

CITY OF ANN ARBOR  
 2020 – 2021 HUMAN SERVICE CONTRACT WITH  
 Shelter Association of Washtenaw County  
 (General Fund)

THIS AGREEMENT, dated the 1<sup>st</sup> of November, 2020, is between the City of Ann Arbor, a Michigan municipal corporation, whose address is 301 E. Huron Street, Ann Arbor, Michigan 48107 ("City") and Shelter Association of Washtenaw County, a Michigan nonprofit corporation, whose address is P.O. Box 7370, Ann Arbor, Michigan 48107 ("Contractor").

*WHEREAS, the City and the Contractor desire that the Contractor shall provide the services specified in this Agreement.*

**THE PARTIES AGREE AS FOLLOWS:**

1. SERVICE DESCRIPTION AND OUTCOME TARGETS and SPECIAL CONTRACT CONDITIONS  
 Contractor agrees to provide services in a lawful and proper manner as detailed on Attachment 1, "2020 – 2021 Scope of Services, Outcome Targets, and Grant Timeline", to lower income City of Ann Arbor as well as Washtenaw County residents with priority to very low income City and County residents as determined by criteria established by the Department of Housing and Urban Development (HUD) and in consideration of the noted special contract conditions. Contractor agrees to expend City of Ann Arbor General Funds in accordance with the Target Population Residency Requirements identified in Attachment 1.

Special Contract Conditions: None.

2. BUDGET. If Contractor is in compliance with this Agreement, the City agrees to pay up to, or on behalf of the contractor as detailed on Attachment 2, "2020-2021 Program Budget", from the following funding source. Such payments shall be made on behalf of the City as coordinated by the Office of Community and Economic Development.

Program	Funding Source	Amount
2020-21 Winter Emergency Shelter and Warming Center Response	City of Ann Arbor General Funds	\$72,000
TOTAL		\$72,000

3. TERM. The services provided shall commence on November 1, 2020 and shall terminate April 1, 2021 as to services performed and payments to be made.
4. COMPLIANCE WITH LAWS. Contractor agrees to comply with all federal, state and local laws applicable to services provided under this contract.

The Contractor warrants, represents and agrees that it and all of its agents, employees and contractors are sufficiently and properly trained and licensed to competently and lawfully perform any activity any one of them may perform under this contract.

5. CONTRACT AMENDMENTS/BUDGET TRANSFERS. This Agreement may be amended only by a written agreement approved by the City and the Contractor's Board of Directors.

Line item budget transfers which do not affect the Scope of Services or Outcome Targets or amendment of the termination date must be requested in advance in writing by the Contractor and approved in advance in writing by the City Administrator or his/her designee.

6. FINANCES, AUDITS, AND INSPECTIONS. The Contractor shall supply documentation of all City General Fund expenditures to the City. Documentation shall include payments for purchases, vouchers and other official documentation that show in proper detail the nature and propriety of such expenditures. All documents must be clearly identifiable and readily accessible. Where any expenditure is allocable only in part to services under this Agreement, the Contractor shall maintain and make available on request sufficient documentation to demonstrate the reasonableness of the allocation.

The Contractor agrees to securely maintain its records for a period of five (5) years after the final disbursement to the Contractor. The Contractor shall permit the City to examine these records upon giving reasonable notice to the Contractor. The City may, at a reasonable time after giving reasonable notice, cause an audit of the records of the Contractor.

The Contractor agrees to complete and submit to the City within twelve months of the close of the Contractor's fiscal year annual audited financial statements and management letter(s) prepared by an independent auditing firm.

7. COMPENSATION. The City agrees to make payments in quarterly installments in accordance with the Grant Timeline in Attachment 1 unless otherwise approved in writing by the parties. Such payments shall be made on behalf of the City as coordinated by the Office of Community and Economic Development. Ten percent (10%) of the general operations funds may be held until all terms of the contract are completed. If at the end of the term of this Agreement there are unexpended portions of the contract amount stated in paragraph 2, the unexpended funds will be retained by the City for reallocation to other purposes.

No funds shall be disbursed under this Agreement by the Contractor or any other subcontractor except under a written contract and unless the subcontractor is in compliance with all City requirements with regard to fiscal matters and civil rights to the extent these requirements are applicable. The Contractor shall provide the City with copies of the contracts with subcontractors.

8. INSURANCE COVERAGE. The Contractor shall secure and maintain insurance policies, including those stated below, as will protect the Contractor, any of its subcontractors and, unless otherwise specified, the City from all claims for bodily injuries, death or property damage which may arise under this contract; whether the actions are made by the Contractor or by any subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required:

- (a) Worker's Compensation Insurance under the provisions of the Michigan Worker's Compensation Act and all applicable state and federal statutes.
- (b) General Liability Insurance in an amount not less than \$1,000,000 for injuries, including accidental death to any one person. The City of Ann Arbor shall be named as an additional insured.
- (c) Automobile Liability Insurance including all owned or non-owned vehicles used for service delivery. The City of Ann Arbor shall be named as an additional insured.
- (d) Professional Liability Insurance, if providing medical, dental, accounting or legal service under this contract.
- (e) Property Insurance if Contractor owns a building or buildings for which City funds under this contract assist in its operations or program delivery.

Insurance certificates shall be filed with the City giving satisfactory evidence of insurance before the work under this contract is begun. The certificates shall be maintained during the life of the contract. The insurance company must be acceptable to the City Attorney and shall also name the City as an additional insured party.

The Contractor shall notify the City in writing within two days of any cancellation or lapse of insurance coverage required by this Agreement. Failure to do so will be considered a material breach of the Agreement. Termination of this Agreement shall not relieve the Contractor of the obligation to maintain insurance with respect to services provided under this Agreement for the period the Agreement was in effect.

9. INDEMNIFICATION. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold the City and its respective officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result from any negligent, grossly negligent, reckless and/or intentional wrongful or tortious acts or omissions by the Contractor or its employees and agents occurring in the performance of or in breach of this Agreement.
10. REPORTS, MONITORING AND EVALUATION. The Contractor agrees to cooperate fully with the City to evaluate and monitor the requirements and performance of programs financed with City General funds. The Contractor agrees to provide such information and reports, oral or written, as may reasonably be required or requested during the term of this Agreement on matters relating to program activities, performance, contract compliance and evaluations of programs receiving City General funds. The Contractor agrees to cooperate and fully participate in the evaluation of the Coordinated Funding process to be conducted during the term of this Agreement.

The Contractor and Subcontractor if applicable, agree to complete and submit to the City in a timely manner performance reports or other reports as determined by the City. Reports shall include data on the services provided, number of beneficiaries and progress on the Contractor's achievement of outcome measures and indicators of program success as specified in Attachment 1. Report forms are to be provided by the Office of Community and Economic Development along with a schedule of report submission dates. Reports along with Board minutes and Treasurer's Reports are to be submitted along with performance reports. Funding will be withheld until the City receives the required reports including Board minutes and financial reports.

Contractor is to report to the Community & Economic Development Director and will confer and cooperate with her as necessary to insure satisfactory work progress.

All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

All reports made in connection with these services are subject to review and final approval by the City Administrator or designee.

The City may review and inspect the Contractor's activities during the term of this Contract.

When applicable, the Contractor will submit a final, written report to the City Administrator or designee.

After giving reasonable notice to the Contractor, the City may review any of the Contractor's internal records, reports or insurance policies pertaining to this Contract.

11. USE OF PROPERTY. Whenever City General funds or program income are used, in whole or in part, for the purchase of equipment or personal property, the property shall not be transferred for a period of five (5) years from the date of purchase or completion of construction without City approval. The Contractor shall maintain an inventory for City review.

Should the Contractor become defunct or cease to be funded by the City of Ann Arbor, the City shall have the right to reclaim the equipment or personal property purchased with City funds for up to one year after the expiration date of the most recent contract between the Contractor and the City.

12. POLITICAL ACTIVITIES. None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activities or to further the election or defeat of any candidate for office.

13. CONFLICT OF INTEREST AND CONTINGENT FEES. No employee, officer or elected or appointed official of the City and no immediate relative (spouse, parent, sibling, or child) of any such person, has or shall have any financial interest in this Agreement. Except for salaries and expenses which may be paid with funds provided under this Agreement, no employee, officer or director of the Contractor and no immediate relative (spouse, parent, sibling or child) of any such person has or shall have any financial interest in this Agreement.

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the City may cancel this contract without liability or, at their discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

14. SUSPENSION/TERMINATION. If Contractor fails to comply with the terms of this Agreement the City may declare it suspended or terminated as to funding provided by that entity. Thereafter, the City which has provided notice of such termination shall have no obligation to provide further funds to the Contractor. The termination shall not relieve the Contractor of its obligations to prepare or preserve its records and to make them available for audit or inspection. The City shall provide reasonable notice to the Contractor indicating the reasons for its actions before suspension or termination.

15. BOARD OF DIRECTORS. The Contractor warrants that it has supplied the City with the most current copies of its Charter, Articles of Incorporation, Bylaws and/or other documents designating the method of electing or appointing the members of its Board of Directors. The Contractor shall also keep on file with the City a current list of its Board members, its officers, and their addresses. Any changes in membership shall be promptly reported to the City.

The Contractor shall maintain a Board of Directors that includes minority membership, clients and representatives from diverse elements of the community. All of the Contractor's board members shall be volunteers, not employees of the Contractor. Board members of the Contractor shall serve without compensation (except for reimbursement of verified expenses for fulfilling the responsibility of Board membership).

The Contractor shall hold regularly scheduled board meetings and be accountable for the actions of its agency. The Board shall allow time on its agenda, when reasonably requested by the City for consideration of matters related to this contract.

16. PERSONNEL. Documentation relating to the following requirements shall be available to the City upon request:

The Contractor shall have direct control of all personnel providing contracted services and shall provide necessary training and supervision. The Contractor's personnel and volunteers shall operate under Board-approved written personnel policies that are periodically reviewed and revised as necessary and communicated to all staff. The Contractor shall have a well-defined classification and pay plan, including job descriptions for each position in the agency which outlines qualifications, duties and responsibilities of employment. The Contractor shall maintain personnel records substantiating time worked and compensation of all employees.

Contractor shall provide the required services and will not subcontract or assign the services without the City's written approval.

Contractors shall not hire any City employee for any of the required services without the City's written approval.

The parties agree that the Contractor is neither an employee nor agent of the City for any purpose.

The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the Contractor. For purposes of this contract, the term, "offshore," refers to any area outside of the contiguous United States, Alaska or Hawaii.

17. NONDISCRIMINATION. The Contractor agrees to comply with the Nondiscrimination requirements of the City:

Contractor agrees to comply, and to require any subcontractors to comply, with the nondiscrimination provisions of MCL 37.2209 as well as the provisions of the federal Immigration Reform and Control Act of 1986. The Contractor further agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and treated during employment in a manner which provides equal employment opportunity.

18. LIVING WAGE. The Contractor agrees to comply with the Living Wage requirements of the City.

If the Contractor is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

19. **OWNERSHIP OF DOCUMENTS AND PUBLICATION.** All documents developed as a result of this contract are subject to the disclosure provisions and exemptions of Michigan's Freedom of Information Act. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the City. Any publication of the information or results must be authored by the City.
20. **ASSIGNS AND SUCCESSORS.** This contract is binding on the City and Contractor, their successor and assigns. The City and Contractor agree they will not assign or transfer their interest in this contract without the written consent of the other parties.
21. **PAYROLL TAXES.** The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the City against such liability.
22. **CHANGES IN SCOPE OR SCHEDULE OF SERVICES.** Changes mutually agreed upon by the City and Contractor shall be incorporated into this contract by written amendment signed by all the parties.
23. **ELECTRONIC SIGNATURES.** All parties to this contract agree that either electronic or handwritten signatures are acceptable to execute the contract.
24. **SEVERABILITY OF PROVISIONS.** Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance is prohibited by or invalid under applicable law, that provisions will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.
25. **CHOICE OF LAW AND FORUM.** This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.
26. **EXTENT OF AGREEMENT.** This Agreement, together with any affixed attachments, schedules or other documentation, constitutes the entire understanding between the City and the Contractor with respect to the subject matter of the Agreement and it supersedes all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. This Agreement may be altered, amended or modified only by written amendment signed by the Contractor and the City.

The undersigned have executed this Agreement as of the day and year first above written.

CITY:  
CITY OF ANN ARBOR, a Michigan Municipal Corporation

By: \_\_\_\_\_  
Christopher Taylor  
Mayor

By: \_\_\_\_\_  
Jacqueline Beaudry  
City Clerk

Approved as to Substance:  
By: \_\_\_\_\_

Tom Crawford  
City Administrator

By: \_\_\_\_\_  
Derek Delacourt  
Community Services Administrator

Approved as to Form:  
By: \_\_\_\_\_  
Stephen K. Postema  
City Attorney

APPROVED AS TO CONTENT:

By: \_\_\_\_\_  
Teresa Gillotti (Date)  
Director  
Office of Community & Economic Development

CONTRACTOR:  
Shelter Association of Washtenaw County, a Michigan nonprofit corporation

By: \_\_\_\_\_  
Daniel Kelly (Date)  
Executive Director  
Shelter Association of Washtenaw County