

CITY OF ANN ARBOR
FY 2008-09 HOME PROGRAM
CONTRACT WITH
MAP HDC, LLC

THIS AGREEMENT, dated the 4 day of Sept, 2008, between the City of Ann Arbor, a Michigan municipal corporation, "City", whose address is 100 North Fifth Avenue, Ann Arbor, Michigan and MAP HDC, LLC., a Michigan nonprofit corporation, "Contractor", whose address is 3810 Packard, Suite 200, Ann Arbor Michigan, 48108.

WHEREAS, the City has entered into a contract with the United States Department of Housing and Urban Development (HUD) for a Community Development Block Grant pursuant to Title I of the Housing and Community Act of 1974, as amended; and the HOME Investment Partnership Program; and

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

THE PARTIES AGREE AS FOLLOWS:

1. SERVICE DESCRIPTION AND PERFORMANCE TARGETS and SPECIAL CONTRACT CONDITIONS Contractor agrees to provide services as detailed on Attachment 1, in a lawful and proper manner, "Service Description and Performance Targets" to lower income city of Ann Arbor residents with priority to very low income city residents as determined by criteria established by the Department of Housing and Urban Development (HUD) and in consideration of the noted special contract conditions.

Special Contract Conditions: None

2. BUDGET. If Contractor is in compliance with this agreement, the City agrees to pay to, or on behalf of the contractor as detailed on Attachment 2 "Budget Form" contingent upon the approval and release of funds from HUD and the receipt of the funds by the City.

<u>Program</u>	<u>Fund</u>	<u>Amount</u>
CHDO Operating	HOME	\$14,675

3. TERM. This contract shall commence on **July 1, 2008** and shall terminate **June 30, 2009** as to services performed and payments to be made.
4. NONDISCRIMINATION. The Contractor agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and to take affirmative action to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate any inequality based upon race, national origin or sex. The Contractor agrees to comply with the provisions of Section 9:161 of Chapter 112 of the Ann Arbor City Code, Attachment 3.

5. **LIVING WAGE.** The *Contractor* agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code and, if a “covered employer” as defined therein 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; 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. A copy of selected provisions of Chapter 23 of the Ann Arbor City Code is attached as Attachment 4. As of **April 30, 2008**, the current living wage rates under Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3) of the Ann Arbor City Code, is **\$10.85** an hour for a covered employer that provides employee health care to its employees and **\$12.56** an hour for a covered employer that does not provide health care to its employees.

6. **COMPLIANCE WITH LAWS.** *Contractor* agrees to comply with all appropriate federal, state and local laws applicable to services required by this contract, including:

Program requirements under the HOME Investment Partnership Program (24 CFR Part 92) as applicable, and the Community Development Block Grant (CDBG) Program (24 CFR 570) as applicable, and the Community Development Act, Public Law 93-838 and the regulations issued thereunder, now or hereafter, including but not limited to the regulations, policies, guidelines, and requirements of Office of Management and Budget circulars A-110, A-122 and A-133 as they relate to the application, acceptance and use of federal funds for this program, as well as the Uniform Relocation Act. Incorporated by reference are Title VI of the Civil Rights Act of 1964, Executive Order 11246, Section 3, Federal Labor Standards set forth in 24 CFR 570.603 and the Americans with Disabilities Act, all as amended.

Federal assistance may not be used for religious activities or provided to primarily religious entities for any activities. However, rehabilitation of buildings owned by primarily religious entities may be undertaken following conditions outlined in 24 CFR 570.200(j).

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.

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

Should the Department of Housing and Urban Development regulations change or should the Department of Housing and Urban Development suspend or

terminate funding, that action shall automatically amend this Agreement where and when applicable.

Line item budget transfers that do not affect the Agreement's Service Description and Performance 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.

8. FINANCES, AUDITS, AND INSPECTIONS. The *Contractor* shall supply documentation of all Federal and City General Fund expenditures to the *City* and Department of Housing and Urban Development officials upon request. 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 these records for a period of five (5) years after the *City's* final disbursement to the *Contractor*. The *Contractor* shall inform the *City* and permit examination by the *City* and/or the Department of Housing and Urban Development prior to the destruction of any records. The *City* and/or Department of Housing and Urban Development 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.

9. COMPENSATION. The *City* agrees to make payments on forms supplied by the *City* in quarterly or monthly installments unless otherwise approved in writing by the Community Services Area Administrator or designee. Ten percent (10%) of the general operations funds will 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. Any advance payments made to the *Contractor* for work to be completed shall be expended within the required number of days authorized by federal regulations if applicable.

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 *City* and Federal 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.

10. 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 \$500,000 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. All insurance certificates shall also provide that the city shall be given 30 days prior notification of the insurance company's intent to cancel or materially change the policy. Any disclaimer or any other language that negates Company responsibility for the 30 days notice will not be acceptable. The insurance company must be acceptable to the City Attorney and shall also name the *City* as an insured party.

- 11. INDEMNIFICATION. The *Contractor* shall indemnify, defend and hold the *City*, its officers and employees harmless in the event of liability claims arising out of the *Contractor's activities* undertaken in connection with this agreement.
- 12. REPORTS, MONITORING AND EVALUATION. The *Contractor* agrees to cooperate fully with the City and HUD officials, to evaluate and monitor the requirements and performance of programs financed with CDBG, HOME and/or 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 CDBG, HOME and/or City General funds.

The *Contractor* and Subcontractor if applicable, agrees 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 City along with a schedule of report submission dates along with a schedule of report submission dates. Board minutes and Treasurer's Reports shall be submitted along with performance reports. Funding will be withheld until the City receives the required reports including Board minutes and financial reports.

13. USE OF PROPERTY. Whenever CDBG, HOME or City General funds or program incomes 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 or federal funds or program income for up to one year after the expiration date of the most recent Community Development Block Grant contract between the *Contractor* and the City.

14. 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.
15. CONFLICT OF INTEREST. Contractor shall comply with the conflict of interest regulations for the HOME Program (24 CFR 92.356) and the CDBG Program (24 CFR 92.611) as applicable.

Also, 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 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.

16. SUSPENSION/TERMINATION. If *Contractor* fails to comply with the terms of this Agreement, or with applicable federal regulations, the City may declare it suspended or terminated. Thereafter, the City 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.
17. BOARD OF DIRECTORS. The *Contractor* warrants that it has supplied the City with 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.

18. **PERSONNEL.** Documentation relating to the following requirements shall be available to the *City* or Department of Housing and Urban Development 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 which 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 that outlines qualifications, duties and responsibilities of employment. The *Contractor* shall maintain personnel records substantiating time worked and compensation of all employees.

19. **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 will be prohibited by or invalid under applicable law, that provision 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 or other circumstances.
20. **CHOICE OF LAW.** This agreement shall be construed, governed, and enforced in accordance with the laws of the State of Michigan. By executing this agreement, the Consultant and the *City* agree to venue in a court of appropriate jurisdiction sitting within Washtenaw County for purposes of any action arising under this agreement.
21. **EXTENT OF AGREEMENT.** This agreement represents the entire understanding between the *City* and *Contractor* and it supersedes all prior representations or agreements regarding this service whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this agreement.

In witness whereof, the undersigned have executed this Agreement as of the day and year first above written.

CONTRACTOR:
MAP HDC, LLC., a Michigan
Nonprofit Corporation

By: *Susan Hornfeld*
Printed Name: SUSAN HORNFELD
Its: CEO

Approved as to Substance:

By: _____
Printed Name: _____
Its: _____

CITY:
CITY OF ANN ARBOR, a Michigan Municipal
Corporation

By: *John Hieftje*
John Hieftje
Mayor

By: *Jacqueline Beaudry*
Jacqueline Beaudry
City Clerk

Approved as to Substance:

By: *Roger W. Fraser*
Roger W. Fraser
City Administrator

JM By: *Jayne Miller*
Jayne Miller
Community Services Administrator

Approved as to Form:

(Kw) By: *Stephen K. Postema*
Stephen K. Postema
City Attorney

Attachment 1 – FY 2008-2009 Service Description and Performance Targets

Program Title and Description
CHDO Operating Funds

Customer Description
Develop new affordable housing project and complete existing projects

Milestones

Date	Action
10/31/08	Develop a housing project concept with Board
4/30/09	Conduct financial, legal, zoning, environmental, construction feasibility
6/30/09	Negotiate for site control on properties not already owned by the agency

Performance Target

Projected #	Outcome
1	Tenants occupy Platt Rd/Whispering Creek site
2	Determine financial feasibility of acquiring new project

FY 2008-09 PROPOSED PROGRAM BUDGET (City applicants only)

Agency Name MAP HDC LLC

Project Name: CHDO Operating

Revenue Source's):	This Request	Other Funding Sources	Total
Grant Amounts	\$14,675	\$12,636	\$27,311
Other Support (In-Kind) - a			\$0
Status of Funds - b			\$0
Total Revenues	\$14,675	\$12,636	\$27,311

Program Expenses	This Request	Other Funding Sources	Total
Personnel, Taxes & Fringe Benefits - c			\$0
Consultant & Contractual Fees - d			\$0
Property Management Contract with MAP	\$14,675	\$5,031	\$19,706
Space & Related Costs		\$2,700	\$2,700
Printing / Supplies		\$1,045	\$1,045
Specific Assistance - e			\$0
Audit		\$1,000	\$1,000
Program Evaluation - f		\$0	\$0
Marketing		\$500	\$500
Other - g			\$0
Training		\$1,500	\$1,500
Insurance		\$560	\$560
Travel		\$300	\$300
Total Expenditures	\$14,675	\$12,636	\$27,311

PLEASE COMPLETE THIS SECTION

Personnel, Taxes & Fringe Benefits Detail

Position Title	Percentage of Time allocated to this Program	Annual Salary including employer share of taxes & fringes	Amount charged to this grant request	Amount charged to other fund sources
All services performed under contract with MAP as per MSHDA TA recommendation and City approval.				
Total Personnel Tax & Fringes:	0.00%	\$0	\$0	\$0

Attachment 3

Fair Employment Practice

The Contractor, its agents or sub-contractors, shall comply with all requirements of Chapter 112 of Title IX of the Code of the City of Ann Arbor and in particular the following excerpts therefrom:

9:161 Nondiscrimination By City Contractors

- (1) All contractors proposing to do business with the City of Ann Arbor shall satisfy the nondiscrimination administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All contractors shall receive approval from the Director prior to entering into a contract with the City, unless specifically exempted by administrative policy. All City contractors shall take affirmative action to insure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon race, national origin or sex.
- (2) Each prospective contractor shall submit to the City data showing current total employment by occupational category, sex and minority group. If, after verifying this data, the Director concludes that it indicates total minority and female employment commensurate with their availability within the contractor's labor recruitment area, i.e., the area from which the contractor can reasonably be expected to recruit, said contractor shall be accepted by the Director as having fulfilled affirmative action requirements for a period of one year at which time the Director shall conduct another review. Other contractors shall develop an affirmative action program in conjunction with the Director. Said program shall include specific goals and timetables for the hiring and promotion of minorities and females. Said goals shall reflect the availability of minorities and females within the contractor's labor recruitment area. In the case of construction contractors, the Director shall use for employment verification the labor recruitment area of the Ann Arbor-Ypsilanti standard metropolitan statistical area. Construction contractors determined to be in compliance shall be accepted by the Director as having fulfilled affirmative action requirements for a period of six (6) months at which time the Director shall conduct another review.
- (3) In hiring for construction projects, contractors shall make good faith efforts to employ local persons, so as to enhance the local economy.
- (4) All contracts shall include provisions through which the contractor agrees, in addition to any other applicable Federal or State labor laws:
 - (a) To set goals, in conference with the Human Resources Director, for each job category or division of the work force used in the completion of the City work;

- (b) To provide periodic reports concerning the progress the contractor has made in meeting the affirmative action goals it has agreed to;
 - (c) To permit the Director access to all books, records and accounts pertaining to its employment practices for the purpose of determining compliance with the affirmative action requirements.
- (5) The Director shall monitor the compliance of each contractor with the nondiscrimination provisions of each contract. The Director shall develop procedures and regulations consistent with the administrative policy adopted by the City Administrator for notice and enforcement of non-compliance. Such procedures and regulations shall include a provision for the posting of contractors not in compliance.
- (6) All City contracts shall provide further that breach of the obligation not to discriminate shall be a material breach of the contract for which the City shall be entitled, at its option, to do any or all of the following:
- (a) To cancel, terminate, or suspend the contract in whole or part and/or refuse to make any required periodic payments under the contract;
 - (b) Declare the contractor ineligible for the award of any future contracts with the City for a specified length of time;
 - (c) To recover liquidated damages of a specified sum, said sum to be that percentage of the labor expenditure for the time period involved which would have accrued to minority group members had the affirmative action not been breached;
 - (d) Impose for each day of non-compliance, liquidated damages of a specified sum, based upon the following schedule:

<u>Contract Amount</u>	<u>Assessed Damages Per Day of Non-Compliance</u>
\$ 10,000 - 24,999	\$ 25.00
25,000 - 99,999	50.00
100,000 - 199,999	100.00
200,000 - 499,999	150.00
500,000 - 1,499,999	200.00
1,500,000 - 2,999,999	250.00
3,000,000 - 4,999,999	300.00
5,000,000 - and above	500.00

- (e) In addition the contractor shall be liable for any costs or expenses incurred by the City of Ann Arbor in obtaining from other sources the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City under this contract.

Attachment 4

Living Wage Requirements

The Contractor, its agents or sub-contractors, shall comply with all requirements of Chapter 23 of Title I of the Code of the City of Ann Arbor and in particular the following excerpts therefrom:

1:813. Definitions.

For purposes of this Chapter, the following definitions shall apply:

- (1) "Contractor/vendor" is a person or entity that has a contract with the City primarily for the furnishing of services where the total amount of the contract or contracts with the City exceeds \$10,000 for any 12-month period. "Contractor/vendor" does not include a person or entity that has a contract with the City primarily for the purchase of goods or property, or for the lease of goods or property to or from the City.
- (2) "Covered Employee" means a person employed by a covered employer to perform services which are covered or funded by the contract with or grant from the City; provided, however, that persons who are employed pursuant to federal, state or local laws relating to prevailing wages shall be exempt from this Chapter.
- (3) "Covered Employer" means a contractor/vendor or grantee that has not been granted an exemption from this Chapter pursuant to Section 1:817.
- (4) "Employee" means an individual who provides personal services performed for wages under any contract calling for the performance of personal services, whether written or oral, express or implied. The term "employee" does not include any individual who volunteers to perform services for an employer if
 - (a) The individual receives no compensation or is paid expenses, reasonable benefits, or a nominal fee to perform the services for which the individual volunteered; and
 - (b) Such services are not the same type of services which the individual is employed to perform for such employer.
- (5) "Employee Health Benefits" or "Health Benefits" means providing health care benefits for employees (or employees and their dependents) at employer cost or making an employer contribution toward the purchase of such health care benefits for employees (or employees and their dependents), provided that the employer cost or contribution equals no less than \$1 an hour for the average work week of such employee, and provided further that any employee payment or contribution toward health care shall not exceed 50 cents an hour for the average work week for such employee.
- (6) "Grant" means any form of financial assistance to a "Grantee" as set forth and defined in Section 1:813(7). "Grant" does not include financial assistance used for the purchase or lease of property or other non-personnel costs.
- (7) "Grantee" is a person or entity that is a recipient of any financial assistance from the City in the form of any federal, state or local grant program administered by the City, revenue bond financing, tax increment financing, tax abatement, tax credit, direct grant, or any other form of

financial assistance that exceeds \$10,000 for any 12-month period, including any contractors, subcontractors, or leaseholders of the grantee whose contract, subcontract or lease with the grantee exceeds \$10,000 for any 12-month period.

- (8) "Living Wage" means a wage equal to the levels established in Section 1:815.
- (9) "Person" means any individual, copartnership, corporation, association, club, joint adventure, estate, trust, and any other group or combination acting as a unit, and the individuals constituting such group or unit.
- (10) "\$10,000 for any 12 month period" is computed by taking the total amount of the contract, grant or loan and dividing it by the number of months the contract, grant or loan covers.

1:814. Applicability.

- (1) This Chapter shall apply to any person that is a contractor/vendor or grantee as defined in Section 1:813 that employs or contracts with five (5) or more individuals; provided, however, that this Chapter shall not apply to a non-profit contractor/vendor or non-profit grantee unless it employs or contracts with ten (10) or more individuals.
- (2) This Chapter shall apply to any grant, contract, or subcontract or other form of financial assistance awarded to or entered into with a contractor/vendor or grantee after the effective date of this Chapter and to the extension or renewal after the effective date of this Chapter of any grant, contract, or subcontract or other form of financial assistance with a contractor/vendor or grantee.

1:815. Living Wages Required.

- (1) Every contractor/vendor or grantee, as defined in Section 1:813, shall pay its covered employees a living wage as established in this Section.
 - (a) For a covered employer that provides employee health care to its employees, the living wage shall be **\$10.85** an hour, or the adjusted amount hereafter established under Section 1:815(3).
 - (b) For a covered employer that does not provide health care to its employees, the living wage shall be **\$12.56** an hour, or the adjusted amount hereafter established under Section 1:815(3).
- (2) In order to qualify to pay the living wage rate for covered employers providing employee health care under subsection 1:815(1)(a), a covered employer shall furnish proof of said health care coverage and payment therefor to the City Administrator or his/her designee.
- (3) The amount of the living wage established in this Section shall be adjusted upward no later than April 30, 2003, and every year thereafter by a percentage equal to the percentage increase, if any, in the federal poverty guidelines as published by the United States Department of Health and Human Services for the years 2002 and 2003. Subsequent annual adjustments shall be based upon the percentage increase, if any, in the United States Department of Health and Human Services poverty guidelines when comparing the prior calendar year's poverty guidelines to the present calendar year's guidelines. The applicable percentage amount will be converted to an amount in cents by multiplying the existing

wage under Section 1.815(1)(b) by said percentage, rounding upward to the next cent, and adding this amount of cents to the existing living wage levels established under Sections 1:815(1)(a) and 1:815(1)(b). Prior to April 1 of each calendar year, the City will notify any covered employer of this adjustment by posting a written notice in a prominent place in City Hall, and, in the case of a covered employer that has provided an address of record to the City, by a written letter to each such covered employer.