

EM SUBMISSION NO.: EME 3442014

PRESENTED: 6/25/14

ADOPTED: 6/26/14

BY THE EMERGENCY MANAGER:

Resolution Entering into a Partnership Agreement with Court Street Village Non-Profit Housing Corporation for the purpose outlined in the agreement: Central Park Neighborhood LED Street Light Conversion Project

Through a partnership agreement between the City of Flint and Court Street Village Non-Profit Housing Corporation ("CSVNP"), a pilot LED street light conversion project has been introduced to occur in the Central Park Neighborhood. Partnering with CSVNP enables the City to leverage external grant funds through supporting implementation of the Master Plan and key strategies related to infrastructure and city utilities.

The funds will serve as the general support needed to fulfill the initial phase of the pilot project: replacement of (5) 100W high pressure sodium bulbs to new, 80W LED fixtures. This conversion will save the City \$118.40 in annual maintenance, of which 100% of the cost associated with the pilot project will be supported by CSVNP. A total project cost of \$6,011.00 will be fully covered by CSVNP funds.

Upon completion of the 5 test fixtures, an assessment will be completed by CSVNP and CPNA to detail satisfaction of installed LED's. If satisfied, CSVNP will authorize the City to perform a full-scale LED conversion within the CPNA, resulting in conversion of the remaining 45 LED fixtures and addition of 10 new 80W -157W LED fixtures, supplied by GE. 100% of the costs associated with the project will be covered by CSVNP.

The conversion project addresses multiple master plan strategies specifically: ensuring longevity, reliability, and efficiency of City utilities; leverage Green Technology to reduce energy costs, and increase long-term sustainability; transitioning lights from high-pressure sodium or mercury vapor bulbs to LEDs and utilize off-grid solar power for generation in extremely low-density/high-vacancy areas.

IT IS RESOLVED, that the appropriate City of Flint officials are hereby authorized to do all things necessary to comply with the terms and conditions as set forth in the partnership agreement.

APPROVED AS TO FORM:


Peter M. Bade, Chief Legal Officer

APPROVED AS TO FINANCE:


Jerry Ambrose, Finance Director

EM DISPOSITION:

ENACT ✓

FAIL _____

DATED 6-26-14


Darnell Earley, Emergency Manager

RESOLUTION STAFF REVIEW

DATE: June 19, 2014

Agenda Item Title:

RESOLUTION ENTERING INTO A PARTNERSHIP AGREEMENT WITH COURT STREET VILLAGE NON-PROFIT HOUSING CORPORATION FOR THE PURPOSE OUTLINED IN THE AGREEMENT: CENTRAL PARK NEIGHBORHOOD LED STREET LIGHT CONVERSION PROJECT.

Prepared By:

Author: Kevin Schronce, Associate Planner

Background/Summary of Proposed Action:

The City of Flint Master Plan sets goals to ensure longevity, reliability, and efficiency of City utilities; leverage Green Technology to reduce energy costs, improve air quality, and increase long-term sustainability; transition lights from high-pressure sodium or mercury vapor bulbs to LEDs and utilize off-grid solar power for generation in extremely low-density/high-vacancy areas. Partnering with CSVNP will allow the city to leverage external funds to implement these strategies. CSVNP is solely responsible for managing grant funds received for this project and is considered the grantee. CSVNP will supply the City with full resources needed for the project and cover all costs associated.

Financial costs for the conversion will be fully supported by CSVNP, through payment to the City. City staff will be responsible for monitoring progress of conversion, payment to Consumers Energy for necessary labor. The City will ensure the process of replacement to 5 existing, 100W high pressure sodium light fixtures converted to new, 60W LED bulbs. Upon completion of the 5 test fixtures, an assessment will be completed by CSVNP to detail satisfaction of CPNA members. If satisfied, CSVNP will authorize the City to perform full-scale LED conversion within the CPNA, resulting in conversion of 40 existing and addition of 5 new 60W LED fixtures.

Financial Implications:

None – Cost of project is 100% funded through CSVNP monies.

Budgeted Expenditure? Yes ☐ No ☒ **Please explain if no:** No impact on general fund, project is 100% funded by CSVNP through payment to Consumers Energy.

Account No. Revenue: _____ Expense: _____

Reviewed and approved by: _____ **Date:** _____

Pre-encumbered? Yes ☐ No ☒ **Requisition #:** _____

Other Implications (i.e., collective bargaining):

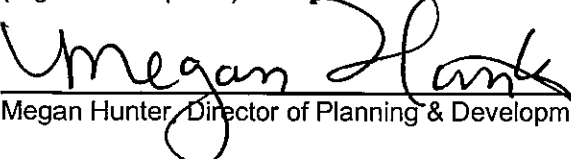
There are no known implications.

Staff Recommendation:

Staff recommends approval of this resolution.

Supervisor Approval:

(Signature required)


Megan Hunter, Director of Planning & Development

CENTRAL PARK NEIGHBORHOOD - LED STREETLIGHT CONVERSION PROJECT

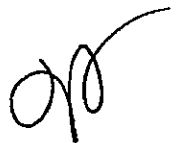
This agreement (hereinafter "Agreement") is entered into between the City of Flint, a municipal corporation (hereinafter "City") and Court Street Village Non-Profit Housing Corporation (hereinafter "CSVNP") on behalf of the Central Park Neighborhood Association (hereinafter "CPNA"); collectively referred to herein as the "Parties".

WHEREAS, the City of Flint Master Plan sets goals to - Ensure longevity, reliability, and efficiency of City utilities; leverage Green Technology to reduce energy costs, improve air quality, and increase long-term sustainability; Transition lights from high-pressure sodium or mercury vapor bulbs to LEDs and utilize off-grid solar power for generation in extremely low-density/high-vacancy areas; and

WHEREAS, CSVNP is dedicated to providing quality, affordable housing & promoting healthy neighborhoods; and

THEREFORE, in consideration of the mutual covenants contained herein, the consideration of which is hereby stipulated to, the Parties agree as follows:

1. Lighting: The City agrees to ensure an efficient and corporative working relationship on a preliminary LED Street Light Conversion project for the CPNA.
2. Grant Administration/Payment: CSVNP is solely responsible for managing grant funds received for this project and is considered the grantee. CSVNP will supply the City with full resources needed for the project and cover all costs associated. Financial costs for the conversion will be fully supported by CSVNP, through payment to the City. City staff will be responsible for monitoring progress of conversion, including payment to Consumers Energy.
3. Coordination: CSVNP representatives will meet with City of Flint Planning and Development staff and representatives from Consumers Energy to monitor project status. City staff will work with Consumers towards future, city-wide LED conversion.
4. Deliverables: The City will ensure the process of replacing 5 existing, 100W high pressure sodium light fixtures converted to new, 80W LED bulbs. Upon completion of the 5 test fixtures, an assessment will be completed by CSVNP and CPNA to detail satisfaction of installed LED's. If satisfied, CSVNP will authorize the City to perform full-scale LED conversion within the CPNA, resulting in conversion of the remaining 45 LED fixtures and addition of 10 new 80W -157W LED fixtures, supplied by GE.



5. Indemnity and Hold Harmless: To the fullest extent permitted by law, CSVNP agrees to defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees and volunteers and other working on behalf of the City, against any and all claims, demands, suits, or losses, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City, for any reason including but not limited to personal injury including bodily injury or death; and/or property damage, including loss of use thereof, which may arise out of this Agreement and/or as a result of CSVNP acts, omissions, faults, and/or negligence, or that of any of its employees, agents, and representatives in connection with the performance of this Agreement. Should CSVNP fail to indemnify the City in the above-mentioned circumstances, the City may, at its sole discretion, retain defense counsel, for which CSVNP shall reimburse the City.
6. Pilot Program Term: This Agreement shall be for an initial conversion of (5) light fixtures. Pending satisfaction of assessment, full conversion will commence over the next 6 months.
7. Cost: Cost for conversion of (5), 100W high pressure sodium fixtures to 80W LED is \$6,011.00. This project is projected to save the city \$118.40 in annual maintenance based on data supplied by consumers energy. 100% of the cost associated with the purchase and installation will be supported by CSVNP.
8. General Terms and Conditions: This Agreement represents the entire agreement between the Parties with respect to the subject matter hereto, and supersedes all prior agreements, conversations, and understandings with respect hereto. Any amendment to this Agreement shall be in writing and signed by the Parties. Failure of the City to require performance of any provision herein shall not affect the City's right to require performance of any provision thereafter, nor shall such a waiver constitute a waiver of any subsequent breach of this Agreement. If any provision of this Agreement is found to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect as though the invalid or unenforceable provision had never been included. This Agreement is valid and enforceable with electronic or facsimile signatures, and may be executed in multiple counterparts, all of which together shall form one agreement.

WHEREFORE, the Parties have executed this Agreement by affixing their signatures below:

Court Street Village Non-Profit Housing Corp.:

By: Norma J. Sain

Its: Executive Director

Date: 6/18/14

CITY OF FLINT:

By: Darnell Earley

Its: Emergency Manager

Date: 6-26-14