

PROFESSIONAL SERVICES CONTRACT

BETWEEN

GREAT LAKES WATER AUTHORITY, A MICHIGAN MUNICIPAL AUTHORITY

AND

GENESEE COUNTY THROUGH ITS COMMUNITY ACTION RESOURCE DEPARTMENT

REQUISITION NO. REQ-0004514

SCN-_____

**WATER RESIDENTIAL ASSISTANCE PROGRAM (WRAP) SERVICE DELIVERY
PARTNER – GENESEE COUNTY COMMUNITY ACTION RESOURCE DEPARTMENT**

GREAT LAKES WATER AUTHORITY

PROFESSIONAL SERVICES CONTRACT

This Professional Services Contract, requisition no. REQ-0004514 (“Contract”), is entered into by and between the Great Lakes Water Authority, a Michigan municipal authority and public body corporate organized pursuant to Public Act 233 of 1955, with its principal place of business located at 735 Randolph, Detroit, Michigan 48226 (“GLWA”), and Genesee County through its Community Action Resource Department, with its principal place of business located at 1101 Beach St. Suite 285, Flint, MI 48502 (“Consultant”). Collectively, GLWA and Consultant are the “Parties” and individually a “Party”.

Recitals

A. GLWA desires to engage Consultant to render certain Services as set forth in this Contract and its Exhibits, which are incorporated fully by reference; and

B. Consultant represents that it is authorized and prepared to provide the qualified professional personnel with the necessary skills to perform the Services, in a manner which is responsive to GLWA’s needs in all respects; and

Accordingly, in consideration of the mutual undertakings and benefits to accrue to the Parties and the public, the Parties agree as follows:

Article 1. Definitions

1.01 The following words and expressions or pronouns used in their stead shall be construed as follows:

“Allowance” means a sum included in the total Contract amount to reimburse Consultant for the cost to furnish and perform any Services that, at the time of contracting, are uncertain or of an indeterminate scope. Charges under any Allowance shall (i) not be paid by GLWA unless written authorization permitting the use of the Allowance is given by GLWA in advance of the Services and (ii) be substantiated in accordance with the terms of the Contract. Services to be paid within the limits of an Allowance shall be specified, in advance of the Services, as time and materials and/or lump sum. The remaining balance of any Allowance upon completion of the Services or termination of the Contract shall be retained by GLWA and not paid to Consultant.

“Amendment” means any written modification to this Contract as Consultant and GLWA may duly approve and execute from time to time, in accordance with this Contract and the Procurement Policy.

"Associate(s)" means the Consultant’s personnel, employees, consultants, subcontractors, agents, and for liability purposes its parent company, associated company, affiliate or subsidiary, now existing or subsequently created, and their respective agents and employees.

"Contract" means this written professional services agreement executed between Consultant and GLWA, including each of its Exhibits A through C and Amendments, each such document being

fully incorporated by reference herein, as approved by Consultant and GLWA in accordance with the Procurement Policy.

“Consultant” means the party that contracts with GLWA by way of this Contract, whether an individual, sole proprietorship, partnership, corporation, or other form of business organization, and its heirs, successors, personnel, agents, employees, representatives, executors, administrators, and assigns.

“Procurement Policy” means GLWA’s document, entitled “Great Lakes Water Authority Procurement Policy”, that establishes the way GLWA conducts the process of procuring the goods and services for the business of the organization, as the same may be amended from time to time.

"Records" means all books, ledgers, journals, accounts, documents, and other collected data in which information is kept regarding the performance of this Contract.

"Services" means all work that is expressly set forth in Exhibit A, "Scope of Services", and all work necessarily required to be performed by Consultant to achieve the objectives of this Contract.

"Work Product" means the originals, or copies when originals are unavailable, of all materials prepared by Consultant under this Contract or in anticipation of this Contract, including but not limited to Technology (as defined in Section 3.02), data, studies, briefs, drawings, maps, models, photographs, files, records, computer printouts, estimates, memoranda, computations, papers, supplies, notes, recordings, and videotapes, whether such materials are reduced to writing, magnetically, electronically or optically stored, or kept in some other form.

Article 2.

Engagement of Consultant

- 2.01 GLWA engages Consultant and Consultant agrees to faithfully and diligently perform the Services set forth in Exhibit A, in accordance with the terms and conditions contained in this Contract. If there shall be any dispute between the Parties regarding the extent, character, and progress of the Services to be performed or the quality of performance under this Contract, the reasonable interpretation and determination of GLWA shall govern.
- 2.02 The Services are deemed to include all conferences, consultations and public hearings or appearances deemed necessary by GLWA to ensure that Consultant will be able to perform the objectives of this Contract properly and fully.
- 2.03 All Services are subject to review and approval of GLWA for completeness and fulfillment of the requirements of this Contract. GLWA's review, approval and/or payment for any of the Services shall not be construed to waive or operate as a waiver of any rights under this Contract, and Consultant shall be and will remain liable in accordance with applicable law for all damages to GLWA caused by Consultant's negligent performance or nonperformance of any of the Services furnished under this Contract.

- 2.04 The Services shall be performed as set forth in Exhibit A and at such locations as are deemed appropriate by GLWA and Consultant for the proper performance of the Services.
- 2.05 There are no third-party beneficiaries to this Contract and this Contract shall not be construed to benefit any persons other than GLWA and Consultant.
- 2.06 This Contract is not an exclusive services contract. During the term of this Contract, GLWA may contract with other firms and Consultant is free to render the same or similar services to other clients, provided the rendering of such services does not affect Consultant's obligations to GLWA in any way.
- 2.07 When the Services include the installation of certain equipment and/or products, Consultant shall review the proposed equipment/products to ensure that they are, at a minimum, "Energy Star" rated. All proposed equipment/product choices shall be reviewed by a qualified GLWA Energy Manager for approval only as to the sufficiency of the "Energy Star" rating and/or other applicable energy efficiency ratings; GLWA assumes no responsibility for the adequacy, capability or appropriateness of the equipment/product selected by Consultant as it relates to successful completion of the Services. Consultant shall supply all required documentation that will qualify GLWA for energy program incentives offered by other utilities provided, however, that the process of applying for energy program incentives will be the responsibility of the GLWA Energy Manager.

Article 3.

Consultant's Representations and Warranties

- 3.01 To induce GLWA to enter this Contract, Consultant represents and warrants that it is authorized to do business under the laws of the State of Michigan, is duly qualified to perform the Services, and that the execution of this Contract is within Consultant's authorized powers and is not in contravention of federal, state, or local law. Consultant further represents and warrants that this Contract has been duly authorized and executed by an individual authorized to bind Consultant to its terms and conditions in accordance with Consultant's requirements and procedures and constitutes a legal, valid, and binding obligation of Consultant.
- 3.02 Consultant makes the following representations and warranties as to any and all computer-related components and systems, including but not limited to computer software, computer code, computer programs, applications, computer hardware, embedded integrated circuits, computer memory and data storage systems, whether in the form of read-only memory chips, random access memory chips, CD-ROMs, or any other form, and the data retained or stored in said computer memory and data storage systems (collectively "Technology") it may provide under this Contract:
 - (a) That all Technology provided or made available to GLWA under this Contract shall perform according to the specifications and representations set forth in Exhibit A and according to any other specifications and representations, including any manuals, user guides or the like, provided by Consultant to GLWA; and

- (b) That Consultant shall correct all errors in the Technology provided under this Contract so that such Technology will perform according to Consultant's published specifications; and
- (c) That Consultant has the full right and power to grant GLWA the rights to use the Technology provided pursuant to this Contract and that the performance of this Contract shall not infringe upon or violate any patent, copyright, trademark, trade secret or proprietary right of any third party; and
- (d) That any Technology containing computer code and provided under this Contract is free of any known or reasonably discoverable computer program, code or set of instructions, commonly known as a "computer virus" or "disabling code" that is not designed to be a part of the Work Product and that, when inserted into the computer's memory: (i) duplicates all or part of itself without specific user instructions to do so, or (ii) erases, alters or renders unusable any Technology with or without specific user instructions to do so, or (iii) that provide unauthorized access to the Technology; and
- (e) That all Technology shall be delivered new and in original manufacturer's packaging and shall be fully warranted for repair or replacement during the term of this Contract as amended or extended.
- (f) That any Technology that it is provided to GLWA shall: (i) accurately recognize and process all time and date data including, but not limited to, daylight savings time and leap year data, and (ii) use accurate same-century, multi-century, and similar date value formulas in its calculations, and use date data interface values that accurately reflect the correct time, date, and century.

Article 4.

Contract Effective Date and Time of Performance

- 4.01 The effective date of this Contract shall be the date upon which this Contract is duly authorized in accordance with the Procurement Policy, as may be amended from time to time.
- 4.02 Prior to the authorization of this Contract as set forth in Section 4.01, Consultant shall have no authority to begin work on this Contract, GLWA shall not authorize any payments to Consultant, nor shall GLWA incur any liability to pay for any services rendered or to reimburse Consultant for any expenditure.
- 4.03 The commencement and duration of Consultant's performance under this Contract shall be as set forth in Exhibit A.

Article 5.
Data to Be Furnished to Consultant

- 5.01 Copies of all information, reports, Records, and data (collectively, "Data") as are existing, available, and deemed necessary by GLWA for the performance of the Services shall be furnished to Consultant upon Consultant's request. With the prior approval of GLWA, Consultant shall be permitted access to GLWA offices during regular business hours to obtain any necessary Data. In addition, GLWA shall schedule appropriate conferences at convenient times with administrative personnel of GLWA or other individuals designated by GLWA for the purpose of gathering such Data.

Article 6.
Consultant Associates and Contract Administration

- 6.01 Consultant, at its own expense, has obtained or will obtain all Associates and equipment required to perform the Services and all Associates are qualified and possess the requisite licenses or other legal qualifications to perform the Services assigned.
- 6.02 GLWA may interview Consultant's Associates assigned to this Contract. Consultant shall not use any Associates to whom GLWA objects and shall replace in an expedient manner those rejected by GLWA. In the absence of circumstances beyond its control, Consultant shall not, without the prior written consent of GLWA, remove or replace any Associate acceptable to GLWA with a new Associate until this Contract is terminated. Immediately upon receipt of written notification by GLWA, Consultant shall replace any Associate, including the Project Manager. In all cases in which an Associate must be replaced for any reason, Consultant shall supply an acceptable replacement as soon as possible, and shall not substitute a lower classified or less qualified Associate to perform the Services without obtaining the prior written approval of GLWA. Consultant will furnish the replacement Associate on a no-charge basis for the time necessary, as agreed to by GLWA, for any training or job orientation.
- 6.03 The relationship of Consultant to GLWA is and shall continue to be that of an independent contractor and no liability or benefits, such as workers' compensation, pension rights or liabilities, insurance rights or liabilities, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either Party or either Party's agent, subcontractor, or employee as a result of the performance of this Contract. No relationship other than that of independent contractor shall be implied between the Parties or between either Party's agents, employees, or subcontractors.
- 6.04 Associates' daily working hours while working in or about a GLWA owned or operated facility shall be the same as those worked by GLWA employees working in that facility, unless otherwise directed by GLWA. Consultant shall comply with and shall require its Associates to comply with all health, safety, and security policies and procedures in effect at any GLWA owned or operated facility. Associates assigned to provide Services under this Contract may be subject to a background check and GLWA security clearance.
- 6.05 Consultant waives any claim against GLWA and shall not hold GLWA liable for any personal injury or property damage incurred by its Associates unless a court of competent jurisdiction determines that a GLWA employee: (a) was acting within the scope of their employment, (b)

was grossly negligent and (c) was the proximate cause of the personal injury or property damage. Consultant shall hold GLWA harmless from any such claim by Associates.

- 6.06 Consultant shall designate a project manager (“Project Manager”), acceptable to GLWA, to be responsible for all aspects of the Services. The person designated as the Project Manager may be changed by Consultant upon written notice of such change being provided to GLWA and upon GLWA’s prior written approval thereof. The Project Manager shall:
- (a) Coordinate its Associates’ work schedules, monitor performance goals and supervise the day-to-day activities of its Associates. All Associates will report directly to the Project Manager concerning all matters related to this Contract; and
 - (b) Act as the liaison between Consultant and GLWA. Day-to-day services to be performed by Consultant will be done in cooperation with the designated GLWA representative; and
 - (c) Submit a written report monthly describing progress on the Services (“Report”) and indicating those activities Consultant performed and those performed by its subcontractors. At regular and reasonable intervals, Consultant's supervisors, higher than the Project Manager (if any), will make checks and verifications on the Reports; and
 - (d) Inform GLWA as soon as the following types of conditions become known and include in the Report: (i) probable delays or adverse conditions which materially affect the ability to attain objectives or prevent meeting the time schedules, accompanied by a statement of any remedial actions taken or contemplated by Consultant; and (ii) favorable developments or events which enable attaining objectives or meeting time schedules sooner than anticipated.
- 6.07 Consultant and its Associates shall not influence GLWA's employees to seek employment with Consultant within the duration of this Contract and shall not for a period of one (1) year thereafter employ any of GLWA's employees without prior written approval from GLWA. If Consultant employs any GLWA employee within the Contract term or within one (1) year thereafter, Consultant shall pay GLWA a fee equal to 20% of the employee’s annual salary with Consultant, including any bonuses. Proof of such activity without the prior written consent of GLWA, as reasonably determined by GLWA, may be cause for the immediate termination of this Contract.

Article 7.
Compensation

- 7.01 GLWA shall pay Consultant for the complete and proper performance of the Services, inclusive of any reimbursable expenses, at the amounts and in the manner set forth in Exhibit B, “Compensation”.

Article 8.
Maintenance and Audit of Records

- 8.01 Consultant shall maintain full and complete Records reflecting all its operations related to this Contract. The Records shall be kept in accordance with generally accepted accounting principles and maintained for a minimum of three (3) years after the Contract completion or termination date.
- 8.02 At GLWA’s request, but not more often than once per year, Consultant shall allow GLWA or its designated representatives to audit and/or review its accounting and financial books and Records to the extent necessary to verify Consultant’s charges to GLWA for a preceding twelve (12) month period and/or to audit Consultant’s financial strength. At GLWA’s request, but not more often than once per year, Consultant shall allow GLWA or its designated representatives to perform an operational assessment to gain a comprehensive understanding of the existing workflows, decision-making structures, and internal controls. Consultant will cooperate and comply with all reasonable requests from GLWA or its designated representatives in connection with any review or assessment. Upon completion of any audit, review, or assessment, any deficiencies noted shall be reported to Consultant in writing. Consultant shall promptly remedy and correct any such reported deficiencies within ten (10) calendar days of notification. Any costs disallowed as a result of an audit of the Records shall be repaid to GLWA by Consultant within thirty (30) calendar days of notification or may be set off by GLWA against any funds due and owing Consultant, provided, however, that Consultant shall remain liable for any disallowed costs exceeding the amount of the setoff. Each Party shall pay its own audit costs.
- 8.03 Consultant shall include the covenants contained in Sections 8.01 and 8.02 in any contract it has with any subcontractor or agent whose services will be charged directly or indirectly to GLWA for Services performed pursuant to this Contract.

Article 9.
Responsibility for Performance

- 9.01 Each Party shall be solely responsible for any claims arising out of that Party’s performance of this Agreement to the extent of that Party’s negligence, as provided for in this Agreement or by law. This Agreement is not intended to modify in any way either Party’s statutorily granted immunity from tort claims.

Article 10.

Insurance

- 10.01 Consultant shall procure and maintain at its expense for the duration of the Contract insurance meeting the terms and conditions of Exhibit C, Insurance.

Article 11. Default and Termination

- 11.01 This Contract shall remain in full force and effect until the end of its term unless otherwise terminated for cause or convenience according to the provisions of this Article 11.

- 11.02 GLWA reserves the right to terminate this Contract for cause. Cause is an event of default.

- (a) An event of default shall occur if there is a material breach of this Contract, and shall include the following:
- (1) Consultant fails to begin work in accordance with the terms of this Contract; or
 - (2) Consultant, in the judgment of GLWA, is unnecessarily, unreasonably, or willfully delaying the performance and completion of the Work Product or Services; or
 - (3) Consultant ceases to perform under the Contract; or
 - (4) GLWA reasonably believes the Services cannot be completed within the time provided and that the delay is attributable to conditions within Consultant's control; or
 - (5) Consultant, without just cause, reduces its work force on this Contract to a number that would be insufficient, in the reasonable judgment of GLWA, to complete the Services within a reasonable time, and Consultant fails to sufficiently increase such work force when directed to do so by GLWA; or
 - (6) Consultant assigns, transfers, conveys, or otherwise disposes of its interests in this Contract in whole or in part without prior approval of GLWA; or
 - (7) Any GLWA officer or employee acquires an interest in this Contract to create a conflict of interest; or
 - (8) Consultant violates any of the provisions of this Contract, or disregards applicable laws, ordinances, permits, licenses, instructions, or orders of GLWA; or
 - (9) The performance of the Contract, in the sole and reasonable judgment of GLWA, is substandard, unprofessional, or faulty and not adequate to the demands of the Services to be performed; or
 - (10) Consultant fails in any of the agreements set forth in this Contract; or

(11) Consultant ceases to conduct business in the normal course; or

(12) Consultant admits its inability to pay its debts generally as they become due.

- (b) If GLWA finds an event of default has occurred, GLWA may issue a Notice of Termination for Cause setting forth the grounds for terminating the Contract. Consultant shall have ten (10) calendar days from the date of the Notice of Termination for Cause within which to cure such default. If the default is cured within the ten (10) day period, the right of termination for such default shall cease. If the default is not cured to the satisfaction of GLWA within the ten (10) day period, this Contract shall terminate on the eleventh calendar day after the date of the Notice of Termination for Cause, unless GLWA, in writing, gives Consultant additional time to cure the default. If the default is not cured to the satisfaction of GLWA within the additional time allowed for cure, this Contract shall terminate for cause at the end of the extended cure period.
- (c) If, after issuing a Notice of Termination for Cause, GLWA determines that Consultant was not in default, the rights and obligations of the Parties shall be the same as if the Notice of Termination had been issued as a Notice of Termination for Convenience. Alternatively, in GLWA's reasonable discretion, the Notice of Termination for Cause may be withdrawn and the Contract, if terminated, may be reinstated.
- (d) Consultant shall be liable to GLWA for any damages sustained by GLWA as a result of Consultant's breach or any reasonable costs GLWA might incur in enforcing or attempting to enforce this Contract. Such costs shall include reasonable fees and expenses for attorneys, expert witnesses, and other consultants. However, if Consultant makes a written offer prior to the initiation of litigation or arbitration, then GLWA shall not be entitled to such attorneys' fees unless GLWA declines the offer and obtains a verdict or judgment for an amount more than ten percent (10%) above the amount of Consultant's last written offer prior to the initiation of litigation or arbitration. GLWA may withhold any payments to Consultant, in an amount not to exceed the amount claimed in good faith by GLWA to represent its damages, for the purpose of setoff until such time as the exact amount of damages due to GLWA from Consultant is determined. Consultant shall remain liable for any damages GLWA sustains in excess of any setoff.

11.03 GLWA shall have the right to terminate this Contract, in whole or in part, at any time at its convenience by giving Consultant five (5) business days written Notice of Termination for Convenience. As of the effective date of the termination, GLWA shall pay Consultant: (a) the fees for Services completed and accepted in accordance with Exhibit A in the amounts provided for in Exhibit B; (b) the fees for Services performed but not completed prior to the date of termination in accordance with Exhibit A in the amounts provided for in Exhibit B; and (c) Consultant's costs and expenses incurred prior to the date of the termination for items that are identified in Exhibit B. The amount due to Consultant shall be reduced by payments already paid to Consultant by GLWA. In no event shall GLWA pay Consultant more than the maximum price of this Contract.

11.04 After receiving a Notice of Termination for Cause or Convenience, and except as otherwise directed by GLWA, Consultant shall:

- (a) Stop work under the Contract on the date and to the extent specified in the Notice of Termination; and
 - (b) Obligate no additional Contract funds for payroll costs and other costs beyond such date as GLWA shall specify, and place no further orders on subcontracts for material, services, or facilities and the like, except as may be necessary for completion of such portion of the Services under this Contract as is not terminated; and
 - (c) Terminate all orders and subcontracts to the extent that they relate to the portion of the Services terminated pursuant to the Notice of Termination; and
 - (d) Preserve all Records and submit to GLWA such Records and reports as GLWA shall specify, and furnish to GLWA an inventory of all furnishings, equipment, and other property purchased for the Contract, if any, and carry out such directives as GLWA may issue concerning the safeguarding or disposition of files and property; and
 - (e) Submit within thirty (30) days a final report of receipts and expenditures of funds relating to this Contract, and a list of all creditors, subcontractors, lessors, and other parties, if any, to whom Consultant has become financially obligated pursuant to this Contract.
- 11.05 After termination of the Contract, each Party shall have the duty to assist the other Party in the orderly termination of this Contract and the transfer of all rights and duties arising under the Contract, as may be necessary for the orderly, un-disrupted continuation of the business of each Party.

Article 12. Assignment

- 12.01 Consultant shall not assign, transfer, convey or otherwise dispose of any interest whatsoever in this Contract without the prior written consent of GLWA; however, claims for money due or to become due to Consultant may be assigned to a financial institution without such approval. Notice of any assignment to a financial institution or transfer of such claims of money due or to become due shall be furnished promptly to GLWA. If Consultant assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause stating that the right of the assignee to any monies due or to become due shall be subject to the prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the Services in this Contract.
- 12.02 GLWA shall be permitted to assign this Contract to any successor in interest without the prior consent of Consultant. Thereafter, and as soon as practicable, GLWA shall provide written notice to Consultant of the assignment.

Article 13. Subcontracting

- 13.01 None of the Services covered by this Contract shall be subcontracted without the prior written approval of GLWA and, if required, any grantor agency. GLWA reserves the right to withhold

approval of subcontracting such portions of the Services where GLWA determines that such subcontracting is not in GLWA's best interests.

- 13.02 Each subcontract entered into shall provide that the provisions of this Contract shall apply to the subcontractor and its Associates in all respects. Consultant shall bind each subcontractor and each subcontractor shall agree to be bound by the terms of the Contract insofar as applicable to the work or services performed by that subcontractor.
- 13.03 No approval by GLWA of any proposed subcontractor, nor any subcontract, nor anything in this Contract, shall create or be deemed to create any rights in favor of a subcontractor and against GLWA, nor shall this Contract be deemed or construed to impose upon GLWA any obligation, liability, or duty to a subcontractor, or to create any contractual relation whatsoever between a subcontractor and GLWA.
- 13.04 The provisions contained in this Article 13 shall apply to subcontracting by a subcontractor of any portion of the work or services included in an approved subcontract.
- 13.05 GLWA's approval of any subcontractor shall not relieve Consultant of any of its responsibilities, duties, and liabilities under this Contract. Consultant shall be solely responsible to GLWA for the acts or defaults of its subcontractors and of each subcontractors' Associates, each of whom shall for this purpose be deemed to be the agent or employee of Consultant.

Article 14. Conflict of Interest

- 14.01 Consultant affirms that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services under this Contract. Consultant further affirms that in the performance of this Contract no person having any such interest shall be employed by it.
- 14.02 Consultant affirms that no officer, agent, or employee of GLWA and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or performance of this Contract has any personal or financial interest, direct or indirect, in this Contract or in its proceeds, whether such interest arises by way of a corporate entity, partnership, or otherwise.
- 14.03 Consultant warrants that (a) it has not employed and will not employ any person to solicit or secure this Contract upon any agreement or arrangement for payment of a commission, percentage, brokerage fee, or contingent fee, other than bona fide employees working solely for Consultant either directly or indirectly, and (b) if this warranty is breached, GLWA may, at its option, terminate this Contract without penalty, liability or obligation, or may, at its option, deduct from any amounts owed to Consultant under this Contract any portion of any such commission, percentage, brokerage, or contingent fee.

Article 15. Confidential Information

- 15.01 In order that Consultant may effectively fulfill its covenants and obligations under this Contract, it may be necessary or desirable for GLWA to disclose confidential and proprietary information to Consultant or its Associates pertaining to GLWA's past, present and future activities. Since it is difficult to separate confidential and proprietary information from that which is not, Consultant shall regard, and shall instruct its Associates to regard, all information gained as confidential and proprietary and such information shall not be disclosed to any organization or individual without the prior written consent of GLWA. The above obligation shall not apply to information already in or which becomes available in the public domain or information required to be disclosed by a court order or other legal process.
- 15.02 Consultant shall take appropriate action with respect to its Associates to ensure that the foregoing obligations of non-use and non-disclosure of confidential information shall be fully satisfied.

Article 16.
Compliance with Laws

- 16.01 Consultant shall comply with and shall require its Associates to comply with all applicable federal, state and local laws and shall hold GLWA harmless with respect to any damages arising from any violation of law by it or its Associates.

Article 17.
Amendments

- 17.01 GLWA may consider it in its best interests to modify the terms or conditions of this Contract or require Consultant to perform additional Services that are not set forth in Exhibit A. Modification of the Services may require that the compensation paid to Consultant by GLWA be proportionately adjusted, either increased or decreased, to reflect such modification. If GLWA and Consultant agree to any modification of this Contract, the modification shall be incorporated into this Contract by written Amendment.
- 17.02 Compensation shall not be adjusted unless there is a corresponding modification in the Services sufficient to justify such an adjustment. If there is any dispute as to compensation, Consultant shall continue to perform the Services under this Contract until the dispute is resolved.
- 17.03 No Amendment to this Contract shall be effective and binding upon the Parties unless it expressly refers to this Contract, is in writing, is signed and acknowledged by duly authorized representatives of both Parties and is approved by GLWA as set forth in Section 4.01.
- 17.04 GLWA shall not be bound by Unauthorized Acts in any dealings with Consultant and any of its Associates. For purposes of this Section 17.04, "Unauthorized Acts" means any acts by a GLWA employee, agent or representative that are not set forth in this Contract and have not been approved as a part of this Contract.

Article 18.
Notices

- 18.01 Notice of Termination for Cause, Notice of Termination for Convenience, and Change of Address Notice shall be given in writing, mailed by postage prepaid, signed by the authorized representative of such Party and addressed as follows:

<p>If to GLWA:</p> <p>Great Lakes Water Authority 735 Randolph Street, 15th Floor Detroit, Michigan 48226 Attention: Chief Procurement Officer</p> <p>Email: ChiefProcurementOfficer@glwater.org</p>	<p>If to Consultant:</p> <p>Genesee County Community Action Resource Department 1101 Beach St., Suite 285 Flint, Michigan 48502 Attention: Pamela Coleman</p> <p>Email: pcoleman@geneseecountymi.gov</p>
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- 18.02 All other notices, consents, approvals, requests, and other communications required or permitted under this Contract may be given by a Party by e-mail at the e-mail addresses set forth in Section 18.01.
- 18.03 Either Party to this Contract may change its postal address and/or e-mail address at any time by giving notice of the address change to the other Party.
- 18.04 Notices shall be deemed given on the day of mailing or e-mailing.
- 18.05 Consultant agrees that any notice given in the manner specified in this Article 18 shall be sufficient and waives all claims relative to the sufficiency of such notice.

Article 19. Proprietary Rights

- 19.01 Consultant shall not relinquish any proprietary rights in its intellectual property (copyright, patent, and trademark), trade secrets or confidential information as a result of the Services provided under this Contract. Any Work Product provided to GLWA under this Contract shall not include Consultant's proprietary rights, except to the extent licensed to GLWA.
- 19.02 GLWA shall not relinquish any of its proprietary rights, including, but not limited to, its data, privileged or confidential information, or methods and procedures, as a result of the Services provided under this Contract.
- 19.03 The Parties acknowledge that should the performance of this Contract result in the development of new proprietary and secret concepts, methods, techniques, processes, adaptations, discoveries, improvements and ideas ("Discoveries"), and to the extent said Discoveries do not include modifications, enhancements, configurations, translations, derivative works, and interfaces from Consultant's intellectual property, trade secrets or confidential information, said Discoveries shall: (a) be deemed "Work(s) for Hire"; (b) be promptly reported to GLWA and (c) belong solely and exclusively to GLWA without regard to their origin, and be treated by Consultant as GLWA's confidential information. At GLWA's request, Consultant shall execute all documents and shall furnish all reasonable assistance requested to establish in GLWA all right, title and interest in said Discoveries or to enable GLWA to apply for United States patents or copyrights for said Discoveries.

- 19.04 Any Work Product provided by Consultant to GLWA under this Contract shall not be disclosed, published, copyrighted, or patented, in whole or in part, by Consultant. The right to the copyright or patent in such Work Product shall vest exclusively in GLWA. GLWA shall have unrestricted and exclusive authority to publish, disclose, distribute, and otherwise use, in whole or in part, any of the Work Product. If Work Product is prepared for publication, it shall carry the following notation on the front cover or title page: "This document was prepared for, and is the exclusive property of, the Great Lakes Water Authority."
- 19.05 Intentionally omitted.
- 19.06 Upon the expiration or termination of this Contract, all finished or unfinished Work Product shall become GLWA's sole and exclusive property whether in Consultant's possession or not. Work Product shall be free from any claim or retention of rights on the part of Consultant and shall promptly be delivered to GLWA. GLWA shall return all of Consultant's property to it. Any intentional failure or unreasonable delay on Consultant's part to deliver the Work Product to GLWA will cause irreparable harm to GLWA not adequately compensable in damages and for which GLWA has no adequate remedy at law and GLWA may, in such event, (a) seek and obtain injunctive relief in a court of competent jurisdiction to compel delivery of the Work Product, to which injunctive relief Consultant consents, and (b) seek and obtain all applicable damages and costs.

Article 20. Force Majeure

- 20.01 No failure or delay in performance of this Contract, by either Party, shall be deemed to be a breach thereof when such failure or delay is caused by a force majeure event including, but not limited to, any Act of God, strikes, lockouts, wars, acts of terrorism, riots, epidemics and pandemics, explosions, sabotage, breakage or accident to equipment, the binding order of any court or governmental authority, or any other cause, whether of the kind herein enumerated or otherwise not within the control of a Party. In the event of a dispute between the Parties regarding what constitutes a force majeure event, the reasonable interpretation and determination of GLWA shall govern.

Article 21. Waiver

- 21.01 No Party shall be deemed to have waived any of its rights under this Contract unless such waiver is in writing and signed by the Party.
- 21.02 No delay or omission on the part of either Party in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a waiver of any right on any future occasion.
- 21.03 The failure by a Party to insist upon the strict performance of any covenant, agreement, term or condition of this Contract or to exercise any right, term or remedy consequent upon its breach shall not constitute a waiver of such covenant, agreement, term, condition, or breach.

Article 22.

Miscellaneous

- 22.01 If any provision of this Contract or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Contract shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.
- 22.02 This Contract contains the entire agreement between the Parties and all prior negotiations and agreements are merged into this Contract.
- 22.03 Unless the context otherwise expressly requires, the words "herein," "hereof," and "hereunder," and other words of similar import, refer to this Contract as a whole and not to any particular section or subdivision.
- 22.04 The headings of the sections of this Contract are for convenience only and shall not be used to construe or interpret the scope or intent of this Contract or in any way affect the same.
- 22.05 This Contract and all actions arising under it shall be governed by the laws of the State of Michigan. Consultant consents and submits to the exclusive personal jurisdiction of any state or federal court of competent jurisdiction in Wayne County, Michigan, for any action arising out of this Contract. Consultant shall not commence any action against GLWA arising out of this Contract in any state or federal court of competent jurisdiction other than one in Wayne County, Michigan.
- 22.06 If any Associate shall take any action that, if done by the Consultant, would constitute a breach of this Contract, the same shall be deemed a breach by Consultant.
- 22.07 No rights or remedies are, or shall be, acquired by Consultant by implication or otherwise unless expressly set forth in this Contract.
- 22.08 The term "GLWA" shall be deemed to include the Great Lakes Water Authority and all other associated, affiliated, allied or subsidiary entities or commissions, now existing or subsequently created, and their officers, agents, representatives, and employees.
- 22.09 This Contract may be executed in any number of originals, any one of which shall be deemed an accurate representation of this Contract.
- 22.10 As used in this Contract, the singular shall include the plural, the plural shall include the singular, and a reference to either gender shall be applicable to both.
- 22.11 The rights and benefits under this Contract shall inure to GLWA and its agents, successors, and assigns.
- 22.12 Consultant waives any defense it may have to the validity of the execution of this Contract.
- 22.13 GLWA shall have the right to recover by setoff from any payment owed to Consultant any amounts owed to GLWA by Consultant under this Contract or other contracts, and any other debt owed to GLWA by Consultant.

- 22.14 No term or condition of this Contract shall be construed to abrogate the governmental immunity granted to GLWA by law.
- 22.15 Unless explicitly stated otherwise, the rights and remedies of GLWA set forth in this Contract are not exclusive and are in addition to any of the rights and remedies provided by law or equity.
- 22.16 Consultant shall be subject to GLWA's "Vendor Performance Assessment", and the results thereof may impact its future engagements with GLWA.
- 22.17 When the Services requires adherence to GLWA's Business Inclusion and Diversity (B.I.D.) Program as set forth in the Procurement Policy, Consultant shall use its best efforts to ensure compliance with Consultant's "Diversity Plan", as finalized and approved by GLWA upon execution of this Contract. GLWA may monitor and assess Consultant's compliance with Consultant's "Diversity Plan" during the term of this Contract.
- 22.18 This Contract, its exhibits, and any Amendments thereto, are complementary and are intended to constitute a single agreement, to be interpreted in harmony to avoid conflict. In cases of ambiguity in, or conflict between, any requirements of the Contract, Consultant must, before proceeding, consult GLWA for its written clarification of the ambiguity or conflict, which determination shall be final.
- 22.19 The following terms and conditions shall survive any termination, completion, or expiration of this Contract: Sections 3.02(c), 6.03, 6.05, 13.05, 22.05, 22.08, 22.14, and Articles 9, 15, and 19.

(Signatures appear on next page)

Accordingly, GLWA and Consultant, by and through their duly authorized officers and representatives, have executed this Contract as follows:

Genesee County through its Community Action Resource Department:

By: _____
Signature

Print Name

Its: _____
Title

Dated: _____

Great Lakes Water Authority:

By: _____
Daniel Edwards

Its: Procurement Manager

Dated: _____

APPROVED AS TO FORM BY
GLWA GENERAL COUNSEL: _____
Signature/Date

APPROVED BY GLWA

BOARD OF DIRECTORS: ☒ **5/28/2025**

EXHIBIT A

SCOPE OF SERVICES

I. Contract Term

a. The term of this Contract shall be for (1) year (the “Initial Term”). GLWA shall have two (2) one-year options to renew this Contract (collectively, the “Renewals”) at GLWA’s sole discretion and at the terms and conditions specified in this Contract.

b. The Initial Term shall begin on July 1, 2025 and terminate on June 30, 2026 and the compensation therefor shall be as set forth in Exhibit B.

c. If exercised by GLWA, the first optional term shall begin on July 1, 2026 and terminate on June 30, 2027 (the “First Renewal Term”) and the compensation therefor shall be as set forth in Exhibit B.

d. If exercised by GLWA, the second optional term shall begin on July 1, 2027 and terminate on June 30, 2028 (the “Second Renewal Term”) and the compensation therefor shall be as set forth in Exhibit B.

e. GLWA may authorize the exercise of the Renewals in its sole discretion.

II. Services to be Performed

Consultant shall provide the Services specified below in support of the GLWA Water Residential Assistance Program (“WRAP” or “Program”). The Program serves the entire GLWA service area which consists of and is defined for purposes of this Contract as follows:

- Area 1: City of Detroit
- Area 2: City of Flint
- Area 3: Wayne (not including Detroit), and Monroe Counties
- Area 4: Oakland County
- Area 5: Macomb, St. Clair, and Lapeer Counties
- Area 6: Washtenaw County

1. Program Management

- a. Consultant shall manage and coordinate the enrollment of eligible participants and distribution of funds for the WRAP in Area 2 in accordance with the approved Program design.
- b. Consultant is responsible for the administration of all components of WRAP including, but not limited to, Program marketing, outreach, delivery, monitoring, and reporting as further described herein (“Administration”).
- c. Consultant shall define its business processes for the Program and perform required Program monitoring, reporting, and evaluation. The defined business processes shall

be approved by GLWA and shall recognize and be able to accommodate the variety of retail service providers' billing systems that are used in communities throughout the GLWA service area.

- d. Consultant shall recommend and work with GLWA to implement any WRAP design changes.
- e. Consultant shall enter into agreements, as needed, with various subcontractors for services related services and ensure that the subcontracted services are delivered effectively, efficiently, and with appropriate insurance coverage.
- f. Consultant shall provide the following deliverables:
 - i. Monthly and quarterly reporting data
 - Household address, including, but not limited to:
 - Household zip code
 - Household municipality
 - Household payment cycle
 - WRAP status
 - ii. Monthly statement of expenses using the format as provided by GLWA to be submitted within 15 days after the end of the month.

2. Client Service

- a. WRAP services shall be rendered in the form of “Direct Assistance” (bill payment and arrearage assistance for water and sewerage bills), and “Conservation” (water use education, home water audits, and minor plumbing repairs).
- b. Consultant shall provide participants with holistic assistance services as appropriate.
- c. Consultant shall implement a prioritization process for rendering assistance that ensures equitable and consistent distribution of assistance for eligible customers throughout the GLWA service area.
- d. Consultant shall train its staff on Program service delivery standards and requirements.
- e. Consultant shall implement enrollment and intake processes based on WRAP eligibility guidelines defined by GLWA including, but not limited to:
 - i. Identifying a primary point of contact for each household.
 - ii. Scheduling enrollment appointments and performing client intake.
 - iii. Establishing a streamlined process for determining eligibility and verifying necessary information.
 - iv. Establishing a process for referrals to receive Conservation services.
 - v. Determining the amount and type of benefits eligible households may receive.

- f. Consultant's case management shall include providing adequate staffing to ensure multi-lingual capacity to respond to applicant and participant questions throughout the duration of the applicant's or participant's time in the Program.
- g. Consultant shall monitor participants' compliance with Program requirements.
- h. Consultant shall maintain minimum core working hours from 9:00 a.m. to 4:00 p.m., Monday through Friday, with the exclusion of County holidays. Consultant shall have staff available to attend GLWA meetings and residential education meetings outside of normal working hours, which may require evening or weekend hours.

3. Community Outreach

- a. Consultant shall work with GLWA staff to implement a tailored outreach plan that reflects and is responsive to the unique challenges of a regional assistance program.
- b. Consultant shall work with GLWA to develop marketing materials for the program.
- c. Consultant shall conduct outreach that promotes awareness of WRAP and enables eligible households served by GLWA to obtain assistance.

4. Member Partner Relations

- a. Consultant shall support efforts to educate local leaders on the Program and encourage their community's participation in the Program.
- b. Consultants shall provide Direct Assistance payments to utilities on behalf of enrolled households.

5. Performance Measurement

- a. Consultant shall provide Program data as requested by GLWA on the following measures, including but not limited to:
 - i. Number of households enrolled
 - ii. Amount (\$) of total Direct Assistance provided (spent)
 - iii. Amount (\$) of total Direct Assistance committed
 - iv. Amount (\$) of total Direct Assistance uncommitted
 - v. Number of households enrolled in Year 2 or WRAPfinity
 - vi. Number of shutoffs avoided
 - vii. Number of households enrolled with an arrearage balance
 - viii. Average arrearage balance per household (reported for newly enrolled households)
 - ix. Amount (\$) of arrearage paid per household
 - x. Number of home water audits completed
 - xi. Number of households receiving minor plumbing repairs
 - xii. Amount (\$) of home water audits completed

- xiii. Amount (\$) of plumbing repairs provided
- xiv. Amount (\$) of Conservation funds remaining (unspent or uncommitted)
- xv. Average amount (\$) of minor plumbing repairs per household

6. Financial Management

- a. Consultant shall budget for the expenses related to Direct Assistance, Conservation, and Administration and provide GLWA with monthly updates on the variance between actual spending verses budgeted amounts and prepare projected cash flows. Consultant shall at all times manage its cash flow to ensure funding for Program operations for the duration of the Contract.
- b. Consultant shall endeavor to fully utilize the annually allocated funding within each funding year. With good cause shown by Consultant, GLWA may elect to roll forward unspent funds to the subsequent funding year.

(End Exhibit A)

EXHIBIT B **COMPENSATION**

I. Contract Amount

GLWA shall pay Consultant for the complete and proper performance of the Services, inclusive of any reimbursable expenses, as set forth in this Exhibit B. If reimbursable expenses are to be provided, they shall be delineated in this Exhibit B. Unless this Contract is amended pursuant to Article 17, this amount shall be the entire compensation to which Consultant is entitled for the performance of Services.

- a. For the Initial Term, an amount not to exceed the sum of Twenty-Seven Thousand and 00/100 Dollars (\$27,000.00); and
- b. For the First Renewal Term, if any, an amount not to exceed the annual sum approved by the GLWA Board of Directors; and
- c. For the Second Renewal Term, if any, an amount not to exceed the annual sum approved by the GLWA Board of Directors.

II. Cost of Services and Invoicing

- a. Program Budget Allocation:

The annual Program budget allocations are set forth below. These allocations may be adjusted with good cause shown at the discretion of and with written approval from the GLWA Affordability & Assistance Manager

FY 2026 WRAP Allocation Area 2				
FY26 Budget	Program Administration Budget (15% of FY Budget)	Total Funding for Direct Assistance & Conservation	Direct Assistance Funding (80% of Total Direct Assistance & Conservation Budget)	Conservation Funding (20% of Total Direct Assistance & Conservation Budget)
\$27,000.00	\$4,050.00	\$22,950.00	\$18,360.00	\$4,590.00

III. Invoicing; General

- a. The Program Administration fee paid to Consultant shall be capped at 15% of each fiscal year budget and is inclusive of any reimbursable expenses. If the Program Administration funding is depleted prior to the end of any fiscal year, Consultant shall be required to continue providing the Services until the total funding allocated in that fiscal year for Direct Assistance and Conservation is fully utilized.

- b. As part of the Conservation Funding, each qualifying enrollee shall receive a home water audit at a rate of \$400 per audit.
- c. Within any fiscal year, additional Program administration funding may be approved through a GLWA Board of Directors reallocation process and, if a reallocation is approved, any resulting changes to the Program administration funding shall be set forth in a written amendment to this Contract.
- d. Program funding for Program Administration, Direct Assistance and Conservation shall be disbursed to Consultant upon submission of a “Monthly Statement of Expenses” (template provided by GLWA), accompanied by all documentation requested by GLWA including those components of Consultant’s general ledger associated with providing the Services. Additional disbursements of Direct Assistance and Conservation funds may be provided at the discretion of GLWA.
- e. Monthly Statement of Expenses and any other requested documentation shall be submitted by E-mail to: wrap@glwater.org
- f. Payment for the proper performance of the Services shall be contingent upon receipt by GLWA of accurate, complete, and timely invoices from Consultant and shall be made within forty-five (45) days after receipt of a proper invoice which conforms to the requirements of this Exhibit B.
- g. The GLWA project manager and individual responsible for approving Consultant invoices under this Contract is:

Haran Stanley, Affordability & Assistance Management Professional
Great Lakes Water Authority
735 Randolph
Detroit, Michigan 48226
Email: Haran.Stanley@glwater.org

IV. Reimbursable Expenses

- a. Consultant shall be paid for its reimbursable expenses which shall be the actual cost incurred by Consultant for expenses advanced on behalf of GLWA in connection with the Services performed by Consultant, in accordance with the terms set forth below.
- b. Reimbursable Expenses: The following expenses shall be expensed at the rates which represent the actual costs of Consultant: BS&A (or like) record search expenses, postage, express mail services, outside printing and photocopying, notary fees, and miscellaneous like expenses directly related and necessary for rendering the Services.
- c. To obtain reimbursement for costs or expenses not enumerated herein,

Consultant shall submit to the GLWA Affordability and Assistance Manager a written request for approval of such costs or expenses *prior* to incurring them.

(End Exhibit B)

EXHIBIT C
INSURANCE

I. Coverage Types, Amounts and Endorsements

- a. Consultant shall procure and maintain at its expense, for the duration of the Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services and the results of those Services by Consultant, its agents, representatives, employees, or subcontractors, as marked below and as otherwise required by this Exhibit C.

<u>TYPE</u>	<u>AMOUNT NOT LESS THAN</u>
<input checked="" type="checkbox"/> Workers' Compensation	Statutory Limits Mandated by Law
<input checked="" type="checkbox"/> Employers' Liability	\$1,000,000 Each Accident \$1,000,000 Disease Each Employee \$1,000,000 Disease Policy Limit
<input checked="" type="checkbox"/> Commercial General Liability	\$1,000,000 Each Occurrence \$1,000,000 Personal/Advertising Injury \$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations
<input checked="" type="checkbox"/> Automobile Liability (Covering Any Auto including Owned, Hired and Non-Owned vehicles)	\$1,000,000 Combined Single Limit
<input checked="" type="checkbox"/> Umbrella/Excess Liability (Providing excess limits over the Commercial General Liability, Auto Liability and Employers' Liability policies)	\$4,000,000 Each Occurrence \$4,000,000 Aggregate
<input checked="" type="checkbox"/> Professional Liability (Errors and Omissions)	\$5,000,000 Any One Claim

- b. The commercial general liability policy shall include an endorsement naming the "Great Lakes Water Authority" as an additional insured and any other entities as may reasonably be designated by GLWA.

- c. The commercial general liability policy and the umbrella/excess liability policy shall be endorsed to provide that Consultant's insurance is primary and non-contributory to any insurance already carried by GLWA.
- d. The workers' compensation, commercial general liability and automobile liability policies shall be endorsed with a waiver of subrogation on either a blanket basis or in favor of GLWA.
- e. All insurance required by this Contract shall:
 - 1. Name Consultant as the insured; and
 - 2. Except for professional liability insurance, be written on an occurrence-based policy form if the same is commercially available; and
 - 3. Be affected under valid and enforceable policies, issued by insurers either authorized to conduct business in Michigan or which have an A.M. Best's rating of A-/VIII or better, and which are otherwise acceptable to GLWA.

II. General Requirements

- a. If during the term of this Contract changed conditions or other pertinent factors should, in the reasonable judgment of GLWA, render inadequate the foregoing insurance limits, Consultant shall furnish such additional coverage or types of coverage as may reasonably be required under the circumstances and the actual cost differential thereof shall be paid by GLWA. Within thirty (30) calendar days of such request, Consultant shall obtain the additional coverage and furnish evidence of such coverage to GLWA.
- b. Certificates of insurance evidencing the coverage required by this Contract shall, in a form acceptable to GLWA (ACORD 25 form preferred), be submitted to GLWA upon execution of this Contract and at least five (5) days prior to the expiration dates of expiring policies. All submittals shall be emailed to COI@glwater.org.
- c. Certificates of insurance shall reference this Contract requisition number.
- d. Consultant or its insurer shall provide to GLWA thirty (30) days' written notice of cancellation of any policy required by this Contract and ten (10) days' written notice of cancellation due to non-payment of premium.
- e. If any work is subcontracted in connection with this Contract, Consultant shall require each subcontractor to effect and maintain the types and amounts of insurance which, in Consultant's sole judgment, shall be appropriate to the work conducted by each such subcontractor. GLWA shall have the right to request copies of any subcontractor certificates of insurance.
- f. Consultant shall be responsible for the payment of all deductibles and/or self-insured retentions contained in any insurance required under this Contract. The provisions requiring Consultant to carry the specified insurance shall not be construed in any manner as waiving or restricting the liability of Consultant.

- g. If Consultant maintains broader coverage and/or higher limits than the minimums marked above, GLWA requires and shall be entitled to the broader coverage and/or higher limits maintained by Consultant.
- h. Failure to comply with any term or condition of this Exhibit C shall constitute a material breach of this Contract.

(End Exhibit C)