

# **City of Flint, Michigan**

*Third Floor, City Hall  
1101 S. Saginaw Street  
Flint, Michigan 48502  
[www.cityofflint.com](http://www.cityofflint.com)*



## **Meeting Agenda - Final**

**Monday, October 22, 2018**

**5:30 PM**

**Council Chambers**

### **CITY COUNCIL**

*Herbert J. Winfrey, President, Ward 6  
Monica Galloway, Vice President, Ward 7*

*Eric Mays, Ward 1*

*Santino J. Guerra, Ward 3*

*Jerri Winfrey-Carter, Ward 5*

*Maurice D. Davis, Ward 2*

*Kate Fields, Ward 4*

*Allan Griggs, Ward 8*

*Eva L. Worthing, Ward 9*

*Inez M. Brown, City Clerk*

**CALL TO ORDER****ROLL CALL****PLEDGE OF ALLEGIANCE****PRAYER OR BLESSING****READING OF DISORDERLY PERSONS CITY CODE SUBSECTION**

*Any person that persists in disrupting this meeting will be in violation of Flint City Code Section 31-10, Disorderly Conduct, Assault and Battery, and Disorderly Persons, and will be subject to arrest for a misdemeanor. Any person who prevents the peaceful and orderly conduct of any meeting will be given one warning. If they persist in disrupting the meeting, that individual will be subject to arrest. Violators shall be removed from meetings.*

**REQUEST FOR CHANGES AND/OR ADDITIONS TO AGENDA**

*Council shall vote to adopt any amended agenda.*

**PRESENTATION OF MINUTES**

*None*

**PUBLIC HEARINGS**

*None*

**PUBLIC SPEAKING**

*Per the amended Rules Governing Meetings of the Council (as adopted by the City Council on Monday, June 12, 2017), three (3) minutes per speaker. Only one speaking opportunity per speaker. Numbered slips will be provided prior to the start of the meeting to those wishing to speak during this agenda item. No additional speakers or slips will be accepted after the meeting begins. Speakers may not allocate or "donate" their allotted time to another person. Council members may not speak during Public Speaking, nor may they make response comments to speakers. Council members may use their five (5) minutes for Final Comments to address any issues that have been addressed by Public Speakers.*

**PETITIONS AND UNOFFICIAL COMMUNICATIONS**

**180545**      Summons/United States District Court

Notice of Summons in a Civil Action received September 21, 2018, re: Kristen Wells v. City of Flint, et al, Case No. 2:18-cv-12755-MOB-APP.

**COMMUNICATIONS (from Mayor and Other City Officials)**

**180546** Traffic Engineering/Closure Permits

Sidewalk, Lane and Street Closures permits (16) dated October 2018 for requested activities/events, with noted responsibility for the placement of the required traffic control devices, and/or personnel, for the protection of traffic and event participants.

**APPOINTMENTS****180543** Appointment/Genesee County 9-1-1 Consortium Commission/Rodney Stephen Branch

Resolution resolving that Mayor Karen Weaver hereby appoints Rodney Stephen Branch (607 East Second Avenue, Apartment 302, Flint, MI 48502) to represent the City of Flint at the Genesee County 9-1-1 Consortium meetings. [NOTE: No term of office is listed.]

**RESOLUTIONS****180538** McNaughton-McKay (Electric Co.)/Third Avenue Switchgear Upgrade

Resolution resolving that the Department of Purchases & Supplies, upon City Council's approval, is hereby authorized to issue a purchase order to McNaughton-McKay (Electric Co.) for Third Avenue switchgear upgrade, as requested by Utilities/Water Pollution Control, in an amount NOT-TO-EXCEED \$1,083,236.90 [Sewer Fund Acct. No. 590-550.300-977.000.]

**180539** Pre-Qualification of Engineering Firms/Various Water & Sewer Projects

Resolution resolving that the Department of Public Works and Utilities, upon City Council's approval, is hereby authorized to pre-qualify the following engineering firms to provide engineering services for water and sewer projects until June 30, 2021, and to solicit "letters of interest" from the following pre-qualified engineering firms to determine who will be selected to perform engineering services for each scheduled construction project as they emerge: Fishbeck, Thompson, Carr & Huber, Lansing; Fleis & Vandenbrink Engineering, Inc., Flint; Hubbell, Roth & Clark, Inc., Bloomfield Hills; Rowe Professional Services Co., Flint; Wade Trim, Inc., Flint; Johnson & Anderson, Flint; and Jones & Henry Engineers, Ltd., Toledo, OH.

**180540** Budget Amendment/Transfer of Funds/226 Rubbish Collection Account Fund Balance/Republic Waste Services Contract

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to do all things necessary to amend the FY2019 adopted budget by allocating \$272,600.00 from the 226 Fund Balance to Acct. No. 226-528.202-810.000, as requested by Finance. [NOTE: Certain adjustments need to be made for the garbage collection contract with Republic Services to be paid out of the proper account.]

- 180541** Budget Amendment/Transfer of Funds/U.S. Department of Health & Human Services (DHHS)/Michigan DHHS/Lead Service Line/Lead Fixture Replacement

Resolution resolving that the appropriate city officials are authorized to do all things necessary to amend the 2018-2019 adopted budget to include revenue and expenditure appropriations for the State of Michigan DHHS Grant No. WLRP-2019 for water infrastructure and distribution improvements, in the amount of \$5,000,000.00, in Grant Fund, under City of Flint Grand Code FHHS-19, to comply with the associated grant agreement(s), and to budget any unspent grant funds in subsequent fiscal years in which they continue to remain available by the grantor, as requested by the Chief Public Health Advisor. [NOTE: \$5,000,000.00 is available from the U.S. Department of Health & Human Services (DHHS) through the Michigan DHHS to provide for lead service line and lead fixture replacement for eligible families. The funds will be utilized in conjunction with the lead line replacement program that is funded through the State of Michigan and Federal Government.]

- 180542** Budget Amendment/Transfer of Funds/F&V Operations & Resource Management (FVOP)/Laboratory Services

Resolution resolving that the appropriate City of Flint officials are authorized to do all things necessary to process a budget amendment to Allocate \$333,744.00 from Water Fund Acct. No. 591-545.200-702.000 = \$235,989.00; Acct. No. 591-545.200-709.000 = \$35,444.00; Acct. No. 591-545.200-719.100 = \$24,755.00; and Acct. No. 591-536.100-801.600 = \$37,556.00 TO Water Fund Acct. No. 591-545.200-801.000, as requested by Utilities/DPW/Water Plant. [NOTE: Two City laboratory staff employees resigned last August. As a result, the city contacted the Michigan Department of Environmental Quality (MDEQ) to determine the appropriate qualifications and used its water quality expert to obtain appropriately licensed candidates through F&V Operations, who will provide staff for laboratory services, including operating the City Water Plant lab, collection of data required to prepare State reports and the collection of water samples. Laboratory staff will be paid \$27,812.00 monthly, for a five-year term, from Water Fund Acct. No. 591-545.200-801.000.

- 180544** CO#2/Contract/Tri-County Refuse Service, Inc. dba Republic Services/Waste Collection Services

Resolution resolving that the proper city officials are authorized to enter into change order #2 to the contract with Tri-County Refuse Services, Inc., dba Republic Services (for waste collection services), to extend said contract to June 30, 2021, in an amount NOT-TO-EXCEED \$12,007,254.99, for an aggregate total of \$19,589,319.00; \$2,887,820.82 for FY2019, \$4,559,717.09 for FY2020, and \$4,559,717.09 for FY2021, pending adoption of each year's respective budget [Rubbish Collection Fund Acct. No. 226-528.201-801.000], AND, resolving that the proper city officials are hereby authorized to amend the Special Assessment fee for Rubbish Collection in the Master Fee Schedule for the FY2020 and FY2021 fiscal year budgets as part of the budget adoption process.

**RESOLUTIONS (May Be Referred from Special Affairs)**

**180517**      Budget Amendment/Transfer of Funds/Police Department/Transfer Police Records/Mobile Data Terminals

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to do all things necessary to process a budget amendment to allocate \$173,600.00 expense appropriation from the General Fund 101 Balance to General Fund Professional Services Acct. No.101-305.200-801.000 = \$53,600.00, and General Fund Equipment Acct. No. 101-315.100-977.000 = \$120,000.00, as requested by Police. [NOTE: The adjustments are necessary for the purpose of funding emergency purchases to transfer police records from the State Records Management System (SRMS) to the New Worlds Records System (at a cost of \$53,600.00) and to purchase 20 Mobile Data Terminals (MDT's) (at a cost of \$120,000.00) for the (20) new cruisers being purchased through Fleet.]

**LIQUOR LICENSES****INTRODUCTION AND FIRST READING OF ORDINANCES****INTRODUCTION AND FIRST READING OF ORDINANCES (May Be Referred from Special Affairs)**

**180523**      Amendment/Ordinance/Chapter 2 (Administration)/Article VI (City Wide Advisory Council) [CWAC]

An ordinance to amend Chapter 2 (Administration), Article VI (City Wide Advisory Council), of the Code of the City of Flint by amending Sections 2-26 through 2-26.4, and adding new sections 2-26.5 (Conflicts of Interests) and 2-26.6 (Disqualification).

**SECOND READING AND ADOPTION OF ORDINANCES**

*None*

**FINAL COUNCIL COMMENTS****ADJOURNMENT**

RESOLUTION NO.:

180543

PRESENTED:

10-17-2018

ADOPTED:

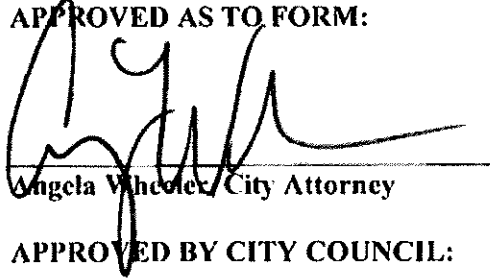
**RESOLUTION OF APPOINTMENT OF RODNEY STEPHEN BRANCH TO THE 9-1-1  
CONSORTIUM COMMISSION.**

**BY THE MAYOR:**

WHEREAS, The Genesee County 9-1-1 Consortium Commission is a joint endeavor by up to 31 local governments, including the county, to administer the Amended Genesee County 9-1-1 Consortium Agreement (9-1-1 Agreement).

**NOW THEREFORE BE IT RESOLVED**, that Mayor Weaver hereby appoints Rodney Stephen Branch address 607 East 2<sup>nd</sup> Ave Apt 302 Flint, MI 48502 to represent the City of Flint at the Genesee County 9-1-1 Consortium Meetings.

APPROVED AS TO FORM:



Angela Wheeler, City Attorney

FOR THE CITY OF FLINT:

Dr. Karen W. Weaver, Mayor

APPROVED BY CITY COUNCIL:

Herbert Winfrey, City Council President

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## Rodney Stephen (Steve) Branch

3201 Blackberry Crk.  
Burton, MI 48519  
sbranch@cityofflint.com

Leverage business acumen, tactical mindset, and 30+ years of experience with a Fortune 500 corporation to direct and supervise the day to day management of city government. Provide strategic direction in the implementation of executive policy, planning and administrative activities of appointed staff officials. Expertise in developing, deploying, and using information system technology; embrace emerging technology to benefit the organization. Effective trainer, leader, and organizer. Reputation for integrity.

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### Core Competencies

Budgeting  
Forecasting Control

Global Capital Management  
IRS Reporting Compliance  
Audit Compliance

Project Management  
Sarbanes-Oxley

*Technology:* MS Office; SAP; BS&A, GM proprietary systems; tablets, smart phones, network support

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### Career Chronology

#### CITY OF FLINT 2016–2018

Chief of Staff and Acting City Administrator  
Performed duties of Chief of Staff and City Administrator for the City of Flint

#### Jackson Hewitt Tax Service 2015–2016

Income Tax Preparer

#### STEVE'S TECHNICAL SERVICE 2013-2016

Provided technical support services and assistance to individuals and businesses.

#### ACTION LINK 2013-2014

Product Merchandizer  
Set up product displays when contracted in various retail facilities in South-East Florida.

#### GENERAL MOTORS CORPORATION 1979–2012

**Manager Project Tracking & Control – Global Product Development Finance 2000–2012**

*Oversee capital expenditures of more than \$6B annually.* Develop, implement, and maintain standardized systems, processes, procedures, policies, and work instructions to track investment and capital improvements of equipment, tooling, assembly plants, and offices across North America. Simultaneously track spending for multiple vehicle models in various stages of preproduction. Accountable for approximately 200 active projects. Supervise local and off-site project tracking teams.

#### *Project Tracking*

- Consult with stakeholders to develop and define complex project requirements and budgets.
- Monitor spending to ensure alignment with budgets and scope of projects.
- Ensure proper classification of expenditures for tax reporting.
- Design system to facilitate end users' ability to manage funds and view projects' status.

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## Steve Branch

[sbranch@cityofflint.com](mailto:sbranch@cityofflint.com)

### *Oversight*

- Ensure accurate and timely communication with corporate leadership.
- Institute and adhere to robust reporting guidelines.
- Prepare for internal and external audits. Respond to requests for data. Interact with auditors.
- Install, configure, and train staff to manage systems.
- Manage project-related risks.(continued. )

### **Manager Project Tracking – GM Truck Group Flint North 1994–2000**

Introduced and implemented Compass and GMTOPS systems for Body in White project tracking.

### *Early company experience:*

**Senior Manufacturing Engineer** – Truck Group Pontiac 1993–1994

**System Analyst** – Truck Group Pontiac 1991–1993

**Senior Project Analyst** – Buick Motor Division Flint 1985–1991

**Project Analyst** – Buick Motor Division Flint 1983–1985

**College Graduate in Training** – Buick Motor Division Flint 1981–1983

**College Summer Student** – Buick Motor Division Flint 1978–1981

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### **Education**

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UNIVERSITY OF MICHIGAN-FLINT	<b>Bachelor of Science</b> – Business Administration <b>Computer Science Certificate</b>
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### **Board Affiliation**

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GENISYS CREDIT UNION	Board of Directors (2013–2014)
GENISYS CREDIT UNION	Supervisory committee (2005–2012)

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### **Greek Affiliation**

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Kappa Alpha Psi, Fraternity, Inc.	Member
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180538

(Proposal #19000539)

SUBMISSION NO.: \_\_\_\_\_

PRESENTED: \_\_\_\_\_

ADOPTED: \_\_\_\_\_

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO MCNAUGHTON-MCKAY  
FOR THIRD AVENUE SWITCHGEAR UPGRADE**

**RESOLUTION**

The Department of Purchases & Supplies has solicited a bid for Third Avenue switchgear upgrade as requested by Utilities Department/Water Pollution Control Facilities; and

McNaughton-McKay, 1101 E. Fifth Ave., Flint, MI was the sole bidder from four solicitations for said requirements. Funding for said services will come from the following account: 590-550.300-977.000; and

IT IS RESOLVED, that the Department of Purchases and Supplies, upon City Council's approval, is hereby authorized to issue a purchase order to McNaughton-McKay for Third Avenue switchgear upgrade in an amount not to exceed \$1,083,236.90. (Sewer Fund)

APPROVED PURCHASING DEPT.:

  
Hughey Newsome  
for Purchasing Department

APPROVED AS TO FORM:

  
Angela Wheeler  
Chief Legal Officer

APPROVED AS TO FINANCE:

  
Hughey Newsome  
Chief Financial Officer

  
Steve Branch, City Administrator

FY 19 – KRN

## RESOLUTION STAFF REVIEW

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October 1, 2018

**Agenda Item Title:** WPC Low Voltage Switchgear at East Pump Station

**Prepared By:** John Florshinger, Utilities Maintenance/SCADA Supervisor

**THRU:** Robert Bincsik, DPW Director

**Background/Summary of Proposed Action:**

WPC relies on switchgear to distribute power to all of its electrical equipment, such as Bar Screen Motors, Raw Sewage Pump Motors, HVAC, conveyors, and exhaust fans. Current switchgear is obsolete and are in urgent need of replacement as several failures have occurred. Without adequate and reliable switchgear, plant processes and monitoring would become inoperable resulting in permit violations and fines from the MDEQ.

Due to tariff increases pricing is firm if the switchgear is ordered before November 1, 2018, if order after there is a price increase of \$69,142.88.

**Financial Implications:**

There is adequate funding for this purchase in the FY2019 budget. Use account 590-550-300-977.000 (1,083,236.90) when approving this purchase.

**Budgeted Expenditure?** Yes ☒ No ☐ Please explain if no:

**Account No.:** 590-550.300-977.000 - \$1,083,236.90

**Pre-encumbered?** Yes ☒ No ☐ Requisition: 18001009

**Other Implications (i.e., collective bargaining):** None.

**Staff Recommendation:** Approve

**Staff Person:**   
(Dept Head or other authorized staff)

180539

(Proposal #19000529)

SUBMISSION NO. \_\_\_\_\_

PRESENTED: \_\_\_\_\_

10-17-18

ADOPTED: \_\_\_\_\_

**RESOLUTION OF PRE-QUALIFIED ENGINEERING FIRMS TO PERFORM VARIOUS WATER & SEWER PROJECTS OVER THE NEXT THREE YEARS**

BY THE CITY ADMINISTRATOR

**RESOLUTION**

The Department of Purchases and Supplies has solicited a proposal for professional engineering services as requested by the Department of Public Works, and

The proposal stated the Department of Public Works & Utilities reserves the right to pre-qualify the top ranked responsive bidders as the engineering firms who will be utilized to provide engineering services for major construction projects for a three year period that will end June 30, 2021. The City also reserved the right to solicit "letters of interest" from the pre-qualified engineering firms to determine who will be selected to perform engineering services for each scheduled construction project; and

The Department of Public Works & Utilities is requesting authorization to pre-qualify the following engineering firms to provide engineering services for major construction projects until June 30, 2021, and to solicit "letters of interest" from the prequalified engineering firms to determine who will be selected to perform engineering services for each scheduled construction project as they emerge:

Company's Name	Company's Address
Fishbeck, Thompson, Carr & Huber	5913 Executive Dr., Suite 100, Lansing, MI
Fleis & Vandenbrink Engineering, Inc.	2040 E. Maple Ave., Flint, MI
Hubbell, Roth & Clark, Inc.	555 Hulet Dr., Bloomfield Hills, MI
Rowe Professional Services Co.	540 S. Saginaw St., Suite 200, Flint, MI
Wade Trim, Inc.	555 S. Saginaw St. Suite 201, Flint, MI
Johnson & Anderson	2387 S. Linden Rd., Flint, MI
Jones & Henry Engineers Limited	3103 Executive Parkway, Toledo, OH

IT IS RESOLVED, that the Department of Public Works & Utilities, upon City Council's approval, is hereby authorized to pre-qualify the following engineering firms to provide engineering services for water and sewer projects until June 30, 2021, and to solicit "letters of interest" from the pre-qualified engineering firms to determine who will be selected to perform engineering services for each scheduled construction project as they emerge:

Company's Name	Company's Address
Fishbeck, Thompson, Carr & Huber	5913 Executive Dr., Suite 100, Lansing, MI
Fleis & Vandenbrink Engineering, Inc.	2040 E. Maple Ave., Flint, MI
Hubbell, Roth & Clark, Inc.	555 Hulet Dr., Bloomfield Hills, MI
Rowe Professional Services Co.	540 S. Saginaw St., Suite 200, Flint, MI
Wade Trim, Inc.	555 S. Saginaw St. Suite 201, Flint, MI
Johnson & Anderson	2387 S. Linden Rd., Flint, MI
Jones & Henry Engineers Limited	3103 Executive Parkway, Toledo, OH

APPROVED PURCHASING DEPT.:

  
 Hughie Newsome  
 for Purchasing Department

APPROVED AS TO FINANCE:

  
 Hughie Newsome  
 Chief Financial Officer

APPROVED AS TO FORM:

  
 Angela Wheeler  
 Chief Legal Officer

  
 Steve Branch, City Administrator

FY 19 - KRN

## RESOLUTION STAFF REVIEW

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**DATE:** October 5, 2018

**Agenda Item Title:** Pre-qualification of engineers

**Prepared By:** Kathryn Neumann for Robert Bincsik

**Background/Summary of Proposed Action:**

The Department of Public Works & Utilities are requesting the authorization to pre-qualify seven engineering firms for projects involving water and sewer. For each project we will provide a scope of service and request quotes from three of the pre-qualified vendors. The final selection will be brought before City Council in the matter of a resolution.

**Financial Implications:** None. As projects emerge, they will be bid out using these pre-qualified firms.

**Budgeted Expenditure?** Yes ☒ No ☐ Please explain if no:

**Account No.:** None

**Pre-encumbered?** Yes ☐ No ☐ Requisition #

**Other Implications (i.e., collective bargaining):** None

**Staff Recommendation:** Recommend Approval

**Staff Person:**   
Robert Bincsik, Director of Public Works

180540

SUBMISSION NO.: \_\_\_\_\_

PRESENTED: 10-17-2018

ADOPTED: \_\_\_\_\_

**RESOLUTION TO AUTHORIZE BUDGET AMENDMENT**  
**FOR RUBBISH COLLECTION (226) FUND TO PROVIDE FUNDING FOR PROPOSED**  
**GARBAGE COLLECTION CONTRACT**

**BY THE CITY ADMINISTRATOR:**

The City of Flint's budget is monitored on an ongoing basis by the Finance Department and City department heads; and,

The Finance Department is recommending certain adjustments in the Rubbish Collection (226) Fund budget to allocate funding for the garbage collection contract for Republic Waste Services to be paid out of account 226-528.202-810.000; and,

In accordance with Budget Ordinance # 3856 adopted 1-25-15, budget amendments in excess of \$25,000.00 shall be submitted to the City Council for its approval,


IT IS RESOLVED, that the appropriate City officials are authorized to do all things necessary to amend the FY19 adopted budget by allocating \$272,600.00 from the 226 Fund Balance to account number 226-528.202-810.000.

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Angela Wheeler, Chief Legal Officer

  
\_\_\_\_\_  
Steve Branch, City Administrator

**APPROVED AS TO FINANCE:**

  
\_\_\_\_\_  
Hughey Newsome, Chief Financial Officer

**CITY COUNCIL:**

\_\_\_\_\_  
Herbert Winfrey, Council President

180541

RESOLUTION NO.: \_\_\_\_\_

PRESENTED: 10-17-18

ADOPTED: \_\_\_\_\_

**RESOLUTION TO AMEND BUDGET TO INCLUDE WATER AND DISTRIBUTION  
IMPROVEMENTS UNDER STATE OF MICHIGAN DHHS GRANT (#WLRP-2019)**

**BY THE MAYOR:**

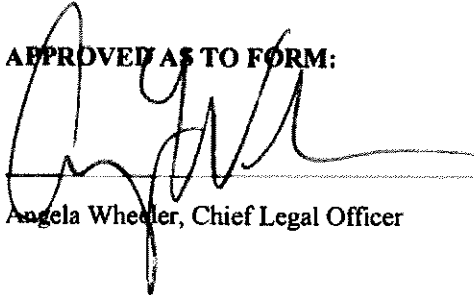
**WHEREAS**, \$5,000,000 is available from the US Department of Health and Human Services (DHHS) through the Michigan DHHS to provide for lead service line and lead fixture replacement for eligible families; and

**WHEREAS**, these grant funds will be utilized in conjunction with the lead line replacement program that is funded with funds from the State of Michigan and the Federal Government; and

**WHEREAS**, in accordance with Budget Ordinance #3856 adopted 1-25-15, budget amendments in excess of \$25,000 shall be submitted to the City Council for its approval,

**NOW THEREFORE BE IT RESOLVED**, that the appropriate City Officials are authorized to do all things necessary to amend the 2018-19 adopted budget to include revenue and expenditure appropriation for State of Michigan DHHS Grant # WLRP-2019 for water infrastructure and distribution improvements in the amount of \$5,000,000 in the Grant fund under City of Flint Grant Code #FHHS19CHIP-1, to comply with the associated grant agreement(s), and to budget any unspent grant funds in subsequent fiscal years in which they continue to remain available by the grantor.

**APPROVED AS TO FORM:**



Angela Wheeler, Chief Legal Officer

**APPROVED AS TO FINANCE:**



Hughey Newsome, Chief Financial Officer

**FOR THE CITY OF FLINT:**

\_\_\_\_\_  
Karen W. Weaver, Mayor

**CITY COUNCIL:**

Agreement #: E20192751-00

**Grant Agreement Between**  
**Michigan Department of Health and Human Services**  
**hereinafter referred to as the "Department"**  
**and**  
**City of Flint**  
**1101 S. Saginaw Street**  
**Flint MI 48502 1420**  
**Federal I.D.#: 38-6004611, DUNS#: 072780067**  
**hereinafter referred to as the "Grantee"**  
**for**  
**Water Line Replacement Program - 2019**  
**Part I**

**1. Period of Agreement:**

This agreement will commence on the date of the Grantee's signature or October 1, 2018, whichever is later, and continue through September 30, 2019. No service will be provided and no costs to the state will be incurred prior to October 1, 2018 or the effective date of the Agreement, whichever is later. Through the Agreement, the date of the Grantee's signature or October 1, 2018, whichever is later, shall be referred to as the begin date. This agreement is in full force and effect for the period specified.

**2. Program Budget and Agreement Amount:**

**A. Agreement Amount**

The total amount of this agreement is \$5,000,000.00. The Department under the terms of this agreement will provide funding not to exceed \$5,000,000.00. The source of funding provided by the Department and approved indirect rate shall be followed as described in Attachment 1 of this agreement, which is part of this agreement through reference.

The grant agreement is designated as a:

- ☒ Subrecipient relationship (federal funding); or  
☐ Recipient (non-federal funding).

The grant agreement is designated as:

- ☐ Research and development project; or  
☒ Not a research and development project.

**B. Equipment Purchases and Title**

Any Grantee equipment purchases supported in whole or in part through this agreement must be listed in the supporting Equipment Inventory Schedule. Equipment means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Title to items having a unit acquisition cost of less than \$5,000 shall vest with the Grantee upon acquisition. The Department reserves the right to retain or transfer the title to all items of equipment having a unit acquisition cost of \$5,000 or more, to the extent that the Department's proportionate interest in such equipment supports such retention or transfer of title.

**C. Deviation Allowance**

A deviation allowance modifying an established budget category by \$10,000 or 15%, whichever is greater, is permissible without prior written approval of the Department. Any modification or deviations in excess of this provision, including any adjustment to the total amount of this agreement, must be made in writing and executed by all parties to this agreement before the modifications can be implemented. This deviation allowance does not authorize new categories, subcontracts, equipment items or positions not shown in the attached Program Budget Summary and supporting detail schedules.

**3. Purpose:**

The focus of the program is to replace service lines in different areas of the City, for houses where children with CHIP funding reside. The replacement will focus in neighborhoods with the greatest density of lead and galvanized service lines. Replacement of these service lines has been determined to be the best remedy in restoring the integrity of the drinking water. The service line removal will include the removal and replacement of lead and galvanized service lines to as many homes as possible.

**4. Statement of Work:**

The Grantee agrees to undertake, perform and complete the services described in Attachment A, which is part of this agreement through reference.

**5. Financial Requirements:**

The financial requirements shall be followed as described in Part II of this agreement and Attachments B, which are part of this agreement.

**6. Performance/Progress Report Requirements:**

The progress reporting methods shall be followed as described in Part II and Attachment C, which are part of this agreement.

**7. General Provisions:**

The Grantee agrees to comply with the General Provisions outlined in Part II and Attachment E, which are part of this agreement.



**8. Administration of the Agreement:**

The person acting for the Department in administering this agreement (hereinafter referred to as the Contract Manager) is:

Crystal Kline     Accountant                      (517) 284-1184  
klinec1@michigan.gov

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Name	Title	Telephone No.	Email Address
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**9. Grantee's Financial Contact for the Agreement:**

The person acting for the Grantee on the financial reporting for this agreement is:

Yolanda Gray    Financial Officer

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Name	Title
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ygray@cityofflint.com    (810) 787-6537 x 350

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E-Mail Address	Telephone No.
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**10. Special Conditions:**

- A. This agreement is valid upon approval and execution by the Department which may be contingent upon approval by the State Administrative Board and Signature by the Grantee.
- B. This agreement is conditionally approved subject to and contingent upon the availability of funds.
- C. The Department will not assume any responsibility or liability for costs incurred by the Grantee prior to the signing of this agreement.
- D. The Grantee is required by PA 533 of 2004 to receive payments by electronic funds transfer.

**11. Special Certification:**

The individual or officer signing this agreement certifies by his or her signature that he or she is authorized to sign this agreement on behalf of the responsible governing board, official or Grantee.

**12. Signature Section:**

**FOR the GRANTEE**  
**City of Flint**

Rodney Branch Administrator 09/21/2018

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Name	Title	Date
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**For the Michigan Department of Health and Human Services**

Christine H. Sanches 09/21/2018

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Christine H. Sanches, Director	Date
Bureau of Grants and Purchasing	

## **Part II**

### **General Provisions**

#### **I. Responsibilities - Grantee**

The Grantee in accordance with the general purposes and objectives of this agreement shall:

##### **A. Publication Rights**

1. Where the Grantee exclusively develops books, films, or other such copyrightable materials through activities supported by this agreement, the Grantee may copyright those materials. The materials that the Grantee copyrights cannot include service recipient information or personal identification data. Grantee grants the Department a royalty-free, non-exclusive and irrevocable license to reproduce, publish and use such materials copyrighted by the Grantee and authorizes others to reproduce and use such materials.
2. Any materials copyrighted by the Grantee or modifications bearing acknowledgment of the Department's name must be approved by the Department before reproduction and use of such materials. The State of Michigan may modify the material copyrighted by the Grantee and may combine it with other copyrightable intellectual property to form a derivative work. The State of Michigan will own and hold all copyright and other intellectual property rights in any such derivative work, excluding any rights or interest granted in this agreement to the Grantee. If the Grantee ceases to conduct business for any reason, or ceases to support the copyrightable materials developed under this agreement, the State of Michigan has the right to convert its licenses into transferable licenses to the extent consistent with any applicable obligations the Grantee has.
3. Give recognition to the Department in any and all publications, papers and presentations arising from the program and service contract herein; the Department will do likewise. Prior written authorization must be requested from the Department's Communication office.
4. Notify the Department's Bureau of Grants and Purchasing 30 days before applying to register a copyright with the U.S. Copyright Office. The Grantee must submit an annual report for all copyrighted materials developed by the Grantee through activities supported by this agreement and must submit a final invention statement and certification within 90 days of the end of the agreement period.
5. Not make any media releases related to this agreement, without prior written authorization from the Department's Communication office.

**B. Fees**

1. Guarantee that any claims made to the Department under this Agreement shall not be financed by any sources other than the Department under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to budget the additional source of funds and reflect the source of funding on the Financial Status Report.
2. Make reasonable efforts to collect 1st and 3rd party fees, where applicable, and report those collections on the Financial Status Report. Any underrecoveries of otherwise available fees resulting from failure to bill for eligible services will be excluded from reimbursable expenditures.

**C. Grant Program Operation**

Provide the necessary administrative, professional, and technical staff for operation of the grant program. The Grantee must obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of this Agreement.

**D. Reporting**

Utilize all report forms and reporting formats required by the Department at the effective date of this agreement, and provide the Department with timely review and commentary on any new report forms and reporting formats proposed for issuance thereafter.

**E. Record Maintenance/Retention**

Maintain adequate program and fiscal records and files, including source documentation, to support program activities and all expenditures made under the terms of this agreement, as required. The Grantee must assure that all terms of the agreement will be appropriately adhered to and that records and detailed documentation for the grant project or grant program identified in this agreement will be maintained for a period of not less than three years from the date of termination, the date of submission of the final expenditure report or until litigation and audit findings have been resolved. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subcontractor that performs Agreement Activities in connection with this Agreement.

**F. Authorized Access**

1. Permit within 10 calendar days of providing notification and at reasonable times, access by authorized representatives of the Department, Federal Grantor Agency, Inspector Generals, Comptroller General of the United States and State Auditor General, or any of their duly authorized representatives, to records, papers, files, documentation and personnel related to this agreement, to the extent authorized by applicable state or federal law, rule or regulation.
2. The rights of access in this section are not limited to the required

- retention period but last as long as the records are retained.
3. Grantee must cooperate and provide reasonable assistance to authorized representatives of the Department and others when those individuals have access to Grantee's grant records.

**G. Audits**

This section only applies to Grantees designated as subrecipients by the Department (see Part I, Section 2. A.).

**1. Required Audit or Audit Exemption Notice**

Grantees must submit to the Department either a Single Audit, Financial Related Audit, or Audit Exemption Notice as described below. A Financial Related Audit is applicable to for-profit Grantees that are designated as subrecipients. If submitting a Single Audit or Financial Related Audit, Grantees must also submit a corrective action plan prepared in accordance with Title 2 Code of Federal Regulations, Section 200.511(c) for any audit findings that impacts the Department funded programs, and management letter (if issued) with a corrective action plan.

**a. Single Audit**

Grantees that are a state, local government, or non-profit organization that expend \$750,000 or more in federal awards during the Grantee's fiscal year, must submit a Single Audit to the Department, regardless of the amount of funding received from the Department. The Single Audit must comply with the requirements of Title 2 Code of Federal Regulations, Subpart F. The Single Audit reporting package must include all components described in Title 2 Code of Federal Regulations, Section 200.512 (c).

**b. Financial Related Audit**

Grantees that are for-profit organizations that expend \$750,000 or more in federal awards during the Grantee's fiscal year, must submit either a financial related audit prepared in accordance with Government Auditing Standards relating to all federal awards; or an audit that meets the requirements contained in Title 2 Code of Federal Regulations, Subpart F, if required by the federal awarding agency.

**c. Audit Exemption Notice**

Grantees exempt from the Single Audit and Financial Related Audit requirements (a. and b. above) must submit an Audit Exemption Notice that certifies these exemptions. The template Audit Exemption Notice and further instructions are available at State of Michigan - MDHHS by selecting Inside

**MDHHS – MDHHS Audit - Audit Reporting.**

**2. Financial Statement Audit**

Grantees exempt from the Single Audit and Financial Related Audit requirements (that are required to submit an Audit Exemption Notice as described above) must also submit to the Department a Financial Statement Audit prepared in accordance with generally accepted auditing standards if the audit includes disclosures that may negatively impacts the Department funded programs including, but not limited to fraud, going concern uncertainties, financial statement misstatements, and violations of contract and grant provisions. If submitting a Financial Statement Audit, Grantees must also submit a corrective action plan for any audit findings that impacts the Department funded programs.

**3. Due Date and Where to Send**

The required audit and any other required submissions (i.e. corrective action plan, and management letter with a corrective action plan), and/or Audit Exemption Notice must be submitted to the Department within nine months after the end of the Grantee's fiscal year by e-mail at MDHHS-AuditReports@michigan.gov. The required submissions must be assembled in PDF files and compatible with Adobe Acrobat (read only). The subject line must state the agency name and fiscal year end. The Department reserves the right to request a hard copy of the audit materials if for any reason the electronic submission process is not successful.

**4. Penalty**

**a. Delinquent Single Audit or Financial Related Audit**

If the Grantee does not submit the required Single Audit or Financial Related Audit, including any management letter and applicable corrective action plan(s) within nine months after the end of the Grantee's fiscal year, the Department may withhold any payment from the Department to the Grantee an amount equal to five percent of the audit year's grant funding (not to exceed \$200,000) until the required filing is received by the Department. The Department may retain the amount withheld if the Grantee is more than 120 days delinquent in meeting the filing requirements. The Department may terminate the current grant if the Grantee is more than 180 days delinquent in meeting the filing requirements.

**b. Delinquent Audit Exemption Notice**

Failure to submit the Audit Exemption Notice, when required, may result in withholding payment from Department to Grantee an amount equal to one percent of the audit year's grant

funding until the Audit Exemption Notice is received.

**5. Other Audits**

The Department or federal agencies may also conduct or arrange for "agreed upon procedures" or additional audits to meet their needs.

**H. Subrecipient/Contractor Monitoring**

When passing federal funds through to a subrecipient (if the agreement does not prohibit the passing of federal funds through to a subrecipient), the Grantee must:

1. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the information required by 2 CFR 200.331 (a).
2. Evaluate each subrecipient's risk for noncompliance as required by 2 CFR 200.331(b).
3. Ensure the subrecipient complies with all the requirements of this grant agreement.
4. Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subawards; that subaward performance goals are achieved; and that all monitoring requirements of 2 CFR 200.331(d) are met including reviewing financial and programmatic reports, following up on corrective actions, and issuing management decisions for audit findings.
5. Verify that every subrecipient is audited as required by Subpart F of 2 CFR 200.

The Grantee must develop a subrecipient monitoring plan that addresses the above requirements and provides reasonable assurance that the subrecipient administers federal awards in compliance with laws, regulations, and the provisions of contracts, and that performance goals are achieved. The subrecipient monitoring plan should include a risk-based assessment to determine the level of oversight, and monitoring activities, such as reviewing financial and performance reports, performing site visits, and maintaining regular contact with subrecipients.

The Grantee must establish requirements to ensure compliance for for-profit subrecipients as required by Title 2 (CFR), Section 200.501(h), as applicable.

The Grantee must ensure that transactions with contractors comply with laws, regulations, and provisions of contracts or grant agreements in compliance with Title 2 CFR, Section 200.501(h), as applicable.

**I. Notification of Modifications**

Provide timely notification to the Department, in writing, of any action by its governing board or any other funding source that would require or result in significant modification in the provision of services, funding or compliance with operational procedures.

**J. Software Compliance**

Ensure software compliance and compatibility with the Department's data systems for services provided under this agreement including, but not limited to: stored data, databases, and interfaces for the production of work products and reports. All required data under this agreement shall be provided in an accurate and timely manner without interruption, failure or errors due to the inaccuracy of the Grantee's business operations for processing date/time data. All information systems, electronic or hard copy, that contain state or federal data must be protected from unauthorized access.

**K. Human Subjects**

Comply with Protection of Human Subjects Act, 45 CFR, Part 46. The Grantee agrees that prior to the initiation of the research, the Grantee will submit Institutional Review Board (IRB) application material for all research involving human subjects, which is conducted in programs sponsored by the Department or in programs which receive funding from or through the State of Michigan, to the Department's IRB for review and approval, or the IRB application and approval materials for acceptance of the review of another IRB. All such research must be approved by a federally assured IRB, but the Department's IRB can only accept the review and approval of another institution's IRB under a formally-approved IRB Authorization Agreement. The manner of the review will be agreed upon between the Department's IRB Chairperson and the Grantee's authorized official.

**L. Mandatory Disclosures**

1. Disclose to the Department in writing within 14 days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving Grantee, a subcontractor, or an officer or director of Grantee or subcontract, or that arises during the term of this Agreement including:
  - a. All violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the agreement;
  - b. A criminal Proceeding;
  - c. A parole or probation Proceeding;
  - d. A Proceeding under the Sarbanes-Oxley Act;
  - e. A civil Proceeding involving:
    1. A claim that might reasonably be expected to adversely affect Grantee's viability or financial stability; or
    2. A governmental or public entity's claim or written allegation of fraud; or
  - f. A Proceeding involving any license that Grantee is required to possess in order to perform under this Agreement.



2. Notify the Department, at least 90 calendar days before the effective date, of a change in Grantee's ownership or executive management.

**M. Statement of Work Progress Reports**

Submit quarterly Statement of Work progress reports to the Department via the <http://egramms-mi.com/dch> website by the 15th of the month following the end of the quarter and a final report by November 15th.

**N. Conflict of Interest and Code of Conduct Standards**

1. The Grantee is subject to the provisions of 1968 PA 317, as amended, 1973 PA 196, as amended, and Title 2 Code of Federal Regulations, Section 200.318 (c) (1) and (2).
2. The Grantee will uphold high ethical standards and is prohibited from:
  - a. Holding or acquiring an interest that would conflict with this Agreement;
  - b. Doing anything that creates an appearance of impropriety with respect to the award or performance of this Agreement;
  - c. Attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or
  - d. Paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of this Agreement.
3. Immediately notify the Department of any violation or potential violation of these standards. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subcontractor that performs activities in connection with this agreement.

**O. Travel Costs**

1. Be reimbursed for travel cost (including mileage, meals, and lodging) budgeted and incurred related to services provided under this agreement.
2. If the Grantee has a documented policy related to travel reimbursement for employees and if the Grantee follows that documented policy, the Department will reimburse the Grantee for travel costs at the Grantee's documented reimbursement rate for employees. Otherwise, the State of Michigan travel reimbursement rate applies.
3. State of Michigan travel rates may be found at the following website: [http://www.michigan.gov/dtmb/0,5552,7-150-9141\\_13132-.00.html](http://www.michigan.gov/dtmb/0,5552,7-150-9141_13132-.00.html).

**P. Federal Funding Accountability and Transparency Act (FFATA)**

1. Complete and upload the FFATA Executive Compensation report to the EGrAMS agency profile if:
  - a. The grantee's federal revenue was 80% or more of the grantee's annual gross revenue;

- b. Grantee's gross revenue from federal awards was \$25,000,000 or more; AND
  - c. The public does not have access to the information about executive officers compensation through periodic reports filed under Section 13(a) or 15 (d) of the Securities Exchange Act of 1934 or Section 6104 of the Internal Revenue Code of 1986.
2. FFATA Executive Compensation report template can be found in Attachment F or in the EGrAMS documents.

**Q. Insurance Requirements**

1. Maintain a minimum of the insurances or governmental self-insurances listed below and is responsible for all deductibles. All required insurance or self-insurance must:
- a. Protect the State of Michigan from claims that may arise out of, are alleged to arise out of, or result from Grantee's or a subcontractor's performance;
  - b. Be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and
  - c. Be provided by a company with an A.M. Best rating of "A" or better and a financial size of VII or better.

2. Insurance Types

- a. Commercial General Liability Insurance or Governmental Self-Insurance: Except for Governmental Self—Insurance, policies must be endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 2010 07 04 and CG 2037 07 04.

If the Grantee will deal with children, schools, or the cognitively impaired, coverage must not have exclusions or limitations related to sexual abuse and molestation liability.

- b. Workers' Compensation Insurance or Governmental Self-Insurance: Coverage according to applicable laws governing work activities. Waiver of subrogation, except where waiver is prohibited by law.
  - c. Employers Liability Insurance or Governmental Self-Insurance
3. Grantees must require that subcontractors maintain the required insurances contained in this Section.
4. This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of the Grantee from any obligations under this agreement.
5. Each Party must promptly notify the other Party of any knowledge

regarding an occurrence which the notifying Party reasonably believes may result in a claim against either Party. The Parties must cooperate with each other regarding such claim.

**R. Fiscal Questionnaire**

1. Submit yearly fiscal questionnaire to the Department via the EGrAMS website by the 15th of December.
2. Fiscal Questionnaire template can be found in EGrAMS documents.

**S. Criminal Background Check**

1. Conduct or cause to be conducted an Internet Criminal History Access Tool (ICHAT) check and a national and state sex offender registry check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who, under this Agreement works directly with clients or has access to client information.
  - a. ICHAT: <http://apps.michigan.gov/ichat>
  - b. Michigan Public Sex Offender Registry: <http://www.mipsor.state.mi.us>
  - c. National Sex Offender Registry: <http://www.nsopw.gov>
2. Conduct or cause to be conducted a Central Registry (CR) check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who, under this Agreement works directly with children or vulnerable adults.
  - a. Central Registry: [http://www.michigan.gov/mdhhs/0,5885,7-339-73971\\_7119\\_50648\\_48330---,00.html](http://www.michigan.gov/mdhhs/0,5885,7-339-73971_7119_50648_48330---,00.html)
3. Require each new employee, employee, subcontractor, subcontractor employee, or volunteer who, under this Agreement, works directly with clients or who has access to client information to notify the Grantee in writing of criminal convictions (felony or misdemeanor), pending felony charges, or placement on the Central Registry as a perpetrator, at hire or within 10 days of the event after hiring.
4. Prohibit each employee, subcontractor, subcontractor employee, or volunteer that works directly with clients or has access to client information and has a positive ICHAT response or reported criminal felony conviction or perpetrator identification from assigned duties related to clients under this Agreement.
5. Ensure that each employee, subcontractor, subcontractor employee, or volunteer that works directly with children and/or vulnerable adults and has a positive CR response or reported perpetrator identification are not assigned to duties under this Agreement.

## **II. Responsibilities - Department**

The Department in accordance with the general purposes and objectives of this agreement will:

### **A. Reimbursement**

Provide reimbursement in accordance with the terms and conditions of this agreement based upon appropriate reports, records, and documentation maintained by the Grantee.

### **B. Report Forms**

Provide any report forms and reporting formats required by the Department at the effective date of this agreement, and provide to the Grantee any new report forms and reporting formats proposed for issuance thereafter at least 90 days prior to their required usage in order to afford the Grantee an opportunity to review and offer comment.

## **III. Assurances**

The following assurances are hereby given to the Department:

### **A. Compliance with Applicable Laws**

The Grantee will comply with applicable federal and state laws, guidelines, rules and regulations in carrying out the terms of this agreement. The Grantee will also comply with all applicable general administrative requirements, such as Title 2 Code of Federal Regulations (CFR) covering cost principles, grant/agreement principles, and audits, in carrying out the terms of this agreement. The Grantee will comply with all applicable requirements in the original grant awarded to the Department if the Grantee is a subgrantee. The Department may determine that the Grantee has not complied with applicable federal or state laws, guidelines, rules, and regulations in carrying out the terms of this agreement and may then terminate this agreement under Part II Section V.

### **B. Anti-Lobbying Act**

The Grantee will comply with the Anti-Lobbying Act, 31 USC 1352 as revised by the Lobbying Disclosure Act of 1995, 2 USC 1601 et seq, and Section 503 of the Departments of Labor, Health and Human Services, and Education, and Related Agencies section of the FY 1997 Omnibus Consolidated Appropriations Act (Public Law 104-208). Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

### **C. Non-Discrimination**

1. The Grantee must comply with the Department's non-discrimination statement: Michigan Department of Health and Human Services will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, height, weight, marital status, gender

identification or expression, sexual orientation, political beliefs, or disability. The Grantee further agrees that every subcontract entered into for the performance of any contract or purchase order resulting herefrom, will contain a provision requiring non-discrimination in employment, service delivery and access, as herein specified binding upon each subcontractor. This covenant is required pursuant to the Elliot-Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq., and any breach thereof may be regarded as a material breach of the contract or purchase order.

2. The Grantee will comply with all federal statutes relating to nondiscrimination. These include but are not limited to:
  - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;
  - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
  - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disabilities;
  - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;
  - e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
  - f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
  - g. §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
  - h. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
  - i. The requirements of any other nondiscrimination statute(s) which may apply to the application.
3. Additionally, assurance is given to the Department that proactive efforts will be made to identify and encourage the participation of minority-owned and women- owned businesses, and businesses owned by

persons with disabilities in contract solicitations. The Grantee shall incorporate language in all contracts awarded: (1) prohibiting discrimination against minority-owned and women-owned businesses and businesses owned by persons with disabilities in subcontracting; and (2) making discrimination a material breach of contract.

**D. Debarment and Suspension**

The Grantee will comply with Federal Regulation, 2 CFR part 180 and certifies to the best of its knowledge and belief that it, its employees and its subcontractors:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or contractor;
2. Have not within a five-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) or private transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section 2;
4. Have not within a five-year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default; and
5. Have not committed an act of so serious or compelling a nature that it affects your present responsibilities.

**E. Federal Requirement: Pro-Children Act**

1. The Grantee will comply with Public Law 103-227, also known as the Pro-Children Act of 1994, 20 USC 6091 et seq, which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol

treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, and Children (WIC) coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The Grantee also assures that this language will be included in any subawards which contain provisions for children's services.

2. The Grantee also assures, in addition to compliance with Public Law 103-227, any service or activity funded in whole or in part through this agreement will be delivered in a smoke-free facility or environment. Smoking shall not be permitted anywhere in the facility, or those parts of the facility under the control of the Grantee. If activities or services are delivered in facilities or areas that are not under the control of the Grantee (e.g., a mall, restaurant or private work site), the activities or services shall be smoke-free.

**F. Hatch Political Activity Act and Intergovernmental Personnel Act**

The Grantee will comply with the Hatch Political Activity Act, 5 USC 1501-1509 and 7324-7328, and the Intergovernmental Personnel Act of 1970, as amended by Title VI of the Civil Service Reform Act, Public Law 95-454, 42 USC 4728 - 4763. Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.

**G. National Defense Authorization Act Employee Whistleblower Protections**

The Grantee will comply with the National Defense Authorization Act "Pilot Program for Enhancement of Grantee Employee Whistleblower Protections".

- a) This agreement and employees working on this agreement will be subject to the whistleblower rights and remedies in the pilot program on Grantee employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2012 and FAR 3.908.
- b) The Grantee shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- c) The Grantee shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

**H. Clean Air Act and Federal Water Pollution Control Act**

The Grantee will comply with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.

- a. This agreement and anyone working on this agreement will be subject

to the Clean Air Act and Federal Water Pollution Control Act and must comply with all applicable standards, orders or regulations issued pursuant to these Acts. Violations must be reported to the Department.

**I. Trafficking Victims Protection Act**

The Grantee will comply with the Trafficking Victims Act of 2000, as amended.

- a) This agreement and anyone working on this agreement will be subject to the Trafficking Victims Protection Act and must comply with all applicable standards, orders or regulations issued pursuant to this Act. Violations must be reported to the Department.

**J. Procurement of Recovered Materials**

The Grantee will comply with section 6002 of the Solid Waste Disposal, as amended.

- a) This agreement and anyone working on this agreement will be subject to section 6002 of the Solid Waste Disposal Act and must comply with all applicable standards, orders or regulations issued pursuant to these Acts. Violations must be reported to the Department.

**K. Subcontracts**

For any subcontracted service, activity or product, the Grantee will ensure:

1. That a written subcontract is executed by all affected parties prior to the initiation of any new subcontract activity. Exceptions to this policy may be granted by the Department if the Grantee asks the Department in writing within 30 days of execution of the agreement.
2. That any executed subcontract to this agreement shall require the subcontractor to comply with all applicable terms and conditions of this agreement. In the event of a conflict between this agreement and the provisions of the subcontract, the provisions of this agreement shall prevail.

A conflict between this agreement and a subcontract, however, shall not be deemed to exist where the subcontract:

- a. Contains additional non-conflicting provisions not set forth in this agreement;
  - b. Restates provisions of this agreement to afford the Grantee the same or substantially the same rights and privileges as the Department; or
  - c. Requires the subcontractor to perform duties and/or services in less time than that afforded the Grantee in this agreement.
3. That the subcontract does not affect the Grantee's accountability to the Department for the subcontracted activity.
  4. That any billing or request for reimbursement for subcontract costs is supported by a valid subcontract and adequate source documentation



on costs and services.

5. That the Grantee will submit a copy of the executed subcontract if requested by the Department.

**L. Procurement**

Grantee will ensure that all purchase transactions, whether negotiated or advertised, shall be conducted openly and competitively in accordance with the principles and requirements of Title 2 Code of Federal Regulations, Part 200. Funding from this agreement shall not be used for the purchase of foreign goods or services. Records shall be sufficient to document the significant history of all purchases and shall be maintained for a minimum of three years after the end of the agreement period.

**M. Health Insurance Portability and Accountability Act**

To the extent that the Health Insurance Portability and Accountability Act (HIPAA) is applicable to the Grantee under this agreement, the Grantee assures that it is in compliance with requirements of HIPAA including the following:

1. The Grantee must not share any protected health information provided by the Department that is covered by HIPAA except as permitted or required by applicable law; or to a subcontractor as appropriate under this agreement.
2. The Grantee will ensure that any subcontractor will have the same obligations as the Grantee not to share any protected health data and information from the Department that falls under HIPAA requirements in the terms and conditions of the subcontract.
3. The Grantee must only use the protected health data and information for the purposes of this agreement.
4. The Grantee must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Grantee's employees.
5. The Grantee must have a policy and procedure to immediately report to the Department any suspected or confirmed unauthorized use or disclosure of protected health information that falls under the HIPAA requirements of which the Grantee becomes aware. The Grantee will work with the Department to mitigate the breach, and will provide assurances to the Department of corrective actions to prevent further unauthorized uses or disclosures. The Department may demand specific corrective actions and assurances and the Grantee must provide the same to the Department.

6. Failure to comply with any of these contractual requirements may result in the termination of this agreement in accordance with Part II, Section V. Agreement Termination.
7. In accordance with HIPAA requirements, the Grantee is liable for any claim, loss or damage relating to unauthorized use or disclosure of protected health data and information, including without limitation the Department's costs in responding to a breach, received by the Grantee from the Department or any other source.
8. The Grantee will enter into a business associate agreement should the Department determine such an agreement is required under HIPAA.

**N. Website Incorporation**

The Department is not bound by any content on Grantee's website unless expressly incorporated directly into this Agreement. The Department is not bound by any end user license agreement or terms of use unless specifically incorporated in this agreement or any other agreement signed by the Department. The Grantee may not refer to the Department on the Grantee's website without the prior written approval of the Department.

**O. Survival**

The provisions of this Agreement that impose continuing obligations will survive the expiration or termination of this Agreement.

**P. Non-Disclosure of Confidential Information**

1. The Grantee agrees that it will use Confidential Information solely for the purpose of this agreement. The Grantee agrees to hold all Confidential information in strict confidence and not to copy, reproduce, sell, transfer or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontracts of a party who have a need to know in connection with this Agreement or to use such Confidential Information for any purpose whatsoever other than the performance of this Agreement. The Grantee must take all reasonable precautions to safeguard the Confidential Information. These precautions must be at least as great as the precautions the Grantee takes to protect its own confidential or proprietary information.
2. Meaning of Confidential Information  
For the purpose of this Agreement the term "Confidential Information" means all information and documentation that:
  - a. Has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party;
  - b. If disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of

- similar meaning;
  - c. Should reasonably be recognized as confidential information of the disclosing party;
  - d. Is unpublished or not available to the general public; or
  - e. Is designated by law as confidential.
3. The term "Confidential Information" does not include any information or documentation that was:
- a. Subject to disclosure under the Michigan Freedom of Information Act (FOIA);
  - b. Already in the possession of the receiving party without an obligation of confidentiality;
  - c. Developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights;
  - d. Obtained from a source other than the disclosing party without an obligation of confidentiality; or
  - e. Publicly available when received or thereafter became publicly available (other than through an unauthorized disclosure by, through or on behalf of, the receiving part).
4. The Grantee must notify the Department within 1 business day after discovering any unauthorized use or disclosure of Confidential Information. The Grantee will cooperate with the Department in every way possible to regain possession of the Confidential Information and prevent further unauthorized use or disclosure.

#### **IV. Financial Requirements**

##### **A. Operating Advance**

An operating advance may be requested by the Grantee to assist with program operations. The request should be addressed to the Contract Manager identified in Part I, Item 8. The operating advance will be administered as follows:

1. The advance amount requested must be reasonable in relationship to the program requirements, billing cycle, etc.; and in no case may the advance exceed the amount required for 60 days operating expense. Operating advances will be monitored and adjusted by the Department according to total Department agreement amount.
2. The advance must be recorded as an account payable to the Department in the Grantee's financial records. The operating advance payable must remain in the Grantee's financial records until fully recovered by the Department.
3. The monthly Financial Status Report (FSR) reimbursement for actual expenditures by the Department should be used by the Grantee to

- replenish the operating advance used for program operations.
4. The advance must be returned to the Department within 30 days of the end date of this agreement unless the Grantee has a recurring agreement with the Department, and may not be held pending agreement audit. Subsequent Department agreements may be withheld pending recovery of the outstanding advance from a prior agreement. If the Grantee has a recurring agreement with the Department, the Department requires an annual confirmation of the outstanding operating advance.

The Department may obtain the Michigan Department of Treasury's assistance in collecting outstanding operating advances. The Department will comply with the Michigan Department of Treasury's Due Process procedures prior to forwarding claims to Treasury. Specific Due Process procedures include the following:

- a. Department offer of a hearing to dispute the debt, identifying the time, place and date of such hearing.
  - b. A hearing by an impartial official.
  - c. An opportunity for the Grantee to examine department's associated records.
  - d. An opportunity for the Grantee to present evidence in person or in writing.
  - e. A hearing official with full authority to correct errors and make a decision not to forward debt to Treasury.
  - f. Grantee representation by an attorney and presentation of witnesses if necessary.
5. At the end of either the agreement period or Department's fiscal year, whichever is first, the Grantee must respond to the Department's request for confirmation of the operating advance. Failure to respond to the confirmation request may result in the Department recovering all or part of an outstanding operating advance.

**B. Reimbursement Method**

The Grantee will be reimbursed in accordance with the staffing grant reimbursement method as follows:

Reimbursement from the Department is based on the understanding that Department funds will be paid up to the total Department allocation as agreed to in the approved budget. Department funds are first source after the application of fees and earmarked sources unless a specific local match condition exists.

**C. Financial Status Report Submission**

Financial Status Reports (FSRs) shall be prepared and submitted

electronically to the Department via the website <http://egrams-mi.com/dch>.

FSRs must be submitted on a monthly basis, no later than 30 days after the close of each calendar month. The monthly FSRs must reflect total actual program expenditures, regardless of the source of funds.

Failure to meet financial reporting responsibilities as identified in this agreement may result in withholding future payments.

By submitting the FSR the individual is certifying to the best of their knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of this agreement. The individual submitting the FSR should be aware that any false, fictitious, or fraudulent information, or the omission of any material facts, may subject them to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

The instructions for completing the FSR form are available on the website <http://egrams-mi.com/dch>. Send FSR questions to [FSRMDHHS@michigan.gov](mailto:FSRMDHHS@michigan.gov).

**D. Reimbursement Mechanism**

All Grantees must sign up through the on-line vendor registration process to receive all State of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits, as mandated by MCL 18.1283a. Vendor registration information is available through the Department of Technology Management and Budget's web site: <https://www.michigan.gov/sigmavss>.

**E. Final Obligations and Financial Status Reporting Requirements**

**1. Obligation Report**

The Obligation Report, based on annual guidelines, must be submitted by the due date using the format provided by the Department's Accounting Division. The Grantee must provide an estimate of total expenditures for the entire agreement period. The information on the report will be used to record the Department's year-end accounts payables and receivables for this agreement.

**2. Department-wide Payment Suspension**

A temporary payment suspension is in effect on agreements during the department's year-end closing period beginning September 20 until mid-November. FSRs through the August period should be submitted by September 15 to ensure payment prior to the payment suspension period.

**3. Final FSRs**

Final FSRs are due 60 days following the end of the fiscal year or agreement period. The final FSR must be clearly marked "Final." Final FSRs not received by the due date may result in the loss of funding

requested on the Obligation Report and may result in the potential reduction in the subsequent year's agreement amount.

**F. Unobligated Funds**

Any unobligated balance of funds held by the Grantee at the end of the agreement period will be returned to the Department within 30 days of the end of the agreement or treated in accordance with instructions provided by the Department.

**G. Indirect Costs**

The Grantee is allowed to use an approved federal indirect rate in their budget calculations and financial status reporting. If the Grantee does not have an existing approved federal indirect rate, they may use a 10% de minimis rate in accordance with Title 2 Code of Federal Regulations (CFR) Part 200 to recover their indirect costs. Approved indirect rates will appear on Attachment 1.

**V. Agreement Termination**

The Department may terminate this agreement without further liability or penalty to the Department for any of the following reasons:

- A. This agreement may be terminated by either party by giving 30 days written notice to the other party stating the reasons for termination and the effective date.
- B. This agreement may be terminated by either party with 30 days prior written notice upon the failure of either party to carry out the terms and conditions of this agreement, provided the alleged defaulting party is given notice of the alleged breach and fails to cure the default within the 30 day period.
- C. This agreement may be terminated immediately if the Grantee or an official of the Grantee or an owner is convicted of any activity referenced in Section III.D. of this agreement during the term of this agreement or any extension thereof.

**VI. Stop Work Order**

The Department may suspend any or all activities under this Agreement at any time. The Department will provide the Grantee with a written stop order detailing the suspension. Grantee must comply with the stop work order upon receipt. The Department will not pay for Activities, Grantee's lost profits, or any additional compensation during a stop work period.

**VII. Final Reporting Upon Termination**

Should this agreement be terminated by either party, within 30 days after the termination, the Grantee shall provide the Department with all financial, performance and other reports required as a condition of this agreement. The Department will make payments to the Grantee for allowable reimbursable costs not covered by previous payments or other state or federal programs. The Grantee shall immediately refund to the Department any funds not authorized for use and any payments or funds advanced to the Grantee in excess of allowable reimbursable expenditures.

**VIII. Severability**

If any part of this Agreement is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Agreement and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Agreement will continue in full force and effect.

**IX. Waiver**

Failure to enforce any provision of this Agreement will not constitute a waiver to enforce any other provision of this agreement.

**X. Amendments**

Any changes to this agreement will be valid only if made in writing and accepted by all parties to this agreement. Any change proposed by the Grantee which would affect the Department funding of any project, in whole or in part in Part I, Section 2.C. of the agreement, must be submitted in writing to the Department for approval immediately upon determining the need for such change. The Grantee shall, upon request of the Department and receipt of a proposed amendment, amend this Agreement.

**XI. Liability**

All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Grantee in the performance of this agreement shall be the responsibility of the Grantee, and not the responsibility of the Department, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Grantee, any subcontractor, anyone directly or indirectly employed by the Grantee, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Grantee or its employees by statute or court decisions. The Department is not liable for consequential, incidental, indirect or special damages, regardless of the nature of the action.

**XII. State of Michigan Agreement**

This is a State of Michigan Agreement and must be exclusively governed by the laws and construed by the laws of Michigan, excluding Michigan's choice-of-law principle. All claims related to or arising out of this agreement, or its breach, whether sounding in contract, tort, or otherwise, must likewise be governed exclusively by the laws of Michigan, excluding Michigan's choice-of-law principles. Any dispute as a result of this agreement shall be resolved in the State of Michigan.

## Attachment 1

## MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES SCHEDULE OF FINANCIAL ASSISTANCE

## City of Flint

Source of Funds	Catalog of Federal Domestic Assistance (CFDA)		Federal Award		Award Date	Grant Phase	Amount
	Federal Agency Name	Number	Title	Award Number			
Federal (03000)	Department of Health and Human Services	93.778	Medical Assistance Program	05 U05M15ADM (18)	10/01/2017	FFY19	5,000,000.00
			Total Allocation				5,000,000.00

The federal funding provided by the Department is \$5,000,000.00.

## Attachment 1b - APPROVED INDIRECT RATE

## APPROVED INDIRECT RATE (S)

Rate Description	Indirect Rate %	Rate Base \$	Total Approved Indirect Costs
De Minimis Rate - up to 10%	10.00	173,600.00	17,360.00
Total Approved Indirect Costs			17,360.00



**A      Attachment A - Statement of Work**

**Objective :**                      The City will support the replacement of service lines for eligible homes in the fourth phase of service line removal.

**Activity :**                        The City will subcontract with General Contractor(s), or the like, that have at least five (5) years' worth of experience in underground related construction in order to perform the replacement of service lines to various residential homes/buildings located within the City of Flint. The selected vendor will have a designated individual who will perform as a "project manager," or like, in which the City will provide direction and receive timely updates as to vendor's progress on this project. This project work shall consist of replacing service lines by excavating streets and/or yard areas, removing existing lines, installing copper water service lines, extending service lines into the interior of houses, patching pipe penetration, and restoration. .

**Responsible Staff :**            City of Flint Water Services

**Date Range :**                    10/01/2018 - 09/30/2019

**Expected Outcome :**

**Measurement :**

**B1 Attachment B1 - Program Budget Summary**

<b>PROGRAM</b> Water Line Replacement Program - 2019			<b>DATE PREPARED</b> 9/21/2018	
<b>CONTRACTOR NAME</b> City of Flint			<b>BUDGET PERIOD</b> From : 10/1/2018 To : 9/30/2019	
<b>MAILING ADDRESS (Number and Street)</b> 1101 S. Saginaw Street			<b>BUDGET AGREEMENT</b> <input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment	<b>AMENDMENT #</b> 0
<b>CITY</b> Flint	<b>STATE</b> MI	<b>ZIP CODE</b> 48502-1420	<b>FEDERAL ID NUMBER</b> 38-6004611	

	Category	Amount	Total
<b>DIRECT EXPENSES</b>			
<b>Program Expenses</b>			
1	Salary & Wages	104,160.00	104,160.00
2	Fringe Benefits	69,440.00	69,440.00
3	Travel	0.00	0.00
4	Supplies & Materials	0.00	0.00
5	Contractual	0.00	0.00
6	Equipment	0.00	0.00
7	Other Expense	4,809,040.00	4,809,040.00
<b>Total Program Expenses</b>		4,982,640.00	4,982,640.00
<b>TOTAL DIRECT EXPENSES</b>		4,982,640.00	4,982,640.00
<b>INDIRECT EXPENSES</b>			
<b>Indirect Costs</b>			
1	Indirect Costs	17,360.00	17,360.00
<b>Total Indirect Costs</b>		17,360.00	17,360.00
<b>TOTAL INDIRECT EXPENSES</b>		17,360.00	17,360.00
<b>TOTAL EXPENDITURES</b>		5,000,000.00	5,000,000.00

**SOURCE OF FUNDS**

	Category	Amount	Cash	Inkind	Total
1	<b>Source of Funds</b>				
	Fees and Collections	0.00	0.00	0.00	0.00
	State Agreement	5,000,000.00	0.00	0.00	5,000,000.00
	Local	0.00	0.00	0.00	0.00
	Federal	0.00	0.00	0.00	0.00
	Other	0.00	0.00	0.00	0.00
	<b>Total Source of Funds</b>	5,000,000.00	0.00	0.00	5,000,000.00
	<b>Totals</b>	5,000,000.00	0.00	0.00	5,000,000.00

**B2 Attachment B2 - Program Budget - Cost Detail Schedule**

	Line Item	Qty	Rate	Units	UOM	Total
DIRECT EXPENSES						
Program Expenses						
1	Salary & Wages					
	Lead Worker	104160.000 0	1.000	0.000	VAR	104,160.00
2	Fringe Benefits					
	Unempl, FICA, Health, Pension	0.0000	100.000	69440.000		69,440.00
3	Travel					
4	Supplies & Materials					
5	Contractual					
6	Equipment					
7	Other Expense					
	Lead Line Replacement Program -Contracts	0.0000	0.000	0.000		3,000,000.00
	Restoration-Contracts	0.0000	0.000	0.000		1,809,040.00
Total for Other Expense						4,809,040.00
Total Program Expenses						4,982,640.00
TOTAL DIRECT EXPENSES						4,982,640.00
INDIRECT EXPENSES						
Indirect Costs						
1	Indirect Costs					
	De Minimis Rate – up to 10%	0.0000	10.000	173600.000		17,360.00
Total Indirect Costs						17,360.00
TOTAL INDIRECT EXPENSES						17,360.00
TOTAL EXPENDITURES						5,000,000.00

- B3    Attachment B3 - Equipment Inventory Schedule**  
Attachment B3 - Equipment Inventory Schedule
- C      Attachment C - Performance Report Requirements**  
Attachment C - Performance/Progress Report Requirements
- E      Attachment E - Program Requirements**  
Attachment E - Program Specific Requirements

SUBMISSION NO..

180542

PRESENTED: 10-17-18

ADOPTED:

**Resolution Authorizing Appropriate City of Flint Officials to Do All Things Necessary to Process A Budget Amendment to Transfer \$333,744.00 From Expense Accounts 591-545.200-702.000, 591-545.200-709.000, 591-545.200-719.100, and 591-536.100-801.000 to Expense Account 591-545.200-801.000**

**BY THE MAYOR:**

The City of Flint Department of Public Works and Utilities (DPW)/Water Plant desires to make adjustments to budgeted line items 591-545.200-702.000, 591-545.200-709.000, 591-545.200-719.100, and 591-536.100-801.000 for the purpose of funding to the Professional Services Agreement with F&V Operations Resource Management, Inc., as requested by the Department of Public Works and Utilities/Water Plant; and

The DPW/Water Plant's Professional Service Agreement with F&V Operations Inc., will provide an operator in charge, staff for laboratory services, including operating the Water Plant laboratory, collection of data required to prepare State reports and the collection of water samples ; and

The F&V Operations staff will be paid \$27, 812.00 monthly or \$333,744.00 a year, for a five (5) year term, with funds coming from 591-545.200-801.000; and

The funds shall be allocated from 591-545.200-702.000 (\$235,989.00), 591-545.200-709.000 (\$35,444.00), 591-545.200-719.100 (\$24,755.00) and 591-536.100-801.000 (\$37,556.00) to 591-545.200-801.000 in the amount of \$333,744.00; and

**IT IS RESOLVED** that appropriate City of Flint officials are authorized to do all things necessary to process a budget amendment to allocate \$333,744.00 from 591-545.200-702.000 (\$235,989.00), 591-545.200-709.000(\$35,444.00), 591-545.200-719.100(\$24,755.00), and 591-536.100-801.000(\$37,556.00) to 591-545.200-801.000.

APPROVED AS TO FORM:

  
Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE:

  
Hughey Newsome, Chief Financial Officer

FOR THE CITY OF FLINT:

  
Steve Branch, City Administrator

APPROVED BY COUNCIL:

  
Herbert Winfrey, City Council President

## RESOLUTION STAFF REVIEW

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**DATE:** October 9, 2018

**Agenda Item Title:** Resolution Authorizing Appropriate City of Flint Officials to Do All Things Necessary to Process A Budget Amendment to Transfer \$333,744.00 From Expense Accounts 591-545.200-702.000, 591-545.200-709.000, 591-545.200-719.100, and 591-536.100-801.000 to Expense Account 591-545.200-801.000

**Background/Summary of Proposed Action**

The DPW/Water Plant's entered into a Professional Service Agreement with F&V Operations Inc., which will provide an operator in charge, staff for laboratory services, including operating the Water Plant laboratory, collection of data required to prepare State reports and the collection of water samples. The total cost for this service is \$27,812.00 monthly of \$333,744.00 a year, for a five (5) year term with funding coming from 591-545.200-801.000. A budget amendment is necessary to cover this funding which requires a budget amendment from: The funds shall be allocated from 591-545.200-702.000 (\$235,989.00), 591-545.200-709.000 (\$35,444.00), 591-545.200-719.100 (\$24,755.00) and 591-536.100-801.000 (\$37,556.00) to 591-545.200-801.000 in the amount of \$333,744.00

**Financial Implications:**

**Account :** None

**Pre-encumbered?:** Yes\_\_\_\_ No x Requisition:

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

**Staff Recommendation:** Recommend Approval

**Staff Person:** Robert Binsail  
(Dept Head or other authorized staff)

# Resolution Routing

**TO:** Resolution Signatories  
**FROM:** UTILITIES-Water Plant  
**SUBJECT:** RESOLUTIONs FOR APPROVAL

This RESOLUTION have been forwarded to you for your respective review and approval.

**Date recorded:** October 10, 2018 **No.** 18-6451

**\*\* All documents should be reviewed within three (3) working days after receipt by your office.**

**Contractor:**

**F&V Operations**

**Resolution Content:**

**Budget Amendment for F&V Operations**

**Professional Service Agreement with**

**DPW&Utilities/Water Plant \$333,744.00**

The attached resolution is submitted to the Legal Dept. for approval as to form only:

The **Legal Department** reviewed this **RESOLUTION**, as to form and by signing this form approves as to **FORM ONLY**.

**Review and Approval:**

	<u>IN</u>	<u>OUT</u>	<u>APPROVAL</u>
1. City Attorney (Form Only)	<u>10/10/18</u>	<u>10/10/18</u>	<u>C.W.</u>
2. Finance	<u>10/10/18</u>	<u>10/10/18</u>	<u>D.S.</u>
3 Mayor	<u>                    </u>	<u>                    </u>	<u>                    </u>

**Please call Yolanda Gray @ ext.3503 for pick up Thank You.**

180544

(Proposal 16000541)

SUBMISSION NO.: \_\_\_\_\_

PRESENTED: 10-17-18

ADOPTED: \_\_\_\_\_

BY THE MAYOR:

**RESOLUTION TO TRI-COUNTY REFUSE SERVICES, INC. FOR ADDITIONAL WASTE  
COLLECTION SERVICES**

**RESOLUTION**


On October 10, 2017, the Proper City Officials were authorized to enter into change order #1 (resolution 170510) to the contract with Tri-County Refuse Services, Inc., dba Republic Services, G-3328 Torrey Rd., Flint, Michigan to extend waste collection services to November 12, 2018 in the amount not to exceed \$3,846,032.00 and an aggregate total of \$7,582,064.00; and

The Purchasing Department has received a request to extend said contract until June 30, 2021, along with dumpster requests for neighborhood cleanups. Funding for said services will come from account 226-528.201-801;

IT IS RESOLVED, that the Proper City Officials are hereby authorized to enter into a change order #2 to the contract with Tri-County Refuse Services, Inc., dba Republic Services to extend said contract to June 30, 2021 in an amount not to exceed \$12,007,254.99 for an aggregate total of \$19,589,319.00. (Rubbish Collection Fund) \$2,887,820.82 FY19, \$4,559,717.09 pending adoption of the FY20 budget, and \$4,559,717.09 pending adoption of the FY21 budget in the account listed,

IT IS ALSO RESOLVED that the Proper City Officials are hereby authorized to amend the Special Assessment fee for Rubbish Collection in the Master Fee Schedule for the FY2020 and FY2021 fiscal year budgets as part of the budget adoption process.

APPROVED PURCHASING DEPT.:

  
\_\_\_\_\_  
Hughie Newsome  
for Purchasing Department

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Angela Wheeler  
Chief Legal Officer

APPROVED AS TO FINANCE:

  
\_\_\_\_\_  
Hughie Newsome  
Chief Financial Officer

  
\_\_\_\_\_  
Dr. Karen W. Weaver, Mayor