



## TECHNICAL ASSISTANCE SERVICE PROVIDER AGREEMENT

**For the services of:** \_\_\_\_\_  
[Type of service, such as legal, marketing & branding, architectural or accounting]

**Services will be provided by:**

Business: \_\_\_\_\_  
(Motor City Match Technical Assistance Provider)

Address: \_\_\_\_\_

**Services will be provided to:**

Business: \_\_\_\_\_  
(Motor City Match Business Awardee)

Address: \_\_\_\_\_

Award: \_\_\_\_\_  
[Business Plan, Space, Design]

**The cost of services will be reimbursed by:**

Economic Development Corporation of the City of Detroit  
500 Griswold Suite 2200, Detroit, MI 48226

In the amount not to exceed: \_\_\_\_\_

This Technical Assistance Service Provider Agreement (the "Agreement") is made on \_\_\_\_\_, 2020 (the "Effective Date") by and between the Economic Development Corporation of the City of Detroit (the "EDC"), which serves as the administrator for the Motor City Match Program, the MCM Technical Assistance Service Provider (hereinafter referred to as "MCM TA Provider"), and the Motor City Match Business Awardee (hereinafter referred to as "MCM Business Awardee").

**WHEREAS**, MCM Business Awardee was selected by the EDC as an awardee in the Motor City Match ("MCM") Program, through which the EDC provides technical and/or financial support to qualified small business owners in the City of Detroit, Michigan;

**WHEREAS**, the MCM Program is partially funded with public funds, including but not limited to federal Community Development Block Grants ("CDBG");

**WHEREAS**, the cost of reimbursable MCM Technical Assistance services is funded with CDBG funds to meet the national objective of (1) providing a benefit to low and moderate income ("LMI") persons on an area basis, with an area benefit activity defined as one that benefits all residents in a particular service area, where at least 51% of the residents are LMI persons, or (2) assisting owners of microenterprises and persons developing microenterprises who are LMI persons.

**WHEREAS**, MCM TA Provider responded to a Request for Qualifications ("RFQ") by the EDC seeking to identify a pool of qualified professional service providers who desire to offer their services to MCM Business Awardee in compliance with the terms and conditions set forth in the RFQ;

**WHEREAS**, MCM Business Awardee desires to secure the professional services of MCM TA Provider (the "Services") as set forth herein in furtherance of MCM Business's participation in the MCM Program;

**WHEREAS**, the general nature of the Services rendered by MCM TA Provider fall within those Services which are reimbursable under the Motor City Match program guidelines and rules;

**WHEREAS**, as part of the technical assistance support provided to the MCM Business Awardee under the MCM Program the EDC agrees to make payment to the MCM Service Provider on behalf of the MCM Business Awardee for its fees and costs incurred for providing Services to MCM Business Awardee which comply with the terms of this Agreement and the Engagement Agreement; and

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions, promises and provision herein contained, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

**1. Scope of the Agreement.**

1.1 The Purpose. The purpose of this Agreement is to establish the terms and conditions pursuant to which the EDC agrees to make payment to MCM TA Provider for the fees and other costs of Services rendered by MCM TA Provider on behalf of MCM Business Awardee. The

extent of each of the Parties' respective involvement, obligations and liability to each other with respect to such payment shall be set forth below.

1.2 The Services. MCM Business Awardee and MCM TA Provider are solely responsible for identifying and contracting the scope of Services required by MCM Business Awardee based on MCM Business Awardee's individual needs, separate and apart from this Agreement. The scope of the Services and corresponding fees will be documented in writing by the MCM Business Awardee and MCM TA Provider (the "Engagement Agreement"). The Engagement Agreement shall include an acknowledgement of the obligations set forth in Exhibit A.

1.3 Approval of Services. MCM Business Awardee shall deliver the Engagement Agreement between the MCM Business Awardee and the MCM TA Provider governing the proposed scope of Services to the EDC for approval. Execution of this Agreement will serve as notice to proceed with the scope of Services and the Engagement Agreement and is a pre-condition for payment by the EDC hereunder.

1.4 Payment for Services. EDC shall pay the MCM TA Provider for Services rendered to the MCM Business Awardee in accordance with this Agreement. Total payments by EDC to the MCM TA Provider for the Services shall not to exceed \$ [REDACTED] ("Service Fee Limit").

The payment process is as follows:

1. MCM TA Provider shall submit invoices to MCM Business Awardee upon rendering Services in the form and manner provided herein.
2. MCM Business Awardee shall review MCM TA Provider invoice for accuracy and compliance with the Engagement Letter and this Agreement.
3. MCM Business Awardee shall submit MCM TA Provider invoices to EDC as provided herein.
4. EDC shall render payment to the MCM TA Provider as provided herein.

EDC is responsible only for payment of the eligible incurred fees and related costs of MCM TA Provider for Services performed by MCM TA Provider which comply with the terms of this Agreement. During the Term (as defined below) of this Agreement, in addition to its obligations set forth in Engagement Agreement (as defined below), MCM TA Provider shall perform the Services in accordance with the Obligations set forth in Section 2 below, and the Billing Guidelines provided in the attached **Exhibit B**. MCM Business Awardee is solely responsible for payment of fees and costs beyond the not-to-exceed amount.

## 2. Obligations of MCM TA Provider.

2.1 Coordination of Services. MCM Business Awardee shall be solely responsible for coordinating and contracting the Services directly with MCM TA Provider; provided however, that the EDC shall be entitled to deny payment to MCM TA Provider if Services do not comply with the Performance Standards and Obligations explicitly set forth herein. The Parties acknowledge and agree the EDC is not a client of MCM TA Provider and is not a party to the Engagement Agreement or any professional services agreement between MCM Business Awardee and MCM TA Provider and, accordingly, has no obligations to the other Parties hereto arising therefrom.

2.2 Invoicing. MCM TA Provider is obligated to document the time and description of Services rendered to MCM Business Awardee. Billable hours for which payment is sought by the MCM TA Provider shall be recorded and reported as outlined in the Billing Guidelines. **MCM TA Provider shall invoice the MCM Business Awardee on a monthly basis in accordance with the Engagement Agreement**. MCM TA Provider shall be responsible to MCM Business Awardee for the accuracy of all Services invoices submitted to MCM Business Awardee, who in turn shall be responsible to the EDC for the accuracy of all invoices submitted to the EDC for payment. Payment shall be made by the EDC to MCM TA Provider, subject to Exhibit B, **within thirty (30) days of receipt** by the EDC of acceptable and accurate documentation. Any fixed fee price billing agreements for projects for which payment to MCM TA Provider is intended to be sought must be pre-approved by the EDC prior to commencement of the applicable Services. Invoices shall conform to the Billing Guidelines.

2.3. Service Fee Limit. Notwithstanding any separate Engagement Agreement between MCM Business Awardee and MCM TA Provider, the Parties agree that this Agreement establishes the maximum amount for Services payable by the EDC. The EDC will only make payment for fees in compliance with the Fee Payment Schedule as further defined in the attached **Exhibit B**. The EDC will not pay MCM TA Provider for fees in excess of the Service Fee Limit. The EDC is not obligated to make payment to MCM Business Awardee for any Services rendered that exceed the scope of, or are otherwise not in compliance with, this Agreement.

2.4. Federal Grant Limitations. Notwithstanding any provision herein to the contrary, the Parties acknowledge and agree the EDC cannot and will not make payment to MCM TA Provider under this Agreement for fees or costs related to the performance of any Services for which payment or reimbursement may be prohibited by regulations which govern federal, state or local grants; or if the Services are otherwise adverse to the U.S. Federal Government, EDC or the City of Detroit, e.g., legal fees

incurred in an action against the U.S. Federal Government, City of Detroit, or the EDC.

### 3. Eligibility of MCM TA Provider.

In response to the RFQ, MCM TA Provider represented to the EDC that it was capable of providing the Services to MCM Business Awardee in a competent and professional manner, at the offered bill rates and/or fee schedule, based on the professional education, qualifications, experience of its professional staff. In order for the MCM TA Provider to receive payment from the EDC for the Services fees and costs as contemplated herein, each MCM TA Provider invoice shall contain the following certification of MCM TA Provider:

*“Except as set forth below, [MCM TA Provider name] hereby certifies that:*

*(a) it is not presently in breach of the [Engagement Letter];*

*(b) has provided the Services in a professional and competent manner; in compliance with the standards of my profession;*

*(c) there are not presently any claims made or threatened with regard to whether professional services provided by me to [MCM Business Awardee] or any other client are in compliance with the standards of my profession;*

*(d) that the fees, and costs, for the Services performed on behalf of [MCM Business Awardee] were calculated in conformance with our response to the Request for Qualifications for Professional Services issues by the Economic Development Corporation of the City of Detroit. We understand that our fees may be paid in whole or in part by federal grant funds, and that any knowingly false statement, representation, report, or claim as with respect to the quantity or quality of work performed or to be performed, or make any false statement or any representation as a material fact in any statement, certificate, or report may violate federal or state false claims statutes.”*

### 4. Obligations of MCM Business.

4.1 Approval of Services Prior to Service Delivery. MCM Business Awardee shall be solely responsible for coordinating and contracting the Services directly with MCM TA Provider; provided however, that the EDC shall be entitled to approve or deny a proposed scope of Service to MCM TA Provider if Services do not comply with the Performance Standards and Obligations explicitly set forth herein. The Parties acknowledge and agree the EDC’s approval of the Engagement Agreement shall serve as a notice to proceed with provision of the Services, which approval is a pre-condition of the EDC’s payment for the Services.

4.2 Upon receipt of MCM TA Provider invoices compliant with this Agreement, the EDC will make Payment to MCM TA Provider for Services rendered to MCM Business Awardee as provided herein. MCM Business Awardee alone is responsible for managing the Services provided by MCM TA Provider and for confirming the invoiced fees and costs it requests be paid by the EDC are accurate and in compliance with the Engagement Letter. The EDC is not liable for MCM Business Awardee’s failure to pay for Services not payable by the EDC under this Agreement or for any breach of any Engagement Letter; however, failure to properly make such payment to MCM TA Provider may constitute a breach of this Agreement and cause for termination from the MCM Program.

### 5. Payment.

MCM TA Provider shall invoice MCM Business Awardee directly for Services rendered in accordance with the Engagement Letter. MCM Business Awardee shall seek payment of such invoices by the EDC in accordance with the invoicing procedure set forth in Sections 1.4 and 2.2. Payment will be issued to MCM TA Provider upon MCM Business Awardee’s confirmation of delivery of Services and receipt of proper documentation by the EDC as outlined above, and not in advance. Upon receipt of proper documentation from MCM Business Awardee, the Parties agree that the EDC possesses the sole right to determine whether the Services provided and/or the invoiced amount are in compliance with this Agreement and approve or decline payment accordingly.

### 6. Term and Termination.

**This Agreement shall commence on the Effective Date and continue for an initial term of sixty (60) days from the date of the EDC’s approval of the award (“Initial Term”), unless earlier terminated. The Initial Term may be extended for consecutive sixty-day periods at the sole discretion of the EDC.** The Initial Term as the same may be extended shall constitute the “Term.” Notwithstanding the foregoing, this Agreement may be terminated (1) upon the mutual written agreement of the Parties, (2) on the occurrence of any breach of this Agreement by a Party that is not cured within 30 days after receipt of written notice of the breach, (3) immediately without further action of the parties, upon the termination of the Engagement Agreement; or (4) if any Party is declared bankrupt or insolvent or makes an assignment for the benefit of its creditors, or if a receiver is appointed or any proceedings are commenced, voluntarily or involuntarily, by or against any Party under any bankruptcy or similar law. Further, the EDC’s obligation to pay MCM TA Provider for the Services under this Agreement shall terminate upon MCM Business Awardee’s termination as a participant in the MCM program. If this Agreement is terminated, the obligations of the EDC hereunder shall immediately terminate, other than the EDC’s obligation to make payment to MCM TA

Provider for invoices for approved Services performed before the event resulting in termination, or expiration of this Agreement, whichever occurs first.

#### **7. No Warranty of Service Quality.**

The EDC makes no warranty, guarantee, nor incurs any liability, regarding the quality of Services rendered by MCM TA Provider.

#### **8. Independent Contractor.**

The relationship between the Parties is that of independent contracting Parties. Nothing contained in this Agreement or the course of conduct between the Parties will be considered to form a partnership, employment relationship, or any other relationship except that of independent contractors. In performance of the Services under this Agreement, MCM Business Awardee and MCM TA Provider agree that MCM TA Provider is an independent contractor to MCM Business Awardee with the authority to control and direct the performance of the Services governed by an Engagement Agreement.

#### **9. Taxes, Benefits, and Expenses.**

MCM Business Awardee and MCM TA Provider are responsible for the incursion of expenses connected with the performance of the Services under this Agreement. MCM TA Provider and MCM Business Awardee shall further be responsible to pay all applicable federal, state, and local taxes and to file all related returns and reports in connection with the performance of Services, and receipt of payment by the EDC, under this Agreement. MCM Business Awardee and MCM TA Provider acknowledge that the EDC has no obligation to withhold taxes of any kind or nature with respect to payments to MCM Business Awardee for the Services performed by MCM TA Provider. MCM Business Awardee and MCM TA Provider shall indemnify and hold the EDC harmless to the extent of any obligation of the EDC to pay any taxes, whether income or otherwise, including any withholding taxes, social security taxes, unemployment taxes, or disability insurance or similar items in connection with any payments made for the benefit of MCM TA Provider.

#### **10. Reasonableness.**

MCM TA Provider and MCM Business Awardee acknowledge and agree that MCM TA Provider and MCM Business Awardee have weighed all the facts, conditions, and circumstances pertaining to this Agreement, have been afforded an opportunity to consult with counsel of their choice concerning this Agreement and its legal effect, and acknowledge that all of the provisions of this Agreement are reasonable and will not be construed against the drafter. MCM TA Provider and MCM Business Awardee shall not contest the validity of any provision of this Agreement and waive any and all rights that MCM TA Provider and MCM Business Awardee have to bring any

claim, action, or suit or raise any defense regarding the validity and reasonableness of this Agreement or any of its provision.

#### **11. Indemnification.**

The undersigned MCM TA Provider and MCM Business Awardee agree that they shall indemnify and hold harmless the EDC against all losses, costs, damages, expenses and liabilities of any nature or kind (including, but not limited to attorneys' fees, litigation and court costs, amounts paid in settlement, amounts paid to discharge judgment, and any loss from judgment) arising out of, or related to the provision, acceptance, consideration, approval or disapproval of the Services.

#### **12. Force Majeure.**

If any Party is prevented or delayed in the performance of any of its obligations under this Agreement due to Force Majeure (contemplated below), that Party will provide written notice to the other Parties specifying the nature and expected duration of the Force Majeure. The performance of the Party invoking Force Majeure with respect to any obligation will be excused and the time for performance extended, but only for the period of delay or inability to perform due to Force Majeure. If the total of any period of delay or inability to perform due to Force Majeure asserted by a Party during the Term equals or exceeds 30 consecutive days, the other Parties will have the right, at their option, to either terminate this Agreement by written notice or to continue to excuse the asserting Party's performance for the period of any delay or inability to perform due to Force Majeure. As used in this Agreement, "Force Majeure" shall mean any act of God, fire, casualty, flood, war, strike, lockout, labor trouble, or any other circumstances beyond the reasonable control of the Party asserting it that prevents or delays the performance of any of its obligations under this Agreement.

#### **13. Assignment.**

The rights and obligations conferred under this Agreement may not be assigned by any Party without the prior written consent of the other Parties, except that the EDC may assign or transfer its rights and obligations hereunder to any successor entity without consent of the other Parties hereto. Any attempted assignment in violation of this Section 13 is null and void.

#### **14. Notices.**

Any notice required or permitted to be given under this Agreement must be in writing and may be delivered in person, by electronic mail, by registered mail, facsimile, or by overnight courier addressed to the respective Part(ies) at the address set forth in the introduction of this Agreement or a changed address as may be given by a Party to the others by written notice. Proper notice will be treated as received when personally or electronically

delivered or five (5) business days after the date of mailing or one (1) business day after the date of forwarding if sent by facsimile or overnight courier.

**15. Binding Agreement; Successors.**

This Agreement will be binding on, inure to the benefit of, and be enforceable by the successors and assigns of the Parties; provided, however, that any such assignment is accomplished as contemplated in Section 13.

**16. Governing Law.**

This Agreement is a contract made under, and shall be governed by and construed in accordance with, the laws of the State of Michigan without giving effect to its choice-of-law principles. The Parties agree that any legal or equitable action or proceeding with respect to this Agreement or the transactions contemplated by it shall be brought only in any court sitting in Wayne County of the State of Michigan, or the Eastern District Court of the United States sitting in Michigan, and each of the Parties submits to and accepts generally and unconditionally the exclusive jurisdiction of those courts with respect to it and its property and irrevocably consents to the service of process in connection with any action or proceeding by personal delivery or by the mailing by registered or certified mail, postage prepaid, to its address first set forth above as may be changed as provided under Section 14. Nothing in this Agreement shall affect the right of any Party to serve process in any other manner permitted by law. Each Party irrevocably waives any objection to the laying of venue of any action or proceeding in the above described courts.

**17. Waiver of Breach.**

The failure of any Party to require the performance of any term or obligation of this Agreement, or the waiver by another Party of any breach of this Agreement, shall not prevent any subsequent enforcement of any term or obligation or be deemed a waiver of any obligations under this Agreement.

**18. Severability.**

If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision is invalid and unenforceable as written, that provision will be

deemed modified in a manner consistent with the intent of the original provision, so as to make it valid and enforceable to accomplish the intention of the Parties at the time of contract. This Agreement, and the application of the provision to persons or circumstances other than those with respect to which it would be invalid or unenforceable, shall not be affected.

**19. Entire Agreement.**

This Agreement constitutes the entire agreement and understanding between the Parties and supersedes all other agreements and understandings, both written and oral, of the Parties relating to the subject matter of this Agreement.

**20. Counterparts; Facsimile.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile or electronic transmission, and a facsimile or electronic version of this Agreement or of a signature of a Party will be effective as an original.

**22. Sole Benefit.**

This Agreement is made for the sole benefit of the Parties, and this Agreement does not give any third parties any claim, demand, or right of action against the EDC. Without limitation of the foregoing, there are no intended third party beneficiaries of this Agreement.

**23. Section Headings.**

The section headings in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

**24. Federal Compliance.**

Notwithstanding anything herein to the contrary, the Parties agree that the laws and regulations applicable to federal grants shall supersede any and all conflicting provisions of this Agreement or state or local law.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the day and year first above written.



**TECHNICAL ASSISTANCE SERVICE PROVIDER AGREEMENT**

**MCM Business Awardee**

**MCM TA Provider**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**Economic Development Corporation  
of the City of Detroit**

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Economic Development Corporation  
of the City of Detroit**

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Approved as to form only by  
Counsel to the EDC**

\_\_\_\_\_  
Rebecca A. Navin, Esq. (Signature)

**Exhibit A**

**Motor City Match Business Awardee Agreement**

The MCM Business Awardee referred to in this agreement is \_\_\_\_\_  
[First and Last Name, MCM Business Awardee Name].

I acknowledge that I have reviewed this document and that I understand how the payment reimbursement process works:

- 1) Business Awardee selects TA Service Provider.
  - a. Business Awardee obtains a quote for desired service.
  - b. TA Service Provider and Business Awardee jointly develop scope and terms of services and document in a written agreement (“Engagement Agreement”).
- 2) Business Awardee informs MCM of how you’d like to spend the allowance.
  - a. Presents Engagement Agreement for approval.
  - b. MCM reserves the right to reject proposed plans.
  - c. Enter into three-party agreement (Business Awardee + EDC + TA Service Provider). (“Technical Assistance Service Provider Agreement”)
  - d. MCM Business Awardee signs Exhibit A (“Motor City Match Business Awardee Agreement”)
- 3) TA Service Provider is responsible for properly documenting hours and services provided.
  - a. TA Service Provider invoices the Business Awardee for services.
  - b. Business Awardee approves TA Service Provider invoice.
  - c. Business Awardee forwards invoice to MCM along with proof that invoiced Services have been performed, e.g., work has been completed.
- 4) Payment will be issued directly to the TA Service Provider.

I understand that I cannot sue the DEGC and that I will not receive money directly.

As a \_\_\_\_\_ [Business Plan, Space, or Design] Awardee, I understand that the EDC will pay for approved Technical Assistance services not to exceed: \_\_\_\_\_.

\_\_\_\_\_  
MCM Business Awardee (Signature)

\_\_\_\_\_  
Date

## Exhibit B

### MCM SERVICE PROVIDER SERVICE & BILLING GUIDELINES

**(Effective <January 1,2019>)**

Privileged and Confidential

#### I. SERVICES

<COMPANY ABC> (“MCM Business”) asks its MCM Service Provider to do everything necessary, in cooperation with ownership, to provide excellent service and at the same time to exercise good judgment to avoid duplicative or unnecessary expenses. In achieving this balance, we subscribe to the following guiding principles:

- MCM Business expects MCM Service Provider to staff projects economically and effectively so as to provide excellent service without incurring unnecessary expenses. To achieve the best efficiency and value, the roles and responsibilities of the staff members should be clearly defined and appropriate to each individual’s qualifications, level of experience and billing rate.
- MCM Service Provider should delegate work to subordinates wherever possible to achieve efficiency and cost-effectiveness without compromising quality.

#### II. BILLING PROCEDURE

**A. BILLING UPON PROJECT COMPLETION.** Bills should be issued once services have been delivered. More frequent billing may be appropriate in matters involving extraordinary time or costs. MCM Business will not approve payment for invoices submitted to MCM Business more than six (6) months after the services were rendered.

##### B. BILLING FORMAT.

1. **Heading.** The first page of the bill must state: (a) the firm’s name, EIN number and address; and (b) the caption of the case/description of service provided.

2. **Body.** The bill must be prepared with daily entries showing: (a) the date the work was performed; (b) the initials of the person providing the service; (c) a description of the work performed (single activities); and [For hourly billed services] (d) the actual time in halves (.5) of an hour.

3. **End of Bill Summary.** The bill must include: (a) the full name of each staff member providing services; (b) the status of each timekeeper (i.e., partner, associate, etc.); (c) the hourly rate of each timekeeper; and (d) the total hours and total amount charged for each timekeeper during the billing period.

4. **Noncompliant Bills.** MCM Business will return noncompliant bills to MCM Service Provider and will not authorize payment of such bills until they are revised in accordance with MCM Business’s billing requirements.

##### C. CHARGES FOR SERVICE.

1. **Time Charges in Halves of an Hour.** All charges for services billed on an hourly basis must be recorded daily based upon their actual time in increments of halves (.5) of an hour.

2. **Single Entry Timekeeping.** The time for each activity should be separately stated. Grouping multiple activities under a single time charge greater than one-tenth of an hour (“block billing”) should not be employed unless the entry includes an itemized breakdown.

3. **Detailed Descriptions of Services.** Descriptions of services should inform as to the nature, purpose or subject of the work performed, and the specific activity or project to which it relates. Accordingly, an entry that states: “Telephone conference with client staff” is inadequate. *More detail is needed.*



4. **Compensation.** Services shall be billed at the rates agreed between MCM Business and MCM Service Provider prior to commencement of Services. Prior to implementing any increase in billing rates, MCM Service Provider must consult with and receive approval from MCM Business.

5. **Internal Conferences Are Not Billable.** MCM Business will not pay a firm to train and teach associates or other MCM Service Provider personnel. Accordingly, entries such as "Review of file" or "Interoffice Conference," "Formulate Strategy," "Work with Staff," or "Strategy Session" will be routinely deducted from each bill and not reimbursed.

6. **Clerical Functions Are Overhead and May Not Be Billed to MCM Business.** Clerical functions such as opening a file, closing a file, filing, indexing, organizing, preparing form documents, formatting documents, copying, faxing, e-mailing, inserting documents into and retrieving documents from the file, assembling materials, scheduling and the like must be performed by clerical staff.

#### **D. Disbursement**

1. **Photocopies.** MCM Service Provider may not bill MCM Business for the cost of in house copying and duplicating. Outside copying services should only be used if a cost savings will result or prior approval is obtained MCM Business.

2. **Mileage.** MCM Service Provider may not bill MCM Business for automobile travel mileage.

3. **Travel.** MCM Service Provider may not bill MCM Business for travel.

4. **Facsimile/Telephone.** MCM Service Provider may not invoice MCM Business for the costs of facsimile transmissions. MCM Business will not reimburse for the cost of telephone calls, which are considered overhead.

5. **Messenger/Express Mail Services.** These services should be used only in unusual circumstances and should not be billed when necessitated by a lack of planning on the part of MCM Service Provider.

6. **Third-Party Professional Services.** MCM Service Provider must consult with and obtain approval from MCM Business prior to incurring any expenses for experts, consultants, investigators, temporary attorneys or outside paralegals, or other third party professional services. MCM Service Provider must submit to MCM Business receipts for the payment of all third-party service providers.

### **Article 1**

#### **Community Development Block Grant ("CDBG") Funding**

1.01 In the event Federal funds are used to finance services to be performed under this Agreement in whole or in part, the MCM TA Provider MCM TA Provider agrees to comply with the provisions of this Article 1. Compliance With Federal, State and Local Laws. The MCM TA Provider shall comply, and shall require all employees, subcontractors and consultants to comply with, all applicable assurances and regulations pursuant to Title I of the Housing and Community Development Act of 1974, as amended, and HUD regulations at 24 CFR Parts 85 and 570 and 2 CFR 200 and any other federal, state or local laws, regulations, rules, codes or ordinances. Specific CDBG regulations that must be adhered to include:

(a) Conflict of Interest. In accordance with 24 CFR 570.611 no person who is an employee, agent, consultant, officer, or elected or appointed official of the City or the Contractor who exercises or has exercised any function or responsibilities with respect to activities assisted with CDBG funds or who are is a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG –assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties.

(b) Consultant Activities; No person providing consultant services in an employer- employee type relationship shall receive more than a reasonable rate of compensation for personal services paid with CDBG funds. <sup>(1)</sup><sub>(SEP)</sub>

1.02 Notwithstanding any other provision of this Agreement:

(a) Costs to be paid under this Agreement shall be allowable only if such costs are consistent with the Federal cost principles set forth in the Federal regulations at 2CFR 400.

(b) Payments under this Agreement are contingent upon the EDC's receipt of grant funds from the City; accordingly, the EDC reserves the right to delay payment until receipt of adequate funds from the City, without penalty or interest.

1.03 24 CFR Part 570.506 and 2 CFR 200.333 –MCM TA Provider shall maintain full and complete books, ledgers, journals, accounts, or records and supporting data (Collectively, "Records") wherein are kept all entries reflecting its operation pursuant to this Agreement. The Grantees or Subgrantees must retain all required records for three years after grantees or subgrantees make final payments and all other pending matters closed. <sup>[1]</sup><sub>SEP</sub> The Grantee, the Subgrantee, the Federal grantor agency, the Comptroller General of the United States, and any of their duly authorized representatives must have access to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examinations, excerpts and transcriptions. The Records shall document all services performed under or pursuant to this Agreement and shall include all financial records associated therewith as detailed below:

(a) Said Records shall be kept in sufficient detail by the MCM TA Provider and its subcontractors, and the MCM TA Provider shall provide to the EDC all data and information requested by the EDC, so as to enable (1) the City to meet all of its Federal reporting and monitoring obligations, and (2) the EDC to meet all of its reporting and monitoring obligations under any related agreement between the City and the EDC, including for the EDC's obligations for project close-out submissions to the City of Detroit or the U.S. Department of Housing and Urban Development.

(c) The MCM TA Provider shall make available, and shall require any subcontractor to make available, at all reasonable times all Records directly pertinent to this Agreement for monitoring, audits, inspections and examinations, the making of excerpts and transcriptions, and for the evaluation of costs and pricing of services under this Agreement by the EDC, P&DD, the U. S. Department of Housing and Urban Development, the Comptroller General of the United States, and any other City, State, or Federal agencies.

(d) All such required Records shall be maintained for three (3) years: (1) after the MCM TA Provider completes the Services to be completed pursuant to this Agreement, (2) after final payment under this Agreement, or (3) after all pending matters pursuant to or relating to this Agreement are closed, whichever comes later.

(e) In the event of any dispute between the parties hereto as to the reporting or maintenance of records requirements required hereunder or to be required of the subcontractors, the reasonable determination of the EDC shall govern.

1.04 The MCM TA Provider shall comply with all requirements of the rule entitled "New Restrictions on Lobbying" found at 2 CFR 200.450 (the "Lobbying Rule"). The Lobbying Rule requires, but is not limited to, requiring, that the MCM TA Provider, and any subcontractor, 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. If compensation to be paid to the MCM TA Provider, as provided in 2 CFR Part 418.110, exceeds \$100,000, the MCM TA Provider shall submit to P&DD the Certification Regarding Lobbying. The MCM TA Provider shall require any subcontractors to comply with all requirements of the Lobbying Rule applicable to subcontractors and shall include the language of the certification, and require that the language of the certification be included, in the award documents for any subcontracts.

1.05 § 200.212 Suspension and debarment. Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

(a) The MCM TA Provider shall not, directly or indirectly, employ, award contracts to, or otherwise engage the services of, or fund any contractor, or subcontractor, or principal as defined in the Federal regulations at 2 CFR 200,330(b), during any period of debarment, suspension, or placement in ineligibility status under the provisions of 2 CFR,

part 200, or during any period during which the contractor of subcontractor or principal is proposed for debarment. If during the term of this Agreement, the MCM TA Provider is placed on the HUD debarred list, or is placed in ineligibility status, or is suspended, pursuant to the regulations at 2 CFR 200, the Professional Subcontractor shall immediately notify the EDC.

(b) The MCM TA Provider shall require all parties who occupy a position with the MCM TA Provider defined in 2 CFR 200.330(b) as a principal to submit said certification to the MCM TA Provider, who in turn, shall submit said certification to the EDC. The MCM TA Provider shall require all parties who stand in a lower tier relationship to the MCM TA Provider to submit said certification to the MCM TA Provider, and the MCM TA Provider shall submit said certification to the EDC, if such lower tier relationship is a covered transaction defined in 2 CFR 180.200 (b).