COLEMAN A. YOUNG MUNICIPAL CENTER

2 WOODWARD AVENUE, SUITE 1026

DETROIT, MICHIGAN 48226

 CITY OF DETROIT PHONE: 313  628-2158

 OFFICE OF THE CHIEF FINANCIAL OFFICER FAX: 313  224  0542

 OFFICE OF DEVELOPMENT AND GRANTSWWW.DETROITMI.GOV **#13**

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April 22, 2020

The Honorable Detroit City Council

# ATTN: City Clerk Office

200 Coleman A. Young Municipal Center

Detroit MI 48226

# RE: Request to Accept and Appropriate the COVID-19 Emergency Response Fund Grant

The United Way for Southeastern Michigan has awarded the City of Detroit Office of Mobility with the COVID-19 Emergency Response Fund Grant for a total of $150,000.00. There is no match requirement. The total project cost is $150,000.00.

The objective of the grant is to provide improved transportation services to essential employees in the healthcare and grocery industries during the COVID-19 Emergency. The funding allotted to the department will be utilized to cover the total cost for an estimated 5,000 rides through local taxi and shuttle vendors, and ensure that all vehicles provide a clean and safe ride to workers.

If approval is granted to accept and appropriate this funding, the appropriation number is 20806.

I respectfully ask your approval to accept and appropriate funding in accordance with the attached resolution.

 Sincerely,



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 Katerli Bounds Office of Budget

Director, Office of Development and Grants

 CC: /6/

 Sirene Abou-Chakra, Chief Development Officer

 Sajjiah Parker, Assistant Director, Grants

**Office of Development and Grants**



**RESOLUTION**

# Council Member\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**WHEREAS,** the Office of Mobility is requesting authorization to accept a grant from United Way for Southeastern Michigan, in the amount of $150,000.00, to provide improved transportation services to essential employees in the healthcare and grocery industries during the COVID-19 Emergency; and

**WHEREAS,** this request has been approved by the Office of Budget; now

**THEREFORE, BE IT RESOLVED** that the Director or Head of the Department is authorized to execute the grant agreement on behalf of the City of Detroit, and

**BE IT FURTHER RESOLVED,** that the Budget Director is authorized to establish Appropriation number 20806, in the amount of $150,000.00, for the COVID-19 Emergency Response Fund Grant.

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## I. Introduction

United Way for Southeastern Michigan, a Michigan non-profit corporation, of 3011 W. Grand Blvd., Suite 500,

Detroit, MI 48202 (“UWSEM”) has approved a grant of $150,000 (the “Grant”) with consideration for a second

$50,000, pending fund resources are available to the City of Detroit of 2 Woodward Avenue, Suite 1126, Detroit, MI 48226 (the “Partner”). The Grant is being made to support community-wide collaborative efforts to close gaps in services and programs due to the growing concerns about coronavirus (COVID-19). This Grant Agreement establishes the legal terms and conditions of the awarding and use of the grant and constitutes the entire agreement between parties.

1. **Issue date**

This Grant has been issued by UWSEM on April 17, 2020

1. **Grant Period**

The effective funding cycle is April 17, 2020 – June 30, 2020 unless otherwise indicated (the “Grant Period”).

## IV. Use of funds

Partner will use Grant Funds to support the funding that is urgently needed to provide emergency transportation to essential employees most in need of them to do their jobs. The program will provide mobility through local taxi and shuttle vendors and ensure that all vehicles provide a clean, safe ride to workers.

## V. Reporting

Partner will provide UWSEM with reporting during the grant period which shall include but not limited to:

1. Estimated number of unique individuals served
2. Geographic region of where service was provided
3. Additional information may be requested by United Way at a later time

 Report will be submitted on the following dates: May 15, 2020 – Mid Report

 July 15, 2020 – Final Report

Partner will also provide financial documentation to UWSEM upon request.

## VI. Grant Contingencies

Partner will use the grant for the project described. Under sections 501 and 4945 of the Internal Revenue Code

(the “Code”), the grant may not be used to carry on propaganda, to attempt to influence legislation, or participate in, intervene in, or attempt to influence the outcome of, political campaigns or elections. Additionally, under the applicable provisions of the Code, the grant funds may be used in furtherance of the Partner’s charitable purposes. The Partner agrees to:

1. Not use the Grant for purposes prohibited by the preceding two sentences,
2. Use the Grant in furtherance of the Partner’s charitable purposes (as set for in its Articles of Incorporation and Application For Recognition of Exemption to the IRS) and
3. Promptly reimburse the UWSEM any Grant amounts not used to further its charitable purposes.

Additional contingencies may be issued at any point during the Grant Period, the application or after the Grant has been awarded.

## VII. Expectations Expectations of Partners

As a UWSEM partner, Partner is responsible:

* To maintain up to date contact information for the organization with Partner’s UWSEM staff liaison.
* To adhere to all expectations, policies, procedures, financial and programmatic reporting deadlines as outlined in this Grant Agreement.
* To comply with and support all applicable laws concerning unlawful discrimination and having a written policy that is in compliance with such laws.
* To identify Partner as a UWSEM partner organization with the use of the UWSEM logo (national or regional barriers of this visibility must be discussed with UWSEM staff).
* Inform UWSEM staff in writing of strategic alliances and mergers or collaborations and partnerships

**Expectations of UWSEM:**

* To provide access to reasonable support from UWSEM staff to assist with applying for grants, outcome measurement, building partnerships, training opportunities and other types of technical assistance.
* To respect agency autonomy to determine its policies of operation and to administer its own internal affairs.

## VIII. Conditions

The Grant is made, and all proceeds of the Grant must be used, in accordance with all applicable procedures, including, without limitation the following stipulations. **Please read the following carefully**:

## 1. Type of Investment

The Grant is issued through the COVID-19 Response Fund, which allows for funding to an agency, program, strategy or collaborative that responds to the COVID-19 global pandemic.

**2. Counterterrorism**

The Partner agrees to adhere to the standards outlined in Appendix A: Counterterrorism Compliance

## 3. Publicity and Marketing

Any and all media or communication that recognizes other funding sources must also recognize United Way for Southeastern Michigan.

* All printed/promotional materials, specific to the program being funded, such as brochures, programs, newsletters, press releases, educational materials and announcements, must include mention of United Way for Southeastern Michigan as a funding source.
* For online materials, including web sites, blogs, electronically distributed releases, and social media/networking, the United Way electronic logo should link to the United Way for Southeastern Michigan website at www.liveunitedsem.org

## 4. Crediting United Way for Southeastern Michigan

Acknowledgement of the United Way partnership may be facilitated by using the United Way for Southeastern Michigan logo and/or credit line.

* The logos provided to you must be produced as a unit without alteration.
* In addition to the use of the United Way for Southeastern Michigan logo, funding recipients may also use the following line of text (or reasonably similar wording) to credit United Way: "*This program is supported in part by a grant from United Way for Southeastern Michigan.*"

## 5. Payment Terms

Provided that the Partner is not in default under the terms of this Grant Agreement, UWSEM shall make a one time payment to the Partner. UWSEM reserves the right to withhold and forfeit the distribution of funds due to programmatic or financial impropriety or failure to comply with the terms of this Grant Agreement until the issue(s) is resolved to the satisfaction of UWSEM.

|  |  |  |
| --- | --- | --- |
| **Payment Date**  | **Payment Amount**  | **Contingent on:**  |
| Within two weeks signing Grant Agreement  | $150,000  | Signed Grant Agreement  |

## 6. Termination Options

UWSEM reserves the right to terminate this Grant Agreement at any time in the event that UWSEM determines that the Partner has not performed in accordance with this Grant Agreement or satisfied the specific contingencies of the approved program, including in the event that, based on UWSEM’s determination, in its sole discretion, that:

* 501 (c)(3) Partner loses its exemption from federal income taxation under Section

501(c)(3) of the Internal Revenue Code of 1986, as amended

* Partner is non-compliant with any federal, state or local laws and regulations; or
* Partner ceases program operations.

Partners may terminate this Grant Agreement by providing reasonable notice of their intent and rationale for doing so to UWSEM staff in writing.

In the event of a termination of this Grant Agreement, any funds that have not yet been paid to the Partner will be immediately forfeited.

## 7. Severability and Governing Law

In the event that any provision or any part of a provision of this Grant Agreement is finally determined to be superseded, invalid, illegal or otherwise unenforceable pursuant to applicable laws by an authority having jurisdiction, such a determination shall not affect the legality or enforceability of the remaining provisions or parts of provisions, which shall remain in full force an defect as if the unenforceable provision or part were deleted. This Grant Agreement is governed by the laws of the State of Michigan.

## 8. Indemnification

To the extent permitted by law, Partner hereby agrees to indemnify, defend and hold harmless UWSEM, its trustees, officers, and employees, from and against, and in respect to, any and all losses, expenses, costs, obligations, liabilities and damages, including interest, penalties and reasonable attorney’s fees and expenses, that may arise as a result of any negligent or willful acts or omissions of Partner or any of its agents or employees.

## 9. Scope of Work Changes

In the event that the Partner deems a change necessary to the requirements as set forth in Section IV Use of Funds, the Partner will consult with UWSEM regarding these changes in advance. Any proposed changes will be assessed to determine the reason(s) behind the need for a change and the potential impact to the project. No change to the Scope of Work will be made without explicit consent from UWSEM in the form of an amendment to this Grant Agreement.

## 10. Change Requests

UWSEM reserves the right to request any changes to the requirements and specifications of this Grant Agreement and the Scope of Work to be performed by the Partner under this Grant Agreement. During the course of ordinary business, it may become necessary for UWSEM to discontinue certain business practices or create additional services/deliverables covered by this Agreement

## 11. Ownership of Deliverables and Data

All deliverables created by the Partner and delivered to in connection with this Grant Agreement (the

“Deliverables”) shall be owned by UWSEM and shall be considered works made for hire by the Partner for

UWSEM under United States Copyright law. UWSEM shall own all United States and international

copyrights, trademarks, patents or other proprietary rights in the Deliverables. All data submitted to UWSEM in connection with this Grant Agreement (“the Data”) is considered property of UWSEM.

Individual client confidentiality is protected and UWSEM will never disclose a clients’ name or photo without prior consent and approval. Partner shall, in a timely manner, secure such consent and approval upon UWSEM’s request. Partner agrees to execute and deliver any additional documents reasonably required to effectuate the intent of the parties with respect to the ownership of the Deliverables and/or the Data upon UWSEM’s request.

## 12. Acceptance of Grant

Signing this Grant Agreement indicates acknowledgement and acceptance of the terms outlined above and in all appendices.

## 13. Record Maintenance and Inspection

Partner shall maintain books and records regarding the use of the grant and agrees to make these records available to the UWSEM or a designated agent for inspection at the Partner site upon UWSEM’s request.

## 14. Tax-Exempt Status

The Partner confirms that its letter received from the IRS which determines that the Partner is (i) exempt from federal income taxation under Section 501(a) of the Code as an organization described in Section 501(c)(3) of the Code, and (ii) an organization that is not a private foundation under Section 509(a)(1) of the Code, has not been revoked. The Partner will advise UWSEM of any change in its tax-exempt status during the term of this Grant Agreement. Under some circumstances, large grants can affect an organization’s status as a public charity. By signing this agreement, Partner warrants that acceptance of the Grant Funds will not jeopardize its status as a public charity for federal tax purposes.

## 15. Assurances, Certifications and Requirements

Compliance with Civil Rights, Other Laws. The Partner shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight or marital status pursuant to P.A. 453 of 1976, Section 209. The Partner shall also comply with the provisions of the Michigan Persons with Disabilities Civil Rights Act, P.A. 1976, No. 220, as amended (M.C.L. Section 37.1101 et. seq.) and Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 355, which states that no employee or client or otherwise qualified handicapped individual shall, solely by reason of this handicap, be excluded from participation, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Further, the Partner shall comply with the Americans with Disabilities Act of 1990 (ADA), P.L. 101-336, 104 Stat. 327, which prohibits discrimination against individuals with disabilities and provides enforcement standards. The Partner shall comply with all other Federal, State or local laws, regulations and standards, and any amendments thereto, as they may apply to the performance of this Agreement.

1. **Certifications Regarding Lobbying.**

As required by section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the Partner certifies that:

* 1. No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons influencing or attempting to influence an officer or employee of a department, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

* 1. 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 department, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard form – LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.

* 1. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all Partners shall certify and disclose accordingly.

1. **Certification Regarding Debarment, Suspension, and Other Responsibility Matters.** This certification is required by the government-wide regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 180, Section 180.335, *What information must I provide before entering into a covered transaction with a Federal agency?*

As the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that neither the applicant nor its principals:

* 1. Is presently excluded or disqualified; Has been convicted within the preceding three years of any of the offenses listed in § 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
	2. Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal,

State, or local) with commission or any of the offenses listed in § 180.800(a); or

* 1. Has had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.
	2. Where the parties are unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Agreement.

The Partner shall promptly notify UWSEM of any criminal litigation, investigations or proceeding which may have arisen or may arise involving the Partner or any of the Partner’s contractors, or any of the foregoing entities’ then current officers or directors during the term of this Agreement and three years thereafter.

All notices shall be provided in writing to UWSEM within fifteen (15) business days after the Partner learns about any such criminal or civil investigations and within fifteen (15) days after the commencement of any proceeding, litigation, or arbitration, as otherwise applicable. Details of settlements, which are prevented from disclosure by the terms of the settlement, shall be annotated as such. The Partner may rely on similar good faith certifications of its contractors, this certification shall be available for inspection at the option of

UWSEM.

The Partner certifies to the best of its knowledge that within the past three (3) years, the Partner has not;

* 1. Failed to substantially perform a state contract or subcontract according to its terms, conditions, and specifications within specified time limits.
	2. Refused to provide information or documents required by a contract including, but not limited to information or documents necessary for monitoring contract performance.
	3. Failed to respond to requests for information regarding contract compliance or accumulated repeated substantiated complaints regarding performance of a contract.

Failed to perform a state contract or subcontract in a manner consistent with any applicable state or federal law, rule, regulation, order, or decree.

The Partner shall require each primary Subgrantee or subcontractor, whose subcontract or subgrant will exceed $25,000, to disclose to the Partner, in writing, whether at of the time of the award of the subcontract or subgrant, the Subgrantee, or its principals, is or is not debarred, suspended, or proposed for debarment by the State of Michigan. The Partner shall then inform UWSEM of the contractor’s status and reasons for the Partner’s decision to use such contractor, if the Partner so decides.

If it is determined that the Partner knowingly rendered an erroneous certification under this provision, in addition to the other remedies available, UWSEM may immediately terminate this Agreement.

If UWSEM finds that grounds to debar exist, it shall send notice to the Partner of proposed debarment indicating the grounds for proposed debarment and the procedures for requesting a hearing. If the Partner does not respond with a written request for a hearing within twenty (20) calendar days, UWSEM shall issue the decision to debar without a hearing. The debarment period may be of any length up to eight (8) years.

1. **Compliance with Federal and State Requirements.** The Partner shall comply with all Federal, State or local statutes, regulations and administrative rules, and any amendments thereto, as they may apply to the performances of this Agreement.

The Partner shall keep informed of federal, state, and local laws, ordinances, rules, regulations, orders, and decrees of bodies or tribunals having any jurisdiction/authority that in any manner affects those engaged in or employed on the work done under this Agreement or that in any manner affects the conduct of the work done under this Agreement.

Nondiscrimination. In the performance of the Agreement, the Partner agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability. Partner further agrees that every subcontract or subgrant entered into for the performance of this Agreement or any purchase order resulting from this Agreement will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Partner. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of the Agreement.

1. **Freedom of Information Act.** All information in this Agreement is subject to the provisions of the

Freedom of Information Act. 1976 public Act No. 442, as amended, MCL 15.231, et seq

## 20. Governing Law

This Grant Agreement shall be construed in accordance with and governed by the laws of the state of Michigan. Any and all matters of dispute of any nature whatsoever arising out of, or in any way connected with this Agreement, or the relationship between the parties hereto, will be subject to determination only by the Federal or State courts located in Wayne County of the State of Michigan. UWSEM and the Partner consent and submit to the jurisdiction of such courts.

## 21. Article Counterparts

This Grant Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In addition, signatures

 

transmitted by facsimile or other electronic means shall be deemed the same as originals and shall be effective upon receipt.

## 22. UWSEM contact

Any notifications related to this Grant Agreement should be sent in writing to the following:

 Steven J. Schwartz

Chief Financial Officer

United Way for Southeastern Michigan

3011 West Grand Boulevard, Suite 500

Detroit, MI 48202

Email: community.impact@liveunitedsem.org

**As evidence of the Parties’ mutual understanding of and agreement with the terms herein, they have signed this Grant Agreement as of the Issue Date of the Grant set forth above.**

UNITED WAY FOR SOUTHEASTERN MICHIGAN

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name:

Title:

CITY OF DETROIT

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name:

Title:

 

## Appendix A: Counterterrorism Compliance

In compliance with the spirit and intent of the USA PATRIOT Act and other counterterrorism laws, the United Way for Southeastern Michigan requests that each funded partner agency (“Organization”) certify that it is in compliance with the United Way for Southeastern Michigan and the United Way of America’s (UWA) compliance program yearly.

### ORGANIZATION NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |
| --- | --- | --- |
| **Check the Appropriate Box to indicate Your Compliance With Each of the Following:**  | **Comply**  | **Do not** **Comply**  |
| This Organization is not on any federal terrorism “watch lists,” including the list in Executive Order 13224, the master list of specially designated nationals and blocked persons maintained by the Treasury Department, and the list of Foreign Terrorist Organizations maintained by the State Department.  |  |  |
| This Organization does not, will not and has not knowingly provided financial, technical, in-kind or other material support or resources\* to any individual or entity that is a terrorist or terrorist organization, or that supports or funds terrorism.  |  |  |
| This Organization does not, will not and has not knowingly provided or collected funds or provided material support or resources with the intention that such funds or material support or resources by used to carry out acts of terrorism  |  |  |
| This Organization does not, will not and has not knowingly provided financial or material support or resources to any entity that has knowingly concealed the source of funds used to carry out terrorism or to support Foreign Terrorist Organizations.  |  |  |
| This Organization does not regrant to organizations, individuals, programs and/or projects outside of the United States of America without compliance with IRS guidelines.  |  |  |
| This Organization takes reasonable, affirmative steps to ensure that any funds or resources distributed or processed do not fund terrorism or terrorist organizations.  |  |  |
| This Organization takes reasonable steps to certify against fraud with respect to the provision of financial, technical, in-kind or other material support or resources to terrorists and terrorist organizations.  |  |  |

\*In this form, “material support and resources” means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

I certify on behalf of the Organization listed above that the foregoing is true.

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_