted with federal funds;
 - d) the funds received under this Agreement shall not be used to construct, rehabilitate, or restore any facility (including historic preservation and removal of architectural barriers) of structures to be used for religious purposes or which will otherwise promote religious interests, unless the CDBG-DR funds will be used for a wholly secular purpose as described under 24 CFR 570.200(j), unless the grant funds will be used for wholly secular purpose as described under 24 CFR 570.200 (j) and 24 CFR 5.109;
 - e) the portion of the facility used to provide assisted in whole or in part under this Agreement shall contain no religious symbols or decorations; and

Provided that, minor repairs may be made if such repairs are directly related to the CDBG-DR Services, are located in a structure used exclusively for non-religious purposes, are budgeted herein, and constitute in dollars terms only a minor portion of the CDBG-DR expenditure for the services.

9.11 **Drug-Free Workplace.** The Subrecipient shall maintain a drug-free workplace in accordance with the requirements of 2 CFR 182. The Subrecipient shall certify and carry out the drug-free workplace requirements

9.12 **Environmental Review.** Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the City of Detroit of a “Release of Funds” from the U.S. Department of Housing and Urban Development under 24 CFR Part §58. The parties further agree that the provision of any funds to the project is conditioned on the City of Detroit’s determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review. In addition, the Subrecipient or subcontractor is prohibited from undertaking or committing any funds to physical or choice-limiting actions, including, but not limited to, property acquisition, demolition, movement, rehabilitation, conversion, repair or construction prior to the environmental clearance. Violation of this provision may result in the denial of any funds under this Agreement.

(1) **Pre-development Environmental Review:** Environmental review is required for pre-development costs as defined by 24 CFR Part 58.36(6), “including legal, consulting, developer and other costs related to obtaining site options, project financing, administrative costs and fees per loan commitments, zoning approvals, and other related activities which do not have a physical impact.” No construction or Choice Limiting Actions as defined in 24 CFR Part 58.22 will occur during the pre-development phase of the project. A second environmental review must be completed once a complete scope of work is established for the rehabilitation project at the Site. The environmental review includes an appropriate Certification signed by the Certifying Officer or the Authority to Use Grant Funds (AUGF) from HUD is received for the entire scope of construction work. This Certification or AUGF must be received prior to increasing funding or amending agreements with the sub-recipient to allow for construction costs for rehabilitation activities.

9.13 **Women and Minority-Owned Businesses (W/MBE).** The Subrecipient shall comply with 2 CFR 220.321(b) (1) through (5) to assure that minority business, women’s business enterprise, and labor surplus area firms are used when possible when the Subrecipient procures property or services under this Agreement.

9.14 **Hatch Act.** The Subrecipient shall comply with all provisions of the Hatch Act and that no part of the activity will involve political activities, nor will personnel employed in the administration of the activity be engaged in activities in contravention of Title V, Chapter 15, of the United State Code.

9.15 **American with Disabilities Act “ADA”.** Title II of the ADA prohibits discrimination against persons with disabilities in all services, programs, and activities made available by State and local governments. The Department of Justice (DOJ) has coordination authority for the ADA in accordance with Executive Order 11250. The DOJ regulations cover all State and local governments and extend the prohibition of discrimination in Federally- assisted programs established by Section 504 of the Rehabilitation Act of 1973 to all activities of State and local governments, including those that do not receive Federal financial assistance. HUD is the designated agency for all programs, services and regulatory activities relating to State and local public housing, and housing assistance and referrals. In addition, HUD has jurisdiction over a State or local government activity when HUD has jurisdiction under Section 504 of the Rehabilitation Act of 1973.

9.16 **The Architectural Barrier Act of 1968.** The Architectural Barriers Act (ABA) requires buildings and facilities that are constructed by or on behalf of, or leased by the United States, or buildings financed, in whole or in part, by a grant or loan made by the United States to be accessible to persons with mobility impairments. The Architectural and Transportation Barriers Board (ATBCB) has coordination authority for the ABA.

9.17 **Section 504 or the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and implementing regulation at 24 CFR 8.** Section 504 of the Rehabilitation Act of 1973 prohibits discrimination against persons with disabilities in any program or activity receiving Federal financial assistance. In addition, it is the policy of HUD that all electronic information and communications technology used in HUD-assisted programs must be accessible to individuals with disabilities. Section 504 and the ADA also require such electronic information and communications to be accessible to ensure effective communication. For specific requirements for accessible electronic

information and communications technology, please see HUD's policy implementing Section 508 of the Rehabilitation Act.

9.18 **Age Discrimination**. The Age of Discrimination Act of 1975, prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance, directly or through contractual, licensing, or other arrangements use age distinctions or take any other actions which have the effect, on the basis of age of: (a) excluding individuals from denying them the benefits subjecting them to discrimination under, a program or activity receiving Federal financial assistance; or (b) denying or limiting individuals their opportunity to participate in any program or activity receiving Federal financial assistance.

9.19 **Uniform Relocation Act**. The Uniform Act, passed by Congress in 1970, is a federal law that establishes minimum standards for federally funded programs and projects that require the acquisition of real property (real estate) or displace persons from their homes, businesses, or farms. The Uniform Act's protections and assistance apply to the acquisition, rehabilitation, or demolition of real property for federal or federally funded projects. Government wide regulations that implement URA can be found at 49 CFR Part 24.

9.20 **OSHA**. Congress passed the Occupational and Safety Health Act to ensure worker and workplace safety. Their goal was to make sure employers provide their workers a place of employment free from recognized hazards to safety and health, such as exposure to toxic chemicals, excessive noise levels, mechanical dangers, heat or cold stress, or unsanitary conditions.

9.21 **Section 3 Clause**. The Subrecipient 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 75, which implement Section 3. All Section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause):

9.22 **Domestic Preferencing**. Except to the extent that the City issues a written waiver thereof, the Subrecipient shall comply, and shall ensure that all of its Subcontractors comply, with all applicable domestic preference requirements, including but not limited to:

1. **Buy America**. The domestic preference procurement requirements of 49 U.S.C. § 5323(j), and HUD regulation, "Buy America Requirements," 49 CFR Part 661, to the extent consistent with 49 U.S.C. § 5323(j).
2. **Build America, Buy America Act**. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Housing and Urban Development and the City.

9.23 **Flood Disaster Protection**. The Subrecipient shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a. Additionally, the Subrecipient shall comply with Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement, or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood

insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements. More information about these requirements is available in the Federal Register notices governing the CDBG-DR award.

9.24 Federal and Local Labor Standards. The Subrecipient shall require that all contract language required by: (1) by regulations at 2 C.F.R 200.326, including without limitation those set forth in Appendix A of said Part 200, which includes but is not limited to all labor standards provisions in Section 1-4 of said Appendix A, and, (2) by City of Detroit Executive Order 2021-2, when applicable, be included in all construction contracts and subcontracts for construction performed with assistance provided under this Agreement, unless such construction work is not subject to the requirements of said language. The Subrecipient shall comply with said requirements unless the City notifies the Subrecipient in writing of any exception to applicability of said requirements. In the event of any dispute between the Subrecipient and the City as to whether construction work performed under this Agreement is or is not subject to said requirements, the determination of the City shall govern. In the event that the Subrecipient should directly employ workers on actual construction, the Subrecipient shall comply with (1) all Federal Labor Standards applicable to the employment of such workers.

The Contractor shall monitor all construction work performed under this Agreement for compliance with all applicable Federal Labor Standards, including those described at 2 C.F.R Part 200 Appendix A, Sections 1-4 thereof, and, if applicable, and shall report any noncompliance to the Housing and Revitalization Department, as required by 24 C.F.R 570, and 2 C.F.R 200, and shall comply with all federal, state and local executive orders, rules, ordinances and regulations.

24 CFR 75 – Section 3 Clause

A. The work to be performed under this Contract is subject to the requirements of Section 3 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 75, 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 Part 75 regulations.

C. The Subrecipient and subcontractors 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 Subrecipient and subcontractors agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, 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 75. The contractor will not subcontract with any subcontractor where the contractor has received notice or has knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

E. The Subrecipient and subcontractors 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 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.

F. Noncompliance with HUD's regulations in 24 CFR Part 75 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).

H. The Subrecipient and subcontractor agrees to comply with the recordkeeping and reporting requirements found at 24 CFR § 75.15 and 24 CFR § 75.31. The contractor is required to maintain documentation to demonstrate compliance with the regulations and is responsible for requiring their subcontractors to maintain or provide any documentation that will assist the City in demonstrating compliance, including documentation that shows hours worked by Section 3 and Section 3 Targeted workers. The Subrecipient and subcontractor may also be required to meet additional requirements as outlined in the Housing and Revitalization Department Section 3 Programs Policy and 24 CFR Part 75.

10. FAIR EMPLOYMENT PRACTICES, NON-DISCRIMINATION REQUIREMENTS AND DENIAL OF SERVICES

10.01 **Nondiscrimination.** The Detroit City Council hereby finds and declares that prejudice, intolerance, bigotry, discrimination, and the disorder occasioned thereby, threaten the civil rights and privileges of the people of the city and menace their institutions. The Civil Rights, Inclusion and Opportunity Department (“CRIO”) is authorize to investigate claims of discrimination, to prevent discrimination in: education, employment, medical care facilities, housing accommodations, commercial space, places of public accommodation, resort or amusement, or other forms of discrimination prohibited by law, based upon race, color, religious beliefs, national origin, age, marital status, disability, public benefit status, sex, sexual orientation, or gender identity or expression; to take such action as necessary to secure the equal protection of civil rights. (Detroit City Code, Section 23-2-1 *et. seq.*), and the responsibility to enforce the Americans with Disabilities Act (ADA), and Title VI of the Civil Rights Act of 1964, including the following:

- Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 CFR Part 100
- Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063 and implementing regulations at 24 CFR Part 107
- Nondiscrimination in Federally Assisted Programs - Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d-200d-4) and implementing regulations at CFR part 1
- Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing regulations CFR 146
- Nondiscrimination Based on Handicap in Federally Assisted Programs - Sections 504 of the Rehabilitation Act of 1973 (29 U. S. C. 794) and implementing regulations at 24 CFR 8
- Executive orders 11246 and the regulations issued at 41 CFR Chapter 60
- Executive Orders 11625, 12432, and 12138

- H. Elliot-Larsen Civil Rights Act, Act No 453, MCL 37.2101 et. seq., Open Meetings Act, Michigan Public Acts of 1976, MCL 15.261 et. seq. as amended.

10.02 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., {Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112,87 Stat. 394, which states that no employee or client or otherwise qualified handicapped individual will be excluded from participation solely by reason of his or her handicap, will be denied the benefits of, or will be subjected to discrimination under any program or activity receiving Federal financial assistance,} 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, including Section 209) and the Michigan Handicappers Civil Rights Act (P.A. 1976 No. 220), the Subrecipient 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 race, color religion, 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. Also in performance of this Agreement, the Subrecipient shall comply with the Americans Disabilities Act of 1990, P.L. 101-336, 104 Stat. 328, which prohibits discrimination against individuals with disabilities and provides enforcement standards. The Subrecipient 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.

10.03 The Subrecipient agrees that it will notify, or cause to be notified, 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 in all contracts and/or subcontracts, as well as provide the City a copy of any contract upon request.

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

10.05 **Denial of services.** The Subrecipient shall not deny service to any person unless, in the reasonable judgment the Subrecipient, such person refuses to cooperate with program goals, creates conflict among the staff or other participants, abuses the program and/or is physically or verbally threatening to the Subrecipient staff or to participants. The Subrecipient shall provide the City with written notification of the full circumstances of each situation where it has found it necessary to deny services for these reasons.

11. CONFLICT OF INTEREST

11.01 The Subrecipient warrants that its participation in this Agreement will conform to the requirements of the **Detroit City Code, Section 2-5-34 “Disclosure by Contractors”, and all applicable Federal Regulations, including the Uniform Administrative Requirements (2 CFR 200.318) and Conflict of Interest (24 CFR 570.611)**, CDBG-DR regulations, and further warrants that such participation will not result in any Organizational Conflict of Interest (as defined herein).

11.02 In the event the Subrecipient has any conflict of interest as defined herein, the Subrecipient shall disclose to the City such conflict of interest fully in the submission of the proposal and/or

during the life of this Agreement.

11.03 The Subrecipient agrees that if he or she discovers any conflict of interest or potential conflict of interest with respect to this Agreement, he or she shall make an **immediate and full disclosure in writing to the Director of Housing and Revitalization Department or the HRD Program Manager**, which shall include a description of the action which the Subrecipient has taken or intends to take to eliminate or neutralize the conflict. The Housing and Revitalization Department may seek a waiver/exception from HUD or terminate this Agreement if it is in the best in of the City.

11.04 In the event the Subrecipient was aware of any conflict of interest or potential conflict of interest before the award of this Agreement and intentionally did not disclose the conflict, the Housing and Revitalization Department may terminate this Agreement for default, and/or be subject to debarment or other applicable penalties.

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

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

11.07 No employee of the City of Detroit, or member of the governing body of the City of Detroit or any other local government, and no other elected official of such locality or localities (the "Public Servant") who exercises any functions or responsibilities with respect to the project or services provided under this Agreement, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Agreement or the proceeds thereof. In the event, a conflict of interest or potential conflict of interest is discovered, the Public Servant shall make an immediate and full disclosure in writing to the Director of Housing and Revitalization Department and the Detroit Board of Ethics, which shall include a description of the conflict of interest and the actions taken or intends to take to eliminate or neutralize the conflict. The Housing and Revitalization Department may seek a waiver/exception from HUD or terminate this Agreement if it is in the best interest of the City.

11.08 The Detroit Board of Ethics reserves the discretion to determine the proper treatment of any conflict of interest disclosed under Detroit City Code Section 2-5-1 *et seq.*

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

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

the Subrecipient hereunder, the amounts of any such commission, percentage, brokerage or contingent fee.

12. INDEMNITY AND DAMAGES

12.01 The Subrecipient agrees to hold harmless, defend, and indemnify the City from and against any and all violations, liabilities, judgments, settlements, 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 arising from this Agreement:

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

The Subrecipient also agrees to hold harmless, defend, and indemnify 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 Subrecipient's performance, or that of its Associates under this Agreement.

12.02 The Subrecipient 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 Subrecipient agrees to hold the City harmless for any loss of such property and materials used by any such person pursuant to the Subrecipient's performance under this Agreement or which is in their possession.

12.03 In the event of any claim, action, or proceeding, by any third party against the City, arising from the performance of the Subrecipient, and/or its contractors, subcontractors and/or sub-Subrecipient's, hereunder, upon Notice from the City the Subrecipient shall pay for the full reasonable cost of the City defending such claims, actions or proceedings, and the Subrecipient 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.

12.04 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 Subrecipient under Workers Compensation Acts or other employee benefit acts. In addition, the Subrecipient agrees to hold the City harmless from the payment of any deductible on any insurance policy.

12.05 The Subrecipient agrees that this Article "Indemnity and Damages" shall apply to all matters described herein (whether the matter is litigated or not) which occur or arise between the Subrecipient or its Associates, and the City, and agrees to hold the City harmless there from as provided in this Article.

12.06 The Subrecipient shall hold 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 Article 9 and 10. The Subrecipient shall require as part of any contractual and/or sub-contractual

agreement entered into under this Agreement, that the Subcontractors or sub-Subrecipient comply with all such laws and regulations as are applicable to them hereunder and require them to perform in such a manner so as to allow the Subrecipient and the City to remain in compliance with such laws and regulations as apply to the Subrecipient and the City hereunder. The Subrecipient shall commit no trespass on any public or private property in performing any of the Services hereunder.

12.07 Notwithstanding anything to the contrary in this Agreement, Subrecipient's indemnification obligations set forth in this Agreement including, but not limited to, those described in this Article shall survive the termination of this Agreement.

12.08 **Liquidate Damages.** The Subrecipient shall pay to the City, as liquidated damages, one hundred dollars (\$100) for each calendar day that any task deliverable required is late until deemed in compliance subject to a maximum of one thousand dollars (\$1,000.00) established in this Agreement between the City and Subrecipient, in accordance with Exhibit, A Scope of Services. Said sum, in view of the difficulty of accurately ascertaining the loss with which City will suffer by reason of delay in the completion of the Services hereunder, is hereby fixed and agreed as the liquidated damages that the City will suffer by reason of such delay. Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the City's right to indemnification, or the Subrecipient's obligation to indemnify the City pursuant to this Agreement, or to any other remedy provided for in this Agreement or by law. Liquidated damages may be assessed at the sole discretion of the City. For the purposes of applying and calculating such liquidated damages, a grace period of ten (10) days shall be observed. The City may deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages due to the City per the above formula above, the Subrecipient shall be liable to pay the difference.

13. INSURANCE

13.01 The Subrecipient shall maintain, during the term of this Agreement the following insurance:

- a. **Worker's Compensation Insurance** for Employees which meets the State of Michigan's statutory requirements and Employer's Liability Insurance with minimum limit of **FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00)** each accident, person and disease. The Subrecipient 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.

- (1) Workers Compensation and Employers Liability Insurance will only be required for those Subrecipient's which employ or will employ one or more employees during the term of this agreement (including any amendment or extension). If a Subrecipient has no employees and will not have any during the term of this Agreement, it shall so certify on a form prescribed by the Housing and Revitalization Department, which shall be attached to this agreement as **Exhibit Q**.

- (2) Any Subrecipient which has provided such a certification and which later (but still during the term of this Agreement) intends to employ one or more persons, must provide the City notice of its intention at least thirty (30) days prior to employing any such person. Along with such notice, or as soon thereafter as may be feasible within the judgment of the Housing and Revitalization Department, the Subrecipient shall

provide the City with satisfactory evidence of Workers Compensation and Employers Liability Insurance, which complies with the terms of subparagraph a, above.

b. **Commercial General Liability Insurance**, which conforms to the following minimum requirements:

- (1) Names the “**City of Detroit**,” as its respective interest may appear **as an additional insured**.
- (2) The **policy** limits shall be **ONE MILLION DOLLARS (\$1,000,000.00)** each occurrence; **TWO MILLION DOLLARS (\$2,000,000.00)** minimum aggregate.
- (3) The policy shall include coverage for independent contractor’s 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 combined single limit of **ONE MILLION DOLLARS (\$1,000,000.00)** per occurrence.

(1) Automobile Liability Insurance covering owned automobiles will only be required for those Subrecipient's which own or will own, one or more automobiles during the term of the agreement (including any amendment or extension). If a Subrecipient does not own an automobile and will not have any during the term of this agreement, it shall so certify on a form prescribed by the Housing and Revitalization Department, which shall be attached to this agreement as an Exhibit R.

(2) Any Subrecipient which has provided such a certification and which later (but still during the term of this Agreement) intends to acquire one or more automobiles, must provide the Department notice of its intention at least thirty (30) days prior to taking title to any such automobile. Along with such notice, or as soon thereafter as may be feasible within the judgment of the Housing and Revitalization Department, the Subrecipient shall provide the Department with satisfactory evidence of insurance, including owned auto coverage, which complies with the terms of subparagraph c, above.

d. The Subrecipient shall obtain sufficient **Fidelity Bonds** or other similar dishonesty protection insurance to protect grant funds from loss due to theft, fraud and/or undue physical damage such fidelity bonding or dishonesty protection shall cover employees in an amount equal to the cash advances from the City, as provided in Exhibit C attached hereto.

e. **Performance and Payment Bonds** - Subrecipient shall ensure that all sub-contractors maintain a performance bond and payment bond for one hundred (100%) percent of the subcontract price. Subrecipient shall provide the City evidence of such coverage prior to the performance of the rehabilitation project.

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

13.03 If during the term of this Agreement, changed conditions or other pertinent factors should in reasonable judgment of the City render inadequate the insurance limits, or types of coverage, the Subrecipient shall furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be affected at the Subrecipient's expense, 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.

13.04 Certificates of Insurance evidencing the required insurance coverage shall be submitted by the Subrecipient at the time it executes this Agreement or at such later time, prior to the commencement of any services under this agreement, as may be appropriate within the judgment of the City. Any agreement by the City to a delayed submission of insurance certificates shall be evidenced by a form prescribed by the City and signed by the project manager which shall be attached to this Agreement as an Exhibit. All policies shall name the Subrecipient 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 comprehensive liability insurance certificate and policy shall name the additional insured required by Section 13.01 b (1) hereof. Certificates of Insurance evidencing all required coverage's shall be submitted to the Office of the Chief Financial Officer, **Office of Contracting and Procurement, Suite 1008, Coleman A. Young Municipal Center, Detroit, Michigan 48226** prior to the commencement of performance under this Agreement and at least fifteen (15) days prior to the expiration dates of expiring policies.

13.05 The Subrecipient shall cause all contracts and subgrants under this Agreement which are between the Subrecipient and its contractors, including subcontracts at lower tiers, and all sub-grants, if any, to require that the contractors, subcontractors, and subgrantees, if any, shall maintain all of the insurance required by this Article and that the liability insurance shall name as an additional insured the City as defined in Section 13.01 b. (1).

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

13.07 In addition to the above requirements, the Subrecipient shall, if applicable, comply with the bonding and insurance requirements set forth in 2 CFR 200; specifically, 2 CFR 200.326, including without limitation those regarding bonding insurance.

13.08 Future Increase in Coverage. The Subrecipient shall, upon the request of the City, provide additional insurance and/or increase the coverage amounts described in the preceding sections to be consistent with general insurance requirements of the City and HUD, as established from time to time by the OCFO-Office of the Controller, Compliance and Risk Management, or HUD or successor agency fulfilling substantially the same function, provided that such insurance is commercially available. Any such increase in coverage shall be required upon expiration of the insurance policy then in effect, or one year from the date the City notifies the Subrecipient of the requirement of additional or increased coverage, whichever occurs earlier.

14. TERMINATION AND REVERSION OF ASSETS

14.01 The City may terminate this Agreement for cause upon giving written notice of termination to the Subrecipient at least twenty-four (24) hours before the effective date of the termination, should the Subrecipient: (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 Subrecipient shall be liable to the City for any damages it sustains by virtue of this Subrecipient'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 Subrecipient for the purpose of setoff until such time as the exact amount of damages due to the City from the Subrecipient is determined. It is expressly understood that the Subrecipient 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 Subrecipient shall be liable to the City for any costs occasioned to the City, thereby.

14.02 In accordance with 2 CFR Part 200 Subpart D, the City or the Subrecipient may terminate this Agreement without cause or for convenience at any time, without incurring any further liability whatsoever, other than as stated in this Article, by giving written notice 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 Subrecipient 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 Subrecipient, the Subrecipient shall not be entitled to any compensation for the Services so performed. This Section is subject to the maximum sum payable provision in Section 5.01.

14.03 After receipt of a Notice of Termination and except as otherwise directed by the City, the Subrecipient shall:

- a. Stop work under the Agreement on the date and to the extent specified in the Notice of Termination;
- b. Obligate no additional CDBG-DR funds for payroll costs and other costs beyond such date as the City shall specify except as necessary and with written approval from the City, 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 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 the Project (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 Subrecipient has incurred financial obligations pursuant to this Agreement (if any), and a listing of all subcontractors, if any.

14.04 Upon completion or other termination of this Agreement, (1) all finished or unfinished original documents or copies (when originals are unavailable) data, studies, surveys, drawings, maps, models, photographs, files, intermediate materials, supplies, notes, reports or other materials (herein collectively called the "Work Product") prepared by the Subrecipient under this Agreement or in anticipation of this Agreement, and (2) all property, including without limitation, all materials, supplies, and equipment, which were/was purchased by the Subrecipient on a cost basis hereunder and which has not been consumed in the normal and proper performance by the Subrecipient hereunder as of the effective date of the Notice of Termination or the expiration date hereof, shall become the sole and exclusive property of the City, whether or not in the Subrecipient's possession, free from any claim or retention of rights thereto on the part of the Subrecipient, except as herein specifically provided, and shall promptly be delivered to the City upon the City's request and the City shall return all Subrecipient's properties to it. The Subrecipient acknowledges that any intentional failure or intentional delay on its part to deliver the Work Product to the City may cause irreparable harm to the City, if not adequately compensable in damages and for which the City has no adequate remedy at law the Subrecipient accordingly agrees that the City shall in such event seek and obtain injunctive relief in a court of competent jurisdiction and compel delivery of the Work Product the Subrecipient hereby consents to as well as all applicable damages and costs. The City shall have full and unrestricted use of the Work Product for the purpose of completing the Project. In regard to the property so purchased on a cost basis, the City may at its sole option setoff against any Agreement payments due to the Subrecipient hereunder, the actual amount(s) which had been reimbursed by the City to the Subrecipient for the cost(s) of all such property acquired on a cost basis less the amount as determined by the City for any such property delivered to the City.

14.05 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.

14.06 In accordance with the Federal regulations at 2 CFR Part 200 Subpart D, the City may suspend or terminate this Agreement if the Subrecipient 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 2 CFR Part 200. 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 14.01, 14.02, 14.03, 14.04, and 14.05 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.

14.07 It is understood by the parties hereto that Federal regulations require that this Agreement remain in force for so long as the Subrecipient has control over CDBG-DR 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 Subrecipient shall comply with all requirements of this Agreement for a period which shall extend beyond the expiration date and/or termination date of this Agreement for so long as the Subrecipient shall continue to maintain control over such funds.

15. PROCEDURES FOR FILING AN APPEAL

15.01 In the event that the Subrecipient disagrees with the decision of the City concerning the following:

1. Bias, discrimination or conflict of interest on the part of the City;
2. City's claim of Subrecipient's failure to comply with the procurement process;

3. City's claim of Subrecipient's errors in computing reimbursement payment requests;
4. City's denial of payments due to Ineligible expenses; City's denial of contract/agreement amendment request;
5. City's denial of contract modification request; and/or,
6. City's claim of Subrecipient's failure to comply any other City/HUD regulations or procedures described in the agreement.

The Subrecipient may file a written appeal of that determination with the City. All appeals must state the grounds for the appeal with specific facts and complete statements of the action(s) being appealed. Appeals must include a description of the relief or corrective action sought. Appeals will be rejected, as without merit, if they address non-procedural issues such as:

1. A program manager's professional judgment on the administration of this Agreement, and
2. The City's assessment of its own and/or other agencies needs requirements.

15.02 All appeals must be submitted in writing, and addressed and mailed or hand delivered to the Housing and Revitalization Director:

Director
Housing and Revitalization Department
Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 908
Detroit, MI 48226

E-mails or fax copies will not be accepted.

15.03 All appeals must be signed by the appealing party or authorized agent and must include return address and telephone number of the appealing agency. Appeals regarding Subrecipient's agreement can be made any time after this Agreement has been approved by the City of Detroit.

15.04 Appeals that do not follow this procedure will not be considered. This appeal procedure will be the only administrative remedy available to organizations having approved Subrecipient Agreements with the City of Detroit.

16. ASSIGNMENT, CONTRACTING, OR SUBCONTRACTING

16.01 The Subrecipient 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 Subrecipient of its obligation to obtain the prior written consent of the City to any further assignment. All assignment, contracts and subcontract shall follow the Procurement process under Article 7, "Procurement," and 2 CFR 200.317 – 200.326.

16.02 None of the Services covered by this Agreement shall be subcontracted out by the Subrecipient without prior review and approval by the City. Such approval shall not constitute a basis for privity between the City and any subcontractors of the Subrecipient, and the Subrecipient 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.

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

16.04 In the event that the Subrecipient, under this Agreement, enters into contract(s) with subcontractor(s), the Subrecipient shall obtain or include under its General Liability policy independent contractors liability insurance coverage in addition to all other types of coverage required hereunder.

16.05 The parties hereto acknowledge that HUD requires all CDBG-DR recipients and Subrecipient's to keep records and report on the use of CDBG-DR funds. Therefore the Subrecipient shall ensure that for all contracts and subcontracts enter into for Services under this Agreement that each subcontractor or sub-Subrecipient maintain and submit records and report in sufficient detail on all use of CDBG-DR funds, so as (1) to enable the City to meet all of its Federal reporting and monitoring obligations and (2) to enable the Subrecipient 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 Subrecipient shall include all record keeping and reporting requirements similarly required of the Subrecipient 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.

16.06 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 shall be allowable only if such costs are consistent with the Federal cost principles set forth at 48 CFR Part 31 and 2 CFR Part 200.

16.07 The Subrecipient 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 570, and 2 CFR 200, including without limitation those set forth in Appendix A (I-XII) of said Part 200, as applicable.

17. AMENDMENTS AND BUDGET MODIFICATIONS

17.01 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 Subrecipient, 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 Subrecipient or the City from any of its obligations under this Agreement, except for those parts thereby amended.

An amendment to this Agreement shall be required if a major revision is needed to be made in the Subrecipient's approved scope of work. A major revision means that circumstances very different from what was stated in the original agreement are about to occur. Such major changes shall include but not limited to:

- Any amendments or extension to the time needed to perform the services beyond the Agreement expiration date.
- A new activity is proposed.
- An entirely new population is targeted or is proposed to be served.
- An entirely different method of doing business will be used.
- Additional money to be added to this agreement, more work to be performed, and more people to be hired

17.02 **Budget Modification.** The Subrecipient may, if the City approves in writing, modify the line-item budget by requesting the modification in writing and specifying the need for the modification. Any modification of the line-item budget must be approved in writing by the City before the Subrecipient commits to the expenditure of funds outside the currently approved line-item budgeted.

17.03 Budget revision request will not exceed the total cost of the Agreement, and requests made may not exceed 10% for pay raises originally unrecognized in the budget. All minor changes that do not affect the time frame, outcome, or total cost of the project shall be approved by letter. These may include but not limited to:

- Change in address of the organization's administrative office (but not a change in the neighborhood or client served)
- Change in hours of operation (but not change in total service units or number of people served)
- Change in job titles (but not of pay or personnel)
- Shifts in costs from one budget line item category to another
- Add a new budget line-item that will be consistent with the originally approved scope of work and will not change total budgeted amount of the agreement.

17.04 No Amendment to this Agreement shall be effective and binding upon the parties unless it expressly reference this Agreement, is in writing, is signed and acknowledged by duly authorized representatives of both parties is approved by the appropriate City departments, and approved by City Council.

18. CONFIDENTIALITY

18.01 In order that the Subrecipient 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 Subrecipient'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 Subrecipient 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 Housing and Revitalization Department.

18.02 The Subrecipient 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 Subrecipient under this Agreement are confidential and the Subrecipient agrees that they shall not be made available to any individual or organization without prior written consent of the Director of the Housing and Revitalization Department except as required by Federal law pursuant to Article 9 herein, and except as required by any other requirements or provisions of this Agreement. The reports and documents reference in this paragraph may also be subject to disclosure under the Michigan Freedom of Information Act.

18.04 The use or disclosure of information concerning services, applicants or recipients obtained in connection with the performance of this Agreement shall be restricted to purposes directly connected with the administration of the programs implemented by this Agreement.

19. DUPLICATION OF BENEFITS

19.01 The U.S. Congress appropriated supplemental CDBG-DR funding for the 2021 and 2023 disasters through Public Law 117-43, 117-180, and Public Law 118-158 to support long-term recovery efforts following FEMA# 4607 & 4757 - Michigan Severe Storms, Tornadoes, and Flooding.

The CDBG-DR provides that the Secretary of Housing for Urban Development (HUD) shall ensure there are adequate procedures in place to prevent duplication of benefits as required under section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (42 U.S.C. 5155) as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 132 Stat. 3441). HUD is requiring that each grantee have procedures to prevent the duplication of benefits when it provides financial assistance with CDBG-DR funds.

19.02 Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 USC 5155). The Subrecipient must comply with HUD's requirements for duplication of benefits, imposed by all Federal Register notice, which includes FR-6489-N-01, and all other applicable rules and regulations. The Subrecipient shall carry out the activities under this Agreement in compliance with the City's policy and procedure to prevent duplication of benefits in Exhibit X, Duplication of Benefits Certification.

20. HIRING POLICY

20.01 In accordance with the 2019 Detroit City Code, Chapter 17, Finance and Taxation, Article V, Purchases and Supplies, Division 6, Criminal Conviction Questions for City Contractors, Sections 17-5-261 *et seq.*, which prohibits City contractors from inquiring regarding criminal conviction questions for applicants to fulfill City contracts until the contractor interviews the applicant or determines the applicant is qualified.

20.02 The Subrecipient agrees to establish a hiring policy in compliance with the Detroit City Code, such policy shall be submitted to the City of Detroit prior to the approval of this agreement by both parties.

21. OFFICE OF THE INSPECTOR GENERAL AND THE BOARD OF ETHIC

A. OFFICE OF THE INSPECTOR GENERAL

21.01 In accordance with Section 2-106.6 of the City Charter, this Agreement shall be voidable or rescindable at the discretion of the Mayor or Inspector General at any time if a Public Servant who is a party to this Agreement has an interest in this Agreement and fails to disclose such interest.

21.02 This Agreement shall also be voidable or rescindable if a lobbyist or employee of the contracting party offers a prohibited gift, gratuity, honoraria or payment to a Public Servant in relation to this Agreement.

21.03 A fine shall be assessed to the Subrecipient in the event of a violation of Section 2-106.6 of the City Charter. If applicable, the actions of this Agreement, and its representative lobbyist or employee, shall be referred to the appropriate prosecuting authorities.

21.04 Pursuant to Section 7.5-306 of the City Charter, the Inspector General shall investigate any Public Servant, City agency, program or official act, contractor and subcontractor providing goods and services to the City, business entity seeking contracts or certification of eligibility for City contracts and person seeking certification of eligibility for participation in any City program, either in response to a complaint or on the Inspector General's own initiative in order to detect and prevent waste, abuse, fraud and corruption.

21.05 In accordance with Section 7.5-310 of the City Charter, it shall be the duty of every Public Servant, contractor, subcontractor, and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the Inspector General in any investigation pursuant to Article 7.5, Chapter 3 of the City Charter.

21.06 Any Public Servant who willfully and without justification or excuse obstructs an investigation of the Inspector General by withholding documents or testimony, is subject to forfeiture of office, discipline, debarment or any other applicable penalty.

21.07 As set forth in Section 7.5-308 of the City Charter, the Inspector General has a duty to report illegal acts. If the Inspector General has probable cause to believe that any Public Servant or any person doing or seeking to do business with the City has committed or is committing an illegal act, then the Inspector General shall promptly refer the matter to the appropriate prosecuting authorities.

B. BOARD OF ETHICS

21.08 In accordance with Section 2-106.10 of the City Charter, it shall be the duty of every Public Servant, contractor and subcontractor and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the Board of Ethics in any investigation pursuant to this article.

21.09 Any Public Servant who willfully and without justification or excuse obstructs an investigation of the Board of Ethics by withholding documents or testimony is subject to forfeiture of office, discipline, debarment or any other applicable penalty.

21.10 In accordance with Section 2-5-106 of the City Code, it shall be the duty of every Public Servant, contractor, subcontractor, vendor and licensee of the city, and every applicant for certification of eligibility for a city contract or program, to cooperate with the Board of Ethics in any investigation pursuant to this article.

21.11 Any public servant who willfully and without justification or excuse obstructs an investigation of the Board of Ethics by withholding documents or testimony is subject to forfeiture of office, discipline, or any other applicable penalty.

21.12 Any contractor, subcontractor, vendor, or licensee who willfully and without justification or excuse obstructs an investigation of the Board of Ethics by withholding documents or testimony is subject to debarment or any other applicable penalty.

21.13 Subject to state law, for one (1) year after employment with the City, a public servant shall not lobby or appear before the City Council or any City department, agency, board, commission or body,

or receive compensation for any services in connection with any matter in which he or she was directly concerned, personally participated, actively considered or acquired knowledge while working for the City.

21.14 Subject to state law, for a period of one (1) year after employment with the City, a public servant shall not accept employment with any person or company that did business with the City during the former public servant's tenure if that public servant was in any way involved in the award or management of that contract or the employment would require the sharing of confidential information.

22. NOTICES

22.01 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 Subrecipient, signed by an authorized representative of the Subrecipient, and delivered, or mailed by first -class mail and addressed as follows:

If to the City:

Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 908
Detroit, MI 48226

Attention: Dinah Bolton

If to the Subrecipient:

Cass Community Social Services
11745 Rosa Parks Blvd.
Detroit, MI 48206

Attention: Kim Conwell-Leigh

22.02 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.

22.03 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.

23. MISCELLANEOUS

23.01 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.

23.02 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.

23.03 This instrument, including all exhibits and attachments as specified in Section 1.01 hereof, which are attached hereto and are made a part of this 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 Subrecipient by implication or otherwise unless expressly set forth herein. The Subrecipient 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.

23.04 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.

23.05 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.

23.06 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.

23.07 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 parties agrees, consents and submits to the personal jurisdiction of the U.S. District Court for the Eastern District of Michigan or of any competent court in Wayne County, Michigan, for any action brought against it arising out of this Agreement. The parties agrees that service of process at the address and in the manner specified in Article 22 herein, will be sufficient notice and hereby waives any and all claims relative to such notice. The parties also agrees that it will not commence any action against the other 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.

23.08 If any Affiliate (as hereinafter defined) of the Subrecipient 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 Subrecipient with right legal effect. "Affiliate" shall mean a "parent", subsidiary or other company controlling, controlled by or in common control with the Subrecipient.

23.09 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 14 herein.

23.10 The Subrecipient 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 Subrecipient and the Subrecipient shall pay for the full reasonable cost of the City defending such claims, but at the Subrecipient'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.

23.11 The Subrecipient 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 Subrecipient shall require that, as a condition of contracting and/or subcontracting, that any and all Subcontractors shall also agree to be bound by the provisions of this Section.

23.12 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 Subrecipient a confirmed copy of this Agreement.

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

23.14 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 Subrecipient or any Subcontractors or sub-Subrecipient's.

23.15 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.

23.16 The Subrecipient shall not, directly or indirectly, employ, award contracts to, or otherwise engage the services of, or fund any contractor, or subcontractor or Subrecipient, or principal as defined in the Federal regulations at 2 CFR 2424.300, during any period of debarment, suspension, or placement in ineligibility status or during any period during which said contractor or subcontractor or Subrecipient, or principal is proposed for debarment under 48 CFR Part 9, subpart 9.4 and 2 CFR Part 180, under the provisions of 2 CFR Part 2424. If during the term of this Agreement, the Subrecipient is placed on the HUD debarred list, or is placed in ineligibility status, or is suspended, pursuant to the regulations at 2 CFR 2424, the Subrecipient shall immediately notify the City. The requirements of this Section shall apply equally to (1) all government-wide debarment, suspension, placement in ineligibility status, or proposal for debarment whether due to such statuses under action taken by HUD pursuant to the regulations at 2 CFR 2424, or by any other comparable Federal government action and to (2) such statuses which are not government-wide but which rather are limited to inclusion on a comparable department-wide HUD list.

The Subrecipient shall submit to the City a certification regarding debarment or proposed debarment under 48 CFR Part 1, subpart 9.4, suspension, ineligibility and voluntary exclusion utilizing the form attached hereto as Exhibit N, and in conformance to the instructions thereon.

The Subrecipient shall require all parties who stand in a lower tier relationship to the Subrecipient, if any, to submit said certification to the Subrecipient, if such lower tier relationship is a covered

transaction defined at 2 CFR 2424.300. The Subrecipient shall also require all parties who occupy a position with the Subrecipient defined at 2 CFR 2424.300 as a principal to submit said certification to the Subrecipient. The Subrecipient shall immediately notify the City if, pursuant to the requirements of any such certification received by the Subrecipient the party who had submitted said certification notifies the Subrecipient, or the Subrecipient otherwise learns that said certification is erroneous or has become erroneous by reason of changed circumstances.

The Subrecipient shall require all Subrecipient agreements, contracts, and subcontracts under this Agreement to contain a provision comparable to this Section.

23.17 The 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.

23.18 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 Subrecipient is free to render the same or similar advisory services to other clients.

23.19 The Subrecipient 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 22.01, "Notices."

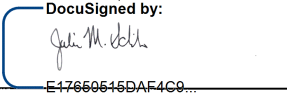
IN WITNESS WHEREOF, the City and the Subrecipient, by and through their duly authorized officers and representatives, have executed this Agreement as of the date first above written.

SUBRECIPIENT: Cass Community Social Services

By: Faith Fowler
(Printed Name of Corporate Officer) *Faith E. Fowler*
(Signature of Corporate Officer)

Its: Board President and Executive Director
(Office Held)

CITY OF DETROIT, Housing and Revitalization Dept.

By: 
Julie Schneider
Its: **DIRECTOR**

THIS AGREEMENT WAS APPROVED BY
THE CITY COUNCIL ON:

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

Director, Date Corporation Counsel Date
Office of Contracting & Procurement

**THIS AGREEMENT IS NOT VALID OR AUTHORIZED UNTIL SIGNED BY THE
PURCHASING DIRECTOR.**

RESOLUTION OF CORPORATE AUTHORITY

I, _____, CORPORATE SECRETARY of _____ a Michigan corporation (the "Company"), DO HEREBY CERTIFY that the following is a true and correct excerpt from the minutes of the meeting of the Board of Directors duly called and held on _____, _____, and that the same is now in full force and effect:

I FURTHER CERTIFY that:

_____	is Chairman of the Board,
_____	is Executive Director,
_____	is President,
_____	is Vice President,
_____	is Treasurer,
and _____	is Secretary.

“RESOLVED, that the following are authorized to execute and deliver, in the name and on behalf of the Company and under its corporate seal or otherwise, any agreement or other instrument or document in connection with any matter of transaction that shall have been duly approved; the execution and delivery of any agreement, or document, or other instrument, or document in connection with any matter of transaction that shall have been duly approved; the execution and delivery of any agreement, document, or other instrument by any of such officers to be conclusive evidence of such approval.”

_____	Title/Position _____
_____	Title/Position _____
_____	Title/Position _____
_____	Title/Position _____
and _____	Title/Position _____

I FURTHER CERTIFY that any of the aforementioned officers of the Company is authorized to execute or guarantee and commit the Company to the conditions, obligations, stipulations and undertakings contained in the Agreement between the City of Detroit and _____ entered into for the purpose of providing and that all necessary corporate approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, I have set my hand this _____ day of _____, 20__.

CORPORATE SEAL
(If any)

Signature: _____ Corporate Secretary

All bolded phrases are to be replaced by information related to each Subrecipient. The bolded explanations {including this one} may be deleted when the project manager has made choices among the various options so that the plain text remaining becomes the Subrecipient's' exhibits.)

EXHIBIT A
SCOPE OF SERVICES
PUBLIC FACILITY REHABILITATION PROJECT SERVICES

The Subrecipient agrees to perform or to assume responsibility for the performance of all functions and tasks contained herein in order to complete the rehabilitation of the building(s) to be used as a public facility(ies) located at: **11850 and 12025 Woodrow Wilson, Detroit, Michigan 48206**

The Project Area during the terms of this agreement with respect to the phasing of work hereunder. The Subrecipient shall operate the public facility(ies) assisted hereunder so as to be open to the public. Public services to be provided in said facility consist of the following activities:

LIST OF PUBLIC SERVICES THAT ARE PROVIDED

The CDBG National Objective of this Project is: **Low/Moderate Limited Clientele**

I. Phase 1 Services

A. Agreement/Permission of Property Owner

If the Subrecipient is not the Property Owner, the Subrecipient shall enter into an agreement with the Property Owner or provide other evidence to the City, such as a lease agreement, specifying that the Property Owner consents to all work hereunder to be performed on the Owner's building, and that the Owner consents to the filing of the lien in favor of the City against the Owner's Property. The Property Owner for this project is **Cass Community Social Services**

B. Specifications

1. The Subrecipient shall provide all necessary feasibility studies, drawings, specifications or other services needed to prepare the bid package offered to Construction Subcontractor(s) and to monitor the Construction Subcontractor(s) work performance. The Subrecipient may engage the services of a professional consultant, with prior approval of the City, and when necessary, to perform these functions. Selection of any professional consultant to be so engaged shall comply with the federal procurement standards found at 2 CFR Part 200 (see above Paragraph 12).

2. The purchase of equipment, motor vehicles, fixtures, furnishings, or other such item not an integral structural fixture is generally an ineligible cost, and these shall NOT be included in work specifications, unless specifically approved by the City.

3. The Subrecipient shall obtain written approval from both the Property Owner and the City for all specifications and working drawings. Such City approval shall be obtained from the Housing and Revitalization Department prior to offering any bid package to Construction Subcontractor(s). If the property to be rehabilitated has National Register historic designation, and/or is located within a locally designated historic district, the Subrecipient shall submit for approval a scope of services and work description to the Planning and Development Department (P&DD) Preservation Unit and to the Detroit Historic District Commission. If the property is listed on the National Register, it shall be rehabilitated in accord with the recommended approaches in "The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" (revised 1983).

Wherever feasible, within cost limitations, the following work items, by trade breakdown, shall be included in the work specifications; **see attachment 1 of Exhibit A (Scope of Work)**.

Exhibit A continued

C. Bidding Procedures for Construction Work

1. All solicitations of bid proposals by the Subrecipient from Construction Subcontractors shall be done according to the procedures for competitive sealed bids as follows:

In competitive sealed bids (formal advertising) sealed bids are publicly solicited and a firm- fixed price contract (lump-sum or unit price) is awarded to the responsible bidder whose bid, conforming with all material terms and conditions of the invitation for bids, is lowest in price.

In order for formal advertising to be feasible, appropriate conditions must be present, including as a minimum, the following:

- a. A complete, adequate and realistic specification or purchase description is available;
 - b. Two or more responsible suppliers are willing and able to compete;
 - c. The procurement lends itself to a firm-fixed price contract, and selection of the successful bidder can appropriately be made principally on the basis of price.
2. When formal advertising is used for a procurement under this Agreement, the following requirements shall apply:
 - a. Bids shall be solicited from an adequate number of known suppliers, providing them sufficient time to respond prior to the date set for the opening bids. In addition, the invitation shall be publicly advertised.
 - b. The invitation for bids, including specifications and pertinent attachments, shall clearly define the items or service needed in order for the bidders to properly respond to the written invitation.
 - c. All bids shall be opened publicly at the time and place stated in invitation for bids.
 - d. A firm-fixed price subcontract award shall be made by written notice to the responsible bidder whose bid, conforming to the invitation for bids, is lowest.
 3. Any subcontract that requires construction or facility improvements costing more than **\$100,000.00** must meet the minimum bonding and insurance requirements as follows:
 - a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of this bid, execute such contractual documents as may be required within the time specified.

Exhibit A continued

- b. A performance bond on the part of the Subcontractor for 100 percent of the subcontract price. A "performance bond" is one executed in connection with a subcontract to secure fulfillment of all the Subcontractor's obligations under such subcontract.
- c. A payment bond on the part of the Subcontractor for 100 percent of the subcontract price. A "payment bond" is one executed in connection with a subcontract to assure payment as required by law of all persons supplying labor and materials in the execution of the work provided for in the subcontract.

The Subrecipient agrees to include these requirements in any bid package it assembles for work in excess of **\$100,000.00** and require bidders to submit proof of and adhere to the same. Insurance and bonding requirements for subcontracts of **\$100,000.00** or less shall be in amounts deemed necessary to protect the Owner's and the City's interest. All subcontracts shall at a minimum include all of the insurance required in Article 12 of this Agreement, and in addition, as may be applicable:

- a. The General Liability Insurance shall include coverage for:
 - 1. Products liability;
 - 2. Complete operations liability;
 - 3. Blanket contractual liability for all written agreements;
 - 4. The Commercial General Liability Insurance shall include coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.
- b. All Professional Services subcontracts for the service of architects, engineers or other professional consultants shall include Professional Liability with minimum limits of **ONE MILLION (\$1,000,000) DOLLARS per claim and TWO MILLION (\$2,000,000) DOLLARS aggregate.**
- c. Fidelity bonds for all employees, officers, and board members who handle or record cash or prepare or sign checks and for employees, officers and board members who have any other access to funds and/or checks.
- 4. All bids received shall be submitted to the City along with the Subrecipient's written recommendation for work award. The award recommendation shall always be for the lowest responsible bidder. A bidder may not be deemed responsible if the bid amount varies substantially from the estimated cost of the proposed work, if bonding or insurance requirements cannot be met, if minimum experience on such projects cannot be verified, nor if the bidder is listed as debarred by HUD and the City of Detroit.
- 5. The Subrecipient shall submit to the City the proposed construction subcontract(s) along with the award recommendation(s) for the City's review and approval. The City shall notify the Subrecipient within ten working days of receipt thereof of the results of the City's review. The City shall not unreasonably withhold its approval of the Subrecipient's proposed subcontract(s) and recommendation(s), unless these are found in violation of any pertinent law, rule or regulation, or sound management practices and/or it is in the best interests of the project for the City to do so.

Exhibit A continued

6. Prior to, or upon City approval of the Subrecipient's award recommendation(s) and proposed subcontract(s), the Subrecipient shall arrange with the City a pre-construction conference as required by labor standards policy. Only after said pre-construction conference is held and all labor standards issues are satisfactorily complied with, shall the City issue the Notice to Proceed Construction Work as specified in Article 3 of this Agreement. The Subrecipient shall not execute any proposed construction subcontract until the Commencement Notice has been issued by the City to the Subrecipient.

II. Phase 2 Services

A. Construction and Construction Monitoring Procedures

1. The Subrecipient shall execute the construction subcontract(s) only as approved by the City. Each subcontract shall conform to all of the terms and conditions hereof, as applicable. The Subrecipient shall see that all necessary permits are obtained from the Buildings, Safety Engineering and Environmental Department ("BSEED") before construction work begins.
2. The Subrecipient shall monitor all construction work in progress and assure that all interior and exterior work items are completed in a satisfactory and workman like manner complying with the terms hereof, the terms of the executed construction subcontract, local building code requirements, proper construction practice and manufacturer's recommendations for product use and installation. The Subrecipient shall see that all construction and demolition debris related to the work performed hereunder is removed as it is generated, and shall clean all glass and remove all labels, spots, stains, and marks from all materials, fixtures, windows or equipment furnished or installed. These cleanup requirements shall apply to any other walls, floors, fixtures or areas which may suffer in any way from the performance of the Subrecipient's or Construction Subcontractor(s)' work.
3. The Subrecipient shall take all necessary and prudent actions to correct all defects and/or deficiencies discovered during the performance of the services, shall notify the City as soon as such deficiencies are discovered, inform the City of the action to be taken to correct them and/or request any City assistance necessary.
4. All work shall be guaranteed by the Construction Subcontractor(s) for a one year minimum after completion.
5. If during the course of construction work, it becomes necessary to modify or otherwise change any work to be performed on the building, the Subrecipient shall secure the prior written approval of the Property Owner and the City for any such change. Such change shall not cause the project to exceed the maximum allowable cost provided for hereunder. All such approved changes shall be incorporated as amendments to the construction subcontracts.

B. Progress Payment Requests - Construction Subcontractors

The Subrecipient is responsible for assembling and reviewing all Construction Subcontractor payment requests and for submitting all requests in a properly documented

form, as required in Exhibit B of this Agreement, to the City in a timely manner. Neither the Subrecipient, nor any of its Construction Subcontractors, shall request payment from the Property Owner, for any of the services performed hereunder, unless the Subrecipient is the Property Owner.

C. Labor Standards

All construction work performed on this building rehabilitation project is subject to federal and local labor standards. These labor standards are attached hereto as **Exhibits D, D1, G, and N**. The Subrecipient shall require all Construction Subcontractors to comply with these standards and shall monitor their compliance therewith. The Subrecipient shall inform the City when it has any knowledge of noncompliance with these standards.

D. Performance Schedule

The Subrecipient shall perform all Services hereunder in accord as nearly as possible with the Schedule contained in City approved construction documents, but within the term of this Agreement. If the Subrecipient determines that certain work tasks cannot feasibly be performed during the time originally scheduled, the Subrecipient may, with the City's concurrence, revise the Performance Schedule. In no case, however, may any revision of the Performance Schedule extend beyond the expiration date of this Agreement, unless the Agreement is so amended. Variations from the schedule which delay the project progress must be fully explained to the City and remedies approved by the City must be implemented immediately.

E. Report Requirements

The Subrecipient shall submit to the City every month a report of the Services rendered hereunder in such format and content as the City may require. Reports shall directly relate to the time schedule and projected units of work completed for that period. The report shall clearly state the Subrecipient's progress with respect to work tasks begun, work tasks in progress, and work tasks completed during the period. The Subrecipient shall fully explain in the report any problems causing the Subrecipient to fall behind the schedule by more than two weeks, recommend any actions it will take to correct the delay and/or request any assistance needed from the City. The Subrecipient shall also report any favorable conditions which may contribute to the Subrecipient being ahead of schedule. Upon completion of the Services hereunder, termination, or expiration of this Agreement, the Subrecipient shall submit a **final report** to the City describing all accomplishments, major problems encountered and its evaluation and recommendations regarding program operations.

F. Capital Assets

Capital assets valued at **FIFTY (\$50.00) DOLLARS** or more, and items not consumed as part of construction, but purchased with the funds derived from this Agreement, will be marked with an appropriate tag or label and inventories will be periodically taken and reported to the City.

All property purchased with Agreement funds, except for property which is either consumed in the construction or becomes part of the constructed building, shall revert to the City at the expiration or termination of this Agreement.

The City reserves the right to amend any of the above items or add to them if experience dictates such a change or addition is necessary without compliance with Article 13 of this Agreement.

ATTACHMENT 1 of EXHIBIT A

SCOPE OF WORK

Improvements to 11850 and 12025 Woodrow Wilson, Detroit, MI 48206 include but not limited to the following:

Phase One Predevelopment Services

Phase 1 Services shall include the Subrecipient's engagement of architects, contractors, subcontractors, and professional consultants, to determine and procure the specifications, construction plans, drawings, environmental work, and budgeted costs for the improvements to the facility.

Phase Two Construction Services

Project construction as identified, reviewed, and approved during phase 1.

Proposed Project Scope:

The project will add an additional 70 emergency drop-in beds in the basement and first floor of the facility at 11850 Woodrow Wilson. This will include installation of a bathroom, HVAC units, and flooring upgrades. The project at 12025 Woodrow Wilson will be for the renovation of office space, common space, the creation of a small group room, and HVAC upgrades to accommodate the expansion and provide for the increase in case management and additional services.

Mitigation Activity/Current and Future Risk:

This project will increase the resiliency of a future disaster by providing additional capacity to the emergency shelter facility. The rehabilitation project will include drainage improvements and will repair damage from flooding. The HVAC upgrades will protect against future risks from natural hazards.

PROGRAM/PROJECT ACTIVITY OVERVIEW

The information provided under this Exhibit is retrieved from the Subrecipient Agreement. In coordination and agreement with the Subrecipient, the City will utilize the information below to inform and update the City's approved System of Record for program and project eligibility with core HUD CDBG-DR requirements. Subrecipients will work with the City to ensure any edits and amendments to this Exhibit are subsequently reviewed and approved within the System of Record.

Program/Project Activity Overview

Project Name: Cass Drop-in Emergency Beds

CDBG-DR Program eligible activity:

MIT - Public Facilities and Improvements – Non-Covered Projects

The National Objective to be achieved for each activity as a result of this Project:

- Activities benefitting low- and moderate-income persons ("LMI");
- Activities expended for planning and administrative costs under 24 CFR 570.205 and 24 CFR 570.206, which are considered to address the national objectives.}

The method of measuring the National Objective, if LMI:

LMI Limited Clientele – LMC

The number of individuals benefiting as a result of this Project:

- Total beneficiaries: 730
- Total low/mod beneficiaries: 730

CDBG-DR Flood tie-back and/or Mitigation resilience measure:

The Cass Drop-in Emergency Beds is aiding CDBG-DR storm recovery by:

This project will increase the resiliency of a future disaster by providing additional capacity to the emergency shelter facility. The rehabilitation project will include drainage improvements and will repair damage from flooding. The HVAC upgrades will protect against future risks from natural hazards.

PROJECTED PERFORMANCE MEASURES AND OUTCOMES FORM

The information provided under this Exhibit is retrieved from the Subrecipient Agreement. In coordination and agreement with the Subrecipient, the City will utilize the information below to set up detailed performance management goals for the Subrecipient to meet through implementing and completing the project. The Subrecipient will report via the monthly activity report on how the project has progressed on reaching the target numbers of the projected performance measure(s). Subrecipients will work with the City to ensure any updates to this Exhibit are subsequently reviewed and approved within the System of Record in accordance with the Agreement.

Projected Performance Measures and Outcomes

When applicable, documentation which supports the performance measure(s) is taken from the Subrecipient’s stated project scope of work (“projected outcomes”). The following table provides those measures which the Subrecipient must report on performance related to meeting performance goals:

Eligible Activity Type	Possible Performance Measures/Accomplishments (select at least one measure for the eligible activity being met)	Projected Total
MIT - Public Facilities and Improvements-Non Covered Projects	# of Linear feet of Public Improvement	7,900
	# of public facilities	2
	# of Section 3 Labor Hours	TBD
	# of Targeted Section 3 Labor Hours	TBD
	# of Person (low/mod beneficiaries)	730

EXHIBIT B

BUDGET/PAYMENT PROCEDURES AND REQUIREMENTS

I. Budget

A. Construction Cost	\$ 650,000
B. Advertising	
C. Professional Consultant*/Reimbursement	\$ 100,000
D. Insurance	
E. Other	
TOTAL NOT TO EXCEED	\$ 750,000

The Subrecipient shall not change any of the above line items without prior written City approval.

* The Subrecipient's subcontract(s) with professional consultant(s) shall be submitted to the City for approval. Payment for such costs is contingent upon such submission and City approval.

Payment Procedures and Requirements

The following procedures shall be followed by the Subrecipient to facilitate the request for payment for budgeted items in performance of the Agreement.

1. The Subrecipient shall submit, in a timely manner, a complete copy of an invoice that contains the following items of information:
 - a. A letter of transmittal formally stating the total requested amount and signed by an authorized representative of the Subrecipient. The format for the letter of transmittal shall be as outlined in this **Exhibit B**, Attachment 3.
 - b. Requests for payments for the Project Coordinator or Consultants hereunder (if any) shall be evidenced by the following information:

Invoices and Receipts

Invoices from the Project Coordinator and/or Consultants shall detail the amount(s) requested by work item performed, and hours worked per item, and shall be certified as to completion by the documentation. All such invoices and reimbursable expenses shall be signed by the Subrecipient's authorized representative.

Reimbursable expenses, if any, of the Project Coordinator or Consultant shall be backed up by paid receipts, bills, invoices or other appropriate documentation. All such invoices and reimbursable expenses shall be signed by the Project Coordinator and/or Consultant and shall state that the payment is requested for work performed under this Agreement. Such costs shall be allowable only to the extent provided in the contracts between such Project Coordinator and/or Consultants and the Subrecipient as approved by the City.

Exhibit B continued

- c. Progress payment requests for Construction work hereunder shall contain the following items of information:
1. An itemized description of the work completed in accord with the approved specifications, change orders and costs.
 2. Invoices from all subcontractors who provided materials and/or services.
 3. Receipts for permit and inspection fees (if any).
 4. Waivers of lien from Construction Subcontractor(s), tradesmen, or suppliers, as applicable. In the case of partially completed work, a Partial Conditional Waiver of Lien shall be submitted, as applicable.
 5. Sworn statements from the Construction Subcontractor(s) or the General Contractor, as applicable.
 6. An Inspection Report from the City indicating satisfactory completion and acceptance of work items for which payment is requested on the form attached hereto as Attachment 1 of **Exhibit B**.
 7. The Subrecipient shall see that, for each week in which any construction contract work is performed, a certified copy of the payroll for all mechanics and laborers employed on this project is submitted to the City by the Construction Contractor(s). Failure to submit a payroll each week shall be sufficient cause for rejection by the City of the Construction Contractor's invoice for payment.

Exhibit B continued

2. Upon completion of this public facility rehabilitation project, the Contractor shall submit to the City Certificates of Acceptance from the Department of Buildings and Safety Engineering, as applicable, and a written statement of satisfaction from the private Owner(s) of the property so improved, as applicable, in the form attached hereto as Attachment 2 of **Exhibit B**. In addition to the above documentation, in order to receive final payment, the City may withhold from such final payment request for construction work, any amount it deems necessary, but not more than ten percent (10%), to ensure complete satisfaction with all work performed. Such hold back shall be paid by the City upon final approval of all work to the satisfaction of the Housing and Revitalization coordinator.
3. Any payment request that does not comply with these procedures will be returned to the Subrecipient with a letter stating the reason for the return. Payment processing by the City will not begin until an acceptable invoice with sufficient supportive documentation is received by the City.
4. If performance under this Agreement should fall behind by 60 days or more with respect to the Performance Schedule of this Agreement, (**Exhibit E**, Page 1 of 2), then in accord with Article 6 and 7 hereof, the City may, within its reasonable discretion, suspend payment to the Subrecipient under this Agreement, until the City determines whether progress on the Project warrants payment and is commensurate with work performed, or is otherwise justifiable.
5. The Subrecipient shall include in its progress payment request to the City, a certification that, the Subrecipient, shall disburse the progress payment funds received by the Subrecipient from the City within three working days of receipt of said funds from the City. In the event that the Subrecipient determines that it is inappropriate to so disburse said funds, in whole or in part, the Subrecipient shall immediately return to the City the amount of said funds not disbursed.
6. The City reserves the right to amend any of the above items or add to them if experience dictates such a change or addition is necessary without compliance with Article 17 of this Agreement.

EXHIBIT C
ACCOUNTING AND BOOKKEEPING PROCEDURES AND REQUIREMENTS

ACCOUNTING JOURNALS & LEDGERS

1. **Co-mingling Funds.** There shall be a separate accounting that shows the source and “application” (distribution or expenditure) for all Agreement funds, but a separate bank or checking account is not required.
2. **Non-eligible costs** shall be segregated from Agreement costs. "Non-eligible costs" are those costs which are not properly documented or incurred in accord with the terms of this Agreement, are unallowable under Federal Cost Principles (OMB Circular A-122 and 2 CFR 200.400 *et seq.*), or are non-eligible under Community Development Block Grant Regulations.
3. **Recovery from Other Sources.** Expenses paid or payable from outside funding sources other than this Agreement shall be excluded from the Agreement general ledger account. Double billing is prohibited. Expenses recovered or recoverable from other funding sources shall not be included in the Agreement payment/reimbursement requisition (Exhibit D herein).
4. **Generally Accepted Accounting Principles/Double Entry System.** All financial records shall be kept in accord with generally accepted accounting principles and procedures. The Subrecipient, or the Subrecipient’s authorized fiduciary hereunder, shall maintain a double entry accounting system. The Subrecipient may use appropriate accounting computer software and technology to accomplish this purpose. The double entry accounting system shall include:
 - a. **General Ledger** shall be established and maintained for all accounts affected by this Agreement. The General Ledger shall be posted up-to-date at least once a month.
 - b. A **Cash Receipts Journal** shall be established and maintained. All Agreement payments shall be deposited in full in the Subrecipient's bank. Such bank must be a member of the FDIC. A bank deposit slip shall be kept on file which matches the amount of the Agreement payment.

Book cash balances shall be reconciled to bank balances in accordance with Standard Accounting Procedures.
 - c. A **Cash Disbursements Journal** shall be established and maintained.
 - *1. Disbursement shall be made by pre-numbered checks signed by two (2) authorized representatives of the Subrecipient. A mechanical check protector is recommended for use to the extent possible, or checks shall be typewritten. Individual items purchased with petty cash shall be supported by properly executed cash vouchers (or requisitions) and vendor's invoices.

2. The Subrecipient will distribute its expenses in its records in accordance with approved budget classifications.
 3. Disbursement shall be supported by copies of vendor invoices for all items other than payroll. Payroll shall be supported by a list of names, titles, time, rate, amount, deductions, and time sheets.
 4. The Subrecipient shall make a clerical check of all Invoices and Records to ensure their accuracy. Evidence of such clerical checks shall be noted on the Invoice and/or be appropriately documented in records (electronic or manual) to prevent double payments, double billings or improper cost allocation.
 5. Documentation in support of any rent charges shall be determined by the City, but shall minimally include a copy of the lease and monthly rent receipts.
 6. All cash register receipts submitted as documentation must be validated. That is, the purpose and description of the purchase shall be noted on the receipt, and it shall be signed both by the person who made the purchase and the authorizing representative of the Subrecipient. A properly completed purchase requisition with the cash register receipt attached may be used for this purpose.
 7. Mileage reimbursement reports shall be reviewed and approved by an authorized representative of the Subrecipient.
- d. A **Payroll Register** shall be maintained to adequately accumulate the required payroll information. Payroll tax withholding information shall be maintained in such a manner as to allow accurate payment to the taxing authorities. Required payroll tax returns shall be prepared and filed in sufficient time to avoid penalties, interest, and additional taxes. The Subrecipient may make tax payments by electronic transfer or such means as permitted by the taxing authorities.

Employee salary and wage payments shall be supported by time and attendance forms which the Subrecipient shall keep on file for City review and monitoring. Time-keeping/attendance records shall be formally approved by an authorized supervisory representative of the Subrecipient or as otherwise provided in the Subrecipient's personnel procedures.

Withholding taxes shall be based on proper authorizations and computed in the proper manner.

Reporting of payroll with supportive detail shall meet the requirements as stipulated in this Agreement (Exhibits B, G, H, and M).

Written contracts shall be maintained when the Subrecipient has hired a person to work on this Agreement as a personal services contractual employee or independent professional contractor. The Subrecipient shall follow Internal Exhibit

C, Accounting and Bookkeeping Procedures and Requirements Revenue Services guidelines (IRS Publication 15, Circular E) regarding the treatment of, and liability for payment of, withholding and other taxes for all such persons hired on contract.

INTERNAL CONTROLS

- *5. **Segregated Financial Oversight Duties.** Employee responsibilities shall be formalized and accounting responsibilities **shall be segregated, to the extent possible**, as follows:
- a. Employees of the Subrecipient preparing payrolls and handling time reporting records shall not have access to the related paychecks. Employees, including managers, shall not sign their own pay checks.
 - b. Employees who handle or record cash or prepare or sign checks shall not also reconcile bank statements to accounting records.

GENERAL

6. **Employee/Personnel Records.** Appropriate personnel data for employees, including personal services contract employees, as specified in the Subrecipient's written personnel policy, and as required herein, shall be maintained for all employees working on this Agreement (i.e., personnel folder, signed withholding authorization forms, employment contract or terms, disclosures, etc., as applicable)
7. **Equipment and other Personal Property.** Equipment [as defined at 24 CFR 54.2(l)], having a useful life of more than one year, which is purchased with funds derived from this Agreement, shall be marked with an appropriate tag or label, and inventories of such equipment shall periodically be taken. An inventory list of all such equipment purchased under this Agreement shall be submitted to the City. Tangible property purchased by the Subrecipient with Agreement funds shall revert to the City at the expiration or termination of this Agreement, unless the City enters into a new Agreement with the Subrecipient or issues other instructions regarding disposition of such property. Generally, the Subrecipient shall implement the Federal property management standards found at 24 CFR 54.31-37 with respect to property acquired under this Agreement.
8. **Budget Revisions.** Proper budgetary controls shall be established and periodically reviewed. Excessive (e.g. revised every month) shifts between budget line items are unallowable. The Subrecipient shall not change any line or sub-line item in the Budget (Exhibit B) without written approval by the City. Acceptance of a Budgetary Status Report (Exhibit J hereof) revision and subsequent payment of an invoice by the City constitutes such City approval, unless the Subrecipient is otherwise notified of a denial or a hold by the City in writing. All Budget line item adjustments must be reflected on the Budgetary Status Report (Exhibit J) as approved by the City. **The Subrecipient is never approved to create a new (additional) line item without City approval of an amendment to this Agreement in accordance with Article 17 hereof, Amendments.**

9. **Dishonesty Protection.** The Subrecipient shall obtain fidelity bonds or other similar dishonesty insurance protection covering all employees who have access to Agreement funds in an amount adequate to cover the largest Agreement proceeds estimated to be on hand at any one interval. In the event such bonds are canceled the Subrecipient shall immediately notify the City. If the Subrecipient has a fiduciary agent, then the fiduciary must provide evidence of such bonding or insurance. Certificates evidencing bonding and insurance shall be submitted to the City prior to commencement of Services hereunder.

*10. **Nepotism and Conflict of Interest.** The Subrecipient's formal hiring policy shall prohibit nepotism and conflicts of interest. Relatives of board members, managers or other such persons with decision making authority shall not be hired to work on, or be paid from, this Agreement. Pre-agreement incidence of nepotism shall be disclosed to the City and such person's salary/wages shall not be included in this Agreement budget or be paid by the City.

The Subrecipient shall require its employee(s) working on this Agreement to disclose their outside employment or business ties (if any) before beginning work on Services under this Agreement. All such disclosure(s) that may constitute, or give the appearance of, a conflict of interest or nepotism shall be reported to the City during the term of this Agreement. All disclosures, required certifications and/or other such documentation shall be kept on file in each employee's personnel file, as applicable.

*11. **Interest Earned on Advance.** If any Federal Funds are advanced under this Agreement, all Agreement funds shall be kept in interest bearing accounts, to the extent reasonable and possible. All interest earned on such funds shall be reported in each payment request. If total interest earned during the term of this Agreement should exceed \$250.00, the excess shall be promptly remitted to the Federal Government in the manner in which the City shall prescribe.

12. **Program Income.** In accordance with Article 6.08 of this Agreement if any program income is earned by the Subrecipient, all program income earned must be reported to the City with each Payment request and Exhibit W.

13. **Waiver or Determinations.** If any provision of these Accounting and Bookkeeping Procedures cause the Subrecipient undue hardship, particularly those paragraphs herein preceded by "*", are in contradiction of other state or federal grant agreements, are impractical to implement or otherwise conflict with the Subrecipient's own formally adopted and authorized written policies, then the Subrecipient may request a determination for using an alternative procedure or a waiver of enforcement of the conflicting provision from the City. No such determination or waiver shall be deemed effective unless approved in writing by the City's authorized representative. The City may not waive provisions that are statutory or that would violate generally accepted accounting principles or CDBG-DR program rules and regulations.

Pursuant to the Federal Funding Accountability and Transparency Act (FFATA) or 2 CFR 200.330 et seq., the Subrecipient is required to disclose the following:

1. Name of Subrecipient Cass Community Social Services _____
2. Subrecipient Unique Entity Identifier #: JTQYHNU5JFV5 _____
3. As provided to you by your Contractor, in your Subrecipient's organizations preceding completed fiscal year, did it receive 80% or more in gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? Yes or **No** (circle one)
4. As provided to you by your Contractor, in your Subrecipient's organizations preceding completed fiscal year, did it receive \$30,000 or more in gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? **Yes** or No (circle one)
5. As provided to you by your Contractor, does the public have access to information on the compensation of the executives in the Subrecipient's organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 USC 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code. **Yes** or No (circle one)

OFFICE USE ONLY

Federal Award Identification _____

Total Award of Federal Award _____

Total Amount of Federal Funds Obligated by this Action: _____

Subrecipient Name _____ CFDA Number 14.218

R&D Yes or No (circle one)

Subrecipient Term of Performance _____

EXHIBIT D
PAYMENT/REIMBURSEMENT PROCEDURES AND REQUIREMENTS

The following procedures shall be followed by the Subrecipient to facilitate the request for reimbursement of funds expended for budgeted items in performance of the Agreement. The Subrecipient shall submit all requests for reimbursement **by the 15th of each month**. Requests for reimbursement shall be made monthly, unless the City approves a different time interval for submission. All final reimbursements shall be submitted within 90 days of expiration of the contract or by **(date)** unless the City approves a different time interval.

1. The Subrecipient shall submit **one original** of an Invoice that contains the following items of information:
 - A. A letter of transmittal on the Subrecipient's letterhead that:
 1. provides the Subrecipient's legal name and Federal Employer I.D. Number,
 2. states the total requested amount;
 3. specifies the time period covered by the invoice;
 4. specifies the Agreement Number;
 5. specifies the amount of Indirect Costs included, if any;
 6. specifies the amount to be credited toward the Advance (with prior approval from program manager),
 7. reports all program income earned; and
 8. is signed by an authorized representative of the Subrecipient.
 - B. A budgetary status report in the format of the sample attached hereto as Exhibit J, which includes appropriate line items for Indirect Costs (if any) and the Advance (if any) and line items to report Program Income and Interest earned on the Advance (if any);
 - C. A check register listing the direct cost expenditures for the period listed in account order (see sample attached hereto as Exhibit I);

All items of expenditure listed on the check register shall be accompanied by invoices and receipts or other appropriate backup information, in check register order. The City may, in its sole discretion, and at its option, provide the Subrecipient with notice that cancelled checks will be additionally required to backup expenditures should the City decide it necessary. Unless otherwise notified, backup information shall be prepared as follows:

1. Receipts and Invoices - Copies of receipts and invoices shall be submitted in check register order. They shall include the date paid and the check number, and be signed or initialed by an authorized representative of the Subrecipient.
2. Mileage Reimbursement – All requests are to be on the "Private Car Mileage Report" (see sample attached hereto as Exhibit L).

3. Long Distance Calls - All long distance calls contained on the accompanying copy of the telephone bill shall be itemized on one form using the sample attached hereto as Exhibit K, or its equivalent. Any calls not accounted for will be assumed ineligible and therefore not reimbursable. Long distance calls are those made outside the Detroit metropolitan area. Reimbursement of any costs of telephone service and/or long distance calls shall only be allowable as pursuant to the Budget, Exhibit B.
 - D. Each submission shall contain a payroll register as per item d4 of Exhibit C attached hereto and made a part hereof) following the instructions given in Exhibit G (attached hereto and made a part hereof) and utilizing the form found attached hereto as a sample as Exhibit H. ADP payroll or similar information acceptable to the City may be substituted for the Exhibit H form if it contains essentially the same information categories.
 - E. Personnel and payroll costs shall be backed-up with the Time Distribution Summary (Exhibit M hereof). Unless the City specifically requests the Subrecipient to submit time-related records for its review, time sheets, time cards, tax withholding records and other such records shall be kept on file by the Subrecipient in its offices to back up all personnel and payroll charges.
 - F. The signature of the Subrecipient's authorized representative is required on the forms to be submitted under paragraphs A, B, C, D, and E above.
 2. The Subrecipient shall also submit together with each payment request, or at such time otherwise prescribed by the City Project Manager:
 - A. Performance Schedule, attached hereto as samples Exhibits E and E-2 respectively. If performance, or submission of Performance Schedules under this Agreement should fall behind by 60 days or more with respect to the Performance Schedule of this Agreement, then in accord with Article 6 hereof, the City may, within its reasonable discretion, suspend payment in whole or in part to the Subrecipient under this Agreement, until the City determines whether progress on the Project warrants payment and is commensurate with work performed, or is otherwise justifiable.
 - B. Statement of Eligibility, attached hereto as example Exhibit F, as instructed by the Project Manager.
 3. Any submission that does not comply with these procedures and which does not include all of these required supporting documents, may be returned to the Subrecipient with a Letter of Deficiency stating the reason for return. Reimbursement processing in full or in part will not begin by the City until an acceptable invoice with sufficient supportive documentation is received.
 4. Requests for reimbursement for a contract year must begin to be submitted to the City within 90 days of contract execution or the start of the contract term whichever is later and must be submitted monthly thereafter.

5. All requests for reimbursement must be for expenses incurred or purchases made during the term of the current agreement that is not past its end date. An agreement amendment must be processed before reimbursement requests can be made outside of the timeframe of the current agreement.
6. No request for reimbursement may be submitted later than Ninety (90) days after the termination date of the contract.
7. The City reserves the right, without compliance with Article 17 of this Agreement, to amend any of the above items or to add or to delete items, if experience, technological advances, Grantor Agency mandate, or other pertinent issues should make such a change, addition or deletion reasonable and/or necessary.
8. Indirect costs (if any) listed on Budget (Exhibit B), shall be paid, pending City approval of the Subrecipient's indirect cost proposal, as follows:
 - A. The approved indirect cost percentage shall be multiplied by the Subrecipient's direct costs for the period.
 - B. This sum shall be added to the total direct costs documented and approved for that period.
 - C. The indirect cost calculation shall be shown as the last item on Exhibit I, the check register.
 - D. Should the City disallow any direct costs from the request, and then the City shall recalculate and reduce the indirect costs accordingly.

**EXHIBIT E – PART II
PERFORMANCE SCHEDULE
Activity/Outcomes Report Example**

Subrecipient Organization: _____

Number of Service Units provided during the Month of _____, 20____

This section should be tailored to your specific project

Performance Measures/Accomplishments	Projected Total
# of Person Served	
# Affordable Housing Units	
# of Elevated Structures	
# of Properties	
# of Substantially rehabilitated Units	
# of Linear feet of green public improvement	
# of Linear miles of Public Improvement	
# of public facilities	
# of Properties	
# of Public Facilities	
# of buildings (non-residential)	
# of fewer outages of critical facilities and utilities	
# of linear feet of public Improvement	
# of Plan or Planning Products	
# of Public Facilities	
# of Residents protected from future flooding	

COMMENTS: Use this space for explaining any changes in the staffing of the organization, rapid or slow progress in delivering services, changes in the nature of the services, etc.)

Outcome Report

**EXHIBIT F-1
STATEMENT OF ELIGIBILITY**

AREA BENEFIT

SUBRECIPIENT ORGANIZATION:

AGREEMENT CPA# _____

The Services described in Section A of this Agreement are available to all residents living within the following boundaries:

North South East West

The census tracts within these boundaries are:

The percentage of low and moderate income persons within these census tracts is ____%.

**EXHIBIT F-2
STATEMENT OF ELIGIBILITY**

LIMITED CLIENTELE - INCOME DATA MAINTAINED

Name of Organization: _____ Activity Date _____

Client Name: _____

Service/s Requested: _____

Address: _____ Detroit, MI _____

Phone #: _____ Birth Date: _____ Age _____

Is the Service Recipient/Client a Single Female Head of Household (i.e., a single female parent with a child 18 years old or younger)?

Yes No

Race and Ethnicity: **Client must check ONE of the first two lines below THEN choose the appropriate Race category (ies)

Hispanic or Latino	
NOT Hispanic or Latino	
Black or African American	
White	
American Indian or Alaska Native	
Asian	
Native Hawaiian or Other Pacific Islander	
Black or African American and White	
American Indian and White	
Asian and White	
American Indian or Alaska Native and Black African American	
*Other multi-racial category: List	

**EXHIBIT F-3
STATEMENT OF ELIGIBILITY**

LIMITED CLIENTELE - INCOME DATA MAINTAINED

Income Status:

Family Size: _____

Using the family size indicated above, please use the HUD established income limits by family size for the area in which the Public Housing Agency (PHA) is located. The income limits are published annually in a HUD Notice and are generally effective on the date of publication. The income limits are available on the Internet at www.huduser.com at the "datasets" portal.

**Because this organization receives federal funding intended for low and moderate-income households in the City of Detroit, the indicated information is requested for statistical reporting purposes. Racial breakdowns are also required for federal reporting purposes. Please check only one of the listed categories.

Documentation used to verify family income:

Last Income Tax Form _____	Social Security Check/Statement _____	Pay Stubs _____
Employer called _____	Food Stamps or School Lunch _____	Bridge Card _____
Medicaid/Medicare _____	Welfare or Disability Check/Statement _____	

Other _____

Date Verified: _____

Subrecipient Name: _____
Print name

Signature: _____

Date: _____

**EXHIBIT F-4
STATEMENT OF ELIGIBILITY**

LIMITED CLIENTELE - FORMALLY LIMITED

SUBRECIPIENT ORGANIZATION:

AGREEMENT CPA# _____

The Subrecipient formally limits participation in Agreement activities or services to 100% low and moderate income persons in the following manner:

All Clients are pre-identified by another agency/institution as low income in accord with guidelines equal to or lower than the current HUD CDBG Low Income guidelines.

**EXHIBIT F-5
STATEMENT OF ELIGIBILITY**

LIMITED CLIENTELE - PRESUMED BENEFIT

SUBRECIPIENT ORGANIZATION:

AGREEMENT CPA# _____

Type of Limited Clientele (Check, as applicable)

Senior Citizens	
Handicapped	
Homeless	
Abused Children	
Battered Spouses	
Illiterate Persons	
Migrant Farm Workers	

**EXHIBIT F-6
STATEMENT OF ELIGIBILITY**

LIMITED CLIENTELE - NATURE AND LOCATION

SUBRECIPIENT ORGANIZATION:

AGREEMENT CPA# _____

During the term of this Agreement, the Subrecipient will provide the services as described in Exhibit A to **name categories and/or ages of people to be served** living within the following boundaries:

North	
South	
East	
West	

These Boundaries include the following census tracts:

The percentage of low and moderate income persons within these census tracts is __%. It may be inferred, therefore, that due to the nature and location of this project's services, at least 51% of the persons served will be from low and moderate income households.

EXHIBIT G PROGRAM INCOME

- (a) Federal awarding agencies shall apply the standards set forth in this section in requiring recipient organizations to account for program income related to projects financed in whole or in part with Federal funds.
- (b) Except as provided in paragraph (h) below, program income earned during the project period shall be retained by the recipient and, in accordance with Federal awarding agency regulations or the terms and conditions of the award, shall be used in one or more of the ways listed in the following.
 - 1) Added to funds committed to the project by the Federal awarding agency and recipient and used to further eligible project or program objectives.
 - 2) Used to finance the non-Federal share of the project or program.
 - 3) Deducted from the total project or program allowable cost in determining the net allowable costs on which the Federal share of costs is based.
- (c) When an agency authorizes the disposition of program income as described in paragraphs (b)(1) or (b)(2), program income in excess of any limits stipulated shall be used in accordance with paragraph (b)(3).
- (d) In the event that the Federal awarding agency does not specify in its regulations or the terms and conditions of the award how program income is to be used, paragraph (b)(3) shall apply automatically to all projects or programs except research. For awards that support research, paragraph (b)(1) shall apply automatically unless the awarding agency indicates in the terms and conditions another alternative on the award or the recipient is subject to special award conditions, as indicated in Section 14.
- (e) Unless Federal awarding agency regulations or the terms and conditions of the award provide otherwise, recipients shall have no obligation to the Federal Government regarding program income earned after the end of the project period.
- (f) If authorized by Federal awarding agency regulations or the terms and conditions of the award, costs incident to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the award.
- (g) Proceeds from the sale of property shall be handled in accordance with the requirements of the Property Standards (See Sections ____.30 through ____.37).
- (h) Unless Federal awarding agency regulations or the terms and condition of the award provide otherwise, recipients shall have no obligation to the Federal Government with respect to program income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced under an award. However, Patent and Trademark Amendments (35 U.S.C. 18) apply to inventions made under an experimental, developmental, or research award.

**EXHIBIT H
PAYROLL REGISTER INSTRUCTIONS**

(Instructions for: Exhibit H Payroll Register)

Post pay data.

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

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

Post net salaries.

Total the columns.

Deposit withholding taxes immediately upon paying salaries in accounts specifically set up for deposit of withholding taxes. The withholding tax deposit checks listed in the Check Register must correspond exactly to the total amounts in the payroll register. Withholding tax deposit checks shall only be reimbursable by the City if Subrecipient has no legal access to funds deposited in such accounts. Employer F.I.C.A. taxes should be listed separately on the check register.

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

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

**EXHIBIT H -1
PAYROLL REGISTER (SAMPLE)**

SUBRECIPIENT _____ Pay period - From: _____ to: _____
 Agreement Number: _____

PAYROLL REGISTER

Check Date	Check No.	Employee	Title	Gross	NOF %	FICA Total/ NOF	Federal Total/NOF	State Total/NOF	City Total/NOF	Other Total/NOF	NET Total/NOF
Total	XXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXX		XXXXXX						
Total NOF	XXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXX		XXXXXX						

Prepared by: _____ Date: _____ Approved by: _____ Date: _____
 Subrecipient's Authorized Representative

Note: NOF% is derived from Time Distribution Summary for each employee charged to NOF. The NOF percent, based on percentage of hours worked on NOF activities for the period, must be applied across the board to taxes, net pay and other fringes for each person and then be totaled for all persons.

EXHIBIT I
CHECK REGISTER
(SAMPLE)

Subrecipient Name _____ Period Ending _____ Agreement Number _____

Instructions: List checks in account number order. Transfer account subtotals of amount charged to appropriate line items on the Budgetary Status Report.

<i>CHECK REGISTER</i>					
Acct.	Check	Payee Name and Item	Check	Total Amount on the	Amount Charged to
				Total Direct Costs	

Approved Indirect Cost Rate _____ %
Indirect Costs Charged \$ _____
Total Charged \$ _____

Prepared by: _____ Date: _____ Approved by _____ Date: _____

**EXHIBIT K
LONG DISTANCE TELEPHONE CALL
REIMBURSEMENT FORM
(SAMPLE)**

SUBRECIPIENT _____ AGREEMENT NUMBER _____

REIMBURSEMENT FOR EXPENSES FROM: _____ TO: _____

The person who signed under the initials-of-caller column made the following telephone calls. It is understood that each and every telephone call enumerated below was on and for the Subrecipient's performance under this Agreement.

Telephone Service for the Month of _____

LONG DISTANCE TELEPHONE CALL REIMBURSEMENT FORM				
Telephone Number Called	Location	Amount Billed for this Call	Initials of Caller	Comments (Explain how this call relates to NOF project operations.)
TOTAL				

Prepared by: _____ Date: _____ Approved by: _____ Date: _____

**EXHIBIT L
PRIVATE CAR MILEAGE REPORT
(SAMPLE)**

SUBRECIPIENT _____ AGREEMENT NUMBER _____

Total Mileage on Agreement Business _____
(Mileage traveled from home to job or from job to home is not reimbursable)

Prepared by: _____ Approved by: _____ Date: _____

Subrecipient's Authorized Representative _____

PRIVATE CAR MILEAGE REPORT					
Date	Starting Odometer Reading	Ending Odometer Reading	Total Mileage	Employee's Initials - Make & Year of Car: License Number _____	Destination or other explanation of purpose of trip (Explain how this mileage was related to NOF project activities.)

Prepared by: _____ Date: _____ Approved by: _____ Date: _____

**Exhibit M
Time Distribution Summary**

Subrecipient Name: _____

Period From: _____ To: _____

Agreement Number: _____

Prepared By: _____ Date: _____

Authorized By: _____ Date: _____

List All Personnel Charged to the Agreement and their work hours. Personnel listed must coincide with the payroll register. NOF of hours worked must be used to pro-rate charges for each individual employee's salary and withholding tax amounts charged to NOF and be shown on the payroll register calculations. The NOF % also applies to employer FICA taxes charged to this NOF Agreement.

Time Period	Name & Job Title	Hourly Rate	Total Hrs. Worked	NOF Hours Worked	NOF %
		\$			
		\$			
		\$			
		\$			
		\$			

Total All Hours: _____

Total Leave Hours, Holiday, Sick, Vacation for Period: _____

EXHIBIT N
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, 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 further 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 Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions 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 a 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.

Subrecipient Organization Name: Cass Community Social Services

By: Justin E. Forster

Its: Executive Director

Date: July 17, 2025

Exhibit O
Certification Regarding Lobbying

The undersigned certifies, to the best of his knowledge or 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 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 Subrecipient's 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.

Subrecipient Organization Name: Cass Community Social Services

Authorized Representative's Signature: Faith Fowler

Printed Name: Faith Fowler _____

Title: Executive Director _____

Date: June 17, 2025 _____

**EXHIBIT P
SEPARATION OF CHURCH AND STATE**

Pursuant to Title I of the Housing and Community Development Act of 1974, as amended, and the implementing CDBG regulations at 24 CFR 570.200(j) dated September 30, 2003, the Subrecipient agrees that with respect to use and expenditure of CDBG funds in performance of the Services hereunder:

- a) It will not discriminate against any person applying for, or seeking to participate in, CDBG funded activities on the basis of religion and will not limit such services or give preference to persons on the basis of religion or religious belief;
- b) It will provide no religious instruction or counseling, conduct no religious worship or services, and engage in no religious proselytizing, in the provision of funded CDBG activities;
- c) If the organization conducts any religious activities, such activities must be offered separately in time or location from the funded CDBG activities, and participation of beneficiaries of CDBG funded activities in any such religious activities must be wholly voluntary;
- d) If CDBG funds are received for activities, minor maintenance repairs may be made to the facility space in which are to be provided only in proportion to the CDBG funding allocation for the entire facility and to the extent to which the facility is used for secular eligible purposes. Such space must not be a sanctuary, chapel or other room(s) used as a principal place of worship or for inherently religious activities. The above notwithstanding, such expenditures are governed by approved line items as provided in Exhibit B, Budget, of this Agreement and in no case shall maintenance repair costs exceed \$10,000.00, unless the City grants an exception in writing.
- e) No CDBG funds may be used to improve, acquire, construct, rehabilitate, repair or maintain a sanctuary, chapel or other rooms that a CDBG-funded religious congregation uses as its principal place of worship or for inherently religious activities. However, if CDBG funds are awarded for public facility rehabilitation, and space other than provided above is used, the CDBG funds may be used for rehabilitation of structures only to the extent and proportion that those structures are used for conducting eligible CDBG activities. CDBG funds may not exceed the cost of those portions of the rehabilitation that are attributable to eligible CDBG activities in accordance with cost accounting requirements of OMB Circular A-122 and 2 CFR 200

Subrecipient Organization Name: Cass Community Social Services

Authorized Representative's Signature: *Faith Fowler*

Printed Name: Faith Fowler _____

Title: Executive Director _____

Date: June 17, 2025 _____

**EXHIBIT Q
INSURANCE WAIVER & CERTIFICATION**

Subrecipient Organization Name:

Subrecipient Certification for Waiver of Workers Compensation and Employers Liability Insurance

The undersigned authorized representative of the Subrecipient does hereby certify that the above named Subrecipient organization has no employees and does not intend to have any employees during the term of this Agreement.

It is further agreed that should the Subrecipient intend to hire and employ any person(s) during the term of this Agreement, the Subrecipient will: (1) notify the Housing and Revitalization Department of such intent at least thirty (30) days prior to the employment of any such person; and (2) shall provide the Housing and Revitalization Department with certificates of insurance covering Workers Compensation and Employers Liability as specified in Article 13.01 paragraph (a) of this Agreement. Such certification must be submitted at least ten (10) days prior to employing any such person(s).

Signed: _____

Printed Name: _____

Title: _____

Date: _____

**EXHIBIT R
INSURANCE WAIVER & CERTIFICATION**

Subrecipient Organization Name: _____

Subrecipient Certification for Waiver of Owned Automobile Liability Insurance

The undersigned authorized representative of the Subrecipient does hereby certify that the above named Subrecipient organization does not own and does not intend to own any automobile {including one or more car(s), van(s), truck(s) or other motor vehicle(s)} during the term of this Agreement.

It is further agreed that should the Subrecipient intend to acquire one or more automobile(s) {including one or more car(s), van(s), truck(s) or other motor vehicle(s)} during the term of this Agreement, the Subrecipient will: (1) notify the Housing and Revitalization Department of such intent at least thirty (30) days prior to acquiring any such automobile; and (2) shall provide the Housing and Revitalization Department with a certificate of insurance covering Automobile Liability as specified in Article 13.01 paragraph (c) of this Agreement upon its acquisition of such automobile(s).

Signed: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT S

Weekly Time/task log
(Sample- for NOF activities ONLY)

PLEASE CHANGE, ADD OR ELIMNATE ANY ACTIVITIES FROM WEEK TO WEEK AS APPLICABLE TO YOUR SITUATION
actual times so that this serves as a time sheet. Exhibit. E backup should match hours worked.

Staff position: Executive Director

(WEEKLY time/task log)

Week One -	Mon	Tues	Wed	Thurs	Fri	Sat	Weekly totals
	1-4-09	1-5-09	1-6-09	1-7-09	1-8-09		
(List the task performed by your organization)	(Time spent on task)						
Business/Community Event		9-11:30a					2.5
Business Counsel and Refer	1-3p	1-3p	1-3p	1-3p			8
Web-Site database	10:30-a.m 11:30a.m.						1
Lead Grant (2004-2007)							0
Committee meeting				6-7:30 p			1.5
Staff training							0
Newsletter distribution	3-5p						2
Board, staff	6-7:30 p				11a-12p		2.5
Workshops - plan/conduct							0
Collaborative partner meetings		12-1p					1
Other: Deliver NOF report	10-10:30a						0.5
Daily totals (total number of hours)	7	5.5	2	3.5	1		19

Prepared by: _____

Approved by: _____

Date: _____ Signature _____

COMMENTS:

NOTE: WEEKLY time/task log must be prepared for each week of the month

**EXHIBIT T
FUNDING AWARD EXPENDITURE CERTIFICATION**

Subrecipient Organization Name:

The Subrecipient understands and agrees that the funding awards indicated in the Exhibit B, Budget shall be reimbursed when acceptable forms of payment and documentation are submitted to the City as prescribed in Exhibit D for costs and services performed during the term of the agreement.

Any remaining balance shall be reprogrammed within 90 days of expiration of the agreement. Any prior grant award balances shall be reprogrammed and rendered inaccessible to the Subrecipient.

Signed: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT U

**CERTIFICATION DOCUMENTATION
SUBRECIPIENT'S ACCESS TO 90 DAYS' CASH
FOR OPERATIONS AND EXPENDITURES**

The Subrecipient hereby understand and acknowledge that a recent bank statement along with a letter signed by the agency's elected Treasurer must be provided committing the agency's own available cash to remain available, up to the amount specified in this Agreement, which will allow all program operations and expenditures to proceed, pending reimbursement by the City of Detroit.

As an alternative, the Subrecipient can provide a letter on letterhead from a lending institution that identifies a Line of Credit or comparable instrument with an upper limit at or above the amount specified in this Agreement.

In the event, the Subrecipient is unable to provide a letter of commitment or letter of credit, the Subrecipient may submit a written request proposing a different way to demonstrate and ensure available cash on hand, such request must be communicated with the City of Detroit staff prior to the execution of this Agreement.

The Subrecipient hereby understand and acknowledge that submission of the certification documents is required to ensure ongoing program operation and expenditures.

Signed: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT V
CDBG INCOME LIMITS
Low/Moderate Income Guidelines

All Sub-Recipients must use the HUD established income limits by family size for the area in which they are operating. The income limits are published annually in a HUD Notice and are generally effective on the date of publication. The income limits are available on the Internet at <https://www.hudexchange.info/incomecalculator/>.

Certification for a Drug-Free Workplace

Applicant Name: _____

Program/Activity Receiving Federal Grant Funding: _____

On behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

- e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- Establishing an on-going drug-free awareness program to inform employees ---
 1. The dangers of drug abuse in the workplace;
 2. The Applicant's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Signature of Authorized Official	Title	
		Date

CONFLICT OF INTEREST CERTIFICATE

I hereby affirm that I have received copies of the provisions of the Code of Federal Regulations relevant to conflict of interest in regards to Subrecipient Agreements under the CDBG, HOME, and ESG programs and I hereby Certify that to the best of my knowledge and belief, no actual or apparent Conflict of interest exists with regard to the performance of this Agreement.

Name of Organization: _____

Name: _____
(Print)

Signature _____ _____
President of Board of Directors Date

Or authorized representative:

Signature Authorized Representative: _____

Title: _____ _____
Date

EXHIBIT W**Subaward Data¹**

(i)	Subrecipient Name:	Cass Community Social Services
(ii)	Subrecipient Unique Entity Identifier:	JTQYHNU5JFV5
(iii)	Federal Award Identification Number (FAIN):	B-22-MF-26.0002
(iv)	Federal Award Date of Award to the Recipient by the Federal agency:	December 4, 2024
(v)	Subaward Period of Performance Start Date:	August 1, 2025
	Subaward Period of Performance End Date:	July 31, 2027
(vi)	Subaward Budget Period Start Date:	August 1, 2025
	Subaward Budget Period End Date:	July 31, 2027
(vii)	Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient	\$750,000
(viii)	Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation:	\$750,000
(ix)	Total Amount of the Federal Award Committed to the Subrecipient by the Pass-Through Entity:	\$\$750,000
(x)	Federal Award Project Description	CDBG-DR
(xi)	Name of Federal Awarding Agency	HUD
	Name of Pass-Through Entity:	City of Detroit
	Contact Information for Federal Awarding Official:	Keith Hernandez keith.hernandez@hud.gov
	Contact Information for [CAA] Authorizing Official:	Julie Schneider Schneiderju@detroitmi.gov
	Contact Information for [CAA] Project Director	Steve Girodat girodats@detroitmi.gov
(xii)	CFDA Number and Name:	14.218
(xiii)	Identification of Whether Subaward is R&D:	No
(xiv)	Indirect Cost Rate for [CAA] Federal Award	57.15%
	Subrecipient Indirect Costs:	See Exhibit B - Approved Budget

¹ This information is required by the Uniform Guidance, 2 C.F.R. § 200.331(a)(1). The Uniform Guidance also requires that if any of these data elements change, the pass-through entity must include the changes in subsequent Subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the federal prime award and Subaward.

EXHIBIT X

DUPLICATION OF BENEFIT CERTIFICATION

Background: The U.S. Congress appropriated supplemental Community Development Block Grant Disaster Recovery (CDBG-DR) funding for the 2021 and 2023 disasters through Public Law 117-43, 117-180, and Public Law 118-158 to support long-term recovery efforts following FEMA# 4607 & 4757 - Michigan Severe Storms, Tornadoes, and Flooding.

The CARES Act provides that the Secretary of Housing for Urban Development (HUD) shall ensure there are adequate procedures in place to prevent duplication of benefits as required under section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (42 U.S.C. 5155) as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 132 Stat. 3441). HUD is requiring that each grantee have procedures to prevent the duplication of benefits when it provides financial assistance with CDBG-DR funds.

Definition: Duplication of benefits occurs when any person, business or other entity receives financial assistance from multiple sources for the same purpose, and the total assistance received for that purpose is more than the total need for assistance, or when Federal financial assistance is provided to any person, business, or other entity through a program for any part of such loss to which financial assistance is received under any other program, insurance or any other source for the same costs, and the total amount exceeds the total need for those costs.

Certification:

I, Faith Fowler hereby certify that CDBG-DR funds, awarded by the City of Detroit through Public Law 117-43, 117-180, and 118-158 does not exceed the need for assistance, duplicate other assistance received by the Subrecipient for the same purpose, or duplicate any funds from the following sources:

- The Paycheck Protection Program
- Unemployment Compensation Benefits
- Insurance claims/proceeds
- Federal Emergency Management Agency (FEMA) funds
- Small Business Administration funds
- Other Federal, State or local funding
- Other Non-Profit, Private Sector or Charitable funding

This certification serves to acknowledge that the Subrecipient understands and agrees that the CDBG-DR funds must be repaid if it is determined that such assistance is duplicative.

Name of Organization: Cass Community Social Services
Authorized Representative's Signature: *Faith E. Fowler*
Printed Name: Faith Fowler
Title: Executive Director
Date: July 17, 2025

City of Detroit
Housing and Revitalization Department
CDBG-DR (Disaster Recovery) Duplication of Benefits Certification Form

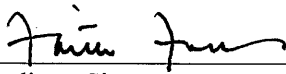
The City of Detroit shall ensure there are adequate procedures in place to prevent any duplication of benefits as required by section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance 1 Act (42 U.S.C. 5155) and in accordance with section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 132 Stat. 3442), which amended section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155).

Duplication of Benefits occurs when a beneficiary receives assistance from multiple sources for a cumulative amount that exceeds the total need for a particular recovery purpose. The amount of the duplication is the amount of assistance provided in excess of need. The Stafford Act requires a fact-specific inquiry into assistance received by each person, household, or entity.

I/We, Faith Fowler, affirm Cass Community Social Services DID NOT receive benefit from any other federal disaster relief/recovery programs (i.e. FEMA, SBA, Insurance). (NO FURTHER ACTION)

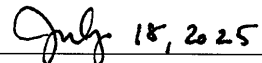
I/We, N/A, affirm (co-applicant name) DID NOT receive benefit from any other federal disaster relief/recovery programs (i.e. FEMA, SBA, Insurance) for the exact SAME expenses being requested from the City of Detroit or its Subrecipients.

By executing this Certification, Applicant(s) acknowledge and understand that Title 18 United States Code Section 1001: (1) makes it a violation of federal law for a person to knowingly and willfully (a) falsify, conceal, or cover up a material fact; (b) make any materially false, fictitious, or fraudulent statement or representation; OR (c) make or use any false writing or document knowing it contains a materially false, fictitious, or fraudulent statement or representation, to any branch of the United States Government; and (2) requires a fine, imprisonment for not more than five (5) years, or both, which may be ruled a felony, for any violation of such Section.


Applicant Signature

July 18, 2025
Date

N/A
Co-Applicant Signature

 July 18, 2025
Date

I/We, _____, affirm the following dated this the _____ day of _____, 20____:

List amount and source for ALL Federal and/or State financial assistance received for disaster recovery or resiliency planning projects

I/We have received the following disaster recovery assistance funds from (List program(s):

1 Source of Funding	2 Amount Awarded (\$)	3 Use of Funds	4 Verification of Award (✓) or (X)	5 Documentation of Expenditure (✓) or (X)	6 Amount Expended
a. FEMA					
b. Small Business Administration (SBA) Loan					
b. Insurance					
c. Private Funds					
d. _____					
Total					
Duplication of Benefits Total From Column 2 \$_____:					
NOTES:					

EXHIBIT Y
COST ANALYSIS

Is the expenditure allowable per the federal grant? YES NO

- Is the cost necessary?
- Does the cost meet the requirements of the federal award?
- Is the cost reasonable (what a prudent person would pay in a competitive marketplace)?
- Does the purchase adhere to the procurement procedures?
- The purchase cannot be included as cost/matching.
- Is the procurement determined with General Accepted Accounting Principles?

Is the expenditure reasonable? YES NO

- Is the cost ordinary and necessary?
- What are the current usual prices for the expense (based on historical costs or currently advertised or published prices)?
- Are there any extraordinary circumstances (i.e. government requirements, terms of the federal award) that affect the cost?
- Was the procurement made with sound judgment?
- Are the same procurement procedures followed for federally funded and non-federally funded procurements?

Can the expenditure be allocable per the federal grant? YES NO

- Is the cost specific to the grant?
- Does the procurement apply to other programs/projects and can the cost be shared?
- Does the grantee/subgrantee have an approved indirect cost plan?

EXHIBIT Z

PRICE ANALYSIS

1. Vendor _____

Cost _____

YES NO

Specifications

Product Description

2. Vendor _____

Cost _____

YES NO

Specifications

Product Description

3. Vendor _____

Cost _____

YES NO

Specifications

Product Description

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, W Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis- Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347inst.r.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and

liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

EXHIBIT BB
CITY OF DETROIT
HOUSING AND REVITALIZATION
LIEN

NOTICE IS HEREBY GIVEN, that in accordance with the **COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”), Neighborhood Opportunity Fund, Public Facility Rehabilitation Agreement** (the “Agreement”), dated _____, the City of Detroit, Housing and Revitalization Department (the “City of Detroit”), asserts a lien on property owned by _____, a Michigan nonprofit corporation, herein called the "grant recipient," and the title holder of the property situated in the City of Detroit, County of Wayne, State of Michigan, described as:

Commonly known as:

Ward and Item

Said lien is pursuant to the grant recipient’s acceptance of CDBG grant funds up to the amount of _____ **and 00/100 DOLLARS**, (\$ _____) from the City of Detroit, said grant funds to be used for the repair or rehabilitation of the above described property and the improvements thereon. In recognition of the aforementioned grant and the benefits derived there from, it is agreed by the grant recipient:

1. There shall exist an obligation in favor of the City of Detroit up to the amount of _____ **and 00/100 DOLLARS** (\$ _____) commencing upon (1) _____ expiration date or (2) completion date, if earlier, of the Agreement. The obligation is to remain in force for a period of sixty (60) months. The grant recipient shall continue to operate the property so as to meet the requirements of 24 CFR 570.208, i.e. the National Objective of the Community Development Block Grant Program.
2. It is further agreed that the identified premises shall contain no sectarian or religious symbols or decorations; that the grant recipient, in connection with any public service programs(s) provided on the identified premises, shall not discriminate against any employee or applicant for employment on the basis of religion and shall not limit employment or give preference in employment to persons on the basis of religion; that the grant recipient shall provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence on the premises; and that the grant recipient shall not discriminate against any applicant, or limit services to, or give preference to, any applicant for the public services provided on the premises on the basis of religion; and
3. It is further agreed that if the grant recipient should sell or otherwise dispose of the property or should violate any of the foregoing covenants during the sixty (60) month term of the obligation, as provided under 24 CFR 570.503 (b) (7), the obligation shall be due and owing to the City of Detroit, on such terms and conditions as shall be prescribe in the Agreement.
4. It is further agreed that this lien shall be recorded with the Register of Deeds, County of Wayne, State of Michigan.

The covenants, restrictions, and conditions herein shall run with the land and shall be binding upon the respective heirs, assigns and successors, and shall continue in effect until the City of Detroit, releases said covenants, restrictions conditions.

[Signatures are on the following pages]

[SIGNATURE PAGE TO LIEN]

IN WITNESS WHEREOF, this Lien has been duly executed by Grant Recipient as of the day and year first above written.

Dated: _____

WITNESSES:

GRANT RECIPIENT

Print:

By:

Its:

Print:

CITY OF DETROIT,
a Michigan public body corporate

By:

Its:

STATE OF MICHIGAN)

)ss.

COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on _____ by

_____ and _____

_____.

Print

Notary Public, Wayne County, Michigan

My commission expires:

Acting in the County of _____

Drafted by and return to:

City of Detroit

Housing and Revitalization Department

2 Woodward Avenue, Suite 908

Detroit, Michigan 48226

Attachment of EXHIBIT CC

Owner's Consent and Acknowledgment

This Consent and Acknowledgment is executed by _____, (the "Property Owner"), of the real property located in the City of Detroit, County of Wayne, and described as, Property Address: _____ (the "Leased Property").

The Property Owner acknowledges that the _____ (the "Subrecipient"), currently has a lease agreement, for a period of _____ years that will expire on _____ [insert date].

The Property Owner consents to proposed improvements to the Leased Property to be funded by the U.S. Department of Housing and Urban Development ("HUD") under the Community Development Block Grant (the "CDBG") program pursuant to a Public Facility Rehabilitation Agreement, and grants permission to the Subrecipient to undertake the proposed improvements.

The Property Owner acknowledges that there will be a lien placed on the Leased Property in the amount of the granted funds in accordance with HUD regulations.

Property Owner:

By: _____

Name: _____

Title: _____

Date: _____

Form must be notarized below.

State of Michigan

County of _____

Signed or attested before me on _____

Signature of Notary (Seal, if any)

My commission Expires _____

Note: This form is required **only if the Subrecipient is a tenant** and is making real estate investment to the portion of the building or facility for which the Subrecipient holds a lease.