

City of Flint, Michigan

*Third Floor, City Hall
1101 S. Saginaw Street
Flint, Michigan 48502
www.cityofflint.com*



Meeting Agenda – FINAL

Wednesday, April 3, 2024

5:00 PM

CITY COUNCIL CHAMBERS

FINANCE COMMITTEE

Judy Priestley, Chairperson, Ward 4

*Leon El-Alamin, Ward 1
Quincy Murphy, Ward 3
Tonya Burns, Ward 6
Dennis Pfeiffer, Ward 8*

*Ladel Lewis, Ward 2
Jerri Winfrey-Carter, Ward 5
Candice Mushatt, Ward 7
Eva L. Worthing, Ward 9*

Alicia Brown, Deputy Clerk

Davina Donahue, City Clerk

ROLL CALL**REQUEST FOR CHANGES AND/OR ADDITIONS TO THE AGENDA****CLOSED (EXECUTIVE) SESSION**

The Department of Law requests a Closed Session for the purpose of discussing the Local 1600 Wage Reopener.

PUBLIC SPEAKING

Members of the public shall have no more than three (3) minutes to address the City Council on any subject. Only one speaking opportunity per speaker.

COUNCIL RESPONSE

Councilpersons may respond to any public speaker, but only one response and only when all public speakers have been heard. Individual council response is limited to two (2) minutes.

CONSENT AGENDA

Per the amended Rules Governing Meetings of the Flint City Council (as adopted by the City Council on Monday, February 27, 2023), the Presiding Officer or Chair may request the adoption of a "Consent Agenda". After a motion to adopt a Consent Agenda is made and seconded, the Presiding Officer or Chair shall ask for separations. Any agenda item on a Consent Agenda shall be separated at the request of any Councilmember. After any separations, there is no debate on approving the Consent Agenda - it shall be voted on or adopted without objection.

RESOLUTIONS**240000 Assistance/City of Flint Residents/Foreclosures and Possible Evictions**

Resolution resolving that the appropriate City Officials are authorized to execute an agreement with Legal Servies of Eastern Michigan to provide assistance including - but not limited to - rental payments, down payments towards the reestablishment of homeownership, etc. to households facing foreclosure, eviction or relocation due to the Genesee County bulk property purchase, in an amount up to \$2,000.00 per household, for a total of \$150,000.00.

240075 Reallocation of ARPA Funds/Mott Children's Health Center

Resolution resolving that the appropriate City officials are authorized to do all things necessary, including executing any necessary agreements, to appropriate funding from the funding source account #101-287.000-963.000 to the Mott Children's Health Center in the amount of \$490,000. Based on review and validation of the appropriate fund use by the City's compliance firm, implementation of these funds will be consistent and compliant with US Department of Treasury

requirements and previously approved authorizations.

- 240078** CO#1/Contract/Rowe Professional Services Company/Phase VII/Service Line Replacement/Exploration and Restoration Project
- Resolution resolving that the appropriate City Officials do all things necessary to authorize change order #1 to Rowe Professional Services Company for the Phase VII service line replacement/exploration and restoration contract in an amount not to exceed \$1,650,00.00 for a total contract amount of \$4,550,000.00 with funding available from 496-540.760-802.051 FEP AISWIIN-1.
- 240088** Reallocation of ARPA Funds/Police Department/Police Training
- Resolution resolving that the appropriate City officials are authorized to do all things necessary, including executing any agreements necessary to appropriate funding from the funding source account #187-287.000-963.000 to the City of Flint Police Department in the amount of \$100,000. Based on review and validation of the appropriate fund use by the City's compliance firm, implementation of these funds will be consistent and compliant with the US Department of Treasury requirements and previously approved authorizations. [NOTE: City Administration recommends reallocating \$100,000.00 of ARPA funds, previously obligated for revenue replacement, to provide funding for Police Training, with PS-02 of the ARPA Allocation plan from resolution 220464.1.]
- 240089** Reallocation of ARPA Funds/BIPOC Emerging Developer Program
- Resolution resolving that the appropriate City officials are authorized to do all things and execute any agreements necessary to appropriate funding in the current and future fiscal years, as described above, for as long as the funds are available. Prior to any disbursement of funds, the City of Flint's ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of Treasury rules. [NOTE: City Administration recommends reallocating \$375,000 of ARPA funds, previously obligated for revenue replacement, to provide funding to contract with LISC for a BIPOC Emerging Developer training / predevelopment grant program. Reallocated funds will be moved from Acct #101-287.000-963.000.
- 240096** Contract/Genesee County Youth Corporation/Street Outreach Activity/2023-2024 Emergency Solutions Grant (ESG) Funds
- Resolution resolving that the appropriate City officials are authorized to process any necessary budget adjustments and to enter into a Contract with Genesee County Youth Corporation for a Street Outreach Activity using 2023-2024 Emergency Solutions Grant (ESG) Funds in the amount of \$40,991.52.
- 240097** Contract/Wonsey Tree Service/Tree Removals Impacting Sidewalks
- Resolution resolving that the appropriate City Officials are authorized to do all

things necessary, including executing any necessary agreements, to appropriate funding from the funding source account 101-287.000-963.000 to Wonsey Tree Service for removals of trees that are impacting sidewalks in the City of Flint in an amount not to exceed \$862,500.00. Based on review and validation of the appropriate fund use by the City's compliance firm, implementation of these funds will be consistent and compliant with US Department of Treasury requirements and previously approved authorizations.

240098**Contract/J & M Tree Service/Tree Removals Impacting Sidewalks**

Resolution resolving that the appropriate City Officials are authorized to do all things necessary, including executing any necessary agreements, to appropriate funding from the funding source account 101-287.000-963.000 to J & M Tree Service for removals of trees that are impacting sidewalks, in an amount not to exceed \$862,500.00. Based on review and validation of the appropriate fund use by the City's compliance firm, implementation of these funds will be consistent and compliant with US Department of Treasury requirements and previously approved authorizations.

240099**Contract/KMI Road Maintenance/Sidewalk Replacements**

Resolution resolving that the appropriate City Officials are authorized to do all things necessary, including executing any necessary agreements, to appropriate funding from the funding source account 101-287.000-963.000 to KMI Road Maintenance for the replacement of City tree impacted sidewalks in the City of Flint in an amount not to exceed \$1,500,000.00. Based on review and validation of the appropriate fund use by the City's compliance firm, implementation of these funds will be consistent and compliant with US Department of Treasury requirements and previously approved authorizations.

240100**Reallocation of ARPA Funds/Property Disposition Staffing/New Economic Development Program Manager III Position**

Resolution resolving that the appropriate City officials are authorized to do all things and execute any agreements necessary to appropriate funding in the current and future fiscal years for as long as the funds are available. Prior to any disbursement of funds, the City of Flint's ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of Treasury rules. [NOTE: City Administration recommends reallocating \$225,000 of ARPA funds (from the Economic Development category), previously obligated for revenue replacement, to provide funding for hiring an Economic Development Program Manager III to oversee Property Disposition as well as other economic development administration. Reallocated funds will be moved from Acct #101-287.000-963.000.]

240101**Reallocation ARPA Funds/Contract/Qwally/Customer Resource Management (CRM)/Business Services Division**

Resolution resolving that the appropriate City officials are authorized to do all things and execute any agreements necessary to appropriate funding in the current and future fiscal years for as long as the funds are available. Prior to

any disbursement of funds, the City of Flint's ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of Treasury rules. [NOTE: City Administration recommends reallocating \$500,000 of ARPA funds (from the Economic Development category), previously obligated for revenue replacement, to provide funding for a contract with Qwally for a customized customer resource management (CRM) subscription that will launch as part of new business concierge initiative to track entrepreneur path through city zoning, property acquisition, economic development incentives, permits/inspections, and licensing. Reallocated funds will be moved from Acct # 101-287.000-963.000.]

240114 Acceptance of Program Funds/State of Michigan/MCOLES Public Safety Academy Assistance Program

Resolution resolving that the appropriate City officials, upon the City Council approval, are authorized to do all things necessary to accept the program funds set forth in the program agreement of the State of Michigan in the amount of \$117,871.80, amend the FY24 budget, appropriate award funding to appropriate revenue and expenditure in future years as long as the funds are available from the funder, and abide by the terms and conditions of the award from the State of Michigan.

240115 Consent to Entry of Stipulation and Notice/Concerned Pastors for Social Action Et Al v City of Flint Et Al

Resolution resolving that the City Council approves authorizing the Department of Law to consent to entry of the Stipulation and Notice in the case of Concerned Pastors for Social Action, et al. v City of Flint, et al., United States District Court, Eastern District of Michigan, Case No. 16-10277. [NOTE: An Executive (Closed) Session was held on this matter on March 20, 2024.]

240116 Tentative Agreement/City of Flint and AFSCME Council 25 - Local 1600

Resolution resolving that the Flint City Council RATIFIES the Tentative Agreement between the City of Flint and AFSCME Local 1600, and authorizes the Director, Human Resources & Labor Relation, to execute a Memorandum of Understanding so providing.

240117 Angel Armor/Flint Police Department/Armor Vests

Resolution resolving that the Purchasing Division is authorized to issue a Purchase Order for FY24 and future fiscal years as long as the funds are available for the funder to Angel Armor, in an amount not to exceed \$138,534.00, AND, resolving that the Purchasing Division has the discretion to spend an additional amount of no more than five percent of the requested amount of possible additional shipping costs. [NOTE: On March 18, 2024, City Council adopted resolution 240086 authorizing entering into a grant agreement with Patrick Leahy Bulletproof Vest Partnership Program, funded by the department of Justice, with a local match required, the federal portion of the costs for the body armor purchased under the BVP program may not

exceed fifty percent.]]

240118 Contract/DCC Construction, LLC/McKinley Park Site Enhancement Project

Resolution resolving that the appropriate City officials, upon City Council's approval, are hereby authorized to enter into a contract with DCC Construction, LLC to complete the project under the Michigan Department of Natural Resources at McKinley Park in a total contract cost not-to-exceed \$204,655.00, and process the corresponding appropriation of funds under grant code TF13-070.

240119 CO#1/Park Partnership Agreement/City of Flint/Genesee County Parks and Recreation Commission

Resolution resolving that the appropriate City officials are authorized to do all things necessary to complete a change order, effective from October 1, 2023 to September 30, 2024, for the Park Partnership Agreement between the City of Flint and Genesee County Parks and Recreation Commission to allocate this \$620,000.00 award to the Commission per the terms of C.S. Mott Grant #2020-08047 for the maintenance of City of Flint parks, transfer project management and oversight of the Grand Traverse Greenway Trail Project to the Genesee County Parks and Recreation Commission, and transfer park reservations for City of Flint parks to the Genesee County Parks and Recreation Commission.

240082.1 Approval/Obsolete Property Rehabilitation Exemption Certificate [OPRA]/2957 Carr Street

Resolution resolving that the City Council grants an Obsolete Property Rehabilitation Exemption for the real property, excluding land, located in the Obsolete Property Rehabilitation District at 2957 Carr Street for a period of four (4) years, beginning December 31, 2024, and ending December 30, 2028, pursuant to the provisions of PA 146 of 2000, as amended.

240120 Contract/Ernst & Young/Management of ARPA Funds (Revised FY24)

Resolution resolving that the appropriate City Officials can enter into Year 3 of the amended ARPA Compliance Services Contract with Ernst & Young LLP, in the amount not to exceed \$738,025.00 for a for FY2024 (07/01/23-06/30/24). Based on review and validation of the appropriate fund use by the City's compliance firm, implementation of these funds will be consistent and compliant with US Department of Treasury requirements and previously approved authorizations.

240121 Substantial Amendment/City of Flint Coronavirus Aid, Relief and Economic Development Security Act [CARES]/Community Development Block Grant [CDBG]

Resolution resolving that the appropriate City Officials are hereby authorized to do all things necessary to reallocate funding to the agencies in appropriate accounts and to enter into contracts or memorandums of understanding for

proposed new activities to address Covid-19 as identified [Total Amount: \$1,425,000.00].

240122 Reallocation of ARPA Funds/Mott Community College/Responding to the Impacts of the Pandemic on Blight

Resolution resolving that the appropriate City officials are authorized to do all things necessary, including executing any necessary agreements, to appropriate funding from the funding source account #101-729.008-801.000 to Mott Community College in the amount of \$20,000. Based on review and validation of the appropriate fund use by the City's compliance firm, implementation of these funds will be consistent and compliant with US Department of Treasury requirements and previously approved authorizations.

240123 Reallocation of ARPA Funds/Mental Health Referrals and Services Support/Flint Odyssey House Inc.

Resolution resolving that the appropriate City officials are authorized to do all things necessary, including executing any necessary agreements, to appropriate funding from the funding source account #101-287.000-963.000 to Flint Odyssey House Inc. in the amount of \$75,000. Based on review and validation of the appropriate fund use by the City's compliance firm, implementation of these funds will be consistent and compliant with US Department of Treasury requirements and previously approved authorizations.

240124 Reallocation of ARPA Funds/Youth Job Training/City of Flint Clean & Safe Summer Youth Job Training Program

Resolution resolving that the appropriate City officials are authorized to do all things necessary, including executing any necessary agreements, to appropriate funding from the funding source account #101-287.000-963.000 to City of Flint Clean & Safe Summer Youth Job Training Program in the amount of \$200,000. Based on review and validation of the appropriate fund use by the City's compliance firm, implementation of these funds will be consistent and compliant with US Department of Treasury requirements and previously approved authorizations.

SPECIAL ORDERS/DISCUSSION ITEMS

240127 Special Order/City Council Budget Hearing(s) Process

A Special Order as requested by Finance Chairperson Priestley to allow for a 20-minute discussion about the budget hearings process (deparmental and community budget hearings).

ADJOURNMENT

240000

RESOLUTION NO: _____

PRESENTED: JAN - 8 2024

ADOPTED: _____

RESOLUTION TO ASSIST RESIDENTS WHO LOST OWNERSHIP OF THEIR PROPERTY DUE TO THE GENESEE COUNTY BULK FORECLOSURE PROCESS

BY THE CITY COUNCIL:

At the annual Genesee County public auction for foreclosed properties, 190 occupied homes located within the city of Flint were purchased by a single developer, leaving these residents at risk for eviction; and

The City Council understands there is a critical need for residents who may be in the process of paying rent or relocating, or who may be vulnerable to eviction due to said foreclosures and will work with Legal Services of Eastern Michigan to facilitate this assistance; and

The Flint City supports doing all things necessary to spend up to \$150,000.00 in ARPA Funding (Revenue Replacement), in an amount up to \$2,000.00 per household, in order to provide assistance to any resident who is facing eviction or is vulnerable to relocation due to this bulk property purchase, including – but not limited to – rental payments, down payments towards the reestablishment of homeownership, etc.

Account Number	FUSDT-Revenue Replacement/ARPA	\$150,000.00
TBD	FUSDT – CSLFRE/ARPA	\$150,000.00
	FY Grand Total	\$150,000.00

IT IS RESOLVED, that the appropriate City Officials are authorized to execute an agreement with Legal Services of Eastern Michigan to provide assistance including – but not limited to – rental payments, down payments towards the reestablishment of homeownership, etc. to households facing foreclosure, eviction or relocation due to the Genesee County bulk property purchase, in an amount up to \$2,000.00 per household, for a total of \$150,000.00.

APPROVED AS TO FORM:

APPROVED AS TO FINANCE:

William Kim, City Attorney

Phillip Moore, Chief Financial Officer

FOR THE CITY:

APPROVED BY CITY COUNCIL:

Clyde Edwards, City Administrator



240075

RESOLUTION NO.: _____

PRESENTED: FEB 21 2024

ADOPTED: _____

RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS HEALTHCARE EQUITY, AND RESEARCH TO MOTT CHILDREN'S HEALTH CENTER \$490,000

In 2022 and 2023, the City of Flint received funds pursuant to the American Rescue Plan Act of 2021 (ARPA), which could be used by the City for specific and defined purposes. In 2023, the City of Flint obligated all of the ARPA funding received, of which approximately \$40 million was obligated as "revenue replacement;"

The City Administration recommends reallocating \$490,000 of ARPA funds, previously obligated for revenue replacement, to provide funding to Mott Children's Health Center to address the high infant mortality rate (IMR) in Flint by focusing on education, access of prenatal services, and addressing the main causes of infant mortality. This collaborative initiative includes community partners to ensure all wraparound services needed to assure healthier pregnancies, births, and infants.

Reallocated funds will be moved from #101-287.000-963.000 as follows:

Account #	Description	Amount
101-612.009-801.000	Mott Children's Health Center	\$490,000

IT IS RESOLVED that the appropriate City officials are authorized to do all things necessary, including executing any necessary agreements, to appropriate funding from the funding source account #101-287.000-963.000 to the Mott Children's Health Center in the amount of \$490,000. Based on review and validation of the appropriate fund use by the City's compliance firm, implementation of these funds will be consistent and compliant with US Department of Treasury requirements and previously approved authorizations.

For the City:

For the City Council:

CLYDE D. EDWARDS
CLYDE D EDWARDS (Feb 16, 2024 09:43 EST)

Clyde D. Edwards, City Administrator

Approved as to Form:

Approved as to Finance:

William Kim
William Kim (Feb 16, 2024 09:20 EST)

William Kim, City Attorney

Phillip Moore
Phillip Moore (Feb 16, 2024 05:55 EST)

Phillip Moore, Chief Financial Officer

RESOLUTION STAFF REVIEW

Date: 2/08/2024

Agenda Item Title:

RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS TO MOTT CHILDREN'S HEALTH CENTER \$490,000

Prepared by: Shelly Sparks-Green

Background/Summary of Proposed Action:

Mott Children's Health Center's comprehensive Maternal and Infant Health Program will address the high infant mortality rate (IMR) in Flint by focusing on education, access of prenatal services, and addressing the main causes of infant mortality. This collaborative initiative includes community partners to ensure all wraparound services needed to assure healthier pregnancies, births, and infants.

A foundational element of this program will be the mobility of services. Creating an ambulatory component will improve access to prenatal and maternal services throughout the city. This will address the lack of trust and access to maternal and pre/post-natal services for young and adolescent women living in poverty. MCHC will create and implement a community outreach and partnership campaign. These efforts will result in a collaborative referral network, assuring we reach the target population.

This comprehensive program will include education, training, medical care, health screenings, and social screenings. Educational components incorporate pre/post maternal physical and mental health, infant care and safety, nutrition as well as breastfeeding and lactation, and child development.

This is an essential part of a comprehensive pre/post-natal and maternal childcare strategy. Our Maternal and Infant Health Program will fill Flint's missing link of reaching the most vulnerable in the maternal child population. The outcomes of this program will result in healthier pregnancies, healthier births, healthier infants and therefore a decrease in infant mortality.

Account #	Description	Amount
101-612.009-801.000	Mott Children's Health Center	\$490,000

Financial Implications:

American Rescue Plan Act funds must be fully expended by 12/31/26.

Budgeted Expenditure: Yes ___ No X **Please explain, if no:**
Pre-encumbered: Yes ___ No X **Requisition #:** N/A
Other Implications: No other implications are known at this time.
Staff Recommendation: Staff recommend approval of this resolution.

APPROVAL Shelly Sparks-Green
Shelly Sparks-Green Feb 13, 2024 16:29:15T
 Shelly Sparks-Green, Chief Resilience Officer



240078

RESOLUTION NO.: _____

PRESENTED: FEB 21 2024

ADOPTED: _____

RESOLUTION APPROVING CHANGE ORDER #1 ROWE PROFESSIONAL SERVICES COMPANY FOR THE PHASE VII SERVICE LINE REPLACEMENT/EXPLORATION AND RESTORATION PROJECT

BY THE CITY ADMINISTRATOR

In April 2022, Rowe Professional Services Company was selected as the program manager for the City of Flint's Phase VII service line replacement/exploration and restoration project in a contract amount not to exceed \$2,900,000.00. As of December 2023, funds have been exhausted.

Service line replacement/exploration and restoration has paused until the spring 2024. Rowe Professional Services Company will need a contract amendment to continue to observe, monitor, and manage the project.

The cost for professional services is not to exceed \$1,650,000.00 with funding coming from Water Infrastructure Improvements for the Nation (WIIN) grant account 496-540.760-802.051 WIIN-1.

IT IS RESOLVED, that the appropriate City Officials do all things necessary to authorize change order #1 to Rowe Professional Services Company for the Phase VII service line replacement/exploration and restoration contract in an amount not to exceed \$1,650,00.00 for a total contract amount of \$4,550,000.00 with funding available from 496-540.760-802.051 FEPA18WIIN-1.

APPROVED AS TO FORM:

William Kim
William Kim (Feb 2, 2024 11:23 EST)
William Kim, Chief Legal Officer

APPROVED AS TO FINANCE:

Phillip Moore
Phillip Moore (Feb 7, 2024 14:19 EST)
Phillip Moore, Chief Financial Officer

FOR THE CITY OF FLINT:

Clyde D Edwards
CLYDE D EDWARDS (Feb 8, 2024 17:12 EST)
Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL



540 S. Saginaw Street, Suite 200
Flint, MI 48502 | (810) 341-7500
www.roweinc.com

February 2, 2024

Mr. Clyde Edwards
City of Flint
1101 S. Saginaw Street
Flint, MI 48502

RE: 2022 Service Line Exploration/Replacement and Restoration (Contract 22-007)
Professional Services Amendment

Dear Mr. Edwards:

As you are aware, ROWE Professional Services Company has been assisting the City of Flint as the program manager for the Phase VII service line exploration/replacement and restoration program. ROWE began this work in April 2022 and as of mid-December 2023 we have exhausted our approved budget.

We were excited to hear that the city will be receiving an extension to the funding until December 31, 2024, to continue to work on the service line exploration/replacement and restoration tasks. ROWE is excited to continue to assist the City of Flint in the management of this program through the end of 2024. ROWE will need a contract amendment to continue to provide the services required to observe, monitor, and manage the program. Based on our understanding of the remaining work and the discussions with the contractor performing the work, we offer the following scope of services for our amendment:

SCOPE OF SERVICES

- Project management for 10-11 months
 - Weekly progress meetings, coordination with city, contractor, and stakeholders
- Office support for 10-11 months
 - Required reporting, coordination of field staff, addressing concerns from residents.
- Field services for eight to nine months which consists of the following:
 - Providing eight field staff at 40 hours per week for nine months which equates to 11,500 manhours of field work.
- Third Party Answering Service (AMBS) for 12 months (January 2024 – December 2024)
 - Continue to retain the services of an answering service to log calls (this is ongoing).
- Project Plan Update
 - As indicated by Michigan Department of Environment, Great Lakes, and Energy (EGLE), an amendment to the Project Plan must be completed including updating the Environmental Clearance Paperwork (Cross Cutter). ROWE will prepare the amendment and submit all the required Cross Cutter notices to the respective agencies.

SINCE 1962

Flint, MI | Lapeer, MI | Farmington Hills, MI | Grand Rapids, MI | Mt. Pleasant, MI | Oscoda, MI | Grayling, MI | Myrtle Beach, SC

Mr. Clyde Edwards
February 2, 2024
Page 2

SCHEDULE

Based on our discussions with the City of Flint and EGLE, we understand that the funding extension will expire on December 31, 2024. As a result, the construction activities will need be completed prior to that date. We anticipate that work will be approved to begin prior to April 1, 2024, which would leave the contractor eight to nine months to perform the work. ROWE will need to finalize all reporting requirements after the work is completed by the contractor.

COMPENSATION

ROWE acknowledges that we will conform to the contractual agreement with our MiDEAL/MDTMB State of Michigan Cooperative agreement. Compensation for our serviced will be billed on our hourly rate schedule. We propose a not to exceed budget of \$1,650,000.

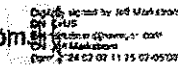
We appreciate the opportunity to continue to provide the City of Flint professional engineering services. With our corporate headquarters located in the downtown area, we are committed to assisting the city with your infrastructure improvements.

If you agree with our proposal, please prepare an engineering services contract for our review and execution. You can contact Jeff Markstrom to discuss our proposal in more detail at (810) 341-7500.

This Amendment shall become a part of the Agreement between the parties.

Sincerely,
ROWE Professional Services Company

Jeff Markstrom



Digital signed by Jeff Markstrom
DN: cn=Jeff Markstrom, o=ROWE Professional Services Company, email=jeff.markstrom@rowe.com, c=US
Date: 2024.02.02 11:25:07-0500

Jeffrey B. Markstrom, PE
Design Services Division Manager



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: February 2, 2024

AGENDA ITEM TITLE: Resolution Approving Change Order #1 to the Rowe Professional Services Company Agreement for the Phase VII Replacement/Exploration and Restoration Project

PREPARED BY: Yolanda Gray, Department of Public Works & Utilities

VENDOR NAME: Rowe Professional Services Company

BACKGROUND/SUMMARY OF PROPOSED ACTION:

In April 2022, Rowe Professional Services entered into a contract in an amount not to exceed \$2,900,000.00 as the program manager for the City of Flint's Phase VII service line replacement/excavation and restoration project. Lead line services have paused until spring 2024. As of December 2023 funds for program management have been exhausted. In order to continue to observe, monitor, and manage the project, Rowe will need a contract amendment in the amount of \$1,650,000.00 for a total contract amount of \$4,550,000.00. Funds are available in the WIIN grant account 496-540.760-802.051 FEPA18 WIIN1

FINANCIAL IMPLICATIONS:

BUDGETED EXPENDITURE? YES x NO [] IF NO, PLEASE EXPLAIN:

Table with 5 columns: Dept., Name of Account, Account Number, Grant Code, Amount. Row 1: LSL Program Management, 496-540.760-802.054, FEPA18WIIN1, \$1,650,000.00. Row 2: FY24 GRAND TOTAL, \$1,650,000.00.

PRE-ENCUMBERED? YES NO [x] REQUISITION NO:

ACCOUNTING APPROVAL: Yolanda Gray Date: 2-2-24

WILL YOUR DEPARTMENT NEED A CONTRACT? YES [] NO [] (If yes, please indicate how many years for the contract) YEARS

STAFF RECOMMENDATION: (PLEASE SELECT): [x] APPROVED [] NOT APPROVED

DEPARTMENT HEAD SIGNATURE: _____ (PLEASE TYPE NAME, TITLE)



240088

RESOLUTION NO.: _____

PRESENTED: 3-06-2024

ADOPTED: _____

RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS TO THE CITY OF FLINT POLICE DEPARTMENT FOR POLICE TRAINING

In 2022 and 2023, the City of Flint received funds pursuant to the American Rescue Plan Act of 2021 (ARPA), which could be used by the City for specific and defined purposes. In 2023, the City of Flint obligated all of the ARPA funding received, of which approximately \$40 million was obligated as “revenue replacement” on December 20, 2023;

City Administration recommends reallocating \$100,000.00 of ARPA funds, previously obligated for revenue replacement, to provide funding for Police Training, with PS-02 of the ARPA Allocation plan from resolution 220464.1.

Reallocated funds will be moved from Acct #101-287.000-963.000 as follows:

Fund	Account Name / Grant Code	Amount
101-345.002-958.000	Police Training	\$100,000.00

IT IS RESOLVED that the appropriate City officials are authorized to do all things necessary, including executing any agreements necessary to appropriate funding from the funding source account #187-287.000-963.000 to the City of Flint Police Department in the amount of \$100,000. Based on review and validation of the appropriate fund use by the City’s compliance firm, implementation of these funds will be consistent and compliant with the US Department of Treasury requirements and previously approved authorizations.

For the City:

CLYDE D EDWARDS
CLYDE D EDWARDS (Feb 20, 2024 16:49 EST)

Clyde D. Edwards, City Administrator

For the City Council:

Approved as to Form:

William Kim
William Kim (Feb 20, 2024 14:33 EST)

William Kim, City Attorney

Approved as to Finance:

Phillip Moore
Phillip Moore (Feb 20, 2024 14:30 EST)

Phillip Moore, Chief Financial Officer



RESOLUTION NO.:

220464.1

PRESENTED:

OCT 24 2022

ADOPTED:

OCT 24 2022

RESOLUTION ADOPTING ARPA ALLOCATION PLAN

BY THE CITY COUNCIL:

Under the American Rescue Plan Act (ARPA), the City of Flint received grant funding from the Coronavirus Local Fiscal Recovery Fund through the US Department of Treasury in the amount of \$94,726,664.00, to address public health and economic impacts of the COVID-19 public health emergency, respond to workers performing essential work during the COVID-19 public health emergency, provide government services to the extent of the reduction in revenue due to the COVID-19 public health emergency, and to make necessary investments in infrastructure.

\$34,374,696.00 of the City's ARPA funding has already been allocated and/or spent for these purposes. The remaining \$60,351,968.00 must be spent by December 31, 2026, to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

IT IS RESOLVED that the Flint City Council adopts the ARPA Allocation Plan, listed below, as its plan for allocating the remaining \$60,351,968.00 of the City's remaining ARPA funding

	Previously Authorized Allocations of ARPA Funds	Allocation of Remaining ARPA Funds	Community Grants (incl in Remaining ARPA Funds Allocations)
Neighborhood Improvement	26,400,000.00	13,735,000.00	9,660,000.00
Economic Development	0.00	8,275,000.00	3,000,000.00
Public Safety	600,000.00	3,720,000.00	1,000,000.00
Public Health	1,250,000.00	5,250,000.00	4,500,000.00
Infrastructure	1,800,000.00	400,000.00	0.00
Revenue Replacement	404,334.00	21,122,618.00	0.00
Contingency	0.00	6,000,000.00	0.00
Premium Pay	2,789,712.00	0.00	0.00
Administration	1,150,650.00	2,849,350.00	0.00
Grand Totals	\$34,374,696.00	\$60,351,968.00	\$18,160,000.00

IT IS FURTHER RESOLVED that the appropriate City officials are asked to implement this allocation plan, including identifying and submitting specific grantees or expenditures for Council approval, in accordance with the requirements of City, State, and Federal law.

Flint City Council Proposed ARPA Allocation Plan

	<u>Council Proposed Allocation with Remaining Funds</u>	<u>Community Grants</u>
Neighborhood Improvement		
HB-02 Neighborhood Clean Up	2,210,000.00	1,210,000.00
HB-03 Alternative Uses for Vacant Lots	250,000.00	500,000.00
HB-04 Homeowner Education	50,000.00	50,000.00
HB-05 Home Repair & Improvement Grants	5,000,000.00	5,000,000.00
HB-06 Community Development Gap Financing	1,400,000.00	1,400,000.00
PH-02 Improve Parks and Community Centers (Moved from Public Health)		
Total Neighborhood Improvement	<u>4,825,000.00</u>	<u>1,500,000.00</u>
	13,735,000.00	9,660,000.00
Economic Development		
ED-02 Loans to Businesses	375,000.00	
ED-03 Clean-up Buick City	3,250,000.00	
ED-04 Property Disposition	175,000.00	
ED-05 Improve Technology For Economic Development	600,000.00	
ED-06 Oak Business Center	875,000.00	
ED-08 Business Grants Covid Recovery	500,000.00	500,000.00
Youth Job Training		
Total Economic Development	<u>2,500,000.00</u>	<u>2,500,000.00</u>
	8,275,000.00	3,000,000.00
Public Safety		
PS-01 Hiring Bonuses (Police and Fire)	0.00	
PS-02 Police Training	100,000.00	
PS-03 Purchase 20 Cameras	200,000.00	
PS-04 Purchase 15 Vehicles for Detective Bureau (Moved to Revenue Replacement)		
PS-05 Witness Protection Program	0.00	
PS-06 Clear Cold Cases in Conjunction with Detroit Crime Commission (Moved to Revenue Replacement)	300,000.00	
PS-07 Add 500 streetlights, Replace 2000 Lights With LED Bulbs	0.00	
PS-08 PAL Pilot Project (500 children)	2,800,000.00	
PS-09 Pilot for Dispute Resolution	250,000.00	
PS-10 Gun Bounty	250,000.00	1,000,000.00
PS-11 Speed Humps (Moved to Revenue Replacement)	0.00	
PS-12 Third Party Review of 911 Response to City Calls	0.00	
Secured Lot for City Employees, including Police	0.00	
Total Public Safety	<u>70,000.00</u>	
	3,970,000.00	1,000,000.00
Public Health and Youth Development		
PH-04 Food Access and Food System Support (Ex. Food Pantries, Urban Gardens)		
PH-05 Mental Health Referrals and Services and Support Homelessness	1,000,000.00	1,000,000.00
Water Affordability Project	1,000,000.00	1,000,000.00
proposed Youth Wellness (education, leadership, recreation)	500,000.00	
proposed Health Care Access, Equity & Research	250,000.00	
Total Public Health	<u>500,000.00</u>	<u>500,000.00</u>
	2,000,000.00	2,000,000.00
	5,250,000.00	4,600,000.00

Flint City Council Proposed ARPA Allocation Plan

	<u>Council Proposed Allocation with Remaining Funds</u>	<u>Community Grants</u>
Infrastructure		
Water Main Miller Road		
Total Infrastructure	400,000.00	
	<u>400,000.00</u>	0.00
Revenue Replacement		
Speed Humps (74,570 spent) (Moved from Public Safety)	13,142,188.00	
Sidewalk Repair	125,430.00	
City Public Health Office (moved from Public Health & Youth C	2,000,000.00	
Excavator (moved from Infrastructure)	425,000.00	
Dump Truck (moved from Infrastructure)	320,000.00	
Skid Steer (moved from Infrastructure)	160,000.00	
Renovate Council Chambers	140,000.00	
Additional Fire Department Equipment	500,000.00	
Ward Priorities (30,000/Ward)	1,000,000.00	
Clear Cold Cases in Conjunction with Detroit Crime	270,000.00	
PS-08 Commission (Moved from Public Safety)	350,000.00	
PS-04 Purchase Vehicles for Detective Bureau (Moved from		
Public Safety)	450,000.00	
HB-09 Removal of City Owned Trees (Moved from Neighborhood In	2,000,000.00	
Total Revenue Replacement	20,872,618.00	0.00
Contingency		
Future Reserves	5,000,000.00	
Total Contingency	5,000,000.00	0.00
Premium Pay		
Premium Pay	0.00	
Total Premium Pay	0.00	0.00
Administration		
Total Administration	2,849,350.00	
	<u>2,849,350.00</u>	0.00
Grand Totals	<u>\$ 60,351,968.00</u>	<u>\$ 18,160,000.00</u>

240089



RESOLUTION NO.: _____

PRESENTED: 3-06-2024

ADOPTED: _____

RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS TO RESOLUTION TO PROCEED WITH ARPA-FUNDED BIPOC EMERGING DEVELOPER PROGRAM IN PARTNERSHIP WITH LISC

In 2022 and 2023, the City of Flint received funds pursuant to the American Rescue Plan Act of 2021 (ARPA), which could be used by the City for specific and defined purposes. In 2023, the City of Flint obligated all of the ARPA funding received, of which approximately \$40 million was obligated as “revenue replacement” on December 20, 2023;

City Administration recommends reallocating \$375,000 of ARPA funds, previously obligated for revenue replacement, to provide funding to contract with LISC for a BIPOC Emerging Developer training / predevelopment grant program.

Reallocated funds will be moved from Acct #101-287.000-963.000 as follows:

Fund	Account Name / Grant Code	Amount
101-728.012-801.000	Economic Development division – budgeted line item for investing in growing the small business ecosystem	\$375,000

IT IS RESOLVED that the appropriate City officials are authorized to do all things and execute any agreements necessary to appropriate funding in the current and future fiscal years, as described above, for as long as the funds are available. Prior to any disbursement of funds, the City of Flint’s ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of Treasury rules.

For the City:

For the City Council:

CLYDE D EDWARDS
CLYDE D EDWARDS (Feb 26, 2024 12:55 EST)
Clyde D. Edwards, City Administrator

Approved as to Form:

Approved as to Finance:

William Kim
William Kim (Feb 26, 2024 10:49 EST)
William Kim, City Attorney

Phillip Moore
Phillip Moore (Feb 26, 2024 10:49 EST)
Phillip Moore, Chief Financial Officer

RESOLUTION STAFF REVIEW

Date: February 23, 2024

Agenda Item Title:

RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS TO RESOLUTION TO PROCEED WITH ARPA-FUNDED BIPOC EMERGING DEVELOPER PROGRAM IN PARTNERSHIP WITH LISC

Prepared by:

Emily Doerr, Director of Business and Community Services (formerly named Planning and Development)

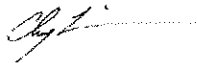
Background/Summary of Proposed Action:

The City of Flint’s Planning and Development Department will contract with LISC (Flint Office) to create the Flint BIPOC Emerging Developer Program and Predevelopment grant fund for 15 participants. This partnership will ensure that Flint emerging developers at all points of the continuum of experience would greatly benefit from an ecosystem of supports that span real estate development finance, training, technical assistance, operations support, coaching, and deal access and enables LISC to: Administer an emerging developer training program to build the capacity of 5-10 BIPOC developers of color, and provide capital products to these developers to participate in the revitalization of Flint. LISC Flint’s Emerging Developer Program directly responds to these needs by 1) expanding access to capital, 2) offering holistic training and capacity building, 3) providing targeted technical assistance, 4) and building connections in the industry through coaching and building of relationships.

Financial Implications: ARPA funds must be obligated by 12/31/24 and fully expended by 12/31/26.


Budgeted Expenditure: Yes ___ No ___ X Please explain, if no:

Pre-encumbered: Yes ___ No ___ X Requisition #: _____

Finance Signature:  _____

Other Implications: No other implications are known at this time.

Staff Recommendation: Staff recommends approval of this resolution.

APPROVAL 
Emily Doerr (Feb 23, 2024 16:34 EST)

Emily Doerr, Director, Business and Community Services

LISC FLINT EMERGING DEVELOPER PROGRAM



LISC Flint is requesting City of Flint ARPA funding to launch the LISC Flint Emerging Developer Program for emerging real estate developers, including people of color. This program will provide both training and predevelopment funding.

LISC is well positioned to address these obstacles and comprehensively support the growth of BIPOC affordable housing developers, drawing upon our years of experience in affordable housing, as well as our established training programs for developer of color. LISC is also advancing equity for BIPOC developers through similar programs in Twin Cities, Los Angeles, New York City, Detroit, and other markets

- The objective of the LISC Flint Emerging Developer program is to facilitate development in a way that does not reinforce a history of exploitation, but rather centers the assets of these small non-profit, for-profit and faith-based anchor institutions in the development process and unlocks value for them and the Flint community they serve.

LISC FLINT

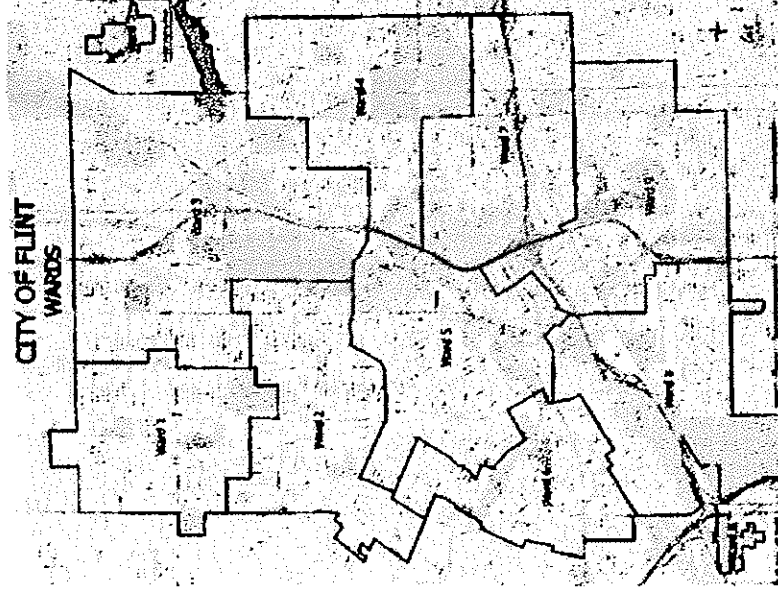
LISC FLINT

LISC Flint Emerging Developer Program

Purpose/Impact:

The goal of the LISC Flint Emerging Developer Program will be two-fold; to 1. increase the development capacity of participating Emerging BIPOC developers, and 2. strengthen the organizational capacity of participating BIPOC developers to grow their businesses and organizations.

- Administer an intensive training program to build the capacity of 5-10 Emerging BIPOC developers of color and;
- Work with program participants and stakeholder partners to determine barriers to advancing projects beyond predevelopment;
- Provide capital products to BIPOC developers of color to participate in the revitalization of Flint;
- Along the way, LISC plans to capture and share its experience with the industry more broadly through “Diversity-Equity-Inclusion (DEI) Learning Labs” to influence and inform others to make similar changes, driving a more systemic impact.



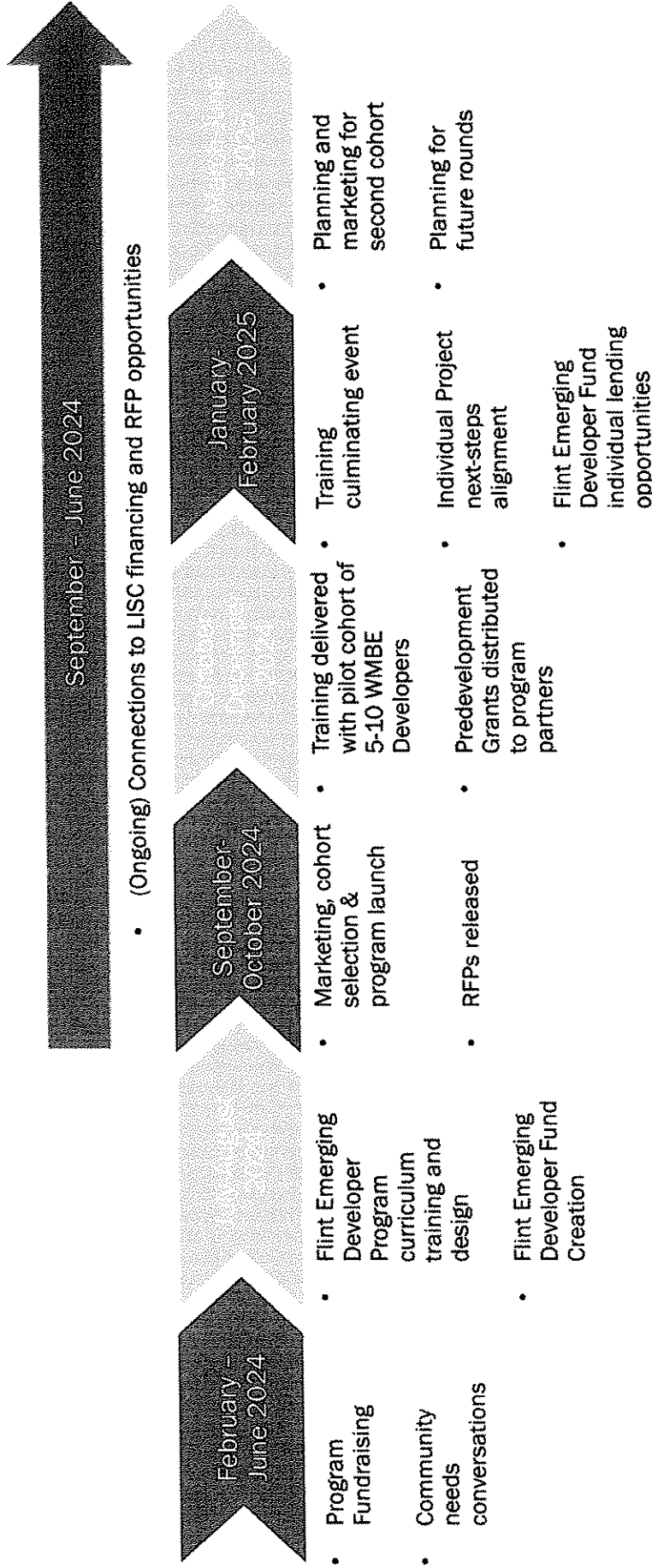
LISC Emerging Developer

Initial Fund utilizing ARPA Funding will be Non-Recoverable due to restrictions

Budget Uses LISC Flint	ARPA Eligible Expenses
Funds for Emerging Developer Pre-development Grants	\$300,000
LISC Flint Administration/Program Delivery	\$75,000
TOTAL	\$375,000

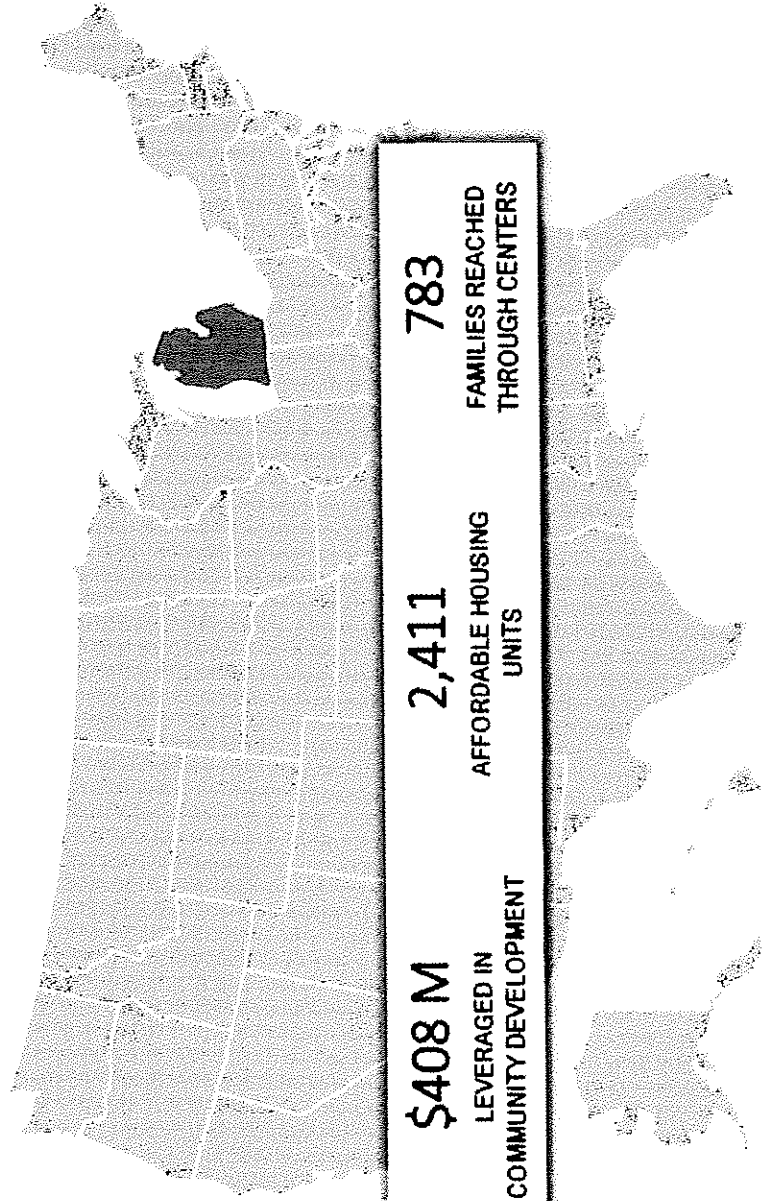
LISC FLINT

Projected Timeline: 2024-2025



LISC | FLINT

A national organization with a local approach



LISC FLINT

Contacts

LISC Flint Executive Director, Juan Zuniga jzuniga@lisc.org

LISC FLINT



RESOLUTION NO.: _____

PRESENTED: 3-20-2024

ADOPTED: _____

Resolution to Authorize Entering into a Contract with Genesee County Youth Corporation for a Street Outreach Activity using 2023-2024 Emergency Solutions Grant (ESG) Funds in the Amount of \$40,991.52

BY THE CITY ADMINISTRATOR:

WHEREAS, The City of Flint is a recipient of Emergency Solutions Grant (ESG) in the amount of \$356,897.00 approximately. These funds must be used to aid individuals and families who are homeless or receiving homeless assistance, and to support additional homeless assistance and homelessness prevention activities.

WHEREAS, At its meeting on June 5, 2023, the Flint City Council authorized allocations to several agencies (Resolution #230151), including \$45,000.00 to Genesee County Youth Corporation for shelter operations.

WHEREAS, Genesee County Youth Corporation has indicated a need for additional funds. Staff are recommending an additional \$40,991.52 be awarded to Genesee County Youth Corporation for street outreach activities.

WHEREAS, ESG funding is available to be allocated to eligible agencies/activities.

WHEREAS, Per the requirements of CPD Notice 21-08, issued July 19, 2021, by the U.S. Department of Housing and Urban Development, The Community and Economic Development Division will publish on the City's website, a notification of ESG Award to Genesee County Youth Corporation and how funds will be used.

WHEREAS, Funding is available in the following accounts:


Dept.	Name of Account	Account Number	Grant Code	Amount
P&D	ESG	279-733.101-531.000	FHUD-ESG24	\$40,991.52
P&D	ESG	279-733.101-805.000	FHUD-ESG24	\$40,991.52



CITY OF FLINT


IT IS RESOLVED, That the appropriate City officials are authorized to process any necessary budget adjustments and to enter into a Contract with Genesee County Youth Corporation for a Street Outreach Activity using 2023-2024 Emergency Solutions Grant (ESG) Funds in the Amount of \$40,991.52

APPROVED AS TO FORM:


William Kim (Feb 23, 2024 12:34 EST)


William Kim, City Attorney 02/23/2024

APPROVED AS TO FINANCES:


Phillip Moore (Mar 5, 2024 07:42 EST)

Phillip Moore, Chief Financial Officer 03/05/2024

ADMINISTRATION:


Clyde D. Edwards (Mar 5, 2024 10:19 EST)

Clyde Edwards, City Administrator 03/05/2024

CITY COUNCIL:



CITY OF FLINT

RESOLUTION STAFF REVIEW

February 7, 2024

AGENDA ITEM TITLE: Resolution to Authorize Entering into a Contract with Genesee County Youth Corporation for a Street Outreach Activity using Emergency Solutions Grant (ESG) Funds in the Amount of \$40,991.52

PREPARED BY: Department of Planning and Development – Community Development Division – K. L. Miller

VENDOR NAME: Reach Resource Services

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The City of Flint is a recipient of Emergency Solutions Grant (ESG) in the amount of \$356,897.00 approximately. These funds must be used to aid individuals and families who are homeless or receiving homeless assistance, and to support additional homeless assistance and homelessness prevention activities.

At its meeting on June 5, 2023, the Flint City Council authorized allocations to several agencies (Resolution #230151), including \$45,000.00 to Genesee County Youth Corporation for shelter operations. The City has been working with shelter agencies to identify uses for these funds and Genesee County Youth Corporation has indicated a need for additional funds. Staff are recommending an additional \$10,991.52 be awarded to Genesee County Youth Corporation for street outreach activities.

Per the requirements of CPD Notice 21-08, issued July 19, 2021, by the U.S. Department of Housing and Urban Development, the City has published on its website, on the Community and Economic Development page, how it is using its ESG funds.

FINANCIAL IMPLICATIONS: Funds for this purpose are reserved to provide services to the homeless population in Flint and serve to prevent, prepare for, or respond to coronavirus. Funds determined to be ineligible, paid and drawn, must be repaid using general fund dollars.



CITY OF FLINT

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN: N/A

****Upon Adoption BA will be completed to move from uncommitted accounts to Shelter of Flint specific accounts. ****

Table with 5 columns: Dept., Name of Account, Account Number, Grant Code, Amount. Rows include ESG (uncommitted) and GCYC accounts.

PRE-ENCUMBERED? YES NO REQUISITION NO: 240008272

ACCOUNTING APPROVAL: Carissa Dotson Date: 2/20/24

FINANCE APPROVAL: [Signature] Date: 02/22/2024

ENVIRONMENTAL APPROVAL: [Signature] Date: 02/22/2024

WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO (If yes, please indicate how many years for the contract) 1 YEARS

WHEN APPLICABLE, IF MORE THAN ONE (1) YEAR, PLEASE ESTIMATE TOTAL AMOUNT FOR EACH BUDGET YEAR: (This will depend on the term of the bid proposal) n/a

BUDGET YEAR 1

BUDGET YEAR 2

BUDGET YEAR 3

OTHER IMPLICATIONS (i.e., collective bargaining): N/A

STAFF RECOMMENDATION: (PLEASE SELECT): APPROVED NOT APPROVED

DEPARTMENT HEAD SIGNATURE:

[Signature: Emily Doerr] Date: 02/23/2024
Emily Doerr (Feb 23 2024 12:23 EST)
Emily Doerr, Director

240097



RESOLUTION NO.: _____

PRESENTED: 3-20-2024

ADOPTED: _____

(Proposal 24000516)

BY THE CITY ADMINISTRATOR:

RESOLUTION AWARDING A CONTRACT TO WONSEY TREE SERVICE FOR TREE REMOVALS IMPACTING SIDEWALKS THROUGHOUT THE CITY OF FLINT

On October 24, 2022, the Flint City Council allocated funding of American Rescue Plan Act (ARPA) funds for sidewalk replacements, via Resolution 220464.1.

To implement that resolution, the City of Flint, Division of Purchases & Supplies, solicited proposals for tree removals in the right-of-way as requested by the Department of Public Works, Transportation Division.

Staff recommends awarding a contract to Wonsey Tree Service, one of two lowest responsive bidders from five solicitations received.

Reallocated funds will be moved from fund: 101-287.000-963.000 as follows:

Account Number	Account Name	Amount
101-449.217.801.000	Tree Maintenance – ARPA (RR)	\$ 862,500.00
	FY24/FY25/FY26 GRAND TOTAL	\$ 862,500.00

IT IS RESOLVED, that the appropriate City Officials are authorized to do all things necessary, including executing any necessary agreements, to appropriate funding from the funding source account 101-287.000-963.000 to Wonsey Tree Service for removals of trees that are impacting sidewalks in the City of Flint in an amount not to exceed \$862,500.00. Based on review and validation of the appropriate fund use by the City’s compliance firm, implementation of these funds will be consistent and compliant with US Department of Treasury requirements and previously approved authorizations.

APPROVED AS TO FORM:

William Kim
William Kim (Mar 5, 2024 10:03 EST)
William Kim, Chief Legal Officer

APPROVED AS TO FINANCE:

Phillip Moore
Phillip Moore (Mar 5, 2024 07:46 EST)
Phillip Moore, Chief Finance Officer

FOR THE CITY OF FLINT:

Clyde D. Edwards
CLYDE D EDWARDS (Mar 5, 2024 10:20 EST)
Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO PURCHASING:

Lauren Rowley
Lauren Rowley, Purchasing Manager



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: March 1, 2024

BID/PROPOSAL# 24000516

AGENDA ITEM TITLE: Tree removals

PREPARED BY: Kathryn Neumann for Rodney McGaha, Director of Transportation

VENDOR NAME: Wonsey Tree Service

BACKGROUND/SUMMARY OF PROPOSED ACTION:

City Council authorized \$2 million to be used to address trees located in the City's right-of-way. The Transportation Department is using the funding to address the trees that are severely impacting sidewalks. It is necessary to address the trees in the right of way before the sidewalks can be replaced. Proposals were solicited and five were received. A committee was formed to evaluate the proposals and it was decided to split the bid between the two lowest responsive bidders.

FINANCIAL IMPLICATIONS: There is money in the account listed below.

BUDGETED EXPENDITURE? YES [X] NO [] IF NO, PLEASE EXPLAIN:

Table with 4 columns: Dept., Name of Account, Account Number, Amount. Row 1: 101, Tree Maintenance - ARPA (RR), 449.217-801.000, \$ 862,500.00. Row 2: (blank), (blank), FY24/25/26 GRAND TOTAL, \$ 862,500.00

PRE-ENCUMBERED? YES [X] NO [] REQUISITION NO: 240008147

ACCOUNTING APPROVAL: Kathryn Neumann (Mar 1, 2024 07:43 EST) Date: _____

WILL YOUR DEPARTMENT NEED A CONTRACT? YES [X] NO [] (If yes, please indicate how many years for the contract) 3 YEARS

OTHER IMPLICATIONS (i.e., collective bargaining):

STAFF RECOMMENDATION: (PLEASE SELECT): [X] APPROVED [] NOT APPROVED

DEPARTMENT HEAD SIGNATURE: Rodney McGaha (Mar 4, 2024 06:18 EST) Rodney McGaha, Director of Transportation

SEALED PROPOSALS RECEIVED ON OCTOBER 10, 2023
FOR TREE REMOVALS
PROPOSAL 24-516

	Wonsey Tree Service PO Box 1142 Alma, MI	J & M Tree Service 4618 Milton Dr. Flint, MI	Absolute Tree Removal 4409 Adler Dr. Flint, MI	Green Pride Landscaping 1154 Cass Ave. Flint, MI	JB'S Tree & Yard Service 5320 Smith Dr. Flushing, MI
PRUNING					
0-6" dbh	\$55.02	\$60.00	\$75.00	\$132.00	\$150.00
7-12" dbh	\$90.00	\$84.00	\$150.00	\$288.00	\$275.00
12-18" dbh	\$140.04	\$216.00	\$225.00	\$432.00	\$500.00
19-24" dbh	\$174.96	\$456.00	\$300.00	\$840.00	\$800.00
25-36 dbh	\$230.40	\$612.00	\$468.00	\$1440.00	\$1200.00
37" dbh and over	\$240.50	\$629.00	\$481.00	\$1665.00	\$1500.00
TREE REMOVALS					
1-6 inches	\$150.00	\$180.00	\$240.00	\$408.00	\$275.00
7-12 inches	\$174.96	\$480.00	\$480.00	\$900.00	\$500.00
13-24 inches	\$490.08	\$816.00	\$960.00	\$2040.00	\$1125.00
25-36 inches	\$2160.00	\$1,260.00	\$1620.00	\$3420.00	\$1800.00
37-47 inches	\$2021.00	\$2,675.24	\$2115.00	\$4700.00	\$2500.00
Over 48 inches	\$1800.00	\$3,326.40	\$2160.00	\$5040.00	\$3750.00
Restoration services per dbh	\$10.00	\$450/per stump	No bid	Up to \$200	\$200-\$500
Emergency Response	\$300/hr.	\$400/hr.	\$350/hr.	\$95/hr.	\$500/hr.

240098



RESOLUTION NO.: _____

PRESENTED: 3-20-2024

ADOPTED: _____

(Proposal 24000516)

BY THE CITY ADMINISTRATOR:

RESOLUTION AWARDING A CONTRACT TO J & M TREE SERVICE FOR TREE REMOVALS IMPACTING SIDEWALKS THROUGHOUT THE CITY OF FLINT

On October 24, 2022, the Flint City Council allocated funding of American Rescue Plan Act (ARPA) funds for tree removals, via Resolution 220464.1.

To implement that resolution, the City of Flint, Division of Purchases & Supplies, solicited proposals for tree removals in the right-of-way as requested by the Department of Public Works, Transportation Division.

Staff recommends awarding a contract to J & M Tree Service, one of two lowest responsive bidders from five solicitations received.

Reallocated funds will be moved from Fund: 101-287.000-963.000 as follows:

Account Number	Account Name	Amount
101-449.217-801.000	Tree Maintenance – ARPA (RR)	\$ 862,500.00
	FY24/FY25/FY26 GRAND TOTAL	\$ 862,500.00

IT IS RESOLVED, that the appropriate City Officials are authorized to do all things necessary, including executing any necessary agreements, to appropriate funding from the funding source account 101-287.000-963.000 to J & M Tree Service for removals of trees that are impacting sidewalks, in an amount not to exceed \$862,500.00. Based on review and validation of the appropriate fund use by the City's compliance firm, implementation of these funds will be consistent and compliant with US Department of Treasury requirements and previously approved authorizations.

APPROVED AS TO FORM:

William Kim
William Kim (Mar 5, 2024 10:03 EST)
William Kim, Chief Legal Officer

APPROVED AS TO FINANCE:

Phillip Moore
Phillip Moore (Mar 5, 2024 07:38 EST)
Phillip Moore, Chief Finance Officer

FOR THE CITY OF FLINT:

Clyde D. Edwards
Clyde D. Edwards (Mar 5, 2024 10:19 EST)
Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO PURCHASING:

Lauren Rowley
Lauren Rowley, Purchasing Manager



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: March 1, 2024

BID/PROPOSAL# 24000516

AGENDA ITEM TITLE: Tree removals

PREPARED BY: Kathryn Neumann for Rodney McGaha, Director of Transportation

VENDOR NAME: J & M Tree Service

BACKGROUND/SUMMARY OF PROPOSED ACTION:

City Council authorized \$2 million to be used to address trees located in the City's right-of-way. The Transportation Department is using the funding to address the trees that are severely impacting sidewalks. It is necessary to address the trees in the right of way before the sidewalks can be replaced. Proposals were solicited and five were received. A committee was formed to evaluate the proposals and it was decided to split the bid between the two lowest responsive bidders.

FINANCIAL IMPLICATIONS: There is money in the account listed below.

BUDGETED EXPENDITURE? YES [X] NO [] IF NO, PLEASE EXPLAIN:

Table with 4 columns: Dept., Name of Account, Account Number, Amount. Includes a row for 'FY24/25/26 GRAND TOTAL' with amount \$ 862,500.00.

PRE-ENCUMBERED? YES [X] NO [] REQUISITION NO: 240008146

ACCOUNTING APPROVAL: Kathryn Neumann (Mar 1, 2024 07:52 EST) Date:

WILL YOUR DEPARTMENT NEED A CONTRACT? YES [X] NO [] (If yes, please indicate how many years for the contract) 3 YEARS

OTHER IMPLICATIONS (i.e., collective bargaining):

STAFF RECOMMENDATION: (PLEASE SELECT): [X] APPROVED [] NOT APPROVED

DEPARTMENT HEAD SIGNATURE: Rodney McGaha (Mar 4, 2024 06:19 EST) Rodney McGaha, Director of Transportation

SEALED PROPOSALS RECEIVED ON OCTOBER 10, 2023
FOR TREE REMOVALS
PROPOSAL 24-516

	Wonsey Tree Service PO Box 1142 Alma, MI	J & M Tree Service 4618 Milton Dr. Flint, MI	Absolute Tree Removal 4409 Adler Dr. Flint, MI	Green Pride Landscaping 1154 Cass Ave. Flint, MI	JB'S Tree & Yard Service 5320 Smith Dr. Flushing, MI
PRUNING					
0-6" dbh	\$55.02	\$60.00	\$75.00	\$132.00	\$150.00
7-12" dbh	\$90.00	\$84.00	\$150.00	\$288.00	\$275.00
12-18" dbh	\$140.04	\$216.00	\$225.00	\$432.00	\$500.00
19-24" dbh	\$174.96	\$456.00	\$300.00	\$840.00	\$800.00
25-36 dbh	\$230.40	\$612.00	\$468.00	\$1440.00	\$1200.00
37" dbh and over	\$240.50	\$629.00	\$481.00	\$1665.00	\$1500.00
TREE REMOVALS					
1-6 inches	\$150.00	\$180.00	\$240.00	\$408.00	\$275.00
7-12 inches	\$174.96	\$480.00	\$480.00	\$900.00	\$500.00
13-24 inches	\$490.08	\$816.00	\$960.00	\$2040.00	\$1125.00
25-36 inches	\$2160.00	\$1,260.00	\$1620.00	\$3420.00	\$1800.00
37-47 inches	\$2021.00	\$2,675.24	\$2115.00	\$4700.00	\$2500.00
Over 48 inches	\$1800.00	\$3,326.40	\$2160.00	\$5040.00	\$3750.00
Restoration services per dbh	\$10.00	\$450/per stump	No bid	Up to \$200	\$200-\$500
Emergency Response	\$300/hr.	\$400/hr.	\$350/hr.	\$95/hr.	\$500/hr.

240099



(Proposal 24000515)

RESOLUTION NO.: _____

PRESENTED: 3-20-2024

ADOPTED: _____

BY THE CITY ADMINISTRATOR:

RESOLUTION AWARDING CONTRACT TO KMI ROAD MAINTENANCE FOR SIDEWALK REPLACEMENTS THROUGHOUT THE CITY OF FLINT

On October 24, 2022, the Flint City Council allocated funding of American Rescue Plan Act (ARPA) funds for sidewalk replacements, via Resolution 220464.1.

To implement that resolution, the City of Flint, Division of Purchases & Supplies, solicited proposals for sidewalk replacements as requested by the Department of Public Works, Transportation Division.

Staff recommends awarding the contract to KMI Road Maintenance, the lowest responsive bidder from four solicitations received.

Reallocated funds will be moved from fund 101-287.000-963.000 as follows:

Account Number	Account Name	Amount
101-449.216.801.000	Sidewalk Repair – ARPA (RR)	\$ 1,500,000.00
	FY24/FY25/FY26 GRAND TOTAL	\$ 1,500,000.00

IT IS RESOLVED, that the appropriate City Officials are authorized to do all things necessary, including executing any necessary agreements, to appropriate funding from the funding source account 101-287.000-963.000 to KMI Road Maintenance for the replacement of City tree impacted sidewalks in the City of Flint in an amount not to exceed \$1,500,000.00. Based on review and validation of the appropriate fund use by the City’s compliance firm, implementation of these funds will be consistent and compliant with US Department of Treasury requirements and previously approved authorizations.

APPROVED AS TO FORM:

William Kim
William Kim (Mar 5, 2024 10:03 EST)
William Kim, Chief Legal Officer

APPROVED AS TO FINANCE:

Phillip Moore
Phillip Moore (Mar 5, 2024 07:35 EST)
Phillip Moore, Chief Finance Officer

FOR THE CITY OF FLINT:

Clyde D. Edwards
CLYDE D. EDWARDS (Mar 5, 2024 10:20 EST)
Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO PURCHASING:

Lauren Rowley
Lauren Rowley, Purchasing Manager



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: March 1, 2024

BID/PROPOSAL# 24000515

AGENDA ITEM TITLE: Sidewalk replacements

PREPARED BY: Kathryn Neumann for Rodney McGaha, Director of Transportation

VENDOR NAME: KMI Road Maintenance

BACKGROUND/SUMMARY OF PROPOSED ACTION:

City Council authorized \$2 million to be used for residential sidewalk replacements. The Transportation Department is using the funding to replace sidewalks that are upheaved by City trees located in the right-of-way. Once the sidewalk survey is complete, a thorough review of the findings will determine the areas to be replaced. Emphasis will be on walkability and where replacing sidewalks will have the greatest impact. The ARPA funding will be evenly distributed between the wards and will be focused on the worst sidewalks.

Bids were solicited and four were received. KMI Road Maintenance was the lowest responsive bidder, in addition to standard pricing they offered a price break depending on the number of squares being replaced.

FINANCIAL IMPLICATIONS: There is money in the account listed below.

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Amount
101	Sidewalk Repair – ARPA (RR)	449.216-801.000	\$1,500,000.00
		FY24/25/26 GRAND TOTAL	\$1,500,000.00

PRE-ENCUMBERED? YES NO **REQUISITION NO:** 240008145

ACCOUNTING APPROVAL: Kathryn Neumann Kathryn Neumann (Mar 1, 2024 07:49 EST) **Date:** _____

WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO
(If yes, please indicate how many years for the contract) 3 YEARS

OTHER IMPLICATIONS (i.e., collective bargaining):



CITY OF FLINT

STAFF RECOMMENDATION: (PLEASE SELECT): **APPROVED** **NOT APPROVED**

DEPARTMENT HEAD SIGNATURE: *Rodney McGaha*
Rodney McGaha (Mar 4, 2024 06:18 EST)
Rodney McGaha, Director of Transportation

SEALED BIDS RECEIVED ON OCTOBER 10, 2023
PROPOSAL 24-515

	KMI Road Maintenance 6561 Bernie Kohler Dr. North Branch, MI	LA Construction Corp. 3453 N. Linden Rd. Flint, MI *	LGC Global, Inc. 7310 Woodward Ave. Detroit, MI	Mike's Landscaping 10124 E. Richfield Rd. Davison, MI 48423**
Sidewalk Removal 4"	\$10.00/sq. ft.	\$13.00/sq. ft.	\$16.80/sq. ft.	\$9.75/sq. ft.
Sidewalk Removal 4" 6-10 squares	\$8.75/sq. ft.	Did not provide price breaks for higher quantities	Did not provide price breaks for higher quantities	Did not provide price breaks for higher quantities
Sidewalk Removal 4" 11-15 squares	\$8.25/sq. ft.	Did not provide price breaks for higher quantities	Did not provide price breaks for higher quantities	Did not provide price breaks for higher quantities
Restoration	\$0.75/sq. ft.	\$8.75/sq. ft.	\$ 4.80/sq. ft.	\$50,000 lump sum
Root grinding	\$1.00/sq. ft.	-	-	-

* L.A. Construction bid a \$65,000 lump sum for mobilization.

** Mike's Landscaping did not submit a bid bond, which was a requirement of the bid, so they were disqualified.



RESOLUTION NO.: 240100
 PRESENTED: 3-20-2024
 ADOPTED: _____

**RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS TO FUND
 PROPERTY DISPOSITION STAFFING THROUGH NEW ECONOMIC
 DEVELOPMENT PROGRAM MANAGER III POSITION**

In 2022 and 2023, the City of Flint received funds pursuant to the American Rescue Plan Act of 2021 (ARPA), which could be used by the City for specific and defined purposes. In 2023, the City of Flint obligated all of the ARPA funding received, of which approximately \$40 million was obligated as “revenue replacement” on December 20, 2023;

City Administration recommends reallocating \$225,000 of ARPA funds (from the Economic Development category), previously obligated for revenue replacement, to provide funding for hiring an Economic Development Program Manager III to oversee Property Disposition as well as other economic development administration.

Reallocated funds will be moved from Acct #101-287.000-963.000 as follows:

Fund	Account Name / Grant Code	Amount
101-728.014-801.000	Economic Development Program Manager - Business and Community Services Department (formerly named Planning and Development)	\$225,000

IT IS RESOLVED that the appropriate City officials are authorized to do all things and execute any agreements necessary to appropriate funding in the current and future fiscal years, as described above, for as long as the funds are available. Prior to any disbursement of funds, the City of Flint’s ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of Treasury rules.

For the City:

For the City Council:

CLYDE D EDWARDS
CLYDE D EDWARDS (Mar 4, 2024 10:29 EST)
 Clyde D. Edwards, City Administrator

Approved as to Form:

Approved as to Finance:

William Kim
William Kim (Feb 27, 2024 13:51 EST)
 William Kim, City Attorney

Phillip Moore
Phillip Moore (Feb 27, 2024 13:42 EST)
 Phillip Moore, Chief Financial Officer

RESOLUTION STAFF REVIEW

Date: February 23, 2024

Agenda Item Title:

**RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS TO FUND
PROPERTY DISPOSITION STAFFING THROUGH NEW ECONOMIC
DEVELOPMENT PROGRAM MANAGER III POSITION**

Prepared by:

Emily Doerr, Director of Planning and Development

Background/Summary of Proposed Action:

Property Disposition Staffing: \$225,000 to the City’s Department of Planning and Development to pay for 2.75 years salary and fringe benefits for a new staff person to manage disposition of city-owned properties and other economic development administrative tasks. The property disposition process will focus on selling houses to new homeowners, adjacent homeowners, or for community use or business use through a transparent and well-communicated process.

Financial Implications: ARPA funds must be obligated by 12/31/24 and fully expended by 12/31/26.

Budgeted Expenditure: Yes ___ No x **Please explain, if no:**

Pre-encumbered: Yes ___ No x **Requisition #:** _____

Finance Signature:  _____

Other Implications: No other implications are known at this time.

Staff Recommendation: Staff recommends approval of this resolution.

APPROVAL 
Emily Doerr (Feb 23, 2024 13:29 EST)
Emily Doerr, Planning and Development Director

**CITY OF FLINT
Position Description**

Class Title: Economic Development Program Manager III	Job Code Number: 31-E-140
Established: February 9, 2024	Bargaining Unit: 1799

GENERAL STATEMENT OF DUTIES:

The Economic Development Program Manager III position performs tasks assigned directly through the Deputy Director of Business Services including management of the city's Economic Development Corporation / Brownfield Redevelopment Authority, overseeing property disposition of city-owned properties, creation of Corridor Improvement Authorities, and providing attraction/retention/expansion support to business stakeholders. Activities will be performed under the guidance of the Deputy Director of Business Services in coordination with zoning, economic development, and business licensing staff.

SUPERVISION RECEIVED:

The Economic Development Program Manager III works within the Department of Business and Community Services (formerly referred to as the Department of Planning & Development) under the supervision and guidance of the Deputy Director of Business Services.

SUPERVISION EXERCISED:

The Economic Development Program Manager III will supervise the Corridor Improvement Coordinator employees as well as any economic development interns.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

1. Develops a thorough understanding of the city's Economic Development Corporation / Brownfield Redevelopment Authority to oversee Revolving Loan Fund programs, applications for various tax abatements and brownfield plans, and other administrative duties.
2. Administers and manages real estate sales, releases of City interests in real property, deed restriction modifications, and special projects. This includes coordinating with purchasers, private owners, Assessing, Law Department, Transportation, Engineering, Finance and the Mayor's office.
3. Assists with sales and lease auction planning. This includes ensuring that auctions are conducted within guidelines, auction scheduling, coordinating the online auction platform or venue, reviewing selected parcels, coordinating appraisals and inspections, and preparing auction documents and marketing materials such as public notices, calendar documents, stakeholder notifications, print ads and website updates.
4. Supports the Deputy Director of Business Services with attraction/expansion efforts of larger companies in coordination with regional and state partners.
5. Supports the Small Business Specialist troubleshooting growth barriers within city government.
6. Supports the Corridor Improvement Coordinator in efforts to enhance various commercial corridors across the city through the creation of tax capture districts as well as utilization of Main Street program principles for economic gardening to assist with small business growth.
7. Coordinates with the Zoning Coordinators on the review, evaluation, and reboot of the Imagine Flint Master Plan in a way that engages the public and meets State Law requirements.
8. Provides updates and makes presentations to City officials and staff, commissions and boards, City Council and/or citizens groups.
9. Continuous research on how economic development is positively impacted by housing development and neighborhood revitalization.

10. Assists in writing grant applications and reports.
11. Perform other duties as required.

MINIMUM ENTRANCE REQUIREMENTS:

- Bachelor's Degree in Public Administration, Business Administration, Economics, Community Development, Urban Planning/Studies/Policy, or a related field.
- Five to Seven (5-7) years of experience doing economic development (business attraction, expansion, retention and/or growth) work within or in partnership with a municipal government.
- Knowledge of real estate transaction guidelines.
- Have a strong understanding of EDA (Economic Development Administration) and SBA (Small Business Administration) grant reporting requirements.

NECESSARY SPECIAL REQUIREMENT:

- Ability to travel to community meetings.
- Ability to attend evening and weekend meetings and conferences.
- Have a valid driver's license and ready access to a motor vehicle.

PHYSICAL DEMANDS:

While performing the duties of this job, the employee is frequently required to sit, talk, hear, stand, walk, use hands to finger, handle or operate objects, tools or controls, and reach with hands and arms. The employee is occasionally required to climb or balance, stoop, kneel, crouch or crawl, taste and smell. The employee must frequently lift and/or move up to 50 pounds and occasionally lift and/or move up to 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

Classification History

Established by Department of Planning &
Development Director: February 9, 2024

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.



RESOLUTION NO.: 240101
 PRESENTED: 3-20-2024
 ADOPTED: _____

**RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS TO FUND
 CONTRACT WITH QWALLY FOR CRM FOR IMPROVED TECHNOLOGY FOR
 BUSINESS SERVICES DIVISION**

In 2022 and 2023, the City of Flint received funds pursuant to the American Rescue Plan Act of 2021 (ARPA), which could be used by the City for specific and defined purposes. In 2023, the City of Flint obligated all of the ARPA funding received, of which approximately \$40 million was obligated as “revenue replacement” on December 20, 2023;

City Administration recommends reallocating \$500,000 of ARPA funds (from the Economic Development category), previously obligated for revenue replacement, to provide funding for a contract with Qwally for a customized customer resource management (CRM) subscription that will launch as part of new business concierge initiative to track entrepreneur path through city zoning, property acquisition, economic development incentives, permits/inspections, and licensing.

Reallocated funds will be moved from Acct # **101-287.000-963.000** as follows:

Fund	Account Name / Grant Code	Amount
101-728.015-801.000	Improved Technology for Economic Development within Business and Community Services Department (formerly named Planning and Development)	\$225,000

IT IS RESOLVED that the appropriate City officials are authorized to do all things and execute any agreements necessary to appropriate funding in the current and future fiscal years, as described above, for as long as the funds are available. Prior to any disbursement of funds, the City of Flint’s ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of Treasury rules.

For the City:

For the City Council:

CLYDE D. EDWARDS
CLYDE D EDWARDS (Mar 4, 2024 10:30 EST)

Clyde D. Edwards, City Administrator

Approved as to Form:

Approved as to Finance:

William Kim
William Kim (Feb 29, 2024 09:25 EST)

William Kim, City Attorney

Phillip Moore
Phillip Moore (Feb 29, 2024 09:22 EST)

Phillip Moore, Chief Financial Officer

RESOLUTION STAFF REVIEW

Date: February 28, 2024

Agenda Item Title:

**RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS TO FUND
CONTRACT WITH QWALLY FOR CRM FOR IMPROVED TECHNOLOGY FOR
BUSINESS SERVICES DIVISON**

Prepared by:

Emily Doerr, Director of Planning and Development

Background/Summary of Proposed Action:

Based on city procurement procedure with Request for Proposals published on 10/31/23 and closing on 11/29/23, we would like to contract with Qwally for a customized customer resource management (CRM) subscription that will launch as part of new business concierge initiative to track entrepreneur path through city zoning, property acquisition, economic development incentives, permits/inspections, and licensing.

Financial Implications: ARPA funds must be obligated by 12/31/24 and fully expended by 12/31/26. Please note that the budgeted amount for this was \$600,000 and so the remaining \$100,000 in the ARPA Economic Development category is being split between Property Disposition Staffing and Oak Business Center Fire Suppression.

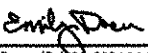
Budgeted Expenditure: Yes ___ No x **Please explain, if no:**

Pre-encumbered: Yes ___ No x **Requisition #:** _____

Finance Signature:  _____

Other Implications: No other implications are known at this time.

Staff Recommendation: Staff recommends approval of this resolution.

APPROVAL 
Emily Doerr (Feb 28, 2024 14:11 EST)

Emily Doerr, Director, Business and Community Services

Proposal Review Bid Sheet - Business Services CRM

Contractor Evaluation Scoring Sheet (Total Points: 100)	Company		Notes/Comments
	Qwally	Tyler Technologies	
Experience and Qualifications (Maximum Points: 10)			
Expertise in the type of project (0-5 points)	4	3	
Insurance coverage (0-5 points)	3	5	
Cost Proposal (Maximum Points: 20)			
Overall project cost (0-15 points)	4	3	
Clarity and completeness of the cost breakdown (0-5 points)	5	5	
Project Schedule and Timeline (Maximum Points: 40)			
Proposed project schedule (0-10 points)	9	0	
Realistic timeline for project completion (0-5 points)	5	0	
Checklists, reporting, and maintenance (0-10 points)	5	5	
Onboarding, training (public and intra-City) (0-10 points)	9	1	
Overall usability of product (0-5 points)	4	1	
Pricing (10 points)			

Transparency in pricing, including potential change orders (0-5 points)	5	5
Discounting (5 points)	2	0
Prior Experience and Project Examples (20 points)		
Past projects similar in scope and size (0-5 points)	5	2
Portfolio of successfully completed projects (0-5 points)	5	4
Demonstrated ability to address project challenges effectively (0-5 points)	4	2
Commitment to diversity, equity, and inclusion (0-5 points)	2	2
Total -- All Evaluation Points	71	38

Reviewer Name:
Jas'mine Lee

Title:
Development Technician

Proposal Review Bid

Contractor Evaluation Scoring Sheet (Total Points: 100)

Experience and Qualifications

(Maximum Points: 10)

13

Expertise in the type of project (0-5 points)

Insurance coverage (0-5 points)

Cost Proposal (Maximum Points: 20)

Overall project cost (0-15 points)

Clarity and completeness of the cost breakdown (0-5 points)

Project Schedule and Timeline (Maximum Points: 40)

Proposed project schedule (0-10 points)

Realistic timeline for project completion (0-5 points)

Checklists, reporting, and maintenance (0-10 points)

Onboarding, training (public and intra-City) (0-10 points)

Overall usability of product (0-5 points)

Pricing (10 points)

Transparency in pricing, including potential change orders (0-5 points)

Discounting (5 points)

Prior Experience and Project Examples (20 points)

Past projects similar in scope and size (0-5 points)

Portfolio of successfully completed projects (0-5 points)

Demonstrated ability to address project challenges effectively (0-5 points)

Commitment to diversity, equity, and inclusion (0-5 points)

Total -- All Evaluation Points

Reviewer Name: Brian Acheff

Title: Zon

Sheet - Business Services CRM		
Company		Notes/Comments
Qwally	Tyler Technologies	
3	4	
3	4	
4	5	
5	2	
10	0	
5	0	
3	3	
4	2	
4	3	
4	3	
5	3	
5	5	
5	5	
5	4	
5	0	
70	43	

ing Coordinator

Proposal Review Bid Sheet - Business Servi

Contractor Evaluation Scoring Sheet (Total Points: 100)

Experience and Qualifications (Maximum Points: 10)

Expertise in the type of project (0-5 points)

Insurance coverage (0-5 points)

Cost Proposal (Maximum Points: 20)

Overall project cost (0-15 points)

Clarity and completeness of the cost breakdown (0-5 points)

Project Schedule and Timeline (Maximum Points: 40)

Proposed project schedule (0-10 points)

Realistic timeline for project completion (0-5 points)

Checklists, reporting, and maintenance (0-10 points)

Onboarding, training (public and intra-City) (0-10 points)

Overall usability of product (0-5 points)

Pricing (10 points)

Transparency in pricing, including potential change orders (0-5 points)

Discounting (5 points)

Prior Experience and Project Examples (20 points)

Past projects similar in scope and size (0-5 points)

Portfolio of successfully completed projects (0-5 points)

Demonstrated ability to address project challenges effectively (0-5 points)

Commitment to diversity, equity, and inclusion (0-5 points)

Total -- All Evaluation Points

Reviewer Name: Tyler Bailey

Total Average

ces CRM		
Company		Notes/Comments
Qwally	Tyler	
4	3	
3	4	
6	5	
5	3	
9	0	
5	0	
6	4	
9	2	
4	1	
5	5	
3	0	
5	2	
5	3	
5	4	
5	0	
79	36	

Title: Deputy Director, Business Services

City of Flint, Michigan
Qwally Business Engagement Suite Software License
AGREEMENT

THIS AGREEMENT (this "Agreement") made and entered into this _____ (the "Effective Date"), by and between the CITY OF FLINT, MICHIGAN, by its Mayor, (hereinafter "Client") and Qwally, Inc., (hereinafter "Contractor"), a for profit company organized under the laws of the State of Delaware.

WHEREAS, the Client desires an interactive CRM software solution to support businesses.

WHEREAS, the Client has determined that Contractor's software product is uniquely and best qualified, and most cost advantageous to the Client, and Contractor has agreed to provide such.

WITNESSETH, that this Contractor and the Client, for the considerations stated herein, agree as follows:

ARTICLE 1. Scope of the Work: Term. The description, location, frequency and lump sum cost or unit price of the Services are as set out in **Exhibit A** (Statement of Work), which are attached to this Agreement and incorporated by reference herein. The term of this Agreement shall begin on the Effective Date and shall continue for 3-year (the "Initial Term") and automatically renew for additional one-year terms (each, a "Renewal Term"), unless either party requests termination in writing at least thirty (30) days prior to the end of the then-current term.

ARTICLE 2. Software License: Contractor hereby grants the Client a nonexclusive license to use the Software (hereinafter "Software as a Service", or "SaaS") for its internal business purposes, provided the Client complies with the other restrictions set forth in this Agreement. Copies of the SaaS created or transferred pursuant to this Agreement are licensed, not sold, and the Client receives no right, title, or interest in the SaaS or any copy thereof, except as expressly provided herein. Without limiting the generality of the foregoing, The Client shall not: (a) modify, create derivative works from, distribute, publicly display, publicly perform, or sub-license the SaaS; (b) use the SaaS for service bureau or time-sharing purposes or in any other way allow third parties to exploit the SaaS; or (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive any of the SaaS's source code or underlying ideas, algorithms, or organization of any SaaS. The contractor shall provide such services ("Services") as are required by any statement of work ("Statement of Work", or "SoW") in the form attached hereto as **Exhibit A** (Statement of Work). In the event of any conflict with a Statement of Work, the terms of the Statement of Work shall govern, but only to the extent such Statement of Work expressly overrides this Agreement. The Client and the Contractor may amend this Agreement from time to time by adding additional, mutually executed SoW's to this Agreement.

ARTICLE 3. Intellectual Property: The Client acknowledges and agrees that Contractor owns and will continue to own all right, title and interest, including, without limitation, all intellectual property rights in and to any proprietary SaaS and documentation provided hereunder, including, any improvements, derivative works, upgrades, updates, error or bug fixes to such SaaS and documentation provided to the Client in connection with this Agreement (the "SaaS"). The Client further acknowledges and agrees that the Client will have only the right to use the SaaS as set forth on **Exhibit B**, attached hereto and incorporated by reference. The Client will not, directly or indirectly: (a) reverse engineer, decompile, disassemble or otherwise attempt to

discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any SaaS; (b) modify, translate, or create derivative works based on the Services or any SaaS (except to the extent expressly permitted by Contractor or authorized within the Services); (c) use the Services or any SaaS for timesharing or service bureau purposes or otherwise for the benefit of a third; or (d) remove any proprietary notices or labels from the Services or SaaS.

ARTICLE 4. Services and Support: Subject to the terms of this Agreement, Contractor will use commercially reasonable efforts to provide Client the Services in accordance with the Service Level Agreement.

ARTICLE 5. Payment and Invoicing. The Client agrees to purchase an annual license for the sum of \$150,000 and a one-time onboarding cost of \$50,000. The Client and Contractor will enter into a 3-year agreement ("Initial Term") to purchase the license. After the term, a 5% increase may be applied annually to the base annual license unless otherwise negotiated. The Contractor will invoice the Client annually for the entire annual license amount on the contract signed date. All payments are due within 30 days of the invoice date.

ARTICLE 6. Data Ownership Interest. The Client retains ownership of the data collected and stored by Contractor in performance of this Agreement. Contractor agrees to provide Client, in a recoverable and transferable method, such data when requested or upon termination of this Agreement. The Client retains ownership of any pre-existing proprietary Client information and data that may be provided to Contractor. Notwithstanding the foregoing, Client grants Contractor a non-exclusive, transferable, perpetual, worldwide, and royalty-free license to use any data or information submitted by Client to Contractor (the "Data") for the development of the SaaS or the provision of the SaaS and agrees that Contractor shall retain all right, title and interest in any aggregated and de-identified Data. Contractor may not use Client branding or imply Client endorsement of Contractor's product or experience without the express written consent of the Client Council.

ARTICLE 7. Information and Materials: The Client agrees to make available to Contractor any policies, documents, planning materials pertinent Client data, or any other information in its possession or otherwise readily available, that has a direct bearing on the preparation of the Statement of Work.

ARTICLE 8. Review and Approval: The Client shall, in a timely manner, review and approve all content before it is posted to the site. During the configuration and operation of the SaaS, the Contractor shall submit content for Client review, and the Client shall provide timely review, comments, and approval of such content. The Client shall designate a point of contact for review of process flows, content, wireframes, and other components of the Statement of Work that may be viewed by external parties. The Client agrees that time is of the essence in this Agreement, and any delays in connection with the Client's obligations hereunder may impair the Contractor's ability to provide the Services.

ARTICLE 9. Cooperative Competitive Sourcing: Client acknowledges and agrees with Contractor that Client's selection of Contractor may be acknowledged and used by other entities to replace their respective competitive procurement selection processes for Request for Proposal (RFP) and Request for Qualifications (RFQ) purposes such that other government entities may contract with Contractor for the same or substantially similar product(s) or service(s) without undergoing a separate competitive procurement selection process. Terms, conditions, and prices of the contract executed with Contractor may be used by other entities to

contract with Contractor for the same or substantially similar product(s) or service(s) under either the same or a separate contract.

ARTICLE 10. Insurance: For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, Liability Insurance coverage in compliance with Exhibit E of Flint, MI's CUSTOMER RESOURCE MANAGEMENT SOFTWARE RPF, PROPOSAL NO. 24000523.

ARTICLE 11. Breach of Contract: In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, if Contractor fails to cure such breach within thirty (30) days of written notice from the Client of such breach, the Client has the right to terminate the Agreement without any liability. In the event of any breach or apparent breach of this Agreement by the Client of any of its obligations under the terms of this Agreement, the Contractor has the right to suspend or terminate Client's access to the SaaS. If the Client fails to cure such breach within thirty (30) days of written notice from Contractor, the Contractor has the right to terminate the Agreement.

ARTICLE 12. Data Privacy and Security: Contractor shall exercise commercially reasonable efforts to prevent unauthorized exposure or disclosure of Client Data. The Contractor shall safeguard the confidentiality, integrity and availability of Client Information and comply with the following conditions:

The Contractor shall implement and maintain appropriate administrative and technical security measures to safeguard against unauthorized access, Data Breach, Exfiltration, disclosure or theft of Personal Data and Non-Public Data while providing services during the term of this Agreement. Such security measures shall include and not be limited to the prompt availability to and application of security-relevant Software upgrades, patches, service-packs, and hot fixes and be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and Non-Public Data of similar kind.

All Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the personal data. Unless otherwise stipulated, the Contractor shall encrypt all Non-Public Data at Rest and Data in Transit. The Client shall identify data it deems as Non-Public Data to the Contractor. The level of protection and encryption for all Non-Public Data shall be identified and made a part of this Agreement.

At no time shall any Client Data be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the Client. The Contractor shall not use any Client Data collected in connection with the services performed under this Agreement for any purpose other than fulfilling those services.

ARTICLE 13. Additional Contract Provisions Required for Federal Awards: Client may apply federal grant funds towards payment of Contractor. The additional contract clause provisions required by Appendix II to 2 CFR Part 200.

ARTICLE 14. Entire Agreement: This Agreement, including the Exhibits hereto and any SoWs, is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

ARTICLE 15. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Michigan, and the venue for any actions arising out of this Agreement shall be in Genesee County, Michigan. Both parties agree to waive any right to have a jury participate in the resolution of the dispute or claim, whether sounding in contract, tort or otherwise, between any of the parties or any of their respective affiliates arising out of, connected with, related to or incidental to this Agreement to the fullest extent permitted by law.

ARTICLE 16. Licenses, permits, etc.: Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to perform its obligations under this Agreement.

ARTICLE 17. No Agency Relationship Created: Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the Client but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as Client may from time to time request, to indicate that it is an independent contractor. Client does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

ARTICLE 18. Nondiscrimination: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination.

ARTICLE 19. Limitation of Liability: Contractor's liability to the Client or any indemnitees in the aggregate for any claim arising under or otherwise related to this Agreement shall be limited to the amounts paid to Contractor relating to such claim in the twelve months preceding such claim under this Agreement, as such may be amended from time to time. Contractor shall not be liable to the Client for any special, punitive, indirect, incidental, or consequential damages of any nature.

ARTICLE 20. Assertion of Rights: Failure by either party to assert a right or remedy shall not be construed as a waiver of that right or remedy, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing. No waiver of any provision of this Agreement shall be of any force or effect, unless such waiver is in writing, expressly stating to be a waiver of a specified provision of this Agreement and is signed by the party to be bound thereby. In addition, no waiver by either party hereto of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition and shall not in any way limit or waive that party's right thereafter to enforce or compel strict compliance with this Agreement or any portion or provision or right under this Agreement.

ARTICLE 21. Notices. Notice for the Client shall be mailed to:
City of Flint, Michigan
Attn: Deputy Director of Business Services
1101 Saginaw St,
Flint, MI 48502

Or Emailed to Tyler Bailey at tbailey@cityofflint.com

Notices to Contractor shall be mailed to:
Qwally, Inc.

419 Grand Court
Golden, CO 80401

Or emailed to Christopher Offensend at chris@qwal.ly

ARTICLE 22. Warranty: Contractor warrants to Client that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the Services are performed so as to ensure that all Services performed are correct and appropriate for the purposes contemplated in this Agreement.

ARTICLE 23. Disclaimer of Warranties: This disclaimer of warranties or conditions, either express or implied, shall not contradict the aforementioned Article 12 of this Agreement concerning data privacy and security. It is understood that the Contractor shall use and exercise industry standards and commercially reasonable efforts to ensure adequate privacy and security protection for the SaaS users. The language below shall be construed to mean events that are outside the control, or so extreme in nature that the Contractor and its use of said industry standards and commercially reasonable efforts to provide adequate privacy and security protection would be sufficient but for such outside controlling or extreme events.

CONTRACTOR DOES NOT REPRESENT THAT THE CLIENT'S USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR FREE, OR THAT THE SERVICE WILL MEET CLIENT REQUIREMENTS OR THAT ALL ERRORS IN THE SERVICE AND/OR DOCUMENTATION WILL BE CORRECTED OR THAT THE SYSTEM THAT MAKES THE SERVICE AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THE SERVICE WILL OPERATE IN COMBINATION WITH OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY CONTRACTOR OR THE OPERATION OF THE SERVICES WILL BE SECURE OR THAT CONTRACTOR AND ITS THIRD PARTY VENDORS WILL BE ABLE TO PREVENT THIRD PARTIES FROM ACCESSING DATA OR Client CONFIDENTIAL INFORMATION, OR ANY ERRORS WILL BE CORRECTED OR ANY STORED DATA WILL BE ACCURATE OR RELIABLE. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE SERVICE IS PROVIDED TO THE Client ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IS FOR COMMERCIAL USE ONLY. THE Client ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICE OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR THE CLIENT'S PURPOSE.

ARTICLE 24. Amendments: The Client may, from time to time, require changes in the Statement of Work to be performed hereunder. Such changes, including any increase or decrease in the compensation due to the Contractor, which are mutually agreed upon by and between the parties, shall be incorporated in written amendments to this agreement.

ARTICLE 25. Indemnification: To the fullest extent permitted by law, Contractor agrees to indemnify and hold harmless the Client, its Board members, officials, officers, agents, employees, and volunteers (separately and collectively referred to in this paragraph as "Indemnitee") from and against all claims, damages losses and expenses (including but not limited to attorney's fees) arising out of or resulting from any negligent act, error or omission, intentional tort or willful misconduct, intellectual property infringement or breach of contract including failure to pay a sub-contractor, or supplier occurring in the course of performance of

professional services pursuant to this Agreement by Contractor, its employees, sub-contractors, or others for whom Contractor may be legally liable ("Contractor Parties"), but only to the extent caused in whole or in part by the Contractor Parties.

IF THE CLAIMS, ETC. ARE CAUSED IN PART BY CONTRACTOR PARTIES, AND ALSO IN PART BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OR ALL OF THE INDEMNITEES OR ANY OTHER THIRD PARTY, THEN CONTRACTOR SHALL ONLY INDEMNIFY ON A COMPARATIVE BASIS, AND ONLY FOR THE AMOUNT FOR WHICH CONTRACTOR PARTIES ARE FOUND LIABLE AND NOT FOR ANY AMOUNT FOR WHICH ANY OR ALL INDEMNITEES OR OTHER THIRD PARTIES ARE LIABLE.

It is mutually understood and agreed that the indemnification provided for in this section shall indefinitely survive any expiration, completion or termination of this Agreement.

ARTICLE 26. Miscellaneous Provisions:

a. This Agreement and all rights and obligations contained herein may not be assigned by Consultant without the prior written approval of the Client. However, Contractor shall have the right to employ such assistance as may be required for the performance of the project, including the use of subcontractors, which employment shall not be deemed an assignment of the Contractor's rights and duties hereunder.

b. In the event of litigation enforcing or interpreting the terms of this Agreement, the Client shall be entitled an award of reasonable attorney fees and all costs of suit, including expert witness fees, court reporter fees and similar litigation expenses. Nothing in this section shall be deemed a waiver of any constitutional or statutory protections afforded to municipal governments under Michigan law.

c. To the extent permitted by State law, no public official or employee shall be personally responsible for any liability arising under or growing out of this Agreement.

d. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

e. This Agreement and the rights, obligations and liabilities created hereunder shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors, and assigns of each of the parties hereto, but no rights, obligations, or liabilities hereunder shall be assignable or delegable by Contractor without the prior written consent of the Client. Client may assign or delegate the rights, obligations, or liabilities created hereunder to its successor in interest without the consent of Contractor.

f. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

g. All obligations by either party which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature

or within one year of termination, provided however that any obligations regarding protecting confidential information shall continue in perpetuity.

h. The terms, provisions, representations, and warranties contained in this Agreement that by their sense and context are intended to survive the performance thereof by either or both parties hereunder shall so survive the completion of performances and termination of this Agreement, including the making of any and all payments due hereunder.

i. This Agreement has been jointly negotiated by the parties and shall not be construed against a party because that party may have primarily assumed responsibility for the drafting of this Agreement.

ARTICLE 27. Signatures:

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seal; the Mayor of the City of Flint, MI, acting under and by virtue of such office and with full authority, and the Contractor by such duly authorized officers or individuals as may be required by law.

[signature page follows]

CONTRACTOR,

_____, its _____ (title)
On behalf of Contractor

_____ Date

CLIENT,

_____, its _____ (title)
On behalf of Client

_____ Date

EXHIBIT A - SCOPE OF WORK

Qwally is pleased to present the proposal for the software solution requested by the City of Flint, MI ("Client" or "City"). This project aims to assist the client in accelerating its work with its business community, providing tools that break down barriers, simplify administrative work, and provide valuable insights about the client's entrepreneurial and business communities. This scope will focus on establishing a one stop shop and CRM solution that minimize hurdles to business formation, growth, and compliance. Qwally will leverage its expertise in software development and community development to deliver a user-friendly platform that streamlines engagement, making it easier for businesses and client staff to successfully work together.

This submittal covers all project goals and proposed deliverables. If you or any other decision-makers have additional questions or require extra documents - such as a more detailed design proposal - please don't hesitate to contact us using the information below. We look forward to presenting this proposal in more detail if selected as a finalist.

Solution Outline

We will provide the following software type to the client: ***Business One Stop Shop and Customer Resource Management (CRM) Solution.***

This software package includes the following features that are of particular relevance to the City:

- A **public-facing website** that establishes a single place for businesses to find answers while streamlining information and resources for relevant workflows including starting a business, business licensing, zoning, permitting, and more.
 - Up to **7 guides**, including step-by-step instructions for starting a business, licensing, zoning, permitting, building safety & inspections, community services, and property disposition.
 - **1 resource directory**, listing valuable programs and resources available to the business community, helping businesses find capital, training, and more.
- Up to **10,000 business profiles** for entrepreneurs and business owners to track their work with the City including workflow checklists, applications, resources, and more.
 - Up to **8 checklists**, with detailed, customized step-by-step instructions and relevant resources for each business that creates a profile.
 - Up to 40 digital **applications**, including those for licensing, zoning, permitting, property disposition, and more.
 - Up to 30 applications with **secure document upload and submittal**, for streamlined intake of complex applications.
- Up to **35 administrative (CRM) dashboard accounts** for City staff to track their work with businesses, including messaging, referrals, application management, data dashboards, and more.
 - **Business profile management** for viewing business information, checklists, resources, and more.
 - **Application management tools** for streamlined application approval, resubmittal, and denial.
 - **Data dashboards**, including those for website traffic and customer analytics, for tracking trends in departmental business services.

In this proposal, we also include services for onboarding, training, launch, maintenance, and ongoing customer success, including quarterly partnership reviews to ensure client results.

Itemized List of Deliverables

The following is the complete list of itemized deliverables for this proposal, alongside a short description and quantity of said deliverable.

SKU	Product	Description	Quan.	
1.00	Website	A Client-branded, online, mobile-friendly, accessible site for businesses.	1	
2.00	Guides	A comprehensive, user-friendly resource offering step-by-step instructions, technical assistance, resources, and best practices to help businesses navigate internal processes. Available on the website.	Up to 7	
3.00	Directory	Resources	A curated, organized collection of searchable and filterable information that lists and categorizes relevant descriptions, links, contact information, and more about resources for businesses. Available on the website.	1
10.00	Account	Business Profile	A personalized, secure space on the website that allows businesses to access and manage their profile, checklists, and forms by logging in with their unique credentials.	Up to 10,000
11.00	Checklists		A curated, user-friendly checklist offering customized step-by-step instructions, technical assistance, resources, and best practices to help businesses navigate how to start a business. Available in the business account.	Up to 8
12.01	Intake	New Customer	A digital document that collects information required from the user to complete a new customer intake and account creation. After a form is completed, a ticket is generated in the Dashboard for further review or action.	1
12.02	Intake	New Checklist	A digital document that collects information required from the user to complete a new customer intake and checklist creation. After	Up to 8

			a form is completed, a ticket is generated in the Dashboard for further review or action.	
12.09	Intake	Contact	A digital document that collects information required from the user to complete to contact an administrative user. After a form is completed, a ticket is generated in the Dashboard for further review or action.	1
13.00	Applications		The total number of digital applications.	Up to 40
13.01	Applications	Documents	The number of applications that require document management including: <ul style="list-style-type: none"> • Secure document upload • Document approval 	Up to 30
13.10	Applications	General Request / Ask A Question	The number of applications that collect information required from the user to complete a new general request or ask a question. After a form is completed, a ticket is generated in the Dashboard for further review or action.	1
20.00	Dashboard		A customer-branded, online, accessible suite of administrative tools for Client.	1
21.00	Dashboard	Home Page	A set of administrative tools within the "Home" page on the Dashboard for reviewing tickets and responding to business needs. Administrative tools include the ability to view request, respond to customers, make referrals, take notes, and track log interactions.	1
21.10	Dashboard	Business Profiles	A set of administrative tools within the "Customer" page on the Dashboard for reviewing tickets and responding to business needs specific to new customer intake. Administrative tools include the ability to view request, respond to customers, make referrals, take notes, and track logged interactions.	1
21.30	Dashboard	Application Page	A set of administrative tools within the "Customer" page on the Dashboard for reviewing tickets and responding to business needs specific to an application.	1

			Administrative tools include the ability to view request, respond to customers, make referrals, take notes, and track logged interactions.	
25.00	Data Dashboard	Traffic Analytics	A dashboard of key traffic metrics including the number of website visitors and other site analytics.	1
25.10	Data Dashboard	Customer Analytics	A dashboard of key customer analytics, including business demographics and other customer analytics.	1
25.20	Data Dashboard	Application Analytics	A dashboard of key customer analytics including applications started, completed and other customer analytics.	1
30.00	Dashboard	Administrator Accounts	A personalized, secure access point to the Dashboard.	Up to 35
50.01	General Services	Customer Success Management	Assignment of Customer Success Manager, Quarterly Partnership Review, and other general customer services.	Included
50.10	Onboarding	Implementation	The services provided to set up and train Client on Qwally products.	314 hours
50.11	Onboarding	Launch	The services provided to assist in launch of Qwally products.	15 hours
50.20	Integrations	Website Domain	The services provided to connect Qwally product to Client website domain and other related tech support.	5 hours

Roles and Responsibilities

To ensure the successful delivery and success of the software solution, the following roles and responsibilities are anticipated for Qwally and the Client during onboarding and throughout the lifetime of the contract.

Qwally

Role	Responsibilities	People
Project Manager	<ul style="list-style-type: none"> Manage client onboard. 	Sam Morris (he/him)

	<ul style="list-style-type: none"> • Manage the project timeline, set deadlines, and monitor progress. • Manage the relationship between the Client and Qwally's development team throughout onboarding. • Solve issues that arise during the onboarding. • Train client stakeholders on project deliverables. • Evaluate project performance. 	<p>sam@qwal.ly</p>
Content Manager	<ul style="list-style-type: none"> • Conduct project discovery and research. • Develop site content and other artifacts required during onboarding. • Assure quality of content. • Reports to the project manager. 	<p>Lead Chris Offensend (he/him) chris@qwal.ly</p> <p>Sam Morris (he/him) sam@qwal.ly Brandon Gumm (he/him) brandon@qwal.ly</p>
Developer	<ul style="list-style-type: none"> • Evaluate project scope and user feedback. • Manage and develop the configuration and deployment of the deliverables. • Troubleshoot and deploy solutions to issues that arise during the project. • Create and manage technical documentation of deliverables. • Interface with Client IT staff. • Reports to the project manager. 	<p>Lead Will Neal (he/him) will@qwal.ly</p> <p>Stas Grozny (he/him) stas@qwal.ly Ed Saldivar (he/him) ed@qwal.ly Emily Gabbard (she/her) emily@qwal.ly</p>
Customer Success Manager	<ul style="list-style-type: none"> • Manage the relationship with the Client after onboarding. • Provide ongoing training and support to the Client. • Evaluate the performance of the partnership. • Ensure client satisfaction. 	<p>Sam Morris (he/him) sam@qwal.ly</p>

Client

Role	Responsibilities	People
------	------------------	--------

Project Coordinator	<ul style="list-style-type: none"> ● The primary point of contact during the project timeline. ● Ensure internal success and adherence to the project timeline. ● Solve issues that arise during the project timeline. ● Evaluate project performance. ● Ensure internal adoption of the deliverables. 	Tyler Bailey (he/him) tbailey@cityofflint.com
Subject Matter Experts	<ul style="list-style-type: none"> ● Assist project team in discovery and research with documentation and support regarding site content creation and other deliverables relevant to the subject matter. ● Ensure content adheres to internal policies and procedures. 	Max Lester (they/them) mlester@cityofflint.com Zoning Tyler Bailey (he/him) tbailey@cityofflint.com Licensing, Zoning Emily Doerr (she/her) edoerr@cityofflint.com Property Disposition Ashly Harris (she/her) aharris@cityofflint.com Community Services Jack Hippe (he/him) jhippe@cityofflint.com Building Safety & Inspections
Information Technology Lead	<ul style="list-style-type: none"> ● Assists Qwally with website integration. ● Assists project team with technical expertise. 	TBD
Communications Lead	<ul style="list-style-type: none"> ● Responsible for launch strategy and materials with Qwally's assistance. 	Caitie O'Neill (she/her) coneill@cityofflint.com
Dashboard Users	<ul style="list-style-type: none"> ● Client staff requiring training in the finished product after launch. 	TBD

Onboarding Timeline

We propose a timeline for onboarding and launch consisting of two main phases. The first will focus on initial site launch with support for Zoning and Licensing applications. The second will focus on launching applications for Building Safety and Inspections, Property Disposition, and Community Development. We recommend a public launch after Phase 1. Note that this proposed timeline is preliminary and may be subject to change due to changes in client

priorities, client turnover, lack of client engagement, or other factors. Please contact Brandon Gumm at brandon@qwal.ly if you have further questions.

Phase 1 Initial site launch with guides, checklists, and zoning and licensing applications

- Month 1 Kickoff, project discovery, application discovery, website discovery, guide discovery, resource discovery
- Month 2 Webside development, guide discovery, resource development, application discovery, dashboard discovery
- Month 3 Website development, guide development, application development, resource development, dashboard development, it coordination
- Month 4 Quality assurance, soft/internal launch, product training, prepare launch support
- Month 5 Full/public launch, launch support, data dashboard development
- Month 6 Finalize data dashboard development and launch, onboarding complete, customer success starts

Phase 2 Prepare and launch applications for building safety and inspections, and property disposition

- Month 7 Phase 2 kickoff, project discovery, dashboard discovery, application discovery
- Month 8 Dashboard development, application discovery
- Month 9 Application discovery, dashboard development, quality assurance
- Month 10 Launch, product training, launch support
- Month 11 Data dashboard updates

Detailed Summary Of Pricing

This detailed summary of pricing includes the base annual license with the configuration described in the Scope of Work, and the total hours of onboarding at \$150.00 per hour.

We have provided the following investment options:

- 3-year option (10% discount).

We have also added the Innovators In State discount (10% discount), our way of recognizing innovative organizations in their State that are among the first to adopt Qwally's solutions for their business communities.

Future expansions and changes in scope may alter the annual investment. An invoice will be sent to the client on the contract signed date. Payment is due within 30 days of the invoice date.

Please contact Brandon Gumm at brandon@qwal.ly with any questions.

SKU	Product Name	Sub-Product Name	Quantity (Q)	Price Per Q	Annual Price	Onboard Hours
1.00	Website		1	\$15,000	\$15,000	10
2.00	Guides		7	\$1,000	\$7,000	49
3.00	Directory	Resources	1	\$10,000	\$10,000	20
10.00	Account	Business Profile	<10,000	\$1 (Package)	\$10,000	5
11.00	Checklists		8	\$2,000	\$16,000	40
12.01	Intake	New Customer	1	\$1,000	\$1,000	5
12.02	Intake	New Checklist	8	\$1,000	\$8,000	16
12.09	Intake	Contact	1	\$1,000	\$1,000	2
13.00	Applications		40	\$1,000	\$40,000	80
13.01	Applications	Documents	35	\$1,000	\$30,000	20

SKU	Product Name	Sub-Product Name	Quantity (Q)	Price Per Q	Annual Price	Onboard Hours
13.10	Applications	General Request / Ask A Question	1	\$1,000	\$1,000	1
20.00	Dashboard		1	\$5,000	\$5,000	2
21.00	Dashboard	Home Page	1	\$1,000	\$1,000	2
21.10	Dashboard	Business Profiles	1	\$1,000	\$1,000	2
21.30	Dashboard	Application Page	1	\$5,000	\$5,000	10
25.00	Data Dashboard	Traffic Analytics	1	\$2,000	\$2,000	5
25.10	Data Dashboard	Customer Analytics	1	\$10,000	\$10,000	20
25.20	Data Dashboard	Application Analytics	1	\$10,000	\$10,000	20
30.00	Dashboard	Administrator Accounts	30	\$500 (Package)	\$15,000	5
50.01	General Services	Customer Success Management	Included	N/A	N/A	N/A
50.11	Onboarding	Launch	1			15
50.20	Integrations	Website Domain	1			5
TOTALS					\$188,000	334

3-Year Option

	Year 1	Year 2	Year 3
Base Annual License	\$188,000	\$188,000	\$188,000
3-year Discount	-10%	-10%	-10%
Innovators In State Discount	-10%	-10%	-10%
Discounted Annual License	\$150,000	\$150,000	\$150,000
Onboarding	\$50,000	N/A	N/A
Final Annual Price	\$200,000	\$150,000	\$150,000

EXHIBIT B - SERVICE LEVEL AGREEMENT

1. Uptime Commitment.

The Licensor Service shall be available to Customer 99.5% of each calendar month commencing with the first full calendar month following the date of acceptance of the Licensor Service by Customer (**Uptime**). Availability shall be calculated by subtracting the cumulative minutes of Downtime (as defined below) in a month from the total number of minutes in the applicable month, and representing the remaining minutes as a percentage of the total number of minutes in that month: $((\text{total monthly minutes} - \text{cumulative minutes of Downtime}) / \text{total monthly minutes})$. Licensor currently uses standard and customary monitoring tools to track Uptime.

2. Calculation of Downtime.

Downtime Events. Subject to any applicable exclusions described below, the following shall be events that qualify as **Downtime**: html web pages hosted by Licensor that are used by Customer access and control the Licensor Service are not accessible to Licensor's standard and customary monitoring tools over 4 successive polling attempts.

Exclusions. Scheduled maintenance resulting in Downtime Events shall not be included in the calculation of Downtime. All scheduled maintenance shall be conducted between the hours of 21:00 (EST) and 06:00 (EST) and conducted after supplying Customer with at least 2 days advance notice; provided, however, that notice shall not be required for scheduled maintenance conducted during those times on Tuesdays and Thursdays. To the extent that Licensor otherwise conducts maintenance on the Licensor Service without Customer's consent, then such Downtime Events shall be included in the calculation of Downtime. In addition, where any of the following is a cause of a Downtime Event, then the duration of such Downtime Event shall not be included in the calculation of Downtime: (i) Customer's acts other than in accordance with the applicable Licensor Service agreement, including without limitation, any negligence, willful misconduct or use of the Licensor Service in breach of such agreement; or (ii) Force Majeure - circumstances beyond Licensor's reasonable control, including without limitation, acts of any governmental body, war, insurrection, sabotage, terrorism, embargo, fire, flood, strike or other labor disturbance, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software or inability to obtain supplies used in or equipment needed for provision of the Licensor Service.

3. Support.

Licensor will provide manned telephone support 08:00 to 17:00 (EST), Monday through Friday and use best efforts to meet the following initial response and resolution goals.

❖ ATTACHMENT B - QWALLY COMMITMENT TO EXCEL



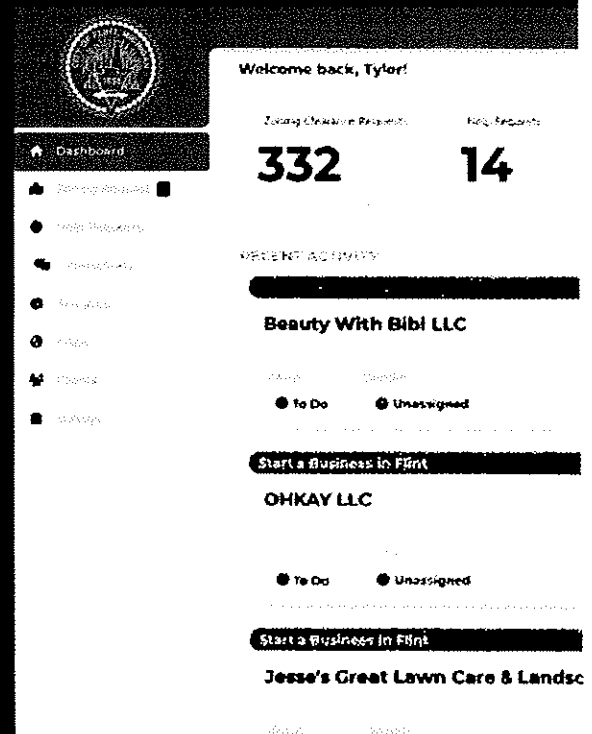
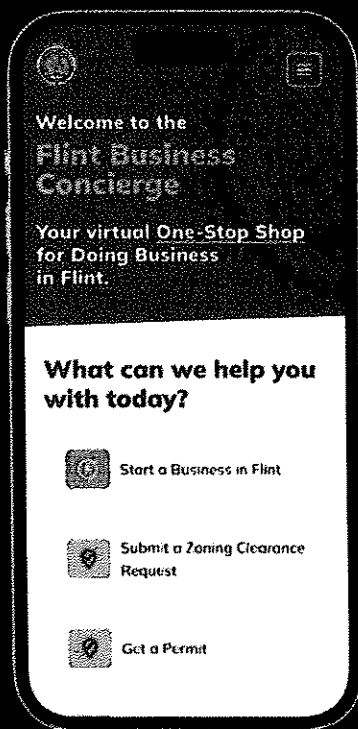
Business Support Solutions

RFP Response to Proposal No. 24000523

Customer Resource Management Software

Prepared for
Purchasing Committee, City of Flint

Prepared by
Brandon Gumm, Vice President of Revenue, Qwally
Chris Offensend, Founder & CEO, Qwally



Contents

- ❖ COVER LETTER..... 2
- ❖ EXHIBIT A - SUBMITTAL WITH DETAILED SUMMARY OF PRICING.....4
- ❖ EXHIBIT B - QUALIFICATIONS AND LICENSES REQUIREMENTS..... 15
- ❖ EXHIBIT C - DISCLOSURE OF SUPPLIER RESPONSIBILITY STATEMENT..... 16
- ❖ EXHIBIT D - LIST OF REFERENCES..... 17
- ❖ EXHIBIT E - CERTIFICATE OF INSURANCE..... 18
- ❖ EXHIBIT F - NON-BIDDERS RESPONSE..... 19
- ❖ EXHIBIT G - CITY OF FLINT AFFIDAVIT.....20
- ❖ ATTACHMENT A - SAMPLE CONTRACT.....21
- ❖ ATTACHMENT B - QWALLY COMMITMENT TO EXCELLENT CUSTOMER SUCCESS
MANAGEMENT..... 30
- ❖ ATTACHMENT C - QWALLY COMMITMENT TO ACCESSIBILITY..... 31
- ❖ ATTACHMENT D - QWALLY COMMITMENT TO INCLUSION..... 32
- ❖ ATTACHMENT E - ACKNOWLEDGEMENT OF ADDENDUM 01..... 33

❖ COVER LETTER

Brandon Gumm
Vice President of Revenue
Qwally, Inc.
419 Grand Court,
Golden, CO 80401
E: brandon@qwal.ly
C: (989) 954-0694



11/15/2023

The Procurement Committee
City of Flint
1101 S. Saginaw St.
Flint, MI, 48502

Subject: Submission for CRM Software Proposal – City of Flint

Dear Members of the Procurement Committee,

With a commitment to fostering a dynamic and supportive environment for the business community within the City of Flint, Qwally is excited to submit our proposal in response to the Request for Proposal (RFP) for the implementation of a comprehensive Customer Resource Management (CRM) system.

We have crafted our proposal with a keen understanding of Flint's objectives: to create a **digital concierge service** that not only simplifies the process of business support across various departments but also strengthens the communication within and between these departments to better serve the community. To accomplish these objectives, we are proposing our **One-Stop Shop and Customer Relationship Management (CRM) solution**. While Qwally's One-Stop Shop establishes a single, accessible location for all businesses in Flint to match to the information and resources they need, our CRM simplifies the intake and management of applications and business support. This solution will improve the City of Flint's customer satisfaction, shorten application wait times, and provide City staff with a quality product designed just for them.

Our goal is to equip City staff with the best municipal business support solution in the country. Qwally's software is already recognized as a model in the entrepreneurship and business support industries. Our work with Kansas City, MO's BizCare office is often cited as among the best municipal one-stop shops for businesses in the nation by advocacy organizations Institute for Justice and Right to Start. This proposal for Flint builds upon our success in helping local governments address the needs of their business community. This proposal also includes several considerations to the changing needs of the City as you scale and adapt to future staff hiring and changing City requirements.

Attached to this proposal are Qwally's commitments to **excellence in customer service**, **accessibility**, and **inclusion**. Throughout the RFP process, the City has expressed concerns of staff adoption, Flint's aging population, difficulty using digital tools, and considerations to

diversity and inclusion. We have heard your concerns and are excited to address each with this proposal and future work together. Qwally was founded to expand economic opportunity within communities by making government more accessible and easy to work with. To make that vision a reality, we have invested in the people and tools required to deliver accessible, easy to understand software for your staff and community. Our team at Qwally is ready to work right alongside you to ensure proper training, support, and accessibility tools are in place as well as an eagerness for diversity and inclusion.

Enclosed is our detailed proposal, which outlines the scope of our software solution, anticipated benefits, and a clear path forward to implementation. We have also included a diagram of the proposed solution, ***Qwally's Business One Stop Shop Software and CRM Solution***, here.



Thank you for considering our proposal. We are enthusiastic about the prospect of partnering with the City of Flint to achieve your strategic goals for business support and economic development.

In partnership,

Brandon Gumm
 Vice President of Revenue,
 Qwally

❖ EXHIBIT A - SUBMITTAL WITH DETAILED SUMMARY OF PRICING

Submittal

Introduction

Providing excellent support to your business community is a top priority for most elected officials, departmental leaders, and employees. We all want to see our local economies thrive with entrepreneurs and businesses finding the answers and resources they need to thrive. Yet, consistent business friendliness is hard to manage and maintain across departments and support ecosystems. The software you employ is essential to your long-term success in supporting your business community. A well-designed solution will not only help run day-to-day support, but also simplify complex information, drive administrative efficiency, and help you learn more about your business community than ever before.

At Qwally, we work with our clients to implement accessible solutions that generate clear ***business concierge services***. Our company is on a mission to help organizations like yours as you bring more opportunities to your growing entrepreneurial and business communities. We appreciate your interest in working with us. In this proposal, you'll learn about the precise ways we will help.

Executive Summary

The City of Flint is working hard to streamline and simplify its business support across its Planning, Zoning, Licensing, Building Safety and Inspection, Community Services, and Property Disposition practices. Today, information for supporting businesses is stored across multiple departmental website pages with few instructions for how it all fits together. Applications are started with little guidance. Most are fillable PDF forms with little management of required fields or information. Internally, applications are passed from desk to desk with little intake documentation or consistent processes toward approval or denial.

As such, the main goals of the City of Flint are to:

- Simplify information across multiple departmental functions into a comprehensive, digital, and widely accessible business platform.
- Match businesses to the information they need for starting their business, growing their business, and meeting departmental requirements (i.e. licensing, zoning, permitting).
- Enable inter-departmental communication and accountable business support across employee and managerial functions.
- Automate manual processes to improve efficiency and reduce the administrative burden of intake, engagement, and application management.
- Streamline and simplify the dozens of applications businesses must complete to perform work and stay compliant in the City.
- Provide intuitive dashboards with real-time insights, performance monitoring of applications and business support services.

We propose that implementing **Qwally's Business One Stop Shop Software and CRM Solution** outlined in this proposal will enable the City of Flint to achieve its desired outcomes, successfully navigate onboarding challenges, and ultimately deliver a world-class business support solution to its community.

The ongoing annual cost of this software is \$150,000 per year. The onboarding fee amounts to \$50,000.

- The point of contact for this proposal is Brandon Gumm, available at brandon@qwal.ly

Proposed Scope of Work

Qwally is pleased to present the proposal for the software solution requested by the City of Flint, MI ("Client" or "City"). This project aims to assist the client in accelerating its work with its business community, providing tools that break down barriers, simplify administrative work, and provide valuable insights about the client's entrepreneurial and business communities. This scope will focus on establishing a one stop shop and CRM solution that minimize hurdles to business formation, growth, and compliance. Qwally will leverage its expertise in software development and community development to deliver a user-friendly platform that streamlines engagement, making it easier for businesses and client staff to successfully work together.

This submittal covers all project goals and proposed deliverables. If you or any other decision-makers have additional questions or require extra documents - such as a more detailed design proposal - please don't hesitate to contact us using the information below. We look forward to presenting this proposal in more detail if selected as a finalist.

Solution Outline

We will provide the following software type to the client: **Business One Stop Shop and Customer Resource Management (CRM) Solution**.

This software package includes the following features that are of particular relevance to the City:

- A **public-facing website** that establishes a single place for businesses to find answers while streamlining information and resources for relevant workflows including starting a business, business licensing, zoning, permitting, and more.
 - Up to **7 guides**, including step-by-step instructions for starting a business, licensing, zoning, permitting, building safety & inspections, community services, and property disposition.
 - **1 resource directory**, listing valuable programs and resources available to the business community, helping businesses find capital, training, and more.
- Up to **10,000 business profiles** for entrepreneurs and business owners to track their work with the City including workflow checklists, applications, resources, and more.
 - Up to **8 checklists**, with detailed, customized step-by-step instructions and relevant resources for each business that creates a profile.
 - Up to **40 digital applications**, including those for licensing, zoning, permitting, property disposition, and more.

- Up to 30 applications with **secure document upload and submittal**, for streamlined intake of complex applications.
- Up to **35 administrative (CRM) dashboard accounts** for City staff to track their work with businesses, including messaging, referrals, application management, data dashboards, and more.
 - **Business profile management** for viewing business information, checklists, resources, and more.
 - **Application management tools** for streamlined application approval, resubmittal, and denial.
 - **Data dashboards**, including those for website traffic and customer analytics, for tracking trends in departmental business services.

In this proposal, we also include services for onboarding, training, launch, maintenance, and ongoing customer success, including quarterly partnership reviews to ensure client results.

Itemized List of Deliverables

The following is the complete list of itemized deliverables for this proposal, alongside a short description and quantity of said deliverable.

SKU	Product	Description	Quan.	
1.00	Website	A Client-branded, online, mobile-friendly, accessible site for businesses.	1	
2.00	Guides	A comprehensive, user-friendly resource offering step-by-step instructions, technical assistance, resources, and best practices to help businesses navigate internal processes. Available on the website.	Up to 7	
3.00	Directory	Resources	A curated, organized collection of searchable and filterable information that lists and categorizes relevant descriptions, links, contact information, and more about resources for businesses. Available on the website.	1
10.00	Account	Business Profile	A personalized, secure space on the website that allows businesses to access and manage their profile, checklists, and forms by logging in with their unique credentials.	Up to 10,000
11.00	Checklists		A curated, user-friendly checklist offering customized step-by-step instructions, technical assistance, resources, and best practices to help businesses navigate how to	Up to 8

			start a business. Available in the business account.	
12.01	Intake	New Customer	A digital document that collects information required from the user to complete a new customer intake and account creation. After a form is completed, a ticket is generated in the Dashboard for further review or action.	1
12.02	Intake	New Checklist	A digital document that collects information required from the user to complete a new customer intake and checklist creation. After a form is completed, a ticket is generated in the Dashboard for further review or action.	Up to 8
12.09	Intake	Contact	A digital document that collects information required from the user to complete to contact an administrative user. After a form is completed, a ticket is generated in the Dashboard for further review or action.	1
13.00	Applications		The total number of digital applications.	Up to 40
13.01	Applications	Documents	The number of applications that require document management including: <ul style="list-style-type: none"> • Secure document upload • Document approval 	Up to 30
13.10	Applications	General Request / Ask A Question	The number of applications that collect information required from the user to complete a new general request or ask a question. After a form is completed, a ticket is generated in the Dashboard for further review or action.	1
20.00	Dashboard		A customer-branded, online, accessible suite of administrative tools for Client.	1
21.00	Dashboard	Home Page	A set of administrative tools within the "Home" page on the Dashboard for reviewing tickets and responding to business needs. Administrative tools include the ability to view request, respond to customers, make referrals, take notes, and track log interactions.	1

21.10	Dashboard	Business Profiles	A set of administrative tools within the "Customer" page on the Dashboard for reviewing tickets and responding to business needs specific to new customer intake. Administrative tools include the ability to view request, respond to customers, make referrals, take notes, and track logged interactions.	1
21.30	Dashboard	Application Page	A set of administrative tools within the "Customer" page on the Dashboard for reviewing tickets and responding to business needs specific to an application. Administrative tools include the ability to view request, respond to customers, make referrals, take notes, and track logged interactions.	1
25.00	Data Dashboard	Traffic Analytics	A dashboard of key traffic metrics including the number of website visitors and other site analytics.	1
25.10	Data Dashboard	Customer Analytics	A dashboard of key customer analytics, including business demographics and other customer analytics.	1
25.20	Data Dashboard	Application Analytics	A dashboard of key customer analytics including applications started, completed and other customer analytics.	1
30.00	Dashboard	Administrator Accounts	A personalized, secure access point to the Dashboard.	Up to 35
50.01	General Services	Customer Success Management	Assignment of Customer Success Manager, Quarterly Partnership Review, and other general customer services.	Included
50.10	Onboarding	Implementation	The services provided to set up and train Client on Qwally products.	314 hours
50.11	Onboarding	Launch	The services provided to assist in launch of Qwally products.	15 hours
50.20	Integrations	Website Domain	The services provided to connect Qwally product to Client website domain and other related tech support.	5 hours

Roles and Responsibilities

To ensure the successful delivery and success of the software solution, the following roles and responsibilities are anticipated for Qwally and the Client during onboarding and throughout the lifetime of the contract.

Qwally

Role	Responsibilities	People
Project Manager	<ul style="list-style-type: none"> • Manage client onboard. • Manage the project timeline, set deadlines, and monitor progress. • Manage the relationship between the Client and Qwally's development team throughout onboarding. • Solve issues that arise during the onboarding. • Train client stakeholders on project deliverables. • Evaluate project performance. 	Sam Morris (he/him) sam@qwally.com
Content Manager	<ul style="list-style-type: none"> • Conduct project discovery and research. • Develop site content and other artifacts required during onboarding. • Assure quality of content. • Reports to the project manager. 	Lead Chris Offensend (he/him) chris@qwally.com Sam Morris (he/him) sam@qwally.com Brandon Gumm (he/him) brandon@qwally.com
Developer	<ul style="list-style-type: none"> • Evaluate project scope and user feedback. • Manage and develop the configuration and deployment of the deliverables. • Troubleshoot and deploy solutions to issues that arise during the project. • Create and manage technical documentation of deliverables. • Interface with Client IT staff. • Reports to the project manager. 	Lead Will Neal (he/him) will@qwally.com Stas Grozny (he/him) stas@qwally.com Ed Saldivar (he/him) ed@qwally.com Emily Gabbard (she/her) emily@qwally.com
Customer Success Manager	<ul style="list-style-type: none"> • Manage the relationship with the Client after onboarding. 	Sam Morris (he/him) sam@qwally.com

- Provide ongoing training and support to the Client.
- Evaluate the performance of the partnership.
- Ensure client satisfaction.

Client

Role	Responsibilities	People
Project Coordinator	<ul style="list-style-type: none"> • The primary point of contact during the project timeline. • Ensure internal success and adherence to the project timeline. • Solve issues that arise during the project timeline. • Evaluate project performance. • Ensure internal adoption of the deliverables. 	Tyler Bailey (he/him) tbailey@cityofflint.com
Subject Matter Experts	<ul style="list-style-type: none"> • Assist project team in discovery and research with documentation and support regarding site content creation and other deliverables relevant to the subject matter. • Ensure content adheres to internal policies and procedures. 	Max Lester (they/them) mlester@cityofflint.com Zoning Tyler Bailey (he/him) tbailey@cityofflint.com Licensing, Zoning Emily Doerr (she/her) edoerr@cityofflint.com Property Disposition Ashly Harris (she/her) aharris@cityofflint.com Community Services Jack Hippe (he/him) jhippe@cityofflint.com Building Safety & Inspections
Information Technology Lead	<ul style="list-style-type: none"> • Assists Qwally with website integration. • Assists project team with technical expertise. 	TBD
Communications Lead	<ul style="list-style-type: none"> • Responsible for launch strategy and materials with Qwally's assistance. 	Caitie O'Neill (she/her) coneill@cityofflint.com

Dashboard Users

- Client staff requiring training in the finished product after launch.

TBD

Onboarding Timeline

We propose a timeline for onboarding and launch consisting of two main phases. The first will focus on initial site launch with support for Zoning and Licensing applications. The second will focus on launching applications for Building Safety and Inspections, Property Disposition, and Community Development. We recommend a public launch after Phase 1. Note that this proposed timeline is preliminary and may be subject to change due to changes in client priorities, client turnover, lack of client engagement, or other factors. Please contact Brandon Gumm at brandon@qwal.ly if you have further questions.

Phase 1 Initial site launch with guides, checklists, and zoning and licensing applications

Month 1 Kickoff, project discovery, application discovery, website discovery, guide discovery, resource discovery

Month 2 Webservice development, guide discovery, resource development, application discovery, dashboard discovery

Month 3 Website development, guide development, application development, resource development, dashboard development, it coordination

Month 4 Quality assurance, soft/internal launch, product training, prepare launch support

Month 5 Full/public launch, launch support, data dashboard development

Month 6 Finalize data dashboard development and launch, onboarding complete, customer success starts

Phase 2 Prepare and launch applications for building safety and inspections, and property disposition

Month 7 Phase 2 kickoff, project discovery, dashboard discovery, application discovery

Month 8 Dashboard development, application discovery

- Month 9 Application discovery, dashboard development, quality assurance
- Month 10 Launch, product training, launch support
- Month 11 Data dashboard updates

Detailed Summary Of Pricing

This detailed summary of pricing includes the base annual license with the configuration described in the Scope of Work, and the total hours of onboarding at \$150.00 per hour.

We have provided the following investment options:

- 3-year option (10% discount).

We have also added the Innovators In State discount (10% discount), our way of recognizing innovative organizations in their State that are among the first to adopt Qwally's solutions for their business communities.

Future expansions and changes in scope may alter the annual investment. An invoice will be sent to the client on the contract signed date. Payment is due within 30 days of the invoice date.

Please contact Brandon Gumm at brandon@qwal.ly with any questions.

SKU	Product Name	Sub-Product Name	Quantity (Q)	Price Per Q	Annual Price	Onboard Hours
1.00	Website		1	\$15,000	\$15,000	10
2.00	Guides		7	\$1,000	\$7,000	49
3.00	Directory	Resources	1	\$10,000	\$10,000	20
10.00	Account	Business Profile	<10,000	\$1 (Package)	\$10,000	5
11.00	Checklists		8	\$2,000	\$16,000	40
12.01	Intake	New Customer	1	\$1,000	\$1,000	5

SKU	Product Name	Sub-Product Name	Quantity (Q)	Price Per Q	Annual Price	Onboard Hours
12.02	Intake	New Checklist	8	\$1,000	\$8,000	16
12.09	Intake	Contact	1	\$1,000	\$1,000	2
13.00	Applications		40	\$1,000	\$40,000	80
13.01	Applications	Documents	35	\$1,000	\$30,000	20
13.10	Applications	General Request / Ask A Question	1	\$1,000	\$1,000	1
20.00	Dashboard		1	\$5,000	\$5,000	2
21.00	Dashboard	Home Page	1	\$1,000	\$1,000	2
21.10	Dashboard	Business Profiles	1	\$1,000	\$1,000	2
21.30	Dashboard	Application Page	1	\$5,000	\$5,000	10
25.00	Data Dashboard	Traffic Analytics	1	\$2,000	\$2,000	5
25.10	Data Dashboard	Customer Analytics	1	\$10,000	\$10,000	20
25.20	Data Dashboard	Application Analytics	1	\$10,000	\$10,000	20
30.00	Dashboard	Administrator Accounts	30	\$500 (Package)	\$15,000	5
50.01	General Services	Customer Success Management	Included	N/A	N/A	N/A

SKU	Product Name	Sub-Product Name	Quantity (Q)	Annual Price Per Q	Annual Price	Onboard Hours
50.11	Onboarding	Launch	1			15
50.20	Integrations	Website Domain	1			5
TOTALS					\$188,000	334

3-Year Option

	Year 1	Year 2	Year 3
Base Annual License	\$188,000	\$188,000	\$188,000
3-year Discount	-10%	-10%	-10%
Innovators In State Discount	-10%	-10%	-10%
Discounted Annual License	\$150,000	\$150,000	\$150,000
Onboarding	\$50,000	N/A	N/A
Final Annual Price	\$200,000	\$150,000	\$150,000

❖ EXHIBIT B - QUALIFICATIONS AND LICENSES REQUIREMENTS

Please give a synopsis of your qualifications and experience with this service:

Qwally was founded in 2019 from the idea that it should be easier for governments to work with their business communities. That vision set us on the path to be at the forefront of delivering CRM solutions that are not only innovative and efficient but also tailored to the unique needs of public sector organizations. Here are a few examples of our work with noteworthy organizations across the United States as a demonstration of our qualifications to deliver for the City of Flint.

- A. Kansas City, MO BizCare One-Stop Shop
 - a. Description: This one-stop shop for the City of Kansas City, MO manages all incoming engagement into the BizCare Office, assisting thousands of entrepreneurs and business owners each year. Widely praised as one of the best examples of a business one-stop shop in the United States.
 - b. Link: <https://bizcare.kcmo.gov/>
 - c. Recognition:
 - i. Inc. Magazine // <https://bit.ly/3QtXkyu>
 - ii. Next City // <https://bit.ly/46QmqKl>
 - iii. The New Localism // <https://bit.ly/3StMbvF>
 - iv. Startland News // <https://bit.ly/3u8aN2J>
 - v. Institute for Justice // <https://bit.ly/3u9jo5h>

- B. Seattle Metropolitan Chamber of Commerce
 - a. Description: This business connector platform for the Seattle Metro Chamber is the organization's method for customer intake, resource matchmaking, and ongoing customer management.
 - b. Link: <https://communitybusinessconnector.com/>

- C. City of Mobile, AL One-Stop Shop
 - a. Description: This one-stop shop began as a solution for the City of Mobile to increase its spend with diverse and local businesses. It has expanded over time to include functions for business licensing, certifications, small business grant management, and more.
 - b. Link: <https://workwith.cityofmobile.org/>
 - c. Recognition:
 - i. <https://bloombergcities.jhu.edu/news/how-better-digital-services-can-build-trust-local-government>

Please list Licenses:

Qwally is fully licensed to do business in the State of Michigan. If the Procurement Committee requires any additional documentation or proof of additional licenses for this project, please contact Brandon Gumm at brandon@qwal.ly and we can provide additional documentation as required.

How long have you been in business?

Qwally was founded in January 2019 and has been operating for nearly 5 years.

Have you done business with the City of Flint?

No, Qwally has no previous business with the City of Flint.

❖ EXHIBIT C - DISCLOSURE OF SUPPLIER RESPONSIBILITY STATEMENT

List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract, or subcontract, or in the performance of such contract or subcontract.

None

List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offense indicating a lack of business integrity or business honesty which affect the responsibility of the contractor.

None

List any convictions or civil judgments under state or federal antitrust statutes.

None

List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.

None

List any prior suspensions or debarments by any government agency.

None

List any contracts not completed on time.

There has been no instance where Qwally has not fulfilled the terms of a contract. Qwally works closely with our customers to ensure the delivery of all contracts within an acceptable timeframe. Sometimes deliverables can be delayed due to unforeseen circumstances by customers such as staff turnover, a Mayoral change in priorities, or sustained stakeholder engagement. Qwally takes these challenges seriously and works to identify possible risks early in the project to create mitigation plans. Whenever challenges do arise, Qwally has appropriately adjusted the project timeline with customer approval.

List any documented violations of federal or state labor laws, regulations or standards, or occupational safety and health rules.

None

❖ EXHIBIT D - LIST OF REFERENCES

Reference #1:

Company/Municipality: City of Kansas City, MO BizCare Office
Contact Person: Nia Richardson Title: Director
Address: 414 E 12th St
City: Kansas City State: MO Zip: 64106
Telephone: (816) 513-2491 Fax: N/A
Email: Nia.Richardson@kcmo.org
Type of Project: Business One-Stop Shop
Project Timeline (Dates): 10/15/2020 - 4/15/2021 Budget: \$150,000/year

Reference #2:

Company/Municipality: Jefferson County, CO EDC
Contact Person: Jansen Tidmore Title: President and CEO
Address: 1667 Cole Boulevard, Suite 400
City: Golden State: CO Zip: 80401
Telephone: (334) 618-8487 Fax: N/A
Email: jtidmore@jeffcoedc.org
Type of Project: Resource Machmaking
Project Timeline (Dates): 2/01/2023 - 08/01/2023 Budget: \$10,000/year

Reference #3

Company/Municipality: City of Mobile, AL Supplier Diversity
Contact Person: Archnique Kidd Title: Supplier Diversity Manager
Address: P.O. Box 1827
City: Mobile State: AL Zip: 36633-1827
Telephone: (251) 208-7967 Fax: N/A
Email: archnique.kidd@cityofmobile.org
Type of Project: One-Stop Shop for Working With Government
Project Timeline (Dates): 01/05/2020 - 06/05/2020 Budget: \$81,000/year

❖ EXHIBIT E - CERTIFICATE OF INSURANCE

For the term of this Agreement, Qwally shall acquire and maintain, in full force and effect, Liability Insurance coverage in compliance with Exhibit E - CERTIFICATE OF INSURANCE of Flint, MI's CUSTOMER RESOURCE MANAGEMENT SOFTWARE RPF, PROPOSAL NO. 24000523.

❖ EXHIBIT F - NON-BIDDERS RESPONSE

Qwally is submitting a bid for CUSTOMER RESOURCE MANAGEMENT SOFTWARE RPF, PROPOSAL NO. 24000523. No response to Exhibit F is required.

❖ EXHIBIT G - CITY OF FLINT AFFIDAVIT

FOR CORPORATION

STATE OF Colorado

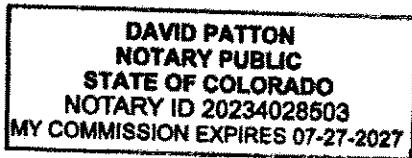
S.S.

COUNTY OF Jefferson

Christopher Offensend being duly sworn, deposes and says that she/he/they is CEO of Quality Inc
(Official Title) (Name of Corporation)

a corporation duly organized and doing business under the laws of the State of Delaware the corporation making the within and foregoing bid; that they executed said bid in behalf of said corporation by authority of its Board of Directors; that said bid is genuine and not sham or collusive and is not made in the interests of or on behalf of any person not herein named, and that they have not and said bidder has not directly or indirectly induced or solicited any other person or corporation to refrain from bidding; that they have not and said bidder has not in any manner sought by collusion to secure to themselves or to said corporation an advantage over other bidders.

Subscribed and sworn to before me at 601 16th St. Golden CO 80401, in said County and State, this 26th day of November, A.D. 2023,



[Signature]
*Notary Public, Jefferson County, Colorado

My Commission expires July 27th, 2027

❖ ATTACHMENT A - SAMPLE CONTRACT

City of Flint, Michigan Qwally Business Engagement Suite Software License

AGREEMENT

THIS AGREEMENT (this "Agreement") made and entered into this _____(the "Effective Date"), by and between the CITY OF FLINT, MICHIGAN, by its Mayor, (hereinafter "Client") and Qwally, Inc., (hereinafter "Contractor"), a for profit company organized under the laws of the State of Delaware.

WHEREAS, the Client desires an interactive CRM software solution to support businesses.

WHEREAS, the Client has determined that Contractor's software product is uniquely and best qualified, and most cost advantageous to the Client, and Contractor has agreed to provide such.

WITNESSETH, that this Contractor and the Client, for the considerations stated herein, agree as follows:

ARTICLE 1. Scope of the Work; Term. The description, location, frequency and lump sum cost or unit price of the Services are as set out in **Exhibit A** (Statement of Work), which are attached to this Agreement and incorporated by reference herein. The term of this Agreement shall begin on the Effective Date and shall continue for 3-year (the "Initial Term") and automatically renew for additional one-year terms (each, a "Renewal Term"), unless either party requests termination in writing at least thirty (30) days prior to the end of the then-current term.

ARTICLE 2. Software License: Contractor hereby grants the Client a nonexclusive license to use the Software (hereinafter "Software as a Service", or "SaaS") for its internal business purposes, provided the Client complies with the other restrictions set forth in this Agreement. Copies of the SaaS created or transferred pursuant to this Agreement are licensed, not sold, and the Client receives no right, title, or interest in the SaaS or any copy thereof, except as expressly provided herein. Without limiting the generality of the foregoing, The Client shall not: (a) modify, create derivative works from, distribute, publicly display, publicly perform, or sub-license the SaaS; (b) use the SaaS for service bureau or time-sharing purposes or in any other way allow third parties to exploit the SaaS; or (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive any of the SaaS's source code or underlying ideas, algorithms, or organization of any SaaS. The contractor shall provide such services ("Services") as are required by any statement of work ("Statement of Work", or "SoW") in the form attached hereto as **Exhibit A** (Statement of Work). In the event of any conflict with a Statement of Work, the terms of the Statement of Work shall govern, but only to the extent such Statement of Work expressly overrides this Agreement. The Client and the Contractor may amend this Agreement from time to time by adding additional, mutually executed SoW's to this Agreement.

ARTICLE 3. Intellectual Property: The Client acknowledges and agrees that Contractor owns and will continue to own all right, title and interest, including, without limitation, all intellectual property rights in and to any proprietary SaaS and documentation provided hereunder, including, any improvements, derivative works, upgrades, updates, error or bug fixes to such SaaS and documentation provided to the Client in connection with this Agreement (the "SaaS"). The Client further acknowledges and agrees that the Client will have only the right to use the

SaaS as set forth on **Exhibit B**, attached hereto and incorporated by reference. The Client will not, directly or indirectly: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any SaaS; (b) modify, translate, or create derivative works based on the Services or any SaaS (except to the extent expressly permitted by Contractor or authorized within the Services); (c) use the Services or any SaaS for timesharing or service bureau purposes or otherwise for the benefit of a third; or (d) remove any proprietary notices or labels from the Services or SaaS.

ARTICLE 4. Services and Support: Subject to the terms of this Agreement, Contractor will use commercially reasonable efforts to provide Client the Services in accordance with the Service Level Agreement.

ARTICLE 5. Payment and Invoicing. The Client agrees to purchase an annual license for the sum of \$150,000 and a one-time onboarding cost of \$50,000. The Client and Contractor will enter into a 3-year agreement ("Initial Term") to purchase the license. After the term, a 5% increase may be applied annually to the base annual license unless otherwise negotiated. The Contractor will invoice the Client annually for the entire annual license amount on the contract signed date. All payments are due within 30 days of the invoice date.

ARTICLE 6. Data Ownership Interest. The Client retains ownership of the data collected and stored by Contractor in performance of this Agreement. Contractor agrees to provide Client, in a recoverable and transferable method, such data when requested or upon termination of this Agreement. The Client retains ownership of any pre-existing proprietary Client information and data that may be provided to Contractor. Notwithstanding the foregoing, Client grants Contractor a non-exclusive, transferable, perpetual, worldwide, and royalty-free license to use any data or information submitted by Client to Contractor (the "Data") for the development of the SaaS or the provision of the SaaS and agrees that Contractor shall retain all right, title and interest in any aggregated and de-identified Data. Contractor may not use Client branding or imply Client endorsement of Contractor's product or experience without the express written consent of the Client Council.

ARTICLE 7. Information and Materials: The Client agrees to make available to Contractor any policies, documents, planning materials pertinent Client data, or any other information in its possession or otherwise readily available, that has a direct bearing on the preparation of the Statement of Work.

ARTICLE 8. Review and Approval: The Client shall, in a timely manner, review and approve all content before it is posted to the site. During the configuration and operation of the SaaS, the Contractor shall submit content for Client review, and the Client shall provide timely review, comments, and approval of such content. The Client shall designate a point of contact for review of process flows, content, wireframes, and other components of the Statement of Work that may be viewed by external parties. The Client agrees that time is of the essence in this Agreement, and any delays in connection with the Client's obligations hereunder may impair the Contractor's ability to provide the Services.

ARTICLE 9. Cooperative Competitive Sourcing: Client acknowledges and agrees with Contractor that Client's selection of Contractor may be acknowledged and used by other entities to replace their respective competitive procurement selection processes for Request for Proposal (RFP) and Request for Qualifications (RFQ) purposes such that other government entities may contract with Contractor for the same or substantially similar product(s) or

service(s) without undergoing a separate competitive procurement selection process. Terms, conditions, and prices of the contract executed with Contractor may be used by other entities to contract with Contractor for the same or substantially similar product(s) or service(s) under either the same or a separate contract.

ARTICLE 10. Insurance: For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, Liability Insurance coverage in compliance with Exhibit E of Flint, MI's CUSTOMER RESOURCE MANAGEMENT SOFTWARE RPF, PROPOSAL NO. 24000523.

ARTICLE 11. Breach of Contract: In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, if Contractor fails to cure such breach within thirty (30) days of written notice from the Client of such breach, the Client has the right to terminate the Agreement without any liability. In the event of any breach or apparent breach of this Agreement by the Client of any of its obligations under the terms of this Agreement, the Contractor has the right to suspend or terminate Client's access to the SaaS. If the Client fails to cure such breach within thirty (30) days of written notice from Contractor, the Contractor has the right to terminate the Agreement.

ARTICLE 12. Data Privacy and Security: Contractor shall exercise commercially reasonable efforts to prevent unauthorized exposure or disclosure of Client Data. The Contractor shall safeguard the confidentiality, integrity and availability of Client Information and comply with the following conditions:

The Contractor shall implement and maintain appropriate administrative and technical security measures to safeguard against unauthorized access, Data Breach, Exfiltration, disclosure or theft of Personal Data and Non-Public Data while providing services during the term of this Agreement. Such security measures shall include and not be limited to the prompt availability to and application of security-relevant Software upgrades, patches, service-packs, and hot fixes and be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and Non-Public Data of similar kind.

All Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the personal data. Unless otherwise stipulated, the Contractor shall encrypt all Non-Public Data at Rest and Data in Transit. The Client shall identify data it deems as Non-Public Data to the Contractor. The level of protection and encryption for all Non-Public Data shall be identified and made a part of this Agreement.

At no time shall any Client Data be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the Client. The Contractor shall not use any Client Data collected in connection with the services performed under this Agreement for any purpose other than fulfilling those services.

ARTICLE 13. Additional Contract Provisions Required for Federal Awards: Client may apply federal grant funds towards payment of Contractor. The additional contract clause provisions required by Appendix II to 2 CFR Part 200.

ARTICLE 14. Entire Agreement: This Agreement, including the Exhibits hereto and any SoWs, is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations,

understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

ARTICLE 15. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Michigan, and the venue for any actions arising out of this Agreement shall be in Genesee County, Michigan. Both parties agree to waive any right to have a jury participate in the resolution of the dispute or claim, whether sounding in contract, tort or otherwise, between any of the parties or any of their respective affiliates arising out of, connected with, related to or incidental to this Agreement to the fullest extent permitted by law.

ARTICLE 16. Licenses, permits, etc.: Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to perform its obligations under this Agreement.

ARTICLE 17. No Agency Relationship Created: Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the Client but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as Client may from time to time request, to indicate that it is an independent contractor. Client does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

ARTICLE 18. Nondiscrimination: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination.

ARTICLE 19. Limitation of Liability: Contractor's liability to the Client or any indemnitees in the aggregate for any claim arising under or otherwise related to this Agreement shall be limited to the amounts paid to Contractor relating to such claim in the twelve months preceding such claim under this Agreement, as such may be amended from time to time. Contractor shall not be liable to the Client for any special, punitive, indirect, incidental, or consequential damages of any nature.

ARTICLE 20. Assertion of Rights: Failure by either party to assert a right or remedy shall not be construed as a waiver of that right or remedy, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing. No waiver of any provision of this Agreement shall be of any force or effect, unless such waiver is in writing, expressly stating to be a waiver of a specified provision of this Agreement and is signed by the party to be bound thereby. In addition, no waiver by either party hereto of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition and shall not in any way limit or waive that party's right thereafter to enforce or compel strict compliance with this Agreement or any portion or provision or right under this Agreement.

ARTICLE 21. Notices. Notice for the Client shall be mailed to:
City of Flint, Michigan
Attn: Deputy Director of Business Services
1101 Saginaw St,
Flint, MI 48502

Or Emailed to Tyler Bailey at tbailey@cityofflint.com

Notices to Contractor shall be mailed to:
Qwally, Inc.
419 Grand Court
Golden, CO 80401

Or emailed to Christopher Offensend at chris@qwally.com

ARTICLE 22. Warranty: Contractor warrants to Client that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the Services are performed so as to ensure that all Services performed are correct and appropriate for the purposes contemplated in this Agreement.

ARTICLE 23. Disclaimer of Warranties: This disclaimer of warranties or conditions, either express or implied, shall not contradict the aforementioned Article 12 of this Agreement concerning data privacy and security. It is understood that the Contractor shall use and exercise industry standards and commercially reasonable efforts to ensure adequate privacy and security protection for the SaaS users. The language below shall be construed to mean events that are outside the control, or so extreme in nature that the Contractor and its use of said industry standards and commercially reasonable efforts to provide adequate privacy and security protection would be sufficient but for such outside controlling or extreme events.

CONTRACTOR DOES NOT REPRESENT THAT THE CLIENT'S USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR FREE, OR THAT THE SERVICE WILL MEET CLIENT REQUIREMENTS OR THAT ALL ERRORS IN THE SERVICE AND/OR DOCUMENTATION WILL BE CORRECTED OR THAT THE SYSTEM THAT MAKES THE SERVICE AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THE SERVICE WILL OPERATE IN COMBINATION WITH OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY CONTRACTOR OR THE OPERATION OF THE SERVICES WILL BE SECURE OR THAT CONTRACTOR AND ITS THIRD PARTY VENDORS WILL BE ABLE TO PREVENT THIRD PARTIES FROM ACCESSING DATA OR Client CONFIDENTIAL INFORMATION, OR ANY ERRORS WILL BE CORRECTED OR ANY STORED DATA WILL BE ACCURATE OR RELIABLE. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE SERVICE IS PROVIDED TO THE Client ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IS FOR COMMERCIAL USE ONLY. THE Client ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICE OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR THE CLIENT'S PURPOSE.

ARTICLE 24. Amendments: The Client may, from time to time, require changes in the Statement of Work to be performed hereunder. Such changes, including any increase or decrease in the compensation due to the Contractor, which are mutually agreed upon by and between the parties, shall be incorporated in written amendments to this agreement.

ARTICLE 25. Indemnification: To the fullest extent permitted by law, Contractor agrees to indemnify and hold harmless the Client, its Board members, officials, officers, agents, employees, and volunteers (separately and collectively referred to in this paragraph as "Indemnitee") from and against all claims, damages losses and expenses (including but not limited to attorney's fees) arising out of or resulting from any negligent act, error or omission,

intentional tort or willful misconduct, intellectual property infringement or breach of contract including failure to pay a sub-contractor, or supplier occurring in the course of performance of professional services pursuant to this Agreement by Contractor, its employees, sub-contractors, or others for whom Contractor may be legally liable ("Contractor Parties"), but only to the extent caused in whole or in part by the Contractor Parties.

IF THE CLAIMS, ETC. ARE CAUSED IN PART BY CONTRACTOR PARTIES, AND ALSO IN PART BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OR ALL OF THE INDEMNITEES OR ANY OTHER THIRD PARTY, THEN CONTRACTOR SHALL ONLY INDEMNIFY ON A COMPARATIVE BASIS, AND ONLY FOR THE AMOUNT FOR WHICH CONTRACTOR PARTIES ARE FOUND LIABLE AND NOT FOR ANY AMOUNT FOR WHICH ANY OR ALL INDEMNITEES OR OTHER THIRD PARTIES ARE LIABLE.

It is mutually understood and agreed that the indemnification provided for in this section shall indefinitely survive any expiration, completion or termination of this Agreement.

ARTICLE 26. Miscellaneous Provisions:

a. This Agreement and all rights and obligations contained herein may not be assigned by Consultant without the prior written approval of the Client. However, Contractor shall have the right to employ such assistance as may be required for the performance of the project, including the use of subcontractors, which employment shall not be deemed an assignment of the Contractor's rights and duties hereunder.

b. In the event of litigation enforcing or interpreting the terms of this Agreement, the Client shall be entitled an award of reasonable attorney fees and all costs of suit, including expert witness fees, court reporter fees and similar litigation expenses. Nothing in this section shall be deemed a waiver of any constitutional or statutory protections afforded to municipal governments under Michigan law.

c. To the extent permitted by State law, no public official or employee shall be personally responsible for any liability arising under or growing out of this Agreement.

d. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

e. This Agreement and the rights, obligations and liabilities created hereunder shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors, and assigns of each of the parties hereto, but no rights, obligations, or liabilities hereunder shall be assignable or delegable by Contractor without the prior written consent of the Client. Client may assign or delegate the rights, obligations, or liabilities created hereunder to its successor in interest without the consent of Contractor.

f. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

g. All obligations by either party which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and

notwithstanding its expiration or termination and until they are satisfied in full or by their nature or within one year of termination, provided however that any obligations regarding protecting confidential information shall continue in perpetuity.

h. The terms, provisions, representations, and warranties contained in this Agreement that by their sense and context are intended to survive the performance thereof by either or both parties hereunder shall so survive the completion of performances and termination of this Agreement, including the making of any and all payments due hereunder.

i. This Agreement has been jointly negotiated by the parties and shall not be construed against a party because that party may have primarily assumed responsibility for the drafting of this Agreement.

ARTICLE 27. Signatures:

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seal; the Mayor of the City of Flint, MI, acting under and by virtue of such office and with full authority, and the Contractor by such duly authorized officers or individuals as may be required by law.

[signature page follows]

CONTRACTOR,

_____, its _____ (title)
On behalf of Contractor

_____ Date

CLIENT,

_____, its _____ (title)
On behalf of Client

_____ Date

EXHIBIT A - STATEMENT OF WORK

Contract statement of work per previous section in this proposal: EXHIBIT A - SUBMITTAL WITH DETAILED SUMMARY OF PRICING

EXHIBIT B - SERVICE LEVEL AGREEMENT

1. Uptime Commitment.

The Licensor Service shall be available to Customer 99.5% of each calendar month commencing with the first full calendar month following the date of acceptance of the Licensor Service by Customer (**Uptime**). Availability shall be calculated by subtracting the cumulative minutes of Downtime (as defined below) in a month from the total number of minutes in the applicable month, and representing the remaining minutes as a percentage of the total number of minutes in that month: $((\text{total monthly minutes} - \text{cumulative minutes of Downtime}) / \text{total monthly minutes})$. Licensor currently uses standard and customary monitoring tools to track Uptime.

2. Calculation of Downtime.

Downtime Events. Subject to any applicable exclusions described below, the following shall be events that qualify as **Downtime**: html web pages hosted by Licensor that are used by Customer access and control the Licensor Service are not accessible to Licensor's standard and customary monitoring tools over 4 successive polling attempts.

Exclusions. Scheduled maintenance resulting in Downtime Events shall not be included in the calculation of Downtime. All scheduled maintenance shall be conducted between the hours of 21:00 (EST) and 06:00 (EST) and conducted after supplying Customer with at least 2 days advance notice; provided, however, that notice shall not be required for scheduled maintenance conducted during those times on Tuesdays and Thursdays. To the extent that Licensor otherwise conducts maintenance on the Licensor Service without Customer's consent, then such Downtime Events shall be included in the calculation of Downtime. In addition, where any of the following is a cause of a Downtime Event, then the duration of such Downtime Event shall not be included in the calculation of Downtime: (i) Customer's acts other than in accordance with the applicable Licensor Service agreement, including without limitation, any negligence, willful misconduct or use of the Licensor Service in breach of such agreement; or (ii) Force Majeure - circumstances beyond Licensor's reasonable control, including without limitation, acts of any governmental body, war, insurrection, sabotage, terrorism, embargo, fire, flood, strike or other labor disturbance, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software or inability to obtain supplies used in or equipment needed for provision of the Licensor Service.

3. Support.

Licensor will provide manned telephone support 08:00 to 17:00 (EST), Monday through Friday and use best efforts to meet the following initial response and resolution goals.

❖ ATTACHMENT B - QWALLY COMMITMENT TO EXCELLENT CUSTOMER SUCCESS MANAGEMENT

Qwally is committed to excellent customer service. Your contract includes access to General Services – Customer Success Management service, giving you access to a Customer Success Manager for ongoing assistance and support. Qwally's customer success management framework is designed to ensure that our customers receive personalized, timely support to maximize their value from Qwally. Our commitment to customer success is reflected in the dedicated resources, strategic guidance, and continuous support provided through our Customer Success Management services. These include the following:

1. Assignment of Customer Success Manager (CSM):
 - a. Upon the successful launch of our software services, the customer will be appointed a dedicated Customer Success Manager (CSM). The CSM acts as a strategic partner and is the primary point of contact for the customer, ensuring a seamless and beneficial use of Qwally.
 - b. The Customer Success Manager is tasked with the proactive monitoring of the customer's satisfaction and the utility of Qwally in their operational environment.
 - c. The CSM is responsible for tracking and reporting on customer's success metrics, identifying areas for improvement in customer's utilization of Qwally, and offering solutions and strategies to maximize customer's outcomes.
 - d. The customer success manager will continue to be available to field any additional requests or updates to the published content after it is released. They will address these requests for updated content, special publications, etc. in a timely manner to ensure the content remains accurate and up-to-date.
 - e. Your CSM will schedule Quarterly Partnership Reviews, which are pivotal touchpoints for strategic engagement. These sessions are conducted virtually and are designed to:
 - i. Discuss and align on upcoming priorities,
 - ii. Troubleshoot any challenges experienced by the customer,
 - iii. Schedule additional training sessions as required,
 - iv. Review and implement content edits to enhance user experience,
 - v. Explore new product opportunities,
 - vi. Discuss contract renewals and expansions.
2. Ongoing Support Ticketing:
 - a. Qwally will provide your team with access to a ticketing system for support questions and troubleshooting items that are shared with the Qwally team. This is an open line of communication ensures that customers can swiftly address and resolve operational issues.

❖ ATTACHMENT C - QWALLY COMMITMENT TO ACCESSIBILITY

At Qwally, we believe that digital accessibility is critical to achieve our mission to expand equitable economic opportunity for small businesses, and small business owners, of all backgrounds. Our commitment is to ensure that our software is not only compliant with the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA but also adheres to the principles of inclusive design. Here are our commitments:

1. WCAG 2.1 AA Compliance:
 - a. Our platform is designed to meet the rigorous standards of WCAG 2.1 Level AA compliance. This commitment to digital accessibility ensures that all users, including those with disabilities, can fully engage with our product features and benefits.
2. Content Readability:
 - a. Recognizing the diverse range of our users, we strive to create content that is easily comprehensible to a wide audience. All our written material is crafted to be clear and straightforward, targeting a 6th grade reading level to ensure that information is understandable, actionable, and translatable for users of varying age groups, educational backgrounds, and languages.
3. Inclusive User Experience:
 - a. Qwally's dedication to accessibility extends to every facet of our user experience. We make concerted efforts to:
 - i. Continually evaluate and improve our user interfaces for intuitive navigation and control,
 - ii. Provide alternative text for non-text content,
 - iii. Ensure compatibility with assistive technologies,
 - iv. Maintain color contrast ratios for users with visual impairments,

Our Pledge

We pledge to uphold our mission to expand opportunities to businesses of all backgrounds by supporting rigorous accessibility standards and work towards a product that is inclusive for all users, regardless of their abilities or circumstances. Our ongoing efforts in accessibility are not just about compliance, but about our belief in creating a product that equips every user with equal opportunity and access to the information and resources they need.

❖ ATTACHMENT D - QWALLY COMMITMENT TO INCLUSION

Qwally is proud to support a diverse and inclusive workplace. Though we are a small team, we embody a wide spectrum of backgrounds, perspectives, geographies, and experiences. Our commitment to an inclusive work environment is unwavering and is central to our identity as we work to expand equitable economic opportunity in the diverse communities we serve.

1. Diversity in Hiring:
 - a. We prioritize diversity in our hiring practices. Qwally seeks out and welcomes talent from all walks of life, ensuring that our team reflects the multifaceted nature of the communities we serve.
2. Fostering Inclusion:
 - a. Beyond diversity, we actively foster an inclusive culture where every team member feels valued and empowered. We believe that every voice is important and make concerted efforts to ensure that all team members have the opportunity to be heard and to contribute meaningfully to our mission.
3. Equitable Opportunities: We are committed to providing equal opportunities for growth and advancement to all our employees. Qwally ensures that career development, promotions, and success are based on merit and contribution, free from bias or discrimination.
4. Supportive Policies: Our company policies are designed to support a work-life balance, accommodate diverse needs, and promote the well-being of all staff. We are always evolving and adapting these policies to better serve our team and reinforce our inclusive culture.

Our Pledge

At Qwally, we do not just accept diversity — we celebrate it, support it, and thrive on it for the benefit of our employees, our products, and the communities we serve. Our pledge is to maintain an environment that respects and includes differences, recognizing the unique and valuable contributions that all individuals bring to our company.

❖ ATTACHMENT E - ACKNOWLEDGEMENT OF ADDENDUM 01



City of Flint

Department of Purchases & Supplies

Sheldon A. Neeley
TO: All Proposers
FROM: Lauren Rowley, Purchasing Manager
DATE: November 8, 2023
SUBJECT: Addendum #01 – PROPOSAL #24000523- CRM SOFTWARE

This addendum has been issued to address the REVISED bid due date/opening date as well as Q&A. Please see the following:

REVISED BID OPENING/DUE DATE: WEDNESDAY, NOVEMBER 29th, 2023 @11:15 AM EST.

Q1.) Can we obtain a copy of the pre-bid sign in sheet with all attendees listed? A1.) Yes, please see attached pre-bid sign in sheet. Q2.) Is there an estimated budget for this project?

A2.) The annual budget for this project is roughly \$100,000 per year (give or take)

All other bidding terms, requirements, and conditions continue as indicated in the remaining original bid documents. The Purchasing Manager, Lauren Rowley, is an officer for the City of Flint with respect to this RFP.

In the submission of their proposal, Proposer must acknowledge receipt of this addendum. Proposer shall acknowledge this addendum by signing and returning one copy of this notice with their submission.

Company Name: Owally, Inc.

Address: 419 Grand Court

City / State / Zip: Golden, CO 80401

Telephone: 917-796-0814 Fax: N/A Email: chris@owal.ly

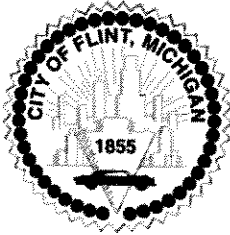
Print Name: Christopher Ansell Title: CEO

Signature: [Handwritten Signature] Date: 11/16/2023

Thank you,

[Handwritten Signature]

Lauren Rowley, Purchasing Manager



RESOLUTION NO.: 240114
PRESENTED: 4-03-2024
ADOPTED: _____

**RESOLUTION TO ACCEPT THE STATE OF MICHIGAN'S MCOLES
PUBLIC SAFETY ACADEMY ASSISTANCE PROGRAM**

BY THE CITY ADMINISTRATOR:


WHEREAS, the State of Michigan has awarded the City of Flint for City of Flint Basic Law Enforcement Training Academy scholarships and salaries for employed recruits.

WHEREAS, the City of Flint had been awarded in the amount of \$117,871.80 for the City of Flint Police department to use for Basic Law Enforcement Training Academy scholarships and salaries for employed recruits.

WHEREAS, the funds will be utilized in compliance with the program agreement and approved program budget through the end of the program;


IT IS RESOLVED, that the appropriate City officials, upon the City Council approval, are authorized to do all things necessary to accept the program funds set forth in the program agreement of the State of Michigan in the amount of \$117,871.80, amend the FY24 budget, appropriate award funding to appropriate revenue and expenditure in future years as long as the funds are available from the funder, and abide by the terms and conditions of the award from the State of Michigan.

APPROVED AS TO FORM:


William Kim (Mar 15, 2024 17:02 EDT)

William Kim, Chief Legal Officer

APPROVED AS TO FINANCE:


Phillip Moore (Mar 18, 2024 07:54 EDT)

Phillip Moore, Chief Financial Officer

FOR THE CITY OF FLINT:

CLYDE D EDWARDS
CLYDE D EDWARDS (Mar 18, 2024 10:51 EDT)

Clyde D. Edwards, City Administrator

APPROVED BY CITY COUNCIL:

City Council



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: 03/12/2024

BID/PROPOSAL#:

AGENDA ITEM TITLE: PUBLIC SAFETY ACADEMY ASSISTANCE PROGRAM

PREPARED BY: Angela Amerman – Finance/Police Department

VENDOR NAME: STATE OF MICHIGAN

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The Police Department is requesting the approval for the acceptance of \$117,871.80 from the State of Michigan to use for Basic Law Enforcement Training Academy scholarships and salaries for employed recruits.

FINANCIAL IMPLICATIONS: None

BUDGETED EXPENDITURE? YES [X] NO [] IF NO, PLEASE EXPLAIN:

Table with 5 columns: Dept., Name of Account, Account Number, Grant Code, Amount. Row 1: Police, Reimbursements – Public Safety, 296-326.100-676.060, SMLES-PSAP24, \$117,871.80. Row 2: (blank), (blank), (blank), (blank), (blank). Row 3: (blank), (blank), (blank), FY-24 GRAND TOTAL, \$117,871.80

PRE-ENCUMBERED? YES [] NO [X] REQUISITION NO:

ACCOUNTING APPROVAL: [Signature] Date: _____

WILL YOUR DEPARTMENT NEED A CONTRACT? YES [] NO [X]

OTHER IMPLICATIONS (i.e., collective bargaining): NONE

STAFF RECOMMENDATION: (PLEASE SELECT): [X] APPROVED [] NOT APPROVED

DEPARTMENT HEAD SIGNATURE: Terence Green (Mar 12, 2024 12:20 EDT) (Terence Green – Chief of Police)



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
MICHIGAN COMMISSION ON LAW ENFORCEMENT STANDARDS
LANSING

TIMOTHY S. BOURGEOIS
EXECUTIVE DIRECTOR

March 11, 2024

Sergeant Dominic Tefft
Flint Police Department
1101 S. Saginaw St.
Flint, MI 48502

Re: MCOLES Public Safety Academy Assistance Program

Dear Sgt. Tefft,

This letter is to advise you that the Michigan Commission on Law Enforcement Standards (MCOLES) has completed a review of the applications for Recruits Eric Dorris, Eric Guy, Carmen Jones, Mitchell Ross, Jeremy Smith and Jaylin Taylor for the MCOLES Public Safety Academy Assistance Program. We have determined that these employed recruits meet the criteria to qualify for the program. The following payment to the agency has been initiated:

<u>Recruit Name</u>	<u>Agency Stipend for Salary/Wages</u>	<u>Additional Allowable Expenses</u>	<u>Total Tuition</u>	<u>TOTAL Approved Payment</u>	<u>Document #</u>
Eric Dorris	\$12,894.35	\$0.00	\$6,675.95	\$19,645.30	GAX 24*48446
Eric Guy	\$12,894.35	\$0.00	\$6,675.95	\$19,645.30	GAX 24*48446
Carmen Jones	\$12,894.35	\$0.00	\$6,675.95	\$19,645.30	GAX 24*48446
Mitchell Ross	\$12,894.35	\$0.00	\$6,675.95	\$19,645.30	GAX 24*48446
Jeremy Smith	\$12,894.35	\$0.00	\$6,675.95	\$19,645.30	GAX 24*48446
Jaylin Taylor	\$12,894.35	\$0.00	\$6,675.95	\$19,645.30	GAX 24*48446
TOTAL:				\$117,871.80	

Director Kimberly Koster, Chair • Sheriff Anthony Wickersham, Vice-Chair • Lt. Col. Michael A. Krumm representing Col. James F. Grady II
Deputy Matthew Hartig • Mr. Michael Wendling • Mr. David Tanay representing Attorney General Dana Nessel • Officer Linda Broden • Tpr. Nate Johnson
Mr. Arthur Weiss • Second Assistant Chief Grant Ha representing Chief James E. White • Ms. Chiante Lymon • Dr. Lisa R. Jackson • Lt. Michael Hawkins
Mr. Kenneth Grabowski • Mr. Michael Sauger • Sheriff Matthew Saxton • Mr. James Stachowski • Deputy Director Ronald Wiles • Chief Issa Shahin
Pastor Tellis J. Chapman • Pastor Jeffery A. Hawkins • Sheriff Gregory Zyburt • Mr. Anthony D. Lewis representing Mr. John E. Johnson

This payment is for the agency stipend for the employed recruit's salary, any additional allowable expenses included in the application, academy tuition, and \$75 for the licensing exam fee, *up to* \$24,000, as allowed through the program. If the recruit withdraws from the academy session or resigns from the agency prior to expending the full \$24,000.00, the balance shall be returned to MCOLES and applied back to the scholarship fund.

Following this application approval by MCOLES, the basic law enforcement training program will invoice your agency directly for the eligible expenses related to the recruit's academy session.

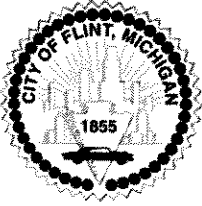
Please note that agencies would not also receive Training to Locals (TTL) reimbursements for employed recruits funded through this program.

If you have any questions, please contact MCOLES at MSP-MCOLES-Grants@michigan.gov.

Sincerely,

Cristina Dowker
Grants and Contracts Manager

240115



RESOLUTION NO.: _____

PRESENTED: 4-03-2024

ADOPTED: _____

RESOLUTION AUTHORIZING DEPARTMENT OF LAW TO CONSENT TO ENTRY OF STIPULATION AND NOTICE IN *CONCERNED PASTORS FOR SOCIAL ACTION ET AL., v CITY OF FLINT, ET AL.*

BY THE CITY ADMINISTRATOR:


Executive Session was held in this matter on March 20, 2024; and

The Department of Law recommends that the City enter into a Stipulation and Notice, setting an interim restoration deadline of August 1, 2024, a final restoration deadline of November 30, 2024 and implementing and clarifying certain restoration reporting obligations on the part of the City.

IT IS RESOLVED that the City Council approves authorizing the Department of Law to consent to entry of the Stipulation and Notice in the case of *Concerned Pastors for Social Action, et al. v City of Flint, et al.*, United States District Court, Eastern District of Michigan, Case No. 16-10277.


For the City

For the City Council

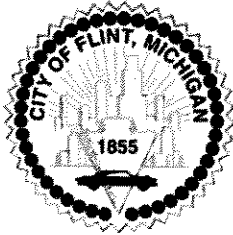


CLYDE D. EDWARDS (Mar 21, 2024 08:34 EDT)
Clyde Edwards, City Administrator

APPROVED AS TO FORM:



William Kim (Mar 20, 2024 17:09 CDT)
William Y. Kim, City Attorney



RESOLUTION NO.: 240116
 PRESENTED: 4-03-2024
 ADOPTED: _____

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO APPROVE TENTATIVE AGREEMENT BETWEEN THE CITY OF FLINT AND
 AFSCME COUNCIL 25, LOCAL 1600**

The City of Flint and AFSCME Local 1600 negotiated a Collective Bargaining Wage Equity Reopener Agreement on July 13, 2023.

The parties have reached a Tentative Agreement regarding the Wage Equity Reopener Agreement through June 30, 2025, that includes wage increases for the (8) classifications as outlined in the attached Memorandum of Understanding.

It is the recommendation of the Human Resources and Labor Relations Director, along with the City Administrator, to ratify the Tentative Agreement.

IT IS RESOLVED that the Flint City Council **RATIFIES** the Tentative Agreement between the City of Flint and AFSCME Local 1600, and authorizes the Director, Human Resources & Labor Relation, to execute a Memorandum of Understanding so providing.

APPROVED AS TO FORM:

APPROVED AS TO FINANCE:

William Kim
William Kim (Mar 28, 2024 10:58 EDT)

Phillip Moore
Phillip Moore (Mar 28, 2024 14:32 EDT)

William Kim, City Attorney

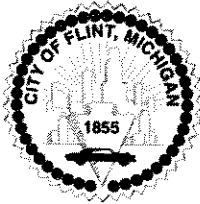
Phillip Moore, Chief Financial Officer

FOR THE CITY OF FLINT:

APPROVED BY CITY COUNCIL:

CLYDE D EDWARDS/A0137
CLYDE D EDWARDS/ A0137 (Mar 28, 2024 15:01 EDT)

Clyde Edwards, City Administrator



240117

RESOLUTION NO.: _____

PRESENTED: 4-03-2024

ADOPTED: _____

BY THE CITY ADMINISTRATOR:

RESOLUTION TO ANGEL ARMOR FOR THE CITY OF FLINT POLICE DEPARTMENT FOR THE PURCHASE OF ARMOR VESTS

The Flint Police Department has chosen Angel Armor because of the material invented by Angel Armor, which is lighter and safer for the officer wearing the armored vest.


On March 18, 2024, City Council adopted resolution 240086 authorizing entering into a grant agreement with Patrick Leahy Bulletproof Vest Partnership Program, funded by the department of Justice, with a local match required, the federal portion of the costs for the body armor purchased under the BVP program may not exceed fifty percent; and

Account Number	Grant Code	Account Name	Amount
296-301.736-977.000	FDOJ-BVP23	Equipment	\$44,115.00
101-315.000-977.000		Equipment	\$94,419.00

IT IS RESOLVED, that the Purchasing Division, upon City Council’s approval, is hereby authorized to issue a Purchase Order for FY24 and future fiscal years as long as the funds are available for the funder to Angel Armor, in an amount not to exceed \$138,534.00.


BE IT FURTHER RESOLVED, that the Purchasing Division has the discretion to spend an additional amount of no more than five percent of the requested amount of possible additional shipping costs.

APPROVED AS TO FORM:


William Kim (Mar 26, 2024 10:15 EDT)


William Kim, City Attorney

APPROVED AS TO FINANCE:


Phillip Moore (Mar 26, 2024 13:05 EDT)

Phillip Moore, Chief Financial Officer

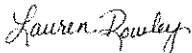
FOR THE CITY OF FLINT:


CLYDE D EDWARDS (Mar 26, 2024 15:05 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO PURCHASING:



Lauren Rowley, Purchasing Manager



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: 03/19/2024

BID/PROPOSAL#

AGENDA ITEM TITLE: RESOLUTION TO ANGEL ARMOR FOR THE CITY OF FLINT POLICE DEPARTMENT FOR THE PURCHASE OF ARMOR VEST

PREPARED BY: Angela Amerman Finance/Police

VENDOR NAME: Angel Armor

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The Flint Police Department was awarded grant funds from the Patrick Leahy Bulletproof Vest Partnership Program for the purpose of purchasing bulletproof, armor vests. Angel Armor was chosen because of the material invented by Angel Armor, which is lighter and safer for the officer wearing the armored vest. Besides the quote's amounts, we are requesting additional funds for the trainees currently at the academy.

FINANCIAL IMPLICATIONS:

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
Police	Equipment	296-301.736-977.000	FDOJ-BVP23	\$44,115.00
Police	Equipment	101-315.000-977.000		\$94,419.00
FY24 GRAND TOTAL				138,534.00

PRE-ENCUMBERED? YES NO REQUISITION NO:

ACCOUNTING APPROVAL: Date: _____

WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO

(If yes, please indicate how many years for the contract) YEARS

STAFF RECOMMENDATION: (PLEASE SELECT): APPROVED NOT APPROVED

DEPARTMENT HEAD SIGNATURE: Terence Green
Terence Green (Mar 25, 2024 16:17 EDT)

(Terence Green, Police Chief)



Customer Quote

ANGEL ARMOR™
4667 DENROSE CT
FORT COLLINS, CO 80524
ANGELARMOR.COM

Quote #	QUO75063
Quote Date	10/6/2023
Expires:	11/5/2023

99NPR - Nicholas Preece
(810) 922-3604


Bill To
Flint Police Department 210 E 5th St Flint MI 48502 United States

Ship To
Flint Police Department 210 E 5th St Flint MI 48502 United States

Part Number	Description	Qty	Unit Price	Amount
01-00451-01	RSC, Black, IIIA Premium Name: [REDACTED] Serial: JC212857 Front: 2513 Back: 2216 G-Hook Belt: M Name: [REDACTED] Serial: JC212859 Front: 2515 Back: 2215 G-Hook Belt: M Name: [REDACTED] Serial: JC212861 Front: 2514 Back: 2217 G-Hook Belt: M Name: [REDACTED] Serial: JC212862 Front: 2214 Back: 2215 G-Hook Belt: S Name: [REDACTED] Serial: JC212867 Front: 2513 Back: 2214 G-Hook Belt: M Name: [REDACTED] Serial: JC212870 Front: 2214 Back: 2216 G-Hook Belt: S Name: [REDACTED] Serial: JC212871 Front: 2516 Back: 2516 G-Hook Belt: M Name: [REDACTED] Serial: JC212872 Front: 2514 Back: 2216 G-Hook Belt: M Name: [REDACTED] Serial: JC212873 Front: 2515 Back: 2515	10	878.00	8,780.00

Client: _____
Phone Number: _____

I authorize the purchase above and acknowledge that I have read and accepted the Angel Armor, LLC Terms and Conditions of Sale and the Angel Armor, LLC Product Sample Disclaimer located at angelarmor.com/terms-and-conditions/

Signature:  Date: 11/3/24



Customer Quote

ANGEL ARMOR™

Quote #

QUO75063

Part Number	Description	Qty	Unit Price	Amount
01-00455-01	G-Hook Belt: M Name: [REDACTED] Serial: JC212814 Front: 2514 Back: 2517 G-Hook Belt: M RSC, Black, Premium, IIIA 2XL and Larger Name: [REDACTED] Serial: JC212858 Front: 2815 Back: 2816 G-Hook Belt: L Name: [REDACTED] Serial: JC212864 Front: 2816 Back: 2516 G-Hook Belt: L Name: [REDACTED] Serial: JC212866 Front: 2815 Back: 2516 G-Hook Belt: L Name: [REDACTED] Serial: JC212813 Front: 2814 Back: 2516 G-Hook Belt: L	4	928.00	3,712.00

Subtotal
 Shipping Cost (UPS® Ground)
 Total

12,492.00
 77.00
 12,569.00

Accounts Payable

Email: _____

Phone Number: _____

I authorize the purchase above and acknowledge that I have read and accepted the Angel Armor, LLC Terms and Conditions of Sale and the Angel Armor, LLC Product Sample Disclaimer located at angelarmor.com/terms-and-conditions/

Signature:  Date: 1/3/24



Customer Quote

ANGEL ARMOR™
45312 DEERROSE CT
FORT COLLINS, CO 80524
ANGELARMOR.COM

Quote #	QUO75064
Quote Date	10/6/2023
Expires:	11/5/2023

99NPR - Nicholas Preece
(810) 922-3604


Bill To
Flint Police Department 210 E 5th St Flint MI 48502 United States

Ship To
Flint Police Department 210 E 5th St Flint MI 48502 United States

Part Number	Description	Qty	Unit Price	Amount
01-00254-02	RUC, Dark Navy, Premium, IIIA Name: [REDACTED] Serial: JC212797 Front: 2514 Back: 2214 Belt: M Belt Cover: M Front Option: LB - R - R Back Option: LBL Name: [REDACTED] Serial: JC212798 Front: 2212 Back: 2512 Belt: M Belt Cover: L Front Option: LB - R - R Back Option: LBL Name: [REDACTED] Serial: JC212799 Front: 2213 Back: 2215 Belt: M Belt Cover: M Front Option: LB - R - R Back Option: LBL Name: [REDACTED] Serial: JC212800 Front: 2514 Back: 2215 Belt: M Belt Cover: M Front Option: LB - R - R Back Option: LBL Name: [REDACTED] Serial: JC212802 Front: 2814 Back: 2516 Belt: M Belt Cover: L Front Option: LB - R - R Back Option: LBL Name: [REDACTED] Serial: JC212807 Front: 2212 Back: 2514 Belt: M Belt Cover: L Front Option: LB - R - R Back Option: LBL Name: [REDACTED] Serial: JC212809 Front: 2212 Back: 2214 Belt: M Belt Cover: M Front Option: LB - R - R Back Option: LBL Name: [REDACTED] Serial: JC212810 Front: 2513 Back: 2215 Belt: M Belt Cover: M Front Option: LB - R - R Back Option: LBL Name: [REDACTED] Serial: JC212811 Front: 2514 Back: 2516 Belt:	11	1,038.00	11,418.00

Client: _____
Phone Number: _____

I authorize the purchase above and acknowledge that I have read and accepted the Angel Armor, LLC Terms and Conditions of Sale and the Angel Armor, LLC Product Sample Disclaimer located at angelarmor.com/terms-and-conditions/

Signature:  Date: 1/3/24



Customer Quote

ANGEL ARMOR™
ANGEL ARMOR, LLC

Quote #

QUO75064

Part Number	Description	Qty	Unit Price	Amount
01-23179-02	<p>M Belt Cover: L Front Option: LB - R - R Back Option: LBL</p> <p>Name: [REDACTED] Serial: JC212812 Front: 2515 Back: 2216 Belt: M Belt Cover: M Front Option: LB - R - R Back Option: LBL</p> <p>Name: [REDACTED] Serial: JC212815 Front: 2514 Back: 2215 Belt: M Belt Cover: M Front Option: LB - R - R Back Option: LBL</p> <p>RUC, Dark Navy, Premium, Level IIIA 2XL and Larger</p> <p>Name: [REDACTED] Serial: JC212801 Front: 2814 Back: 2816 Belt: Belt Cover: NO Front Option: LB - R - R Back Option: LBL</p> <p>Name: [REDACTED] Serial: JC212804 Front: 2816 Back: 2817 Belt: Belt Cover: NO Front Option: LB - R - R Back Option: LBL</p> <p>Name: [REDACTED] Serial: JC212805 Front: 2814 Back: 2813 Belt: Belt Cover: NO Front Option: LB - R - R Back Option: LBL</p> <p>Name: [REDACTED] Serial: JC212806 Front: 2815 Back: 2514 Belt: Belt Cover: NO Front Option: LB - R - R Back Option: LBL</p> <p>Name: [REDACTED] Serial: JC212808 Front: 2815 Back: 2514 Belt: Belt Cover: NO Front Option: LB - R - R Back Option: LBL</p> <p>Name: [REDACTED] Serial: JC212816 Front: 2816 Back: 2517 Belt: Belt Cover: NO Front Option: LB - R - R Back Option: LBL</p> <p>Name: [REDACTED] Serial: JC212817 Front: 2814 Back: 2516 Belt: Belt Cover: NO Front Option: LB - R - R Back Option: LBL</p>	7	1,088.00	7,616.00
01-00447-01	<p>RSC Carrier, Carrier Only, Black</p> <p>Name: [REDACTED] Serial: JC212818 Front: 2514 Back: 2214 G-Hook Belt: M</p> <p>Name: [REDACTED] Serial: JC212819 Front: 2212 Back: 2512 G-Hook Belt: S</p> <p>Name: [REDACTED] Serial: JC212820 Front: 2213 Back: 2215 G-Hook</p>	18	219.00	3,942.00

Enter: _____
Phone Number: _____

I authorize the purchase above and acknowledge that I have read and accepted the Angel Armor, LLC Terms and Conditions of Sale and the Angel Armor, LLC Product Sample Disclaimer located at angelarmor.com/terms-and-conditions/

Signature: _____

Date: _____



Customer Quote

ANGEL ARMOR™
PROTECTIVE EQUIPMENT

Quote #

QUO75064

Part Number	Description	Qty	Unit Price	Amount
	Belt: S Name: [REDACTED] Serial: JC212821 Front: 2514 Back: 2215 G-Hook Belt: M			
	Name: [REDACTED] Serial: JC212822 Front: 2814 Back: 2816 G-Hook Belt: L			
	Name: [REDACTED] Serial: JC212823 Front: 2814 Back: 2516 G-Hook Belt: L			
	Name: [REDACTED] Serial: JC212824 Front: 2816 Back: 2817 G-Hook Belt: L			
	Name: [REDACTED] Serial: JC212825 Front: 2814 Back: 2813 G-Hook Belt: L			
	Name: [REDACTED] Serial: JC212826 Front: 2815 Back: 2514 G-Hook Belt: L			
	Name: [REDACTED] Serial: JC212827 Front: 2212 Back: 2514 G-Hook Belt: S			
	Name: [REDACTED] Serial: JC212828 Front: 2815 Back: 2514 G-Hook Belt: L			
	Name: [REDACTED] Serial: JC212829 Front: 2212 Back: 2214 G-Hook Belt: S			
	Name: [REDACTED] Serial: JC212830 Front: 2513 Back: 2215 G-Hook Belt: M			
	Name: [REDACTED] Serial: JC212831 Front: 2514 Back: 2516 G-Hook Belt: M			
	Name: [REDACTED] Serial: JC212832 Front: 2515 Back: 2216 G-Hook Belt: M			
	Name: [REDACTED] Serial: JC212835 Front: 2514 Back: 2215 G-Hook Belt: M			

Client: _____

Phone Number: _____

I authorize the purchase above and acknowledge that I have read and accepted the Angel Armor, LLC Terms and Conditions of Sale and the Angel Armor, LLC Product Sample Disclaimer located at angelarmor.com/terms-and-conditions/

Signature: _____

Date: _____



Customer Quote

ANGEL ARMOR

Quote #

QUO75064

Part Number	Description	Qty	Unit Price	Amount
	Name: [REDACTED] Serial: JC212836 Front: 2816 Back: 2517 G-Hook Belt: L			
	Name: [REDACTED] Serial: JC212837 Front: 2814 Back: 2516 G-Hook Belt: L			

Subtotal	22,976.00
Shipping Cost (UPS® Ground)	144.00
Total	23,120.00

Accounts Payable

Email: _____

Phone Number: _____

I authorize the purchase above and acknowledge that I have read and accepted the Angel Armor, LLC Terms and Conditions of Sale and the Angel Armor, LLC Product Sample Disclaimer located at angelarmor.com/terms-and-conditions/

Signature: _____

Date: _____



Customer Quote

ANGEL ARMOR™
4557 DENBROOK CT
FORT COLLINS, CO 80524
ANGELARMOR.COM

Quote #	QUO75065
Quote Date	10/6/2023
Expires:	11/5/2023

99NPR - Nicholas Preece
(810) 922-3604

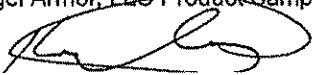
Bill To
Flint Police Department 210 E 5th St Flint MI 48502 United States

Ship To
Flint Police Department 210 E 5th St Flint MI 48502 United States

Part Number	Description	Qty	Unit Price	Amount
01-00447-01	RSC Carrier, Carrier Only, Black	26	219.00	5,694.00
	Name: [REDACTED] Serial: JC212874 Front: 2212 Back: 2512 G-Hook Belt: S			
	Name: [REDACTED] Serial: JC212875 Front: 2514 Back: 2215 G-Hook Belt: M			
	Name: [REDACTED] Serial: JC212876 Front: 2815 Back: 2515 G-Hook Belt: L			
	Name: [REDACTED] Serial: JC212877 Front: 2817 Back: 2817 G-Hook Belt: L			
	Name: [REDACTED] Serial: JC212878 Front: 2212 Back: 2512 G-Hook Belt: S			
	Name: [REDACTED] Serial: JC212879 Front: 2214 Back: 2216 G-Hook Belt: S			
	Name: [REDACTED] Serial: JC212880 Front: 2214 Back: 2216 G-Hook Belt: S			
	Name: [REDACTED] Serial: JC212881 Front: 2515 Back: 2517 G-Hook Belt: M			
	Name: [REDACTED] Serial: JC212882 Front: 2514 Back: 2216 G-Hook			

Comment: _____
Phone Number: _____

I authorize the purchase above and acknowledge that I have read and accepted the Angel Armor, LLC Terms and Conditions of Sale and the Angel Armor, LLC Product Sample Disclaimer located at angelarmor.com/terms-and-conditions/

Signature:  Date: 1/3/24



Customer Quote

ANGEL ARMOR™
1050 ZIMMERMAN CT

Quote #

QUO75065

Part Number	Description	Qty	Unit Price	Amount
	Belt: M Name: [REDACTED] Serial: JC212883 Front: 2212 Back: 2512 G-Hook Belt: S			
	Name: [REDACTED] Serial: JC212884 Front: 2818 Back: 2818 G-Hook Belt: L			
	Name: [REDACTED] Serial: JC212885 Front: 2513 Back: 2515 G-Hook Belt: M			
	Name: [REDACTED] Serial: JC212886 Front: 2514 Back: 2514 G-Hook Belt: M			
	Name: [REDACTED] Serial: JC212887 Front: 2013 Back: 1714 G-Hook Belt: XS			
	Name: [REDACTED] Serial: JC212888 Front: 2816 Back: 2517 G-Hook Belt: L			
	Name: [REDACTED] Serial: JC212889 Front: 2513 Back: 2215 G-Hook Belt: M			
	Name: [REDACTED] Serial: JC212890 Front: 2514 Back: 2515 G-Hook Belt: M			
	Name: [REDACTED] Serial: JC212891 Front: 2514 Back: 2214 G-Hook Belt: M			
	Name: [REDACTED] Serial: JC212892 Front: 2514 Back: 2516 G-Hook Belt: M			
	Name: [REDACTED] Serial: JC212893 Front: 3516 Back: 3018 G-Hook Belt: 2XL			
	Name: [REDACTED] Serial: JC212894 Front: 2213 Back: 2513 G-Hook Belt: S			
	Name: [REDACTED] Serial: JC212895 Front: 2213 Back: 2514 G-Hook Belt: S			

Email: _____

Phone Number: _____

I authorize the purchase above and acknowledge that I have read and accepted the Angel Armor, LLC Terms and Conditions of Sale and the Angel Armor, LLC Product Sample Disclaimer located at angelarmor.com/terms-and-conditions/

Signature: _____

Date: _____



Customer Quote

ANGEL ARMOR™
PROTECTIVE WEAR

Quote # QUO75065

Part Number	Description	Qty	Unit Price	Amount
	Name: [REDACTED] Serial: JC212896 Front: 2212 Back: 2013 G-Hook Belt: S			
	Name: [REDACTED] Serial: JC212897 Front: 2514 Back: 2216 G-Hook Belt: M			
	Name: [REDACTED] Serial: JC212898 Front: 2515 Back: 2515 G-Hook Belt: M			
	Name: [REDACTED] Serial: JC212899 Front: 2815 Back: 2516 G-Hook Belt: L			

Subtotal	5,694.00
Shipping Cost (UPS® Ground)	67.00
Total	[REDACTED]

Accounts Payable

Email: _____

Phone Number: _____

I authorize the purchase above and acknowledge that I have read and accepted the Angel Armor, LLC Terms and Conditions of Sale and the Angel Armor, LLC Product Sample Disclaimer located at angelarmor.com/terms-and-conditions/

Signature: _____ Date: _____



Customer Quote

ANGEL ARMOR™
4517 DEFENSE CT
FORT COLLINS, CO 80524
ANGELARMOR.COM

Quote #	QUO75010
Quote Date	10/3/2023
Expires:	11/2/2023

99NPR - Nicholas Preece
(810) 922-3604

Bill To
Flint Police Department 210 E 5th St Flint MI 48502 United States

Ship To
Flint Police Department 210 E 5th St Flint MI 48502 United States

Part Number	Description	Qty	Unit Price	Amount
01-00451-01	RSC, Black, IIIA Premium Name: [REDACTED] Serial: JC212789 Front: 2213 Back: 2214 G-Hook Belt: S Name: [REDACTED] Serial: JC212790 Front: 2514 Back: 2217 G-Hook Belt: M Name: [REDACTED] Serial: JC212791 Front: 2212 Back: 2014 G-Hook Belt: S Name: [REDACTED] Serial: JC212792 Front: 2514 Back: 2215 G-Hook Belt: M Name: [REDACTED] Serial: JC212794 Front: 2212 Back: 2014 G-Hook Belt: S Name: [REDACTED] Serial: JC212795 Front: 2515 Back: 2516 G-Hook Belt: M Name: [REDACTED] Serial: JC212796 Front: 2515 Back: 2214 G-Hook Belt: M Name: [REDACTED] Serial: JC212803 Front: 2515 Back: 2215 G-Hook Belt: M	8	878.00	7,024.00
01-00455-01	RSC, Black, Premium, IIIA 2XL and Larger	1	928.00	928.00

Email: _____
Phone Number: _____

I authorize the purchase above and acknowledge that I have read and accepted the Angel Armor, LLC Terms and Conditions of Sale and the Angel Armor, LLC Product Sample Disclaimer located at angelarmor.com/terms-and-conditions/

Signature:  Date: 1/3/24



Customer Quote

ANGEL ARMOR™

Quote #

QUO75010

Part Number	Description	Qty	Unit Price	Amount
	Name: [REDACTED] Serial: JC212793 Front: 2815 Back: 2516 G-Hook Belt: L			

Subtotal
 Shipping Cost (UPS® Ground)
 Total

7,952.00
 57.00
 \$8,009.00

Accounts Payable

Email: _____

Phone Number: _____

I authorize the purchase above and acknowledge that I have read and accepted the Angel Armor, LLC Terms and Conditions of Sale and the Angel Armor, LLC Product Sample Disclaimer located at angelarmor.com/terms-and-conditions/

Signature: _____

Date: _____



Customer Quote

ANGEL ARMOR
ARMOR DEFENSE, LLC
PO BOX 1000, FLINT, MI 48502
ANGELARMOR.COM

Quote #	QUO75092
Quote Date	10/10/2023
Expires:	1/31/2024

99NPR - Nicholas Preece
(810) 922-3604

Bill To
Flint Police Department 210 E 5th St Flint MI 48502 United States


Ship To
Flint Police Department 210 E 5th St Flint MI 48502 United States

Part Number	Description	Qty	Unit Price	Amount
01-00438	TRUTH 308 STANDARD, 8X10 SC	84	280.00	23,520.00
01-00437	TRUTH 308 STANDARD, 8X10 FC	84	280.00	23,520.00

Subtotal	47,040.00
Shipping Cost (UPS® Ground)	504.00
Total	47,544.00

Accounts Payable
Email: _____
Phone Number: _____

I authorize the purchase above and acknowledge that I have read and accepted the Angel Armor, LLC Terms and Conditions of Sale and the Angel Armor, LLC Product Sample Disclaimer located at angelarmor.com/terms-and-conditions/

Signature:  Date: 1/3/24



ANGEL ARMOR™
4657 DENROSE CT
FORT COLLINS, CO 80524
ANGELARMOR.COM

Invoice

Invoice #	INV8289
Terms	Net 30
Date	12/19/2023
Due Date:	1/18/2024

99NPR - Nicholas Preece

(810) 922-3604

Bill To
Flint Police Department 210 E 5th St Flint MI 48502 United States

Ship To
Flint Police Department 210 E 5th St Flint MI 48502 United States

Item	Description	Qty	Units	Unit Price	Amount
RSC, Black, IIIA Premium	<p>RSC, Black, IIIA Premium</p> <p>Name: [REDACTED] Serial: JC212977 Front: 2514 Back: 2516 G-Hook Belt: M</p> <p>Name: [REDACTED] Serial: JC212978 Front: 2514 Back: 2514 G-Hook Belt: M</p> <p>Name: [REDACTED] Serial: JC212980 Front: 2514 Back: 2216 G-Hook Belt: M</p> <p>Name: [REDACTED] Serial: JC212981 Front: 2012 Back: 2014 G-Hook Belt: XS</p> <p>Name: [REDACTED] Serial: JC212983 Front: 2515 Back: 2216 G-Hook Belt: M</p>	5	EA	878.00	4,390.00
RSC, Black, Premium, IIIA 2XL and Larger	<p>RSC, Black, Premium, IIIA 2XL and Larger</p> <p>Name: [REDACTED] Serial:</p>	2	EA	928.00	1,856.00

Invoices not paid in full when due will incur interest at a rate of two and one-half percent (2.5%) per month finance charge assessed against the unpaid balance from the date of invoice until the date of payment. \$50 rebate on IIIA Doors will apply if the invoice is paid within 10 days via ACH or Wire. If you have any questions, please email AR@AngelArmor.com



Invoice

Invoice #	INV8289
-----------	---------

ANGEL ARMOR™
 4557 DENROSE CT
 FORT COLLINS, CO 80524

Item	Description	Qty	Units	Unit Price	Amount
	JC212979 Front: 3014 Back: 2815 G-Hook Belt: XL Name: [REDACTED] Serial: JC212982 Front: 2813 Back: 2815 G-Hook Belt: L				
RUC, Dark Navy, Carrier Only	RUC, Dark Navy, Carrier Only Name: [REDACTED] Serial: JC212984 Front: 2514 Back: 2516 Belt: M Belt Cover: M Front Option: LB -Badge: R -Name Plate: R -Back Option: LBL Name: [REDACTED] Serial: JC212985 Front: 2514 Back: 2514 Belt: M Belt Cover: M Front Option: LB -Badge: R -Name Plate: R -Back Option: LBL Name: [REDACTED] Serial: JC212986 Front: 3014 Back: 2815 Belt: XL Belt Cover: L Front Option: LB -Badge: R -Name Plate: R -Back Option: LBL Name: [REDACTED] Serial: JC212987 Front: 2514 Back: 2216 Belt: M Belt Cover: M Front Option: LB -Badge: R -Name Plate: R -Back Option: LBL Name: [REDACTED] Serial: JC212988 Front: 2012 Back: 2014 Belt: S Belt Cover: S Front Option: LB -Badge: R -Name Plate: R -Back Option: LBL Name: [REDACTED] Serial: JC212989 Front: 2813 Back: 2815	7	EA	379.00	2,653.00

Invoices not paid in full when due will incur interest at a rate of two and one-half percent (2.5%) per month finance charge assessed against the unpaid balance from the date of invoice until the date of payment. \$50 rebate on IIIA Doors will apply if the invoice is paid within 10 days via ACH or Wire. If you have any questions, please email AR@AngelArmor.com



Invoice

Invoice #

INV8289

ANGEL ARMOR™
4557 DENROSE CT
FORT COLLINS, CO 80524

Item	Description	Qty	Units	Unit Price	Amount
	Belt: L Belt Cover: L Front Option: LB -Badge: R -Name Plate: R -Back Option: LBL Name: [REDACTED] Serial: JC212990 Front: 2515 Back: 2216 Belt: M Belt Cover: M Front Option: LB -Badge: R -Name Plate: R -Back Option: LBL				
TRUTH 308 STANDARD, 8X10 SC	TRUTH 308 STANDARD, 8X10 SC	6	EA	300.00	1,800.00
TRUTH 308 STANDARD, 7X9 FC	TRUTH 308 STANDARD, 7X9 FC -Front rifle trauma plate for Cantu	1	EA	260.00	260.00
TRUTH 308 STANDARD, 8X10 FC	TRUTH 308 STANDARD, 8X10 FC	7	EA	300.00	2,100.00
ALLY ONE DOUBLE PISTOL MAG POUCH- Dark Navy	ALLY ONE DOUBLE PISTOL MAG POUCH- Dark Navy	7	EA	44.00	308.00
ALLY ONE SINGLE HANDCUFF POUCH-Dark Navy	ALLY ONE SINGLE HANDCUFF POUCH-Dark Navy	7	EA	32.00	224.00
ALLY ONE FLASHLIGHT POUCH-Dark Navy	ALLY ONE FLASHLIGHT POUCH-Dark Navy	7	EA	32.00	224.00
ALLY ONE OC SPRAY POUCH- Dark Navy	ALLY ONE OC SPRAY POUCH- Dark Navy	7	EA	32.00	224.00

Subtotal	14,039.00
Shipping Cost (UPS® Ground)	153.00
Total	\$14,192.00

Amount Due \$14,192.00

Invoices not paid in full when due will incur interest at a rate of two and one-half percent (2.5%) per month finance charge assessed against the unpaid balance from the date of invoice until the date of payment. \$50 rebate on IIIA Doors will apply if the invoice is paid within 10 days via ACH or Wire. If you have any questions, please email AR@AngelArmor.com



Customer Quote

ANGEL ARMOR™
4557 DENROSE CT
FORT COLLINS, CO 80524
ANGELARMOR.COM

Quote #	QUO76598
Quote Date	2/16/2024
Expires:	3/17/2024

99NPR - Nicholas Preece
(810) 922-3604

Bill To
Flint Police Department 210 E 5th St Flint MI 48502 United States

Ship To
Flint Police Department 210 E 5th St Flint MI 48502 United States

Part Number	Description	Qty	Unit Price	Amount
01-00451-01	RSC, Black, IIIA Premium (AAP3A03) Name: [REDACTED] Serial: JC21600 Front: 2214 Back: 2215 G-Hook Belt: S Name: [REDACTED] Serial: JC21602 Front: 2513 Back: 2215 G-Hook Belt: M Name: [REDACTED] Serial: JC21603 Front: 2214 Back: 2215 G-Hook Belt: S Name: [REDACTED] Serial: JC21604 Front: 2213 Back: 2015 G-Hook Belt: S Name: [REDACTED] Serial: JC21605 Front: 2513 Back: 2214 G-Hook Belt: M Name: [REDACTED] Serial: JC21606 Front: 2012 Back: 2013 G-Hook Belt: XS	6	878.00	5,268.00
01-00455-01	RSC, Black, Premium (AAP3A03), IIIA 2XL and Larger Name: [REDACTED] Serial: JC21601 Front: 2814 Back: 2516 G-Hook Belt: L	1	928.00	928.00
01-00257-02-LB	RISE Uniform 2.0, Load Bearing, Dark Navy, Carrier Only WITH COMM TAB	7	379.00	2,653.00

Email: _____

Phone Number: _____

I authorize the purchase above and acknowledge that I have read and accepted the Angel Armor, LLC Terms and Conditions of Sale and the Angel Armor, LLC Product Sample Disclaimer located at angelarmor.com/terms-and-conditions/

Signature: _____ Date: _____



Customer Quote

ANGEL ARMOR
4657 DENZON BLVD CT

Quote #

QUO76598

Part Number	Description	Qty	Unit Price	Amount
	Name: [REDACTED] Serial: JC21593 Front: 2214 Back: 2215 Belt: M Belt Cover: M Front Option: LB -Badge: L -Name Plate: L -Back Option: CBL			
	Name: [REDACTED] Serial: JC21594 Front: 2814 Back: 2515 Belt: L Belt Cover: M Front Option: LB -Badge: L -Name Plate: L -Back Option: CBL			
	Name: [REDACTED] Serial: JC21595 Front: 2513 Back: 2215 Belt: M Belt Cover: M Front Option: LB -Badge: L -Name Plate: L -Back Option: CBL			
	Name: [REDACTED] Serial: JC21596 Front: 2214 Back: 2215 Belt: M Belt Cover: M Front Option: LB -Badge: L -Name Plate: L -Back Option: CBL			
	Name: [REDACTED] Serial: JC21597 Front: 2213 Back: 2015 Belt: M Belt Cover: S Front Option: LB -Badge: L -Name Plate: L -Back Option: CBL			
	Name: [REDACTED] Serial: JC21598 Front: 2513 Back: 2214 Belt: M Belt Cover: M Front Option: LB -Badge: L -Name Plate: L -Back Option: CBL			
	Name: [REDACTED] Serial: JC21599 Front: 2012 Back: 2013 Belt: S Belt Cover: S Front Option: LB -Badge: L -Name Plate: L -Back Option: CBL			
01-00438	TRUTH 308 STANDARD, 8X10 SC	7	300.00	2,100.00
01-00437	TRUTH 308 STANDARD, 8X10 FC	7	300.00	2,100.00

Subtotal	13,049.00
Shipping Cost (UPS® Ground)	98.00
Total	\$13,147.00

Accounts Payable

Email: _____

Phone Number: _____

I authorize the purchase above and acknowledge that I have read and accepted the Angel Armor, LLC Terms and Conditions of Sale and the Angel Armor, LLC Product Sample Disclaimer located at angelarmor.com/terms-and-conditions/

Signature: _____ Date: _____

240118



RESOLUTION NO.: _____

PRESENTED: 4-03-2024

ADOPTED: _____

RESOLUTION AUTHORIZING DEPARTMENT OF BUISNESS AND COMMUNITY SERVICES TO ENTER INTO AGREEMENT WITH DCC CONSTRUCTION TO COMPLETE THE MCKINLEY PARK SITE ENHANCEMENT PROJECT

BY THE MAYOR:

WHEREAS, The City was awarded grant funding from the Michigan Department of Natural Resources for the project TF13-070 in the amount of \$225,000 and entered in an agreement on 6-18-2014; and

WHEREAS, The City of Flint Purchases and Supplies solicited proposals for building a new ADA accessible pathway and kayak/boat launch. DCC Construction was awarded the most qualified bidder for this solicitation.; and

WHEREAS, The completion of the project will be done by DCC Construction which submitted a bid. The administration is requesting \$204,655.00 (which includes a 10% contingency) to complete the project ; and


WHEREAS, DCC Construction will be constructing an ADA accessible pathway down to thread lake and a kayak/canoe launch; and

The funds will come from the following account(s)


Dept.	Name of Account	Account #	Grant code	Amount
DPD	Revenue	296-704.743-569.000	SMDNRMCKIN	\$204,655.00
DPD	Expense	296-704.743-801.000	SMDNRMCKIN	\$204,655.00

IT IS RESOLVED that the appropriate City officials, upon City Council's approval, are hereby authorized to enter into a contract with DCC Construction, LLC to complete the project under the Michigan Department of Natural Resources at McKinley Park in a total contract cost not-to-exceed \$204,655.00, and process the corresponding appropriation of funds under grant code TF13-070.

APPROVED AS TO FINANCE:


Phillip Moore (Mar 18, 2024 07:55 EDT)
Phillip Moore
Deputy Finance Director

APPROVED AS TO FORM:


William Kim (Mar 18, 2024 09:36 EDT)
William Kim
Chief Legal Officer

ADMINISTRATION:

CLYDE D EDWARDS
CLYDE D EDWARDS (Mar 18, 2024 12:05 EDT)
Clyde Edwards
City Administrator

CITY COUNCIL:

Ladel Lewis
City Council President



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: 02/27/2024

BID/PROPOSAL# 24000528

AGENDA ITEM TITLE: Resolution Authorizing the Division of Community Development to enter into an agreement with DCC Construction to complete the improvements to McKinley Park

PREPARED BY Gavin Bodnar, Planning and Development Dept. 810.766.7426

VENDOR NAME: DCC Construction

BACKGROUND/SUMMARY OF PROPOSED ACTION:

Scope of the work is to make improvements to McKinley Park by upgrading the pathway to Thread Lake to make it ADA compliant. The funds will also provide a kayak launch on Thread Lake. The funds were accepted on June 18, 2014, from Michigan Department of Natural Resources (MDNR). The funds will be used for improvements to McKinley Park that are carried out by DCC Construction.

Following the completion of our procurement process, DCC Construction has emerged as the lowest and most qualified bidder for the McKinley Park improvements. Their proposal aligns with our objectives and demonstrates a clear understanding of the project's importance to the Flint Community.

Considering this, the Business and Community Services Department is requesting authorization to formalize a contract with DCC Construction. The contract will encompass construction services, ensuring the project's vision will be completed with the highest level of professional expertise.

Granting approval for this resolution will allow the City of Flint to establish a formal agreement with DCC Construction. Total cost of the proposal of the proposal by DCC Construction: \$186,050. Additionally, considering the condition of the park, it would be prudent to include a contingency of 10 percent, amounting to \$18,605, to address any unforeseen expenses that may arise. This brings the total contract amount to \$204,655.00.



CITY OF FLINT

FINANCIAL IMPLICATIONS:

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
Planning and Development	Professional Services	296-704.743-801.000	SMDNR14MCKIN	\$204,655.00
			FY24/25 GRAND TOTAL	\$204,655.00

PRE-ENCUMBERED? YES NO REQUISITION NO: 240008397

ACCOUNTING APPROVAL: Carissa Dotson Date: 03/15/2024
Carissa Dotson (Mar 15, 2024 08:39 EDT)

FINANCE APPROVAL: Phillip Moore Date: 03/18/2024
Phillip Moore (Mar 18, 2024 07:55 EDT)

WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO

(If yes, please indicate how many years for the contract) 1 YEARS

WHEN APPLICABLE, IF MORE THAN ONE (1) YEAR, PLEASE ESTIMATE TOTAL AMOUNT FOR EACH BUDGET YEAR:

BUDGET YEAR 1 \$204,655.00

OTHER IMPLICATIONS (i.e., collective bargaining):

STAFF RECOMMENDATION: (PLEASE SELECT): APPROVED NOT APPROVED

DEPARTMENT HEAD SIGNATURE: Emily Doerr
Emily Doerr (Mar 18, 2024 09:11 EDT)
Emily Doerr, Director of Business and Community Services



City of Flint

Department of Purchases & Supplies

Sheldon A. Neeley

TO: All Proposers
FROM: Lauren Rowley, Purchasing Manager
DATE: December 21, 2023
SUBJECT: Addendum #01 – PROPOSAL #24000528- MCKINLEY PARK IMPROVEMENTS

This addendum has been issued to address the following Q&A:

Q1.) Will the lake water level be lowered during the time of construction?

A1.) Scott Dungee at the water plant stated that the water level fluctuates 6 inches that can be dependent on rainfall.

Q2.) There is proposed wetland work on this project. Who is responsible for any long term bonding or warranty related to the wetland?

A2.) LAP applied on behalf of the City of Flint and received an EGLE permit to disturb 136 sf. of wetland located along the shoreline around the kayak launch. We are not aware of a bond that needs to be provided for this work. *See attached permit.*

All other bidding terms, requirements, and conditions continue as indicated in the remaining original bid documents.

The Purchasing Manager, Lauren Rowley, is an officer for the City of Flint with respect to this RFP.

In the submission of their proposal, Proposer must acknowledge receipt of this addendum. Proposer shall acknowledge this addendum by signing and returning one copy of this notice with their submission.

Company Name: DCC Construction

Address: 10266 Lapeer Road

City / State / Zip: Davison, MI 48423

Telephone: 810.658.4322 Fax: 810.658.4320 Email: CharlieY@DccConstruction.com

Print Name: Jason E. Orchard Title: Secretary

Signature:  Date: 1/3/24

Thank you,



Lauren Rowley, Purchasing Manager

THE FOLLOWING PAGES MUST BE COMPLETED AND INCLUDED WITH SUBMITTAL IN THE FOLLOWING ORDER.

Purchasing Checklist:

- Exhibit A - Complete Proposal Submittal with detailed Summary of Pricing
- Exhibit B –Qualifications and Licenses Requirements
- Exhibit C – Disclosure of Supplier Responsibility Statement
- Exhibit D - List of References
- Exhibit E - Certificate of Insurance
- Exhibit F – Non-Bidder’s Response
- Exhibit G – City of Flint Affidavit

EXHIBIT A - SUBMITTAL WITH DETAILED SUMMARY OF PRICING

DCC Construction

JOB NAME: McKinley Park Improvements
 BID DATE: 1/8/2024

LINE NO.	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	AMOUNT
					\$0.00
10	General Conditions/Mobilization	1	ls	\$13,000.00	\$13,000.00
20	Soil Erosion Control	1	ls	\$8,000.00	\$8,000.00
30	Site Demolition	1	ls	\$9,000.00	\$9,000.00
40	Earthwork	1	ls	\$40,000.00	\$40,000.00
50	Aggregate Base and Sand Subbase	1	ls	\$7,000.00	\$7,000.00
60	Precast Concrete Boat Plank Complete	1	ls	\$22,000.00	\$22,000.00
70	Storm Sewer	1	ls	\$11,000.00	\$11,000.00
80	Concrete Sidewalks	1	ls	\$50,300.00	\$50,300.00
90	Hand Patching	1	ls	\$750.00	\$750.00
100	Restoration	1	ls	\$25,000.00	\$25,000.00
					\$0.00

\$186,050.00

EXHIBIT B - QUALIFICATIONS AND LICENSES REQUIREMENTS

Please give a synopsis of your qualifications and experience with this service:

DCC is a general contractor that self performs earthwork, utilities, carpentry, acoustical ceilings, and general trades.

Please list Licenses:

State of Michigan Builders License: 2102184498

How long have you been in business?

20 years

Have you done business with the City of Flint?

No

If yes, please state the project name.

EXHIBIT C – DISCLOSURE OF SUPPLIER RESPONSIBILITY STATEMENT

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract, or subcontract, or in the performance of such contract or subcontract.

NA

2. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offense indicating a lack of business integrity or business honesty which affect the responsibility of the contractor.

NA

3. List any convictions or civil judgments under state or federal antitrust statutes.

NA

4. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.

NA

5. List any prior suspensions or debarments by any government agency.

NA

6. List any contracts not completed on time.

NA

7. List any documented violations of federal or state labor laws, regulations or standards, or occupational safety and health rules.

NA

**❖ EXHIBIT D – LIST OF REFERENCES: (3) SIMILAR SCOPE OF WORK FROM
THE LAST 5 YEARS**

Providing the following contact information enables the City of Flint to contact those accounts as references.

Reference #1:

Company/Municipality: Tuscola County Road Commission
Contact Person: Brent Dankert Title: County Highway Engineer
Address: 1733 S. Mertz Road
City: Caro State: MI Zip: 48723
Telephone: 989-751-3873 Fax: 989-673-3294
Email: highwayengineer@tuscolaroad.org
Type of Project: Bray Road Non Motorized Pathway and Overlay

Project Timeline (Dates): Summer 2022 Budget: \$337,254.35

Reference #2:

Company/Municipality: Genesee Intermediate School District
Contact Person: Jeff Jansen Title: Director of Operations
Address: 2413 West Maple Avenue
City: Flint State: MI Zip: 48507
Telephone: 810-591-4400 Fax: 810-591-7570
Email: jjansen@geneseeisd.org
Type of Project: Fire Training Facility and SES Bldg Addition
Earthwork and Underground Utilities

Project Timeline (Dates): Fall 2022-Summer 2023 Budget: \$1,200,000.00

**❖ EXHIBIT D – LIST OF REFERENCES: (3) SIMILAR SCOPE OF WORK FROM
THE LAST 5 YEARS (CONTINUES)**

Reference #3:

Company/Municipality: City of Montrose/Fleis & Vandenbrink

Contact Person: Geric Rose Title: Project Engineer

Address: 9475 Holly Road, Suite 201

City: Grand Blanc State: MI Zip: 48439

Telephone: 810-743-9120 Fax: 810-771-7860

Email: grose@fveng.com

Type of Project: Washington Street Reconstruction
Road Reconstruction and Drainage Improvements

Project Timeline (Dates): Fall 2021 Budget: \$135,213.50

❖ EXHIBIT E – CERTIFICATE OF INSURANCE

INSURANCE REQUIREMENTS

The Contractor shall notify all insurance agents and companies retained by the Contractor that these insurance requirements shall be included in any Agreement between the Contractor and the City of Flint.

The Contractor shall purchase and maintain, at its sole expense and as long as it is providing services to the City, the following insurance coverage:

Commercial General Liability - Occurrence form, including coverage for bodily injury, personal injury, property damage (broad form), premises/operations, blanket contractual, and products/completed operations. Coverage shall be endorsed to include the City as an additional insured for work performed by the Contractor in accordance with the Agreement.

Minimum Limits:

- \$1,000,000 per occurrence/\$2,000,000 general aggregate
- \$2,000,000 aggregate for products and completed operations
- \$1,000,000 personal and advertising injury

Automobile - Michigan "no-fault" coverage, and residual automobile liability, comprehensive form, covering owned, hired, and non-owned automobiles. Coverage shall be endorsed to include the City as an additional insured for work performed by the Contractor in accordance with the Agreement.

Minimum Limits:

- No-fault coverages - statutory
- \$500,000 per person/\$1,000,000 per accident - bodily injury
- \$500,000 per occurrence - property damage
- A combined single limit of \$1,000,000 per occurrence

Workers' Compensation and Employer's Liability- Statutory coverage or proof acceptable to the City of approval as a self-insurer by the State of Michigan.

❖ EXHIBIT E – CERTIFICATE OF INSURANCE (CONTINUES)

Minimum Limits:

- Workers' Compensation - statutory
- Employer's Liability - \$100,000 each accident/\$100,000 disease - each employee
- \$500,000 disease - policy limit

Professional Liability – Covering acts, errors or omissions of a professional nature committed or alleged to have been committed by the Contractor or any of its subcontractors. Coverage shall be effective upon the date of the Agreement and shall remain effective for a period of three (3) years after the date of final payment thereunder. Such coverage shall be endorsed to include any subcontractors hired by the City.

Minimum Limits:

- \$1,000,000 per occurrence, \$1,000,000 annual aggregate

Insurance coverage shall cover all claims against the City of Flint, its officials and employees, arising out of the work performed by the Contractor or any subcontractors under the Agreement. Should any work be subcontracted, it shall be the responsibility of the Contractor to maintain Independent Contractor's Protective Liability Insurance with limits equal to those specified above for Commercial General Liability Insurance. In addition, the Contractor shall provide proof of Workers' Compensation Insurance for all subcontractors in compliance with the required statutory limits of the State of Michigan.

Said policies of insurance shall be with companies licensed to do business in the State of Michigan and in a form satisfactory to the City. All insurance companies must maintain a rating of B+, VIII or better from AM. Best Company. Certificates of insurance with a thirty-(30) day cancellation clause shall be filed with and approved by the City at least five (5) days in advance of commencing work under the Agreement. Cancellation, material restriction, non-renewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the City.

The City reserves the right to request a complete certified copy of the policies for the above coverage's.

Any reduction or exhaustion in the limits of required insurance coverage shall not be deemed to limit the indemnification afforded in accordance with the Agreement or any amendments thereto.

Depending on the subject matter of the transaction, the City may require other insurance coverage in addition to the coverage's contained herein.

THE BID NUMBER IS TO APPEAR ON ALL INSURANCE CERTIFICATES

❖ EXHIBIT F – NON-BIDDER'S RESPONSE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

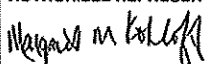
PRODUCER McNish Group 26622 Woodward Avenue Ste. 200 Royal Oak MI 48067		CONTACT NAME: PHONE (A/C, No, Ext): 248-544-4800 FAX (A/C, No): E-MAIL ADDRESS: certs@mcnish.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : AMERISURE INSURANCE COMPANY	
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	
INSURED DCC Construction, Inc. 10266 Lapeer Road Davison, MI 48423		DCCCO-3	

COVERAGES **CERTIFICATE NUMBER: 556249333** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CPP20922650801	4/6/2023	4/6/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA20921080801	4/6/2023	4/6/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CU20922670802	4/6/2023	4/6/2024	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC209226908	4/6/2023	4/6/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Additional insureds as required by written contract: City of Flint, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers. Coverage is primary and non-contributory as it applies to general liability. Waiver of Subrogation as required by written contract.
 Thirty (30) days prior written notice except ten (10) days for non payment shall be given to Certificate Holder in the event of cancellation or non-renewal of the insurance.

CERTIFICATE HOLDER City of Flint 1101 S Saginaw St Flint MI 48502	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

VENDOR'S NAME: DCC Construction

NON-BIDDER'S RESPONSE

For the purpose of facilitating your firm's response to our invitation to bid, the City of Flint is interested in ascertaining reasons for prospective bidder's failure to respond to "Invitations to Bid". If your firm is not responding to this bid, please indicate the reason(s) by checking any appropriate item(s) below and return this form to the above address.

We are *not* responding to this "Invitation to Bid" for the following reason(s):

_____ Items or materials requested not manufactured by us or not available to our company.

_____ Our items and/or materials do not meet specifications.

_____ Specifications not clearly understood or applicable (too vague, too rigid, etc.).

_____ Quantities too Small.

_____ Insufficient time allowed for preparation of bid.

_____ Incorrect address used. Our correct mailing address is:

_____ Our branch / division handles this type of bid. We have forwarded this bid on to them but for the future the correct name and mailing address is: _____

_____ OTHER: _____

Thank you for your participation in this bid.

❖ EXHIBIT G – CITY OF FLINT AFFADAVIT

FOR CORPORATION

STATE OF Michigan

S.S.

COUNTY OF Genesee

Jason E Orchard being duly sworn, deposes and says that she/he/they
is Secretary of DCC Construction

(Official Title)

(Name of Corporation)

a corporation duly organized and doing business under the laws of the State of Michigan
the corporation making the within and foregoing bid; that they executed said bid in behalf of said corporation by
authority of its Board of Directors; that said bid is genuine and not sham or collusive and is not made in the
interests of or on behalf of any person not herein named, and that they have not and said bidder has not directly
or indirectly induced or solicited any other person or corporation to refrain from bidding; that they have not and
said bidder has not in any manner sought by collusion to secure to themselves or to said corporation an advantage
over other bidders.

Subscribed and sworn to before me at DCC Construction, in said County and State,

this 3rd day of January, A.D. 20 24,

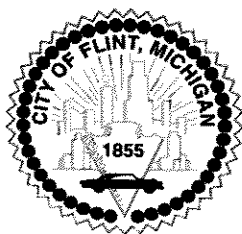
Gina M Herron

*Notary Public, _____ County, _____

My Commission expires _____, 20____

Gina M. Herron
NOTARY PUBLIC - MICHIGAN
Genesee COUNTY
ACTING IN THE COUNTY OF Genesee
MY COMMISSION EXPIRES September 17, 2025

240119



RESOLUTION NO.: _____

PRESENTED: 4-03-2024

ADOPTED: _____

RESOLUTION AUTHORIZING A CHANGE ORDER TO THE PARK PARTNERSHIP AGREEMENT BETWEEN CITY OF FLINT AND GENESEE COUNTY PARKS AND RECREATION COMMISSION

BY THE CITY ADMINISTRATOR:

WHEREAS, the City was awarded grant funding from the Charles Stewart Mott Foundation in the amount of \$620,000.00, and resolution #230458 authorized the City of Flint to accept the grant as awarded, and to abide by the terms of grant #2020-08047; and

WHEREAS, grant #2020-08047 stipulates that the funding be used to fund the Park Partnership Agreement between the City of Flint and Genesee County Parks and Recreation Commission; and

WHEREAS, the accepted grant funding has been established as follows:

Dept.	Name of Account	Account Number	Grant Code	Amount
Parks	Professional Service	296-704.807-801.000	PCSM-PARKS23	\$620,000.00

WHEREAS, the City also wishes to transfer the authority and responsibility to oversee project management and oversight of the Grand Traverse Greenway Trail Project, including the authority to apply for and administer grants on behalf of the City as reasonable and necessary to the Genesee County Parks and Recreation Commission; and

WHEREAS, in the interest of better coordination between park reservations, mowing, and trash pick-up, the City wishes to transfer the park reservation process for City of Flint parks to the Genesee County Parks and Recreation Commission; therefore

IT IS RESOLVED that the appropriate City officials are authorized to do all things necessary to complete a change order, effective from October 1, 2023 to September 30, 2024, for the Park Partnership Agreement between the City of Flint and Genesee County Parks and Recreation Commission to allocate this \$620,000.00 award to the Commission per the terms of C.S. Mott Grant #2020-08047 for the maintenance of City of Flint parks, transfer project management and oversight of the Grand Traverse Greenway Trail Project to the Genesee County Parks and Recreation Commission, and transfer park reservations for City of Flint parks to the Genesee County Parks and Recreation Commission.

Approved as to Form:

William Kim
William Kim (Mar 20, 2024 09:22 EDT)
William Kim, City Attorney

Approved as to Finance:

Phillip Moore
Phillip Moore (Mar 20, 2024 09:19 EDT)
Phillip Moore, Chief Financial Officer

For the City:

Clyde D. Edwards
CLYDE D EDWARDS (Mar 20, 2024 11:52 EDT)
Clyde D. Edwards, City Administrator

For the City Council:



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: February 26, 2024

BID/PROPOSAL# N/A

AGENDA ITEM TITLE: RESOLUTION AUTHORIZING A CHANGE ORDER TO THE PARK PARTNERSHIP AGREEMENT BETWEEN CITY OF FLINT AND GENESEE COUNTY PARKS AND RECREATION COMMISSION

PREPARED BY: Emily Doerr, Business and Community Services Dept., 810.766.7426 x3001

VENDOR NAME: Genesee County Parks and Recreation Commission

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The City of Flint applied for and received grant 2020-08047 from the CS Mott Foundation in the amount of \$620,000.00 for the purposes of maintaining and securing several City of Flint parks, as well as providing small-scale general maintenance and trash removal in all City of Flint parks, as outlined in the Partnership Agreement entered into between the City of Flint and the Genesee County Parks and Recreation Commission.

Resolution #230489 authorized the acceptance of the grant, and this resolution will authorize a change order to the existing Park Partnership Agreement to allocate the funding to the Genesee County Parks and Recreation Commission for the purposes outlined within the grant agreement as well as the existing Partnership Agreement.

This resolution will also transfer project management and oversight of the Grand Traverse Greenway Trail Project, including the authority to apply for and administer grants on behalf of the City as reasonable and necessary, to the Genesee County Parks and Recreation Commission.

Finally this resolution will transfer the authority and responsibility to oversee the park reservation process for all City of Flint Parks. Fees collected will be used solely for management and maintenance of City of Flint parks, and in accordance with the City of Flint's Master Fee Schedule.

FINANCIAL IMPLICATIONS:

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
Parks	Professional Service	296-704.807-801.000	PCSM-PARKS23	\$620,000.00
FY23/24 GRAND TOTAL				\$620,000.00



CITY OF FLINT

PRE-ENCUMBERED? YES NO REQUISITION NO: 240008239

ACCOUNTING APPROVAL: Carissa Dotson Date: 03/20/2024
Carissa Dotson (Mar 20, 2024 07:36 EDT)

WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO
(If yes, please indicate how many years for the contract) YEARS 1

WHEN APPLICABLE, IF MORE THAN ONE (1) YEAR, PLEASE ESTIMATE TOTAL AMOUNT FOR EACH BUDGET YEAR: *(This will depend on the term of the bid proposal)*

BUDGET YEAR 1

BUDGET YEAR 2

BUDGET YEAR 3

OTHER IMPLICATIONS *(i.e., collective bargaining)*:

STAFF RECOMMENDATION: *(PLEASE SELECT)*: APPROVED NOT APPROVED

DEPARTMENT HEAD SIGNATURE: Emily Doerr
Emily Doerr (Mar 20, 2024 08:41 EDT)
Emily Doerr, Director of Business and Community Services

Fourth AMENDMENT TO AGREEMENT

This Fourth Amendment to Park Partnership Agreement (the "Fourth Amendment") is entered into as of January 1 2024 ("Effective Date"), between the City of Flint, a municipal corporation, 1101 S. Saginaw Street, Flint, MI 48502 (the "City") and Genesee County Parks and Recreation Commission (the "Commission"). City and Commission may be referred to individually as "Party" or collectively as "Parties" herein.

Recitals

A. The City and Commission previously entered into a Park Partnership Agreement (the "Agreement"), and previously modified the agreement by way of a First, Second and Third Amendment.

B. The City and Commission now wish to further modify the Agreement to transfer project management of the Grand Traverse Greenway Trail project, transfer reservations of City of Flint Parks from the City to the Commission, and to accept and transfer grant funding as presented from the Charles Stewart Mott Foundation.

Agreement

The City and Commission agree as follows:

1. Transfer Project Management of the Grand Traverse Greenway Trail project.

The Commission is granted the responsibility to oversee project management of the Grand Traverse Greenway Trail Project, including the authority to apply for and administer grants on behalf of the City as reasonable and necessary. The Commission will provide quarterly progress reports to the City, which will include, at a minimum, the following: grants received, progress towards completion, estimated remaining timeline, known issues/concerns, and budget updates.

2. Transfer Park Reservations. The Commission is granted the authority and responsibility to oversee park reservations for all City of Flint Parks. Fees collected as part of this agreement shall be used solely for management and maintenance of City of Flint parks, and in accordance with the Master Fee Schedule as adopted by the City. The Commission will provide quarterly progress reports to the City, which will include, at a minimum, the following: number and distribution of rentals by facility, amount of revenue generated, what activities the rental fees paid for, known issues/concerns, and capital improvement suggestions that will help inform future investments into the park system.

3. Mowing Schedule. The Commission should provide a start and end date for lawn services on park property. The commission should also provide a list of the personnel providing this service. Prior to mowing the commission should do a light pickup of garbage in the park.

4. Acceptance of Grant. The Commission will accept funding in the amount of

\$620,000.00 as presented to the City from the Charles Stewart Mott Foundation Grant No. 2022-08047, and will carry out activities as outlined. They will confirm whether there is a remaining balance from the previous year that the new funds will address.

5. Continuing Effect. Except as expressly modified or amended by this Fourth Amendment, all terms and provisions of the Agreement remain in full force and effect. In the case of a conflict in meaning between the Agreement and this Fourth Amendment, this Fourth Amendment prevails.

6. Counterparts. This Fourth Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument. Facsimile and/or electronic copies of the Parties' signatures shall be valid and treated the same as original signatures. Each Party warrants and represents that the signatory for each Party is fully authorized to execute this Fourth Amendment.

IN WITNESS WHEREOF, the Parties have entered into this Fourth Amendment to be effective as of the Effective Date.

Genesee County Parks and Recreation
Commission

City of Flint, a municipal corporation

BY: _____

BY: _____

ITS: _____

ITS: _____

DATE: _____

DATE: _____

APPROVED AS TO FORM:

William Kim, City Attorney



November 9, 2023

The Honorable Sheldon Neeley
Mayor, City of Flint
1101 S. Saginaw Street
Flint, MI 48502-1420

Project: Maintenance of City Parks
(Grant No. 2020-08047)

Dear Mayor Neeley:

We are pleased to inform you that the Charles Stewart Mott Foundation has approved a grant in the amount of \$620,000 to the City of Flint for the above-referenced project for the period October 1, 2023, through September 30, 2024.

Grant Payments

This grant will be paid upon receipt of your acceptance.

This letter or your proposal may set forth specific goals or objectives that your organization expects to achieve during the grant period. For accounting purposes, the Mott Foundation is not requiring that your organization achieve any specific goal or objective as a condition (or barrier) to your receipt and retention of the grant funds, except for the following:

- No conditions.

The Mott Foundation reserves the right to discontinue, modify, or withhold any payments that might otherwise be due under this grant or any other outstanding grant, to require a refund of any unexpended grant funds, or both, if, in the Mott Foundation's judgment, any of the following occur with respect to this grant or any other grant from the Mott Foundation to your organization:

1. Grant funds have been used for purposes other than those contemplated by this commitment letter.
2. Such action is necessary to comply with the requirements of any law or regulation affecting either your organization's or the Mott Foundation's responsibilities under the grant.

The Honorable Sheldon Neeley
November 9, 2023
Page 2 (Grant No. 2020-08047)

3. Your organization ceases to conduct this project, or circumstances change such that it becomes impractical or impossible for you to carry out this project.
4. Your organization's performance under this grant has not been satisfactory, as determined by the Mott Foundation in its reasonable discretion. Although the Mott Foundation expects your organization to work toward achieving the goals and objectives described in your proposal, unless a specific condition (or barrier) is identified above, the failure to obtain any specific goal or objective will not, alone, be cause for the Mott Foundation to determine that your organization's performance has not been satisfactory, but may be relevant in determining whether your overall performance has (or has not) been satisfactory.
5. The Mott Foundation has not received and approved all reports due from your organization prior to the payment date.

The Mott Foundation's judgment on these matters will be final and binding.

Mott Foundation Contact Person and Resources

Please direct all correspondence and questions relating to this grant to Jamii Tata, Program Officer.

For general information regarding Mott Foundation grant procedures and other grant related questions, we encourage you to visit the Grantee Resources section of our website at www.mott.org/grantee-resources.

Another resource available to grantees is the Grantee Portal. The Grantee Portal provides real-time information on your grant's reporting requirements and due dates. By using the Grantee Portal, you may view a copy of this commitment letter, download copies of forms, and upload required reports directly to the Mott Foundation. For more information about the Grantee Portal, contact your program officer or login at <https://mott.fluxx.io>. The grant's primary project contact, Emily Doerr, can login at <https://mott.fluxx.io> with their registered email address.

Use of Grant

Under United States law, Mott Foundation grant funds may be expended only for charitable, scientific, literary, religious, or educational purposes, as specified in section 170(c)(2)(B) of the Internal Revenue Code of 1986, as amended. This grant is to be expended solely in support of the objectives detailed in your proposal submitted August 23, 2023.

Your organization shall not, directly or indirectly, engage in, support or promote violence or terrorist activities.



The Honorable Sheldon Neeley
November 9, 2023
Page 3 (Grant No. 2020-08047)

Your organization confirms that this project is under its complete control. Your organization further confirms that it has and will exercise control over the process of selecting any consultant, that the decision made or that will be made on any such selection is completely independent of the Mott Foundation, and further, that there does not exist an agreement, written or oral, under which the Mott Foundation has caused or may cause the selection of a consultant.

Mott Foundation grant funds may not be used for lobbying expenditures.

Mott Foundation grant funds may not be used for re-granting to secondary organizations.

Your organization may charge this grant only for expenditures incurred or services performed during the grant period specified in this letter.

Your organization may charge this grant only for line item expenditures that were included in your approved budget as referenced in the "Reports" section of this letter. The addition of new line items must have the prior written approval of the Mott Foundation.

Grant Accounting

Your organization is required to maintain financial records for expenditures and receipts relating to this grant, retaining these records and other supporting documentation for five years after the grant's termination date.

Your organization is also required to permit the Mott Foundation to have reasonable access to your files, records and personnel during the term of this grant and for five years thereafter for the purpose of making financial audits, verifications, or program evaluations.

Unless a specific condition (or barrier) is listed in the "Grant Payments" section of this letter, the Mott Foundation does not intend, in its own financial statements, to treat this grant as a "conditional contribution" described under Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) 2018-08. Your organization should make its own determination as to how to account for this grant in your financial statements and is not required (under FASB ASU 2018-08) to adopt the same accounting treatment as the Mott Foundation.

Reports

The Mott Foundation requires the following report to be submitted for this grant:

Report Type: Final Report	For Period Ending: September 30, 2024	Due on or Before: November 1, 2024
-------------------------------------	---	--



The Honorable Sheldon Neeley
November 9, 2023
Page 4 (Grant No. 2020-08047)

The report must include the following parts, which must be submitted together:

1. A **narrative report** summarizing what was accomplished by the expenditure of funds during the reporting period. Your grant proposal indicated that your organization will work toward achieving certain goals and objectives during the grant period, and the narrative report should include a description of progress made toward achieving the following reporting objectives:
 - Provide adequate maintenance, equipment repair and debris removal in 70 parks and adjacent park properties.
 - Mow parks and properties as outlined in the partnership agreement.
 - Patrol parks and properties as outlined in the partnership agreement.
 - Explore additional partnerships and opportunities to maintain and program parks.
2. A **financial report** showing the approved budget, expenditures against each line item since the start of the grant, and balances remaining (or overruns) for each line item. For the final report, you must explain all overrun variances that exceed both one thousand dollars (\$1,000) and ten percent (10%) of the budgeted line item amount.

Your organization must report against the approved budget of \$620,000 submitted on August 23, 2023 (which may be greater than the amount of the Mott Foundation grant). If the approved budget covers multiple years, each report should include cumulative expenditures since the beginning of the grant period. The report must also include a summary of all funding received for this project (listed by source and grant period).

Unless a specific condition (or barrier) is listed in the “Grant Payments” section of this letter, the Mott Foundation is not requiring that your organization achieve any of the reporting objectives listed above as a condition (or barrier) to your receipt and retention of the grant funds. Rather, the reporting objectives are meant to capture your progress in achieving the goals and objectives identified in your grant proposal.

Reports and other grant requirements should be submitted online via the Mott Foundation’s Grantee Portal. A default portal account has been setup for the primary project contact. The project contact can login at <https://mott.fluxx.io> with their registered email address. Please contact your program officer if you need assistance or to change the project contact. Standard reporting templates and other forms are available for download via the Grantee Portal.

Undisbursed Funds

Your organization is required to return any undisbursed project funds on a prorata basis to the Mott Foundation within two months after the end of this grant. The prorata refund is computed by multiplying the total undisbursed project funds by the ratio of Mott Foundation funding to total funding received for this project for the grant period. Any refund of less than \$100 will be waived.



The Honorable Sheldon Neeley
November 9, 2023
Page 5 (Grant No. 2020-08047)

Compliance with Laws

Your organization may not use any portion of the grant funds to undertake any activity for any purpose other than one specified in section 170(c)(2)(B) of the Internal Revenue Code. Further, the Mott Foundation reserves the right to discontinue, modify, or withhold any payments that might otherwise be due under this grant or to require a refund of any unexpended grant funds if, in the Mott Foundation's judgment, such action is necessary to comply with the requirements of any law or regulation.

Public Information

The Mott Foundation will include information on this grant in its periodic public reports. The Mott Foundation also welcomes grantees to make announcements of grants upon return of this signed commitment letter. A copy of any release should be sent to the Mott Foundation's Communications Department prior to its dissemination. The department is available to provide assistance in your communications efforts.

Acceptance

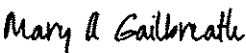
This letter contains the entire agreement between your organization and the Charles Stewart Mott Foundation, and there are no conditions or stipulations, oral or written, governing the use of the grant funds other than those contained in this letter.

If your organization agrees to the grant conditions as stated, please **sign and return, via DocuSign**, one complete copy of this letter **with an electronic signature** of an appropriate representative of your organization in the space provided. In countersigning this letter, this individual represents to the Mott Foundation that he/she has the authority to sign this letter on the organization's behalf.

This grant may be withdrawn if the Mott Foundation has not received your acceptance within one month from the date of this letter.

On behalf of the Mott Foundation, I would like to extend our best wishes for the success of this endeavor.

Sincerely,

DocuSigned by:

8A59BF0328DC4EB

Mary A. Gailbreath
Vice President-Administration and Secretary/Treasurer

MAG:jap



The Honorable Sheldon Neeley
November 9, 2023
Page 2 (Grant No. 2020-08047)

3. Your organization ceases to conduct this project, or circumstances change such that it becomes impractical or impossible for you to carry out this project.
4. Your organization's performance under this grant has not been satisfactory, as determined by the Mott Foundation in its reasonable discretion. Although the Mott Foundation expects your organization to work toward achieving the goals and objectives described in your proposal, unless a specific condition (or barrier) is identified above, the failure to obtain any specific goal or objective will not, alone, be cause for the Mott Foundation to determine that your organization's performance has not been satisfactory, but may be relevant in determining whether your overall performance has (or has not) been satisfactory.
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The Honorable Sheldon Neeley
November 9, 2023
Page 3 (Grant No. 2020-08047)

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Your organization is required to maintain financial records for expenditures and receipts relating to this grant, retaining these records and other supporting documentation for five years after the grant's termination date.

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Reports

The Mott Foundation requires the following report to be submitted for this grant:

Report Type:	For Period Ending:	Due on or Before:
Final Report	September 30, 2024	November 1, 2024



The Honorable Sheldon Neeley
November 9, 2023
Page 4 (Grant No. 2020-08047)

The report must include the following parts, which must be submitted together:

1. A **narrative report** summarizing what was accomplished by the expenditure of funds during the reporting period. Your grant proposal indicated that your organization will work toward achieving certain goals and objectives during the grant period, and the narrative report should include a description of progress made toward achieving the following reporting objectives:
 - Provide adequate maintenance, equipment repair and debris removal in 70 parks and adjacent park properties.
 - Mow parks and properties as outlined in the partnership agreement.
 - Patrol parks and properties as outlined in the partnership agreement.
 - Explore additional partnerships and opportunities to maintain and program parks.
2. A **financial report** showing the approved budget, expenditures against each line item since the start of the grant, and balances remaining (or overruns) for each line item. For the final report, you must explain all overrun variances that exceed both one thousand dollars (\$1,000) and ten percent (10%) of the budgeted line item amount.

Your organization must report against the approved budget of \$620,000 submitted on August 23, 2023 (which may be greater than the amount of the Mott Foundation grant). If the approved budget covers multiple years, each report should include cumulative expenditures since the beginning of the grant period. The report must also include a summary of all funding received for this project (listed by source and grant period).

Unless a specific condition (or barrier) is listed in the “Grant Payments” section of this letter, the Mott Foundation is not requiring that your organization achieve any of the reporting objectives listed above as a condition (or barrier) to your receipt and retention of the grant funds. Rather, the reporting objectives are meant to capture your progress in achieving the goals and objectives identified in your grant proposal.

Reports and other grant requirements should be submitted online via the Mott Foundation’s Grantee Portal. A default portal account has been setup for the primary project contact. The project contact can login at <https://mott.fluxx.io> with their registered email address. Please contact your program officer if you need assistance or to change the project contact. Standard reporting templates and other forms are available for download via the Grantee Portal.

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The Honorable Sheldon Neeley
November 9, 2023
Page 5 (Grant No. 2020-08047)

Compliance with Laws

Your organization may not use any portion of the grant funds to undertake any activity for any purpose other than one specified in section 170(c)(2)(B) of the Internal Revenue Code. Further, the Mott Foundation reserves the right to discontinue, modify, or withhold any payments that might otherwise be due under this grant or to require a refund of any unexpended grant funds if, in the Mott Foundation's judgment, such action is necessary to comply with the requirements of any law or regulation.

Public Information

The Mott Foundation will include information on this grant in its periodic public reports. The Mott Foundation also welcomes grantees to make announcements of grants upon return of this signed commitment letter. A copy of any release should be sent to the Mott Foundation's Communications Department prior to its dissemination. The department is available to provide assistance in your communications efforts.

Acceptance

This letter contains the entire agreement between your organization and the Charles Stewart Mott Foundation, and there are no conditions or stipulations, oral or written, governing the use of the grant funds other than those contained in this letter.

If your organization agrees to the grant conditions as stated, please **sign and return, via DocuSign**, one complete copy of this letter **with an electronic signature** of an appropriate representative of your organization in the space provided. In countersigning this letter, this individual represents to the Mott Foundation that he/she has the authority to sign this letter on the organization's behalf.

This grant may be withdrawn if the Mott Foundation has not received your acceptance within one month from the date of this letter.

On behalf of the Mott Foundation, I would like to extend our best wishes for the success of this endeavor.

Sincerely,

DocuSigned by:

8A59BF0328DC4EB

Mary A. Gailbreath
Vice President-Administration and Secretary/Treasurer

MAG:jap



The Honorable Sheldon Neeley
November 9, 2023
Page 6 (Grant No. 2020-08047)

Our organization acknowledges that appropriate personnel have read and understand this letter, that its terms and conditions are acceptable to us, and that we will comply with those terms and conditions.

Name of Grantee: City of Flint

Printed Name of Authorized Signer: SHELDON NEELEY

Authorized Signature: 
(This must be an original signature of an authorized representative of the organization)

Title: MAYOR

Date Signed: 11/17/23





RESOLUTION NO.:

230458

PRESENTED:

DEC 18 2023

ADOPTED:

JAN - 8 2024

RESOLUTION AUTHORIZING CITY OFFICIALS TO ACCEPT \$620,000.00 GRANT FROM CHARLES STEWART MOTT FOUNDATION FOR THE MAINTENANCE OF CITY PARKS IN FLINT

BY THE CITY ADMINISTRATOR:

WHEREAS, the City was awarded grant funding from the Charles Stewart Mott Foundation in the amount of \$620,000.00; and

WHEREAS, these funds will be used for the purpose of weekly mowing and trash removal as well as small-scale maintenance of all the City's parks plus additional maintenance and security at 4 of the bigger parks and trails; and

WHEREAS, this grant has been awarded to help maintain and secure City of Flint parks as outlined in the Partnership Agreement entered into between the City of Flint and Genesee County Parks and Recreation Commission; and

Dept.	Name of Account	Account Number	Grant Code	Amount
Parks	Professional Service	296-704.807-801.000	PCSM-PARKS23	\$620,000.00

IT IS RESOLVED that the appropriate City officials are authorized to do all things necessary to abide by the terms of the C.S. Mott Grant in the amount of \$620,000.00, to appropriate revenue and expenditure amounts using grant code PCSM-PARKS23, and to make the grant funds available in the current and any subsequent fiscal years that funding continues to remain available by the grantor.



RESOLUTION NO.:

PRESENTED:


ADOPTED:

Approved as to Form:


William Kim (Dec 12, 2023 11:54 EST)

William Kim, Chief Legal Officer

Approved as to Finance:


Philip Moore (Dec 12, 2023 11:58 EST)

Philip Moore, Chief Financial Officer

For the City of Flint:


CLYDE D EDWARDS (Dec 12, 2023 12:22 EST)

Clyde D. Edwards, City Administrator

Approved by City Council





RESOLUTION NO.:

PRESENTED:

ADOPTED:

RESOLUTION STAFF REVIEW

Date: December 12, 2023

AGENDA ITEM TITLE: RESOLUTION AUTHORIZING CITY OFFICIALS TO ACCEPT \$620,000.00 GRANT FROM THE CHARLES STEWART MOTT FOUNDATION FOR THE MAINTENANCE OF CITY PARKS IN FLINT

PREPARED BY: Seamus Bannon, Grants Management Officer

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The City of Flint applied for a grant from the CS Mott Foundation in the amount of \$620,000.00 for the purpose of weekly mowing and trash removal as well as small-scale maintenance of all the City's parks plus additional maintenance and security at 4 of the bigger parks and trails, as outlined in the Partnership Agreement entered into between the City of Flint and the Genesee County Parks and Recreation Commission. This Resolution will authorize the acceptance of the grant from the CS Mott Foundation.

FINANCIAL IMPLICATIONS:

Dept.	Name of Account	Account Number	Grant Code	Amount
Parks	Professional Service	296-704.807-801.000	PCSM-PARKS23	\$620,000.00

Budgeted Expenditure: NO

If no, please explain: The funds were awarded after the FY24 budget was approved.

Pre-encumbered? NO

Requisition No:

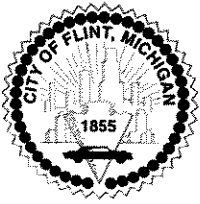
Staff Recommendation: Staff recommends approval of this resolution.

DEPARTMENT HEAD SIGNATURE



Emily Doerr (Date: 2023 11 01 4:57)

Emily Doerr Director of Planning and Development



240082.1

PRESENTED: 4-03-2024

ADOPTED: _____

RESOLUTION TO APPROVE AN OBSOLETE PROPERTY REHABILITATION EXEMPTION CERTIFICATE (PA 146 OF 2000 AS AMENDED) APPLICATION FOR 2957 CARR STREET

BY THE CITY ADMINISTRATOR:

Per the approved minutes of a regular meeting of the Economic Development Commission of the City of Flint held on August 8th at Flint City Hall at 10:00am:

PRESENT: Chairperson Mayor Sheldon Neeley, Vice Chair Richard King, Member Greg Veiner, Member Karen Vance, and Member Martin Banks.

ABSENT: Member Derwin Munroe, Member William Hammond, Member Maurice Davis.

The following resolution was offered by Vice Chair King, and supported by Member Banks. Unanimous support.

Resolution Approving Obsolete Property Rehabilitation Exemption Certificate Application for Waterfront Capital LLC Located at 2957 Carr Street

WHEREAS, pursuant to PA 146 of 2000, the City of Flint is a Qualified Local Governmental Unit eligible to establish one or more Obsolete Property Rehabilitation Districts; and

WHEREAS, the City of Flint legally established the Obsolete Property Rehabilitation District at 2957 Carr Street on May 13, 2019, after a public hearing held on May 13, 2019; and

WHEREAS, the taxable value of the property proposed to be exempt plus the aggregate taxable value of property already exempt under Public Act 146 of 2000 and under Public Act 198 of 1974 (IFT's) does not exceed 5% of the total taxable value of the City of Flint; and

WHEREAS, exceeding 5% will not have the effect of substantially impeding the operation of the Qualified Local Governmental Unit or of impairing the financial soundness of an affected taxing unit; and

WHEREAS, the application was approved at a public hearing as provided by section 4(2) of Public Act 146 of 2000 on May 13, 2019; and

WHEREAS, applicant Waterfront Capital LLC is not delinquent in any taxes related to the facility; and

WHEREAS, the application was approved by the City of Flint Economic Development Corporation for 4 years with an extension subject to performance; and

WHEREAS, the application is for obsolete property as defined in section 2(h) of Public Act 146 of 2000; and

WHEREAS, the applicant Waterfront Capital LLC has provided answers to all required questions under the application instructions to the City of Flint Economic Development Corporation; and

WHEREAS, the City of Flint requires that rehabilitation of the facility shall be completed by 10/31/2025 and

WHEREAS, the commencement of the rehabilitation of the facility did not occur before the establishment of the Obsolete Property Rehabilitation District; and

WHEREAS, the application relates to a rehabilitation program that when completed constitutes a rehabilitated facility within the meaning of Public Act 146 of 2000 and that is situated within an Obsolete Property Rehabilitation District established in the City of Flint eligible under Public Act 146 of 2000 to establish such a district; and


WHEREAS, completion of the rehabilitated facility is calculated to, and will at the time of issuance of the certificate, have the reasonable likelihood to increase commercial activity and create employment in which the facility is situated; and

WHEREAS, the rehabilitation includes improvements aggregating 10% or more of the true cash value of the property at commencement of the rehabilitation as provided by section 2(l) of Public Act 146 of 2000.


NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Flint Be and hereby is granted an Obsolete Property Rehabilitation Exemption for the real property, excluding land, located in the Obsolete Property Rehabilitation District at 2957 Carr Street for a period of four (4) years, beginning December 31, 2024, and ending December 30, 2028, pursuant to the provisions of PA 146 of 2000, as amended.

APPROVED AS TO FORM:

APPROVED AS TO FINANCE



William Kim (Feb 14, 2024 14:28 EST)




Phillip Moore (Feb 13, 2024 12:45 EST)

William Kim, City Attorney

Phillip Moore, Chief Finance Officer

ADMINISTRATION:

CITY COUNCIL:



CLYDE D EDWARDS (Feb 14, 2024 15:10 EST)

Clyde Edwards, City Administrator

Flint City Council



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: February 9, 2024

AGENDA ITEM TITLE: Resolution Approving Obsolete Property Rehabilitation Exemption Certificate Application for Waterfront Capital LLC Located at 2957 Carr Street

PREPARED BY Emily Doerr, Director, Business and Community Services (formerly named Planning and Development)

BACKGROUND/SUMMARY OF PROPOSED ACTION:

This is a resolution for City Council to approve the application by Waterfront Capital LLC for a 4-year tax abatement under the Obsolete Property Rehabilitation Act (Michigan PA 146 of 2000 as Amended) for 2957 Carr Street. All proper steps have been followed. This tax abatement is an economic development tool to encourage redevelopment which will increase commercial activity and create employment.

The packet includes: the resolution creating the OPRA District approved by City Council on 5/13/19; the minutes from the City of Flint Zoning Board of Appeals meeting on March 15, 2022 during which a zoning variance for 2957 Carr Street was approved; the application submitted by Waterfront Capital LLC for the August 8th 2023 City of Flint Economic Development Corporation meeting; and the approved minutes of the City of Flint EDC from August 8th.

FINANCIAL IMPLICATIONS: The applicant will invest atleast \$450,000 and atleast 5 jobs will be created or retained in the northeast part of the city.

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN: NO FINANCIAL OUTPUT

STAFF RECOMMENDATION: APPROVED

DEPARTMENT HEAD SIGNATURE:

Emily Doerr, Director, Business and Community Services

Emily Doerr (Feb 13, 2024 12:42 EST)

190124.1

Resolution No.: _____

Presented: 5-8-19

Adopted: 5-13-19

Resolution Approving an Obsolete Property Rehabilitation District at 2957 Carr St.

(P.A. 146 of 2000, as amended)

By the Mayor:

Pursuant to Act No. 146 of the Public Acts of 2000, the City of Flint has the authority to establish Obsolete Property Rehabilitation Act Districts within the physical boundaries of the City of Flint.

The Fraiser Flint LLC has filed a request that an Obsolete Property Rehabilitation District be established on real property located at 2957 Carr St. within the City of Flint, and legally described on the Attachment.

The City of Flint sets forth a finding and determination that the district meets the requirements set forth in section 3(1) of Public Act 146 of 2000.

Written notice has been given by mail to all owners of real property located within the proposed district, and to the public by newspaper advertisement in the Flint Journal of the proposed district.

On 5-13-19 a public hearing was held and all residents and taxpayers of the City of Flint were afforded an opportunity to be heard thereon.

The Flint City Council deems it to be in the public interest of the City of Flint to establish the Obsolete Property Rehabilitation District as proposed.

IT IS RESOLVED, by the Flint City Council that the parcels of land legally described in the *Attachment* and situated within the City of Flint, Genesee County, and State of Michigan, be and is hereby established as 2957 Carr St. Obsolete Property Rehabilitation District, pursuant to the provisions of the Public Acts of P.A. 146 of 2000.

APPROVED AS TO FORM:



Angela Wheeler, Chief Legal Officer

ADMINISTRATION



Dr. Karen W. Weaver, Mayor

CITY COUNCIL



Herbert J. Winfrey, President

ATTACHMENT

The land is described premises situated in the City of Flint, County of Genesee, State of Michigan, to-wit:

2957 Carr St.

Parcel No. 47-33-302-006

Legal Description: KEARSLEY LAKE VIEW PART OF NW 1/4 OF SW 1/4 OF SEC 33, T8N, R7E LOTS 11 THRU 18 INCL

RESOLUTION STAFF REVIEW FORM

DATE

March 18, 2019

Agenda Item Title:

1. Resolution Setting Hearing Date to Consider the Establishment of an Obsolete Property Rehabilitation District at 2957 Carr St.
- ✓ 2. Resolution Approving the Establishment of an Obsolete Property Rehabilitation District at 2957 Carr St.)

Prepared By

Department of Planning and Development, Community & Economic Development Division

Background/Summary of Proposed Action:

The attached resolutions are being presented to satisfy the owner's request to establish an Obsolete Property Rehabilitation District on the property commonly known as 2957 Carr St.

Per the public act, a hearing shall be held prior to the establishment of such a district.

Financial Implications (Analysis):

There is no financial impact with the establishment of an Obsolete Property Rehabilitation District. But once established, the district allows the property tax payer to apply for an exemption from ad valorem taxes on rehabilitated facilities within the district for a period of up to 12 years.

Budgeted Expenditure: Yes _____ No X _____ Please explain, if no: N/A

Account #:

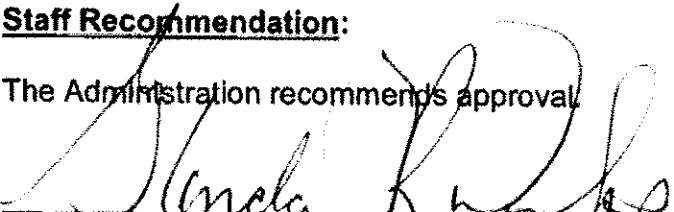
Date Reviewed and approved by Carissa Dotson _____ N/A

Pre-encumbered: Yes _____ No _____ Requisition # _____ N/A

Other Implications (i.e., collective bargaining): There are no known implications

Staff Recommendation:

The Administration recommends approval


Glenda R. Dunlap, Program Manager

RESOLUTION REVIEW FORM

FROM: DCED/ GRD
Department/Author

DATE March 21, 2019
NO.

Law Office Login #

RESOLUTION NAME: Reso approving an obsolete Property Rehabilitation District at 2957 Carr St.

Date In:

1. RESOLUTION REVIEW - PLANNING AND DEVELOPMENT DIRECTOR

By: Suzanne Wilcox 
Planning and Development Director

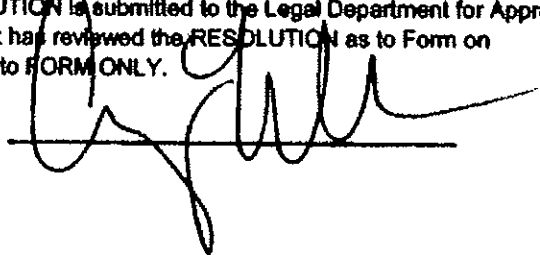
DATE: 3/21/19
(Date)

Date In:

2. RESOLUTION REVIEW - LEGAL

The attached RESOLUTION is submitted to the Legal Department for Approval as to FORM ONLY.
The Legal Department has reviewed the RESOLUTION as to Form on this form approves as to FORM ONLY.

3-25-19, and by signing
(Date)

By: 
Legal Officer

DATE: 3-25-19



Sheldon Neeley
Mayor

CITY OF FLINT

FLINT ZONING BOARD OF APPEALS

FLINT ZONING BOARD OF APPEALS

Meeting Minutes

March 15, 2022

Board Members Present:

Matthew Telliga, Chair
Jerry Kea, Vice-Chair
Ari McCaskill
Ramie Yelle
Florlisa Stebbins
Johnnetta Ricks
Lauren Coney
Derek Dohrman
John E. Hardy II

Staff Present:

William Vandercook, Zoning Coordinator
Keizzy Anpalagan, GIS Administrator
Jonathon Mateen, Planner I
Joanne Gurley, Assistant City Attorney

Planning Commission Representative:

Absent:

Carol-Anne Blower

ROLL CALL:

Chairperson Telliga called the meeting to order at 6:05 p.m. Roll was taken, and a quorum was present. The meeting was held in the Dome Auditorium at the City of Flint City Hall as well as via Zoom meetings.

Matthew Telliga, Chair – appearing in person
Jerry Kea, Vice-Chair – appearing in person
Ari McCaskill – appearing virtually in Flint, MI
Lauren Coney – appearing in person

Florlisa Stebbins – appearing virtually in Flint, MI
Johnnetta Ricks – appearing in person
John E. Hardy II – appearing in person
Derek Dohrman – appearing in person
Ramie Yelle – appearing in person
Carol-Anne Blower – absent

ADOPTION OF February 15, 2022 AGENDA:

Chairman Telliga asked for any changes/comments to be made to the agenda. Following none, Chairman Telliga ask for a motion to approve the agenda as presented.

Commissioner McCaskill made a motion to approve the agenda as presented. Commissioner Hardy supported the motion.



CITY OF FLINT

FLINT ZONING BOARD OF APPEALS

Sheldon Neeley
Mayor

M/S – McCaskill/Hardy
Motion carried.

ADOPTION OF February 15th, 2022 MINUTES

Chairman Telliga asked if there were any changes to the minutes of February 15th 2022. Following none, Chairman Telliga asked for a motion to approve the minutes as presented.

Commissioner Stebbins motioned to approve the minutes from February 15th, 2022 as presented. Commissioner McCaskill supported the motion.

Chairman Telliga asked for a roll-call vote.

Commissioner Stebbins, yes
Commissioner Hardy, yes
Commissioner McCaskill, yes
Commissioner Yelle, yes
Commissioner Dohrman, yes

Commissioner Kea, yes
Commissioner Ricks, yes
Commissioner Coney, yes
Commissioner Blower, absent
Commissioner Telliga, yes

M/S – Stebbins/McCaskill
9 – yes 0 – no 1 – absent
The motion carried.

PUBLIC FORUM:

Commissioner Dohrman read the Rules of the Public Forum.

James Miraglia from Branch Rd. spoke of trespassing, theft, biohazardous and dangerous waste in the neighborhood. Mr. Miraglia stated that at a prior meeting someone expressed a desire to renovate nearby apartment buildings, speaker gathered signatures in response and claims they were not listened to.

A speaker from Carr St. confirmed what the previous speaker stated.

Bill Vandercook stated this case appeared before the Zoning Board of Appeals on November 20th, 2018 as ZBA 18-2221: Donald Houghteling requests a use variance to permit multi-family residential at 2957 Carr St. (Parcel ID 47-33-302-006). A motion was made to approve the application with the condition the following housing was allocated to veterans and seniors, the facility is gated, and applicant submitted a security plan for zoning approval.

Mr. Vandercook read the staff report for that case which was in-support. Commissioner Kea states remembering this case when it last came before the Zoning Board of Appeals and that members of the community voiced concerns for the project. Commissioner Kea asked why this is back at the Zoning Board of Appeals.



Sheldon Neeley
Mayor

CITY OF FLINT

FLINT ZONING BOARD OF APPEALS

Mr. Vandercook stated it is his understanding that the applicant wishes to use the property for multi-family nonspecific to veterans and seniors.

Commissioner McCaskill asked if the property was not already zoned for multifamily use.

Mr. Vandercook answered that the property is zoned A-2 with a use variance conditionally to service veterans and seniors.

Michael Shuell on behalf of Waterfront Capital, added that there were other conditions as well including security, a doctor's office, a fitness center, and a business center.

Inaudible speaker.

Mr. Vandercook added that some conditions may have been added by the Planning Commission.

Commissioner Kea restates remembering this case and the concerned community members. He states a major concern surrounded security and having a gated community with a fence all around.

Commissioner Yelle discussed conditions not being met that were approved the last time the case went to the Zoning Board of Appeals.

Chairman Telliga states it is his understanding this is a new case as this is a new developer.

~~Commissioner McCaskill states zoning stays with the land and variances stay with the owner, if the land is sold variances don't remain. Mr. Vandercook stated he believed this was correct.~~
Note: Per the May 19th, 2022 Meeting, a variance remains with the land regardless of the owner leaving.

Mr. Shuell clarifies that the property is not zoned for multi-family, it is zoned A-2.

Commissioner McCaskill asked why the property is zoned for single-family when the building was originally built in the sixties as multi-family. Chairman Telliga said he believed the current zoning code was enacted in the seventies. Commissioner Yelle said in 1974 the property was zoned A-2.

Commissioner Ricks expressed concern that the language in the variance regarding screening tenets and visitors is vague.

REPORTS:



Sheldon Neeley
Mayor

CITY OF FLINT
FLINT ZONING BOARD OF APPEALS

No reports.

COMMUNICATIONS:

No Communications.

PUBLIC HEARING:

ZBA 22-4: Michael Shuell requests a use variance at 2957 Carr Street Flint, MI 48503 (PID 47-33-302-006) to allow for multi-family walk-up apartments in the A-2 Single Family Medium Density district.

Michael Shuell is speaking first for the applicant. Mr. Shuell stated they would like to make use of the vacant property which is currently zoned A-2 Single-family residential. Mr. Shuell acknowledged the concerns of residents.

Unknown speaker asked what would be done to ensure the area is safe. Mr. Shuell expressed that lighting is one way of ensuring safety and that he doesn't believe fencing is a large enough deterrent.

Jim Henry, a resident on Coggins Ave, states there are currently problems with people accessing the property and claimed there are meth labs being set up. Since speaking at the last meeting Mr. Henry claims there are new concerns with public health including, mold, shootings, and drugs. Mr. Henry supports the previous applicant intent for a gated community. Mr. Henry expressed that he doesn't support the new case. Mr. Henry believes testing for meth is one good step.

Chairman Telliga asked staff if a member of the public spoke on a case in the Public Forum section, if they could speak on the case again in the Public Hearing. Attorney Gurley stated that typically the Public Forum is a time to speak on matters unrelated to cases being heard in the meeting, someone should only be able to speak on a case one time.

Chairman Telliga closed the Public Hearing section.

Mr. Shuell stated that he believes having an occupied facility is the best method of addressing issues mentioned by Mr. Henry. Mr. Shuell restated his belief that a fenced community would not provide a benefit but is willing to accept that as a condition if residents desire it. Mr. Shuell stated that they have no desire to allow meth labs on the premises.

Chairman Telliga asked if the buildings would all be renovated. Mr. Shuell confirmed. Chairman Telliga asked if there would be security cameras on the property. Mr. Shuell said there would be if it was desired.

Commissioner Ricks asked how long camera recordings would be retained. Mr. Shuell said he believes the camera package he uses at his home retains recordings for up to six months.



Sheldon Neeley
Mayor

CITY OF FLINT

FLINT ZONING BOARD OF APPEALS

Unknown speaker asked if the markets would be market rate and what the range of rent would be. Mike Zhang, Manager at Waterfront Capital, stated they would be affordable, but that the main concern is with security.

Chairman Telliga stated that the basis of their decision cannot be based on the pricing of the units. Commissioner McCaskill also stated that he believed they were getting close to a point of prejudicing their decision and the purpose of the Board was not to determine pricing.

Commissioner Yelle stated his commitment to hearing and taking resident's concerns seriously and that he doesn't believe letting the property remain vacant will make it safe. Commissioner Yelle believes it is important to take the reports of meth labs and mold in the vacant building seriously and that they be addressed.

Mr. Vandercook suggested that time be taken to have the property tested, as the health and safety of the public should be of the highest concern, with the possibility of deciding at a future date.

Commissioner McCaskill asked if there was a redevelopment plan not included in the application. Chairman Telliga asked if there would be an occupancy inspection. Mr. Vandercook stated it would have to be an inspection by an environmental company.

Commissioner Yelle addressed a previous question by Chairman Telliga if the matter can be postponed once started, stating that it is possible. Commissioner McCaskill stated that if the applicant is expected to resubmit the application with additional information the only way to do so would be to deny the current case. Commissioner Yelle disagreed stating the handbook allows for the Board to request additional information regarding public health.

Commissioner McCaskill restates he believes the questions being asked are outside the scope of the Board. Chairman Telliga agreed with Commissioner McCaskill and stated they could approve the application with conditions of cameras and being fenced and gated.

Commissioner Yelle stated that he believed the Board has oversight of public health concerns.

Commissioner McCaskill and Chairman Telliga restated their views.

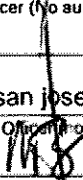
Commissioner Yelle stated they could postpone the meeting. Commissioner McCaskill said they could postpone the current application for review at a later date but could not request more information not in the current application. Commissioner Yelle asked for Assistant Attorney JoAnne Gurley to respond to the discussion. Attorney Gurley stated there are four powers that the Zoning Board of Appeals have: One is hearing and deciding questions that arise from administering the zoning variance. Two is to interpret zoning maps. Three is to hear and decide matters referred to the Zoning Board of Appeals by ordinance or by statute. Fourth is to consider appeals from the Planning Commission.

Application for Obsolete Property Rehabilitation Exemption Certificate

Issued under authority of Public Act 146 of 2000, as amended.

This application should be filed after the district is established. This project will not receive tax benefits until approved by the State Tax Commission. Applications received after October 31 may not be acted upon in the current year. This application is subject to audit by the State Tax Commission.

INSTRUCTIONS: File the completed application and the required attachments with the clerk of the local government unit. (The State Tax Commission requires two copies of the Application and attachments. The original is retained by the clerk.) See State Tax Commission Bulletin 9 of 2000 for more information about the Obsolete Property Rehabilitation Exemption. The following must be provided to the local government unit as attachments to this application: (a) General description of the obsolete facility (year built, original use, most recent use, number of stories, square footage); (b) General description of the proposed use of the rehabilitated facility. (c) Description of the general nature and extent of the rehabilitation to be undertaken, (d) A descriptive list of the fixed building equipment that will be a part of the rehabilitated facility. (e) A time schedule for undertaking and completing the rehabilitation of the facility. (f) A statement of the economic advantages expected from the exemption. A statement from the assessor of the local unit of government, describing the required obsolescence has been met for this building, is required with each application. Rehabilitation may commence after establishment of district.

Applicant (Company) Name (applicant must be the OWNER of the facility) waterfront capital llc		
Company Mailing Address (Number and Street, P.O. Box, City, State, ZIP Code) P.O. Box 9324, San Jose, CA 95157		
Location of obsolete facility (Number and Street, City, State, ZIP Code) 2957 Carr St		
City, Township, Village (Indicate which) Flint		County Genesee
Date of Commencement of Rehabilitation (mm/dd/yyyy) 7/26/2023	Planned date of Completion of Rehabilitation (mm/dd/yyyy) 8/26/2024	School District where facility is located (include school code) Flint School/ID 2614520
Estimated Cost of Rehabilitation \$450,000.00	Number of years exemption requested 12	
Attach legal description of obsolete property on separate sheet.		
Expected Project Outcomes (Check all that apply)		
<input checked="" type="checkbox"/> Increase commercial activity	<input type="checkbox"/> Retain employment	<input checked="" type="checkbox"/> Revitalize urban areas
<input checked="" type="checkbox"/> Create employment	<input type="checkbox"/> Prevent a loss of employment	<input checked="" type="checkbox"/> Increase number of residents in the community in which the facility is situated
Indicate the number of jobs to be retained or created as a result of rehabilitating the facility, including expected construction employment. 5		
<input checked="" type="checkbox"/> Each year, the State Treasurer may approve 25 additional reductions of half the school operating and state education taxes for a period not to exceed six years. Check the box at left if you wish to be considered for this exclusion		
APPLICANT CERTIFICATION		
The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all of the information is truly descriptive of the property for which this application is being submitted. Further, the undersigned is aware that, if any statement or information provided is untrue, the exemption provided by Public Act 146 of 2000 may be in jeopardy. The applicant certifies that this application relates to a rehabilitation program that, when completed, constitutes a rehabilitated facility, as defined by Public Act 146 of 2000, as amended, and that the rehabilitation of the facility would not be undertaken without the applicant's receipt of the exemption certificate. It is further certified that the undersigned is familiar with the provisions of Public Act 146 of 2000, as amended, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Obsolete Property Rehabilitation Exemption Certificate by the State Tax Commission.		
Name of Company Officer (No authorized agents) Mike Zhang	Telephone Number (408) 401-2840	Fax Number (877) 567-6005
Mailing Address p.o. box 9324, san jose, ca 95157	E-mail Address mike.zhang@gmail.com	
Signature of Company Officer (No authorized agents) 	Title Manager	
LOCAL GOVERNMENT UNIT CLERK CERTIFICATION		
The Clerk must also complete Parts 1, 2 and 4 on page 2. Part 3 is to be completed by the Assessor.		
Signature	Date Application Received	
FOR STATE TAX COMMISSION USE		
Application Number	Date Received	LUCI Code

LOCAL GOVERNMENT ACTION

This section is to be completed by the clerk of the local governing unit before submitting the application to the State Tax Commission. Include a copy of the resolution which approves the application and instruction items (a) through (f) on page 1, and a separate statement of obsolescence from the assessor of record with the State Assessor's Board. All sections must be completed in order to process.

PART 1: ACTION TAKEN

Action Date

Exemption Approved for _____ Years, ending December 30, _____ (not to exceed 12 years)
 Denied

Date District Established	LUCI Code	School Code
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PART 2: RESOLUTIONS (the following statements must be included in resolutions approving)

<p>A statement that the local unit is a Qualified Local Governmental Unit.</p> <p>A statement that the Obsolete Property Rehabilitation District was legally established including the date established and the date of hearing as provided by section 3 of Public Act 146 of 2000.</p> <p>A statement indicating whether the taxable value of the property proposed to be exempt plus the aggregate taxable value of property already exempt under Public Act 146 of 2000 and under Public Act 198 of 1974 (IFT's) exceeds 5% of the total taxable value of the unit.</p> <p>A statement of the factors, criteria and objectives, if any, necessary for extending the exemption, when the certificate is for less than 12 years.</p> <p>A statement that a public hearing was held on the application as provided by section 4(2) of Public Act 146 of 2000 including the date of the hearing.</p> <p>A statement that the applicant is not delinquent in any taxes related to the facility.</p> <p>If it exceeds 5% (see above), a statement that exceeding 5% will not have the effect of substantially impeding the operation of the Qualified Local Governmental Unit or of impairing the financial soundness of an affected taxing unit.</p> <p>A statement that all of the items described under "Instructions" (a) through (f) of the Application for Obsolete Property Rehabilitation Exemption Certificate have been provided to the Qualified Local Governmental Unit by the applicant.</p>	<p>A statement that the application is for obsolete property as defined in section 2(h) of Public Act 146 of 2000.</p> <p>A statement that the commencement of the rehabilitation of the facility did not occur before the establishment of the Obsolete Property Rehabilitation District.</p> <p>A statement that the application relates to a rehabilitation program that when completed constitutes a rehabilitated facility within the meaning of Public Act 146 of 2000 and that is situated within an Obsolete Property Rehabilitation District established in a Qualified Local Governmental Unit eligible under Public Act 146 of 2000 to establish such a district.</p> <p>A statement that completion of the rehabilitated facility is calculated to, and will at the time of issuance of the certificate, have the reasonable likelihood to, increase commercial activity, create employment, retain employment, prevent a loss of employment, revitalize urban areas, or increase the number of residents in the community in which the facility is situated. The statement should indicate which of these the rehabilitation is likely to result in.</p> <p>A statement that the rehabilitation includes improvements aggregating 10% or more of the true cash value of the property at commencement of the rehabilitation as provided by section 2(i) of Public Act 146 of 2000.</p> <p>A statement of the period of time authorized by the Qualified Local Governmental Unit for completion of the rehabilitation.</p>
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PART 3: ASSESSOR RECOMMENDATIONS

Provide the Taxable Value and State Equalized Value of the Obsolete Property, as provided in Public Act 146 of 2000, as amended, for the tax year immediately preceding the effective date of the certificate (December 31 of the year approved by the STC)

Building Taxable Value	Building State Equalized Value	
\$ 103,455	\$ 138,400	
Name of Government Unit	Date of Action Application	Date of Statement of Obsolescence
City of Flint		7/18/2023

PART 4: CLERK CERTIFICATION

The undersigned clerk certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way. Further, the undersigned is aware that if any information provided is untrue, the exemption provided by Public Act of 2000 may be in jeopardy.

Name of Clerk	Telephone Number	
Clerk Mailing Address		
Mailing Address		
Telephone Number	Fax Number	E-mail Address
Clerk Signature	Date	

For faster service, email completed application and attachments to PTE@michigan.gov. An additional submission option is to mail the completed application and attachments to Michigan Department of Treasury, State Tax Commission, PO Box 30471, Lansing, MI 48909. If you have any questions, call 517-335-7491.



1101 S. SAGINAW STREET
FLINT, MICHIGAN 48502
810.766.7426 TEL
810.766.7351 FAX

EDC Minutes: August 8th, 2023

Meeting called to order at 10:11am.

Members in attendance were Chairperson Mayor Sheldon Neeley, Member Veiner, Member Vance, Member Banks, and Member King.

Reaffirming resolution motioned by Member King, seconded by Member Banks; unanimous approval.

Unanimous approval of minutes from July 11th.

Action Item (Application for Obsolete Property Rehabilitation Exemption Certificate for 2957 Carr Street – owner Waterfront Capital LLC) was presented by Director Doerr – the District was previously set up in May 2019 by City Council - with supporting information provided by City Assessor Stacey Kaake.

Motion to amend application to 4 years with an extension subject to performance; application will need to go to Council

Moved By: Richard King

Supported By: Martin Banks

Voting For: Unanimous (Board members Neeley, King, Veiner, Banks, and Vance)

Voting Against: None

Meeting adjourned at 10:34am.



240120

RESOLUTION NO.: _____

PRESENTED: 4-03-2024

ADOPTED: _____

PROPOSAL #22000512

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO ERNST & YOUNG FOR THE MANAGEMENT OF ARPA FUNDS
(REVISED FY24)**

WHEREAS, The City of Flint Division of Purchases & Supplies solicited proposals for a compliance firm to manage the American Rescue Plan Act ("ARPA"), Coronavirus Local Fiscal Recovery Funds ("CLFRF") as requested by the Finance Department in 2021. Ernst & Young was the recommended awarded bidder for this solicitation for the term of FY2022 through FY2027.

WHEREAS, Flint City Council adopted Resolution 210280 to accept ARPA funding on June 14, 2021. Flint City Council adopted Resolution 210540 on January 10, 2022 authorizing a 1-year contract (Year 1) with Ernst & Young for the compliance management of ARPA funds. Flint City Council later adopted Resolution 220507 on December 12, 2022 authorizing a one-year (Year 2) contract with Ernst & Young for the compliance management of ARPA funds.


WHEREAS, The Finance Department is recommending renewal of the contract with Ernst & Young for ARPA compliance management for a 1-Year Term for Year 3, in an amount not-to-exceed \$738,025.00 for FY2024. This contract renewal includes amendments to the previous years' contract terms and conditions to conform to the amended Scope of Services to be provided by Ernst & Young LLP for ARPA compliance.

Funding for said purchases will come from the following account:

Account Number	Account Name/Grant Code	Amount
101-173.000-801.000	PROFESSIONAL SERVICES	\$738,025.00
	FY2024 GRAND TOTAL:	\$738,025.00


IT IS RESOLVED, That the Appropriate City Officials upon City Council's approval, can hereby enter into Year 3 of the amended ARPA Compliance Services Contract with Ernst & Young LLP, in the amount not to exceed \$738,025.00 for a for FY2024 (07/01/23-06/30/24). Based on review and validation of the appropriate fund use by the City's compliance firm, implementation of these funds will be consistent and compliant with US Department of Treasury requirements and previously approved authorizations.

APPROVED AS TO FORM:


William Kim (Mar 20, 2024 09:50 EDT)

William Kim, City Attorney

APPROVED AS TO FINANCE:


Phillip Moore (Mar 20, 2024 09:43 EDT)

Phillip Moore, Chief Finance Officer

FOR THE CITY OF FLINT:

CLYDE D EDWARDS
CLYDE D EDWARDS (Mar 20, 2024 12:05 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO PURCHASING:

Lauren Rowley

Lauren Rowley, Purchasing Manager



RESOLUTION NO.: 220507
 PRESENTED: DEC - 7 2022
 ADOPTED: DEC 12 2022

BY THE MAYOR:

RESOLUTION TO RENEW ERNST & YOUNG LLP FOR MANAGEMENT OF THE ARPA FUNDS

WHEREAS, In January of 2022 the City of Flint awarded a one-year contract to Ernst & Young LLP to be the City of Flint's ARPA administration, compliance, and implementation firm;

WHEREAS, Acceptance of American Rescue Plan Act ("ARPA"), Coronavirus Local Fiscal Recovery Funds ("CLFRF") was adopted with Resolution No. 210280 on June 14, 2021;


WHEREAS, Ernst & Young LLP is currently providing Federal grant compliance guidance with the City's awarded ARPA funds to ensure compliance with the latest US Department of the Treasury final rules;

WHEREAS, The City of Flint Finance Department is recommending renewal of the contract with Ernst & Young LLP in an amount for year-two not-to-exceed \$884,380.00. This contract will use grant code FUSDT-CSLFRF and account 287-171.716-801.000 Professional Services.

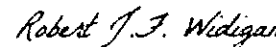
Year	Amount
Cost to Date as of 11/30/22	\$ 307,000
Year 2	884,380
Year 3	738,025
Year 4	627,494
Year 5	593,525
Total for Year Two	\$ 884,380

IT IS RESOLVED, The appropriate City officials are authorized to do all things necessary to renew the contract with Ernst & Young LLP, the City of Flint's ARPA administration, compliance, and implementation firm, in the amount not-to-exceed \$884,380.00 with the option to renew at the rates as outlined in the table above.

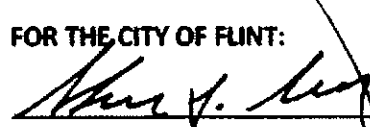
APPROVED AS TO FORM:


 William Kim (Nov 30, 2022 13:19 EST)
 William Kim, Chief Legal Officer

APPROVED AS TO FINANCE:

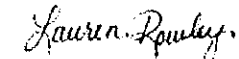

 Robert J.F. Widigan, Chief Financial Officer


FOR THE CITY OF FLINT:


 Mayor Sheldon A. Neeley

APPROVED BY CITY COUNCIL:

APPROVED AS TO PURCHASING:


 Lauren Rowley, Purchasing Manager

APPROVED BY
 CITY COUNCIL
 DEC 12 2022 

STAFF REVIEW

Date: November 29, 2022

Agenda Item Title: Resolution To Renew Ernst & Young LLP For Management Of The ARPA Funds

Prepared By: V. Foster

Background/Summary of Proposed Action: Ernst & Young LLP is currently providing Federal grant compliance guidance with the city's awarded ARPA funds to ensure compliance with the latest US Department of the Treasury final rules. On January 10, 2022, the Flint City Council adopted Resolution No. 210540.1, which authorized the appropriate City officials to enter into and manage a one-year contract with Ernst & Young LLP in the amount not-to-exceed \$1,150,650.00 with the option to renew.

The cost for year one of the contract, as of November 30, 2022, is \$307,000.00. As the current one-year contract ends, the City of Flint Finance Department is recommending renewal the contract with Ernst & Young LLP in an amount for year two not-to-exceed \$884,380.00.

Financial Implications:

There are funds available in the account listed below.

Account No.	Grant Code	Category	Amount
287-171.716-801.000	FUDST-CSLFRF	Professional Services	\$884,380.00

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

None

Other Implications: No other implications are known at this time.

Staff Recommendation: Staff recommends approval of this resolution.

Compliance With Latest U.S. Department of The Treasury Coronavirus State and Local Fiscal Recovery Funds Final Rule: Yes. The City of Flint's ARPA administration, compliance, and implementation firm, Ernst & Young LLP has reviewed and signed off as to compliance.

Robert J.F. Widigan

Robert J.F. Widigan
Chief Financial Officer

**CITY OF FLINT AND ERNST & YOUNG, LLP CONTRACT-MANAGEMENT OF
AMERICAN RESCUE PLAN ACT (ARPA) CORONAVIRUS LOCAL FISCAL
RECOVERY FUNDS**

This Agreement (“Agreement”), between the City of Flint, a Michigan municipal corporation, 1101 S. Saginaw St., Flint, MI 48502 (“City”) and Ernst & Young LLP, 777 Woodward Avenue, Detroit, MI 48226 (“EY”) (collectively, “Parties”) hereby enter into this agreement with the following terms:

1. **Term:** This Agreement with EY shall commence on January 1, 2022 and will continue at the will of the Mayor and/or contingent upon the continuation of the funding made available through grant code FUSDT-CSLFRF and account #287.171.716.801.000.
2. **Scope of Services:** The City of Flint is seeking the proper administration, compliance and implementation of the ARPA funds related to managing the novel coronavirus (COVID-19) pandemic response and recovery and management of funds utilized under Expenditure Category 6.1 (Revenue Replacement Funds). EY shall support the City performing these services as outlined in Exhibit B to this Agreement. The City acknowledges that EY is an independent contractor and may decide how best to accomplish the tasks described in Exhibit B in cooperation with the Chief Financial Officer or his designee. The City reserves the right to request and receive adequate progress and/or status reports regarding the services listed above.
3. The City also acknowledges that EY is free to engage in other similar agreements with other clients at EY discretion provided there are no existing conflicts.
4. **Compensation:** EY shall be paid by the City as follows:

EY will complete this work in an amount not to exceed \$738,025 for year 3. Subject to City Council approval, the parties may agree to continue the agreement as outlined below with an option for years 4 through 5 included for through FY2027:

Year	Amount
Year 1 (actual)	\$597,657.85
Year 2 (actual)	\$460,476.60
Year 3	\$738,025
Year 4	\$627,494
Year 5	\$593,074
Aggregate Total	\$3,440,630.85

Any variances from these terms must be approved by the Finance Director. EY shall invoice the City at the end of each month and the City will pay such invoice

within 30 days of receipt of invoice. Fees for actual time incurred are outlined in Exhibit B-Statement of Work, Fees Paragraph.

(a) EY shall submit itemized invoices for all services provided under this Agreement identifying:

- (i) The date of service
- (ii) The contract number
- (ii) The name of person providing the service and a general description of the service provided.
- (iii) The unit rate and the total amount due.

Invoices shall be submitted to:

City of Flint
Accounts Payable
P.O. Box 246
Flint, MI 48501-0246

The City will exercise reasonable discretion in determining whether EY has provided a proper invoice. The City may require additional information or waive requirements as it sees fit.

The City retains E&Y as an independent contractor in accordance with the terms and conditions set forth in this Agreement. Nothing in the Agreement shall be construed to create the relationship of employer and employee between the City and EY. EY and its employees and agents, if any, shall be deemed at all times and for all purposes to be independent contractors.

EY acknowledges and agrees that all payments by the City to EY shall be made without deduction for federal, state, or local income taxes, social security taxes, self-employment taxes and similar items, and that EY shall be solely responsible to report income under this Contract to the Internal Revenue Service and other appropriate taxing authorities, including the City and to pay such taxes. EY further acknowledges and agrees that all payments under this Agreement to EY by the City shall be reported to the Internal Revenue Service and other appropriate taxing authorities on Form 1099 (or equivalent form).

EY also acknowledges that the City shall not be responsible for paying or providing fringe benefits of any kind, including but not limited to paid leave time, medical, or retirement benefits. The compensation described above shall be the sole consideration paid to EY by the City.

5. **Non-Discrimination:** EY shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq., and all other

federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position or status with respect to public assistance. A breach of this covenant is a material breach of this Agreement.

6. **Ethics:** Pursuant to the Flint City Charter § 1-602 (I) entitled Notice, every public servant, volunteer and city, contractor is to receive training and be provided with a copy of these ethical standards upon passage of this Charter or at the time of appointment and or hire or the commencement of services. Therefore, EY acknowledges receipt of Flint City Charter §1-602 and agrees that its staff shall abide by the terms and participate in any training provided by the City/or update orientation as may be necessary from time to time. Public servants are all persons employed or otherwise engaged by the corporation of the City of Flint to conduct business on its behalf including but not limited to elected officials, appointed employees, members of boards and commissions, classified employees, contractual employees, and volunteers, in accordance with Flint City Charter §1-602.
7. **Anti-Lobbying:** EY shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying' means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." EY shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, EY agrees to require that language of this assurance be included in the award documents of all sub awards.
8. **Termination:** EY may terminate this Agreement by giving thirty (30) days written notice to the City. In addition, EY may terminate this Agreement, or any particular services, upon thirty (30) days written notice to the City if EY reasonably determines that EY can no longer provide the services in accordance with applicable law or professional regulations including those administered by the American Institute of Certified Public Accountants, Securities and Exchange Commission, and Public Company Accounting Oversight Board. EY and the City may mutually agree to EY terminating the agreement at an earlier date in writing. The City, by its City Administrator, may terminate this Agreement at any time and for any reason. Should the City terminate this Agreement, the City shall be financially obligated to EY only for documented, unpaid work performed prior to EY's notification.
9. **Liability:** EY, not the City, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by EY under this

agreement. Nothing in this Agreement should be construed as a waiver of any governmental immunity by the City, its agent or its employees as provided by statute or court decisions.

For all claims arising under this Agreement or otherwise related to the services under this Agreement, regardless of the basis on which the claim is made, EY's liability for direct damages shall be limited to the fees paid to EY for performance hereunder.

EY shall not be liable for incidental, indirect, special, consequential, or punitive damages in connection with claims arising under this Agreement or otherwise related to the services under this Agreement.

EY shall be solely responsible for all of the liabilities and obligations under this Agreement or relating to the services, whether or not performed in whole or part by EY, any other Ernst & Young member firm ("EY Firm") or any of their respective affiliates and personnel.

10. **Indemnification/Insurance:** EY understand and acknowledges that the City has no obligation whatsoever to defend, indemnify, or otherwise hold harmless EY from any claims that may arise out of the performance of EY's duties as specified in this Agreement.

EY agrees to maintain:

- Professional liability insurance in an amount not less than \$2,035,030 per occurrence/\$2,035,030 annual aggregate, covering negligent acts, errors, omissions, or willful misconduct of a professional nature committed or alleged to have been committed by EY in the performance of EY's services set forth herein.

Coverage shall be effective upon the date of the Agreement and shall be maintained during the term of the EY agreement. EY shall provide proof of such insurance, issued by an insurer licensed to do business in the State of Michigan, in a form acceptable to the City. Insurance coverage shall cover all claims against the City of Flint, its officials and employees, arising out of the work performed by the EY under this Contract.

In the occasion of cancellation, material restriction, non-renewal, or lapse of any of the required policies, EY agrees to indemnify and hold harmless the City and all persons entitled to indemnification by the City pursuant to Flint Code of Ord. §35-80, for any and all third party claims against the City based that upon bodily injury, death, or damage to (including loss or destruction of) tangible property that arise out of negligence or intentional misconduct of Contractor, its owners, agents, employees, partners or subcontractors. Should EY fail to indemnify the City in the above-mentioned circumstances, the City may exercise its option to deduct the

cost that it incurs from the contract price forthwith. This paragraph shall survive the expiration or termination of this Agreement in perpetuity.

11. **Confidentiality:** EY agrees that any information or records provided to EY by the City, its officials, or employees, shall remain the property of the City and shall not be disclosed to third parties without the prior written consent of the City. The confidentiality and non-disclosure obligations in this Section 8 do not apply, however, to information that (i) is, at the time of disclosure, in the public domain; or (ii) becomes part of the public domain through publications or otherwise without EY breach of this Agreement.

EY may disclose confidential information without prior written consent if disclosure is compelled by court order, investigative demand, subpoena or similar legal process. EY shall provide City advance written notification of any such disclosure requirements unless notification is prohibited under applicable law.

This paragraph shall survive the expiration or termination of this Agreement in perpetuity.

12. **Records Property of City and Intellectual Property:** All documents, information, reports and the like prepared or generated by EY as a result of this contract shall become the sole property of the City of Flint, subject to restrictions on their distribution to third parties and EY's retention of ownership of certain data, modules, leading practices, and specifications developed or used by EY or its licensors, or to which EY otherwise has rights, including enhancements and improvements developed in the course of performing the services.

13. **Governing Law:** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Michigan.

14. **Severability:** The invalidity of any portion of this Agreement shall not invalidate the remainder of the Agreement, unless the elimination of the invalid portions shall substantially defeat the intent and purposes of the parties.

15. **Non-Assignment:** This Agreement is personal to each of the parties and neither party may assign or delegate any of its rights or obligations under this Agreement without first obtaining the other's written consent.

16. **No Third-Party Beneficiary:** No contractor, subcontractor, mechanic, materialman, laborer, vendor, or other person dealing with the principal E&Y shall be, nor shall any of them be deemed to be, third-party beneficiaries of this agreement, but each such person shall be deemed to have agreed (a) that they shall look to the principal EY as their sole source of recovery if not paid, and (b) except as otherwise agreed to by the principal EY and any such person in writing, they may not enter any claim or bring any such action against the City under any circumstances. Except as provided by law, or as otherwise agreed to in writing between the City and such person, each such person shall be deemed to have

waived in writing all rights to seek redress from the City under any circumstances whatsoever.

17. **Standards of Performance:** EY agrees to perform all work in a professional and workmanlike manner and in accordance with professional standards that apply to EY in its performance of services. The City is relying upon the professional reputation, experience, and ability of EY. EY agrees that all of the obligations required by the EY under this Agreement shall be performed by EY or by others utilized, subcontracted by EY and working under EY's direction and control. The continued effectiveness of EY during its term or any renewal term shall be contingent upon EY meeting the performance standards described herein.
18. **Time of Performance:** EY's services shall commence immediately upon receipt of the notice to proceed and shall be carried out forthwith and without reasonable delay.
19. **Waiver:** Failure of the City to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any term, covenant, or condition. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.
20. **Force Majeure:** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, and acts of God. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the services may be continue.
21. **COVID-19 Policies and Training:** Contractor acknowledges that the Country is in the middle of a COVID-19 pandemic and agrees that Contractor, its staff and its subcontractors will comply with Federal, State of Michigan Executive Orders, Michigan Department of Health and Human Services Epidemic Orders, Local guidance, CDC, OSHA, MIOSHA and other regulatory guidelines to mitigate risk and exposure to COVID-19. Contractor also agrees that Contractor, its staff and subcontractors if any, shall abide by City of Flint COVID-19 policies and procedures currently in existence, modified or that may be created, including but not limited daily temperature checks, social distancing, mitigation and disinfected measures and agree to participate in any trainings as required by the City of Flint. Contractor, its staff and its subcontractors agree that failure to comply with this provision shall constitute a substantial and material breach of this contract. Such

a breach shall constitute good cause for the termination of this contract should the City of Flint decide to terminate on such basis.

22. **Good Standing:** EY must remain current and not be in default of any obligations due the City of Flint, including the payment of taxes, fines, penalties, licenses, or other monies due the City of Flint. Violations of this clause shall constitute a substantial and material breach of this contract. Such breach shall constitute good cause for the termination of this contract should the City of Flint decide to terminate on such basis.

23. **Disallowing Business Transaction with EY if involved in pending litigation or litigation within the past five (5) years.** It is hereby established that the City may not enter into a contract with any EY, company and/or subsidiary that is or has been within the past five (5) years, involved in a lawsuit with the City of Flint. All existing agreements and the like that fall within the parameters of the prohibitions will be cancelled.

24. **Integration:** This Agreement contains all of the terms and conditions of the agreement between the Parties. No amendments or modification to this Agreement will be valid unless in writing and signed by both parties. The Agreement shall be binding on the parties, their legal representatives, successors, and assigns.

25. **Dispute Resolution:** Claims by City or EY seeking solely injunctive relief shall be brought in a court of competent jurisdiction located in the State of Michigan. All other claims seeking remedies other than injunctive relief shall be resolved through mediation and (if necessary) arbitration in accordance with the Dispute Resolution Procedures set forth in Exhibit A.

26. **EY Grants Accelerator:** EY will leverage its proprietary EY Grants Accelerator (EYGA) in performance of the services under this Agreement. Terms and conditions applicable to EYGA including City access to and use of the tool are incorporated in Exhibit C (EYGA Terms and Conditions).

27. **Whole Agreement:** This written agreement and any documents cited herein embody the entire agreement between the parties. Any additions, deletions or modifications hereto must be in writing and signed by both parties.

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

By: _____
Sheldon A. Neeley, Mayor

Clyde D. Edwards, City Administrator

By: _____

Ernst & Young, LLP

APPROVED AS TO FORM:

William Kim, Chief Legal Officer

Exhibit A – Dispute Resolution Procedures

Mediation

Exhibit A – Dispute Resolution Procedures

Mediation

A party shall submit a dispute to mediation by written notice to the other party or parties within 90 days from the date the party knows or should have known the facts giving rise to the claim, dispute or question. A party's failure to comply with any portion (including timeliness) of this provision shall be deemed a permanent waiver and forfeiture of the claim, dispute, or question, if the party being provided with notice of mediation after 90 days reasonably determines that the non-compliance materially prejudices it.

The mediator shall be selected by the parties. If the parties cannot agree on a mediator, the International Institute for Conflict Prevention and Resolution ("CPR") shall designate a mediator at the request of a party. Any mediator must be acceptable to all parties and must confirm in writing that he or she is not, and will not become during the term of the mediation, an employee, partner, executive officer, director, or substantial equity owner of any EY audit client.

The mediator shall conduct the mediation as he/she determines, with the agreement of the parties. The parties shall discuss their differences in good faith and attempt, with the mediator's assistance, to reach an amicable resolution of the dispute. The mediation shall be treated as a settlement discussion and shall therefore be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. The mediation proceedings shall not be recorded or transcribed.

Each party shall bear its own costs in the mediation. The parties shall share equally the fees and expenses of the mediator.

If the parties have not resolved a dispute within 90 days after written notice beginning mediation (or a longer period, if the parties agree to extend the mediation), the mediation shall terminate and the dispute shall be settled by arbitration.

Arbitration

The arbitration will be conducted in accordance with the procedures in this document and the CPR Rules for Non-Administered Arbitration ("Rules") as in effect on the date of the Agreement, or such other rules and procedures as the parties may agree. In the event of a conflict, the provisions of this document will control.

The arbitration will be conducted before a panel of three arbitrators, to be selected in accordance with the screened selection process provided in the Rules. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of these procedures, shall be governed by the Federal

Arbitration Act and resolved by the arbitrators. No potential arbitrator may be appointed unless he or she has agreed in writing to these procedures and has confirmed in writing that he or she is not, and will not become during the term of the arbitration, an employee, partner, executive officer, director, or substantial equity owner of any EY audit client.

The arbitration panel shall have no power to award non-monetary or equitable relief of any sort or to make an award or impose a remedy that (i) is inconsistent with the agreement to which these procedures are attached or any other agreement relevant to the dispute, or (ii) could not be made or imposed by a court deciding the matter in the same jurisdiction. In deciding the dispute, the arbitration panel shall apply the limitations period that would be applied by a court deciding the matter in the same jurisdiction, and shall have no power to decide the dispute in any manner not consistent with such limitations period.

The costs of the arbitration shall be split and borne equally between the parties and such costs are not subject to shifting by the arbitrator.

Discovery shall be permitted in connection with the arbitration only to the extent, if any, expressly authorized by the arbitration panel upon a showing of substantial need by the party seeking discovery.

All aspects of the arbitration shall be treated as confidential subject to the laws of the State of Michigan including but not limited to the Michigan Freedom of Information Act. The parties and the arbitration panel may disclose the existence, content or results of the arbitration only in accordance with the Rules or applicable professional standards. Before making any such disclosure, a party shall give written notice to all other parties and shall afford them a reasonable opportunity to protect their interests, except to the extent such disclosure is necessary to comply with applicable law, regulatory requirements, or professional standards.

The result of the arbitration shall be binding on the parties, and judgment on the arbitration award may be entered in any court having jurisdiction.

The aforementioned shall survive the expiration or termination of this Agreement in perpetuity.

Exhibit C (EYGA Terms and Conditions)

Part A: Application Description

1. Application provided "As Is"

The EY Grants Accelerator (the "**Application**") is a lightweight grants management solution built upon Microsoft's Power Platform. Featuring end to end grants management functionality, the Application allows for the application, evaluation, administration, and monitoring for both public and private grants.

2. Application provided "As Is". Except as may be otherwise expressly provided in this Application Information, the Application is provided on an "AS IS" and "AS AVAILABLE" basis without any warranties of any kind. All warranties (including but not limited to implied warranties of merchantability and fitness for a particular purpose or use), terms, conditions and undertakings, whether express or implied by common law, statute, course of dealing or otherwise in relation to the Application and Client's use thereof are excluded to the fullest extent permitted by law. Terms of Use

Access to and use of the Application is provided in accordance with the EY Software as a Service Terms of Use which forms Part B of this Application Information.

3. Authorized Users

Client shall be solely responsible for the persons (the "**Authorized Users**") who are to be authorized to utilize the Application on Client's behalf. Authorized User volume is solely at the discretion of Client.

4. Concurrent Use

The Application is set up to perform optimally for up to number of concurrent Authorized Users as defined in the Statement of Work. To the extent that additional Authorized Users are required to concurrently utilize the Application, overall speed and responsiveness may decrease. The Application can be set up to accommodate more concurrent users without a drop-off in performance; however, this would result in an increase in pricing to reflect the additional costs to EY. For any related questions, Client should reach out to its EY contact person.

5. Support Services

EY will provide, at no additional cost, general support services ("**Support Services**") for the Application at the support levels set out below:

- a. EY will provide planned Application updates twice per year to make available additional Application features and enhancements;
- b. EY will provide support to assist in the remediation of any defect that may arise from Application updates provided the Client meets the Terms of Use requirements as defined in Part B of this Application Information.

Client will provide EY with a list of qualified individuals who are authorized to make requests for Support Services. These individuals may make these requests by contacting EY via the processes defined within the Statement of Work.

Requests for Support Services shall include a documented example of the reported error. Where requested by EY, Client will also provide EY with a listing of output or any other data which EY requires to reproduce operating conditions similar to those present when any defect or error in the Application was identified.

6. Client Responsibilities

Client shall be responsible for determining whether the use of the Application is appropriate for the Client's purposes. In addition, in its use of the Application, Client will:

- a. provide EY access to Client designated personnel whose participation is necessary to enable the successful use of the Application;
- b. provide EY with an email address at which Client will receive written correspondence from EY;
- c. define and implement processes and protocols that pertain to effective use of the Application as well as any relevant tasks and processes in managing internal security (including virus protection), access rights and back-ups;
- d. provide support to Authorized Users in relation to how to use the Application. Questions that cannot be answered may be referred to EY using the support mechanism outlined in this Agreement;
- e. comply with all applicable laws, rules, and regulations as it pertains to its use of the Application, and the employment, contracting, resourcing, hiring and management of Client's personnel, contractors, and other resources, including but not limited to any applicable laws related to employment, and data privacy. It is the responsibility of Client to make sure that Client's access and use of the Application complies with all laws applicable to Client and its business, in any jurisdiction in which it uses or access the Application. As such, EY makes no commitment that Client's access and use of the Application complies with any laws, rules, regulations, ordinances, compacts, judgements, agreements, or otherwise, which are applicable to Client;
- f. obtain and maintain all necessary hardware, software licenses, consents and permissions required to receive EY's delivery of the services pursuant to this Agreement and to ensure that the Client's network and systems comply with the relevant specifications provided by EY from time to time;
- g. implement appropriate processes, systems and procedures to protect itself from viruses or other harmful components.

7. Changes to the Application

EY may make changes to the Application for any reason at any time provided that EY shall provide Client follow up notice of any material change in functionality. Application updates are planned bi-annually and communicated 90 days ahead of planned availability. Client will have 30 days to deploy and evaluate the updated Application. Client is responsible for deploying

updated Application to all environments within 30 days of delivery unless mutually agreed with EY.

8. Return of User Content

Upon termination of the Client's right to use and access the Application, EY will make the User Content (as defined in the Terms of Use) residing in the Application available to Client for extraction or copying for a period of 60 days following such termination.

Part B: EYGA SOFTWARE AS A SERVICE TERMS OF USE ("TERMS OF USE")

These Software as a Service Terms of Use ("**SaaS TOU**") for the Application(s) set forth on the Order Form (the "**Order Form**") to which these SaaS TOU are attached or incorporated by reference (the "**Application**") is between Ernst & Young LLP ("**EY**") and the City of Flint set forth on such Order Form ("**Client**") These SaaS TOU together with the Order Form are hereinafter referred to as this "Agreement".

1. Subject of these SaaS TOU, Use and Access

- 1.1 The subject of these SaaS TOU are the terms and conditions under which EY will permit Client to access and use the Application. If there is any inconsistency between provisions in different parts of the Agreement, those parts shall have precedence as follows (unless expressly agreed otherwise): (a) the SaaS TOU, and any Appendices or Exhibits thereto; (b) the applicable Order Form, and any Appendices or Exhibits thereto; and (c) any other exhibits, appendices, or other documents, in each case, that are explicitly incorporated into the Agreement by reference.
- 1.2 Depending on the method by which the Application is made available to the Authorized Users, the Application (including any corresponding access pages, portals, or websites) may prompt the Authorized Users to review, accept, or reject certain use terms prior to using the Application ("**Online Access Terms**"). With respect to Authorized Users access and use of the Application, any term of the Online Access Terms shall only apply to the extent it is not in conflict with this Agreement, including these SaaS TOU.
- 1.3 EY may allocate to Client, and/or Authorized Users, or Client and/or Authorized Users may be invited to create, usernames, passwords, identification codes, tokens or other identifiers as part of the security processes that apply to the Application ("**Login Credentials**"). Client, and/or Authorized Users, may need to enter their Login Credentials each time they wish to access or use any part of the Application. Client and/or the Authorized Users shall:
 - (a) keep their Login Credentials confidential;
 - (b) not permit any other personnel of Client or any third party to use the Login Credentials;
 - (c) use adequate security procedures to ensure the security of their Login Credentials to prevent unauthorized access to or unauthorized use of the Application; and
 - (d) promptly notify EY if they become aware of, or have reasonable grounds to suspect, the loss, theft or disclosure to any third party or unauthorized use of their Login Credentials or any other breach of security in relation to their account.
- 1.4 If EY suspects that unauthorized persons are using Client's or an Authorized User's Login Credentials, EY may, with or without prior notice, suspend such access to and use of the Application.
- 1.5 Client assumes full responsibility for any and all use, unauthorized use and/or misuse of the Application by any person (including Authorized Users) using Login Credentials.

1.6 EY shall not be responsible for any failure or delay in the performance or availability of the Application, to the extent caused by an act of war, unrest, strike, pandemic, act of God, electrical, internet, or communication outage, or any other events or circumstances beyond the reasonable control of EY.

1.7 **Client's use of the Application**

1.7.1 Subject to Client's compliance with all terms of the Agreement, EY grants Client a non-exclusive, non-transferable, revocable right to access and use the Application, during the Term, in accordance with the Agreement and solely for the Client's own business purposes as described in the Agreement ("**Permitted Business Purposes**").

1.7.2 Client may not use, sub-license, grant use rights, or otherwise exploit the Application for any purpose except for Permitted Business Purposes.

1.7.3 Client and its Authorized Users shall not:

- (a) use the Application, access, or permit access to the Application for any fraudulent or unlawful purpose or to impersonate any person or entity, or to falsely state or otherwise misrepresent Client's affiliation with any person or entity;
- (b) interfere with or disrupt the operation of the Application or access to it;
- (c) transmit or otherwise make available in connection with the Application or access to it; any virus, worm, Trojan horse, time bomb, spyware, or other computer code, file, or program that is harmful or invasive or that may or is intended to damage or hijack the operation of, or to monitor the use of, any hardware, software, or equipment;
- (d) restrict or inhibit the ability of any other person to access or use the Application where that other person has been authorized by EY to access or use the Application;
- (e) modify, adapt, translate or create derivative works of any portion of the Application;
- (f) remove, obscure or modify any copyright, trade mark, or other proprietary rights notice from the Application;
- (g) use any robot, spider, search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine," or in any way gather data from the Application or circumvent the navigational structure or presentation of the Application, except that search engines that are publicly available on the internet may copy materials from the Application solely for the purpose of creating publicly available searchable indices of the Application (but not caches or archives). EY reserves the right to revoke the foregoing right in respect of any search engine at any time;
- (h) attempt to circumvent any security features or access control features on or of the Application;
- (i) use the Application to send unsolicited email or unsolicited instant messages or for file-sharing purposes;

- (j) decompile or reverse engineer or otherwise attempt to derive source code for any part of the Application except to the extent that applicable law allows Client to do so without EY's consent, and then only for the limited purpose, and to the extent, allowed by applicable law and provided that Client does not disclose or communicate such source code to any other person; or
 - (k) frame, link or deep-link the Application.
- 1.7.4 Client may not provide access to the Application to anyone other than Authorized Users. Client is responsible for Authorized Users' compliance with the terms of this Agreement.
- 1.7.5 Client shall not, indirectly or directly, enable the access or use of the Application, its functionality or outputs, by any individual or entity, or in any jurisdiction or country, where such access or use would be prohibited by any US, EU or other law, regulation, or rule. EY may refuse to provide or allow access to the Application if EY reasonably believes it could violate any applicable law or regulation.
- 1.7.6 EY may make changes to the Application for any reason at any time provided that EY shall provide Client notice of any material change in functionality. If: (i) EY changes any part of the Application that removes material functionality, Client may, at any point within 30 days of EY's notice of such change, unilaterally end the Term with immediate effect by written notice to EY; or (ii) if EY sunsets or otherwise ceases to provide the Application in the market, including to Client, thus terminating the Agreement; Client shall be entitled to a pro-rata refund of any fees that Client has pre-paid for the Application in respect of the time period beyond the date of such termination. Such termination and refund are Client's sole remedy, and EY's sole liability, for any such termination, changes to the provision of the Application or changes to the Application.

1.8 User Content

- 1.8.1 EY may provide functionality on or through the Application that allows Client and Authorized Users to post or upload content and/or materials onto the Application and to transmit content or materials by means of the Application ("**User Content**").
- 1.8.2 EY and any other EY Firm may, in accordance with applicable law and EY's professional obligations, retain and use the User Content and statistical information related to the performance and use of the Application, together with any data derived from such information, to keep the Application updated and secure, and to make improvements and enhancements to the Application or other products and services. The previous sentence shall not permit the external use of User Content in a way that identifies Client.
- 1.8.3 Client (including Authorized Users) shall not upload, post, otherwise transmit or provide access through the Application to content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene,

invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable.

- 1.8.4 EY reserves the right to remove, disable access to or edit User Content if EY reasonably believes that User Content may infringe the intellectual property or other rights of any person or does not comply with the Agreement. Client shall only post, upload, make available, and transmit User Content if it has the authority to do so.

1.9 Links to third party sites and content

- 1.9.1 If the Application includes links or access to third party websites or services; such links and access are provided for Client's convenience only and do not signify that EY endorses such third-party websites or services. Accordingly, and notwithstanding anything to the contrary in this Agreement, Client acknowledges and agrees that:
- (a) EY is not responsible for such websites or services, including but not limited to the terms on which they are made available and their privacy policies, and EY does not control or have any responsibility for their content, functionality or availability;
 - (b) EY makes no representation, warranty or condition, either express or implied, in relation to any goods or services or information received from such websites or services; and
 - (c) if Client access any such websites or services, Client does so entirely at its own risk.
- 1.9.2 If the Application permits users to submit questions, comments, suggestions and the like for use by other users of the Application, EY assumes no responsibility for the content or accuracy of any such submissions, nor for any recommendations or opinions that may be expressed therein, nor for the suitability or applicability to a particular user of any such submissions.

2. Intellectual property

- 2.1 Except with respect to any User Content, as between EY and Client, EY shall own all intellectual property rights in the Application.
- 2.2 To the fullest extent permitted by applicable law and EY's professional obligations, EY will indemnify and hold harmless Client against all liabilities, losses, damages, costs and expenses that are finally awarded by an arbitrator or court of competent jurisdiction, or included in a settlement entered into in accordance with the procedures set forth in this Section 2.2, due to third party claims alleging that the Application, as provided by EY, infringes a third party's patent, copyright, or similar intellectual property right enforceable in the applicable jurisdiction where the Application is made available by EY, or misappropriates a third party's trade secret, provided that Client: (i) promptly notifies EY of such a claim; (ii) allows EY to control the defense and/or settlement of such claim; and (iii) provides EY with reasonable assistance in defending such claim, upon request from EY. EY's indemnification obligations in this Section 2.2 shall not be applicable to the extent such claim is due to: (i) Client's modification of the Application, (ii) Client's noncompliance

with EY's specifications for the Application or obligations in the Agreement, (iii) Client's use of the Application with software or other items not provided or specified by EY; or (iv) Client's direction or specifications to EY. In the event of such a claim (or where EY believes such a claim is reasonably likely to occur), EY may, at its option, do any of the following: (A) modify the Application to be non-infringing; (B) obtain the applicable rights to allow Client to continue to use the Application; (C) replace or modify the Application with a functionally equivalent feature or Application that is not infringing; or (D) if none of the foregoing is reasonably available, require that Client cease using the Application or affected feature and provide an equitable pro-rata refund of any amounts the Client has pre-paid for use of the Application or such feature that it may no longer use. This Section 2.2 states Client's sole remedy and EY's exclusive obligation in the event of a third-party claim alleging that the Application infringes its applicable intellectual property rights. The foregoing indemnification obligations shall not be subject to any limitation of liability set forth in the Agreement.

- 2.3 **Feedback.** If Client or any of its personnel or contractors provides EY any suggestions or recommendations about changes to the Application, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), EY is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback. Client hereby assigns to EY on Client's behalf, and on behalf of its personnel, contractors and/or agents, all right, title, and interest in, and EY is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although EY is not required to use any Feedback. EY shall not externally disclose the Feedback in non-anonymized form or use the Feedback in a way that identifies Client.

3. Term

Unless terminated earlier in accordance with this Agreement, the term of this Agreement shall be from the date of Client's signature hereto ("Effective Date") and extend for the period set forth on the Order Form the ("Term"). The initial setup of the Application, and when Client may begin to use and access the Application may be further described in the Application Information.

4. Warranty

Notwithstanding any other provision herein, EY warrants that after the completion of any initial set up of the Application, the Application will materially perform and provide the features described in the Order Form during the Term. If the Application does not materially perform or provide such features, Client must promptly provide EY with written notice that describes such deficiency in the Application. If after investigation, EY determines that the failure of the Application to perform and provide such features is solely due to a defect in the Application, EY shall attempt to correct such defect in the Application. If EY is unable to correct such defect, EY will provide a pro rata refund of any

prepaid Fees. This shall be Client's sole and exclusive remedy as it relates to any warranty, express or implied, underneath this Agreement.

5. Termination

EY may immediately terminate this Agreement, suspend or restrict Client's and/or one or more Authorized User's access to all or any part of the Application if:

- (a) Client or an Authorized User fails to comply with the terms of this Agreement; or
- (b) Client fails to pay when due, any sums payable by Client in accordance with this Agreement; or
- (c) Client ceases or threatens to cease to carry on business, is unable to pay its debts as they fall due, have an administrator, receiver, administrative receiver or manager appointed over the whole or any part of Client's assets, enter into any agreement with creditors generally, or have an order made or resolution passed for Client to be wound up (unless as part of any scheme for solvent amalgamation or solvent reconstruction); or
- (d) EY reasonably determines that it can no longer provide Client with access or use of the Application in accordance with applicable law or its professional obligations.

5.2 1. terminate these SaaS TOU, or to grant any waiver under or in connection with these SaaS TOU.

5.3 Intentionally Removed. Any provisions of this Agreement that by their nature are intended to survive termination, shall survive termination or expiry of this Agreement.

6. Confidentiality

7. EY agrees that any information or records provided to EY by the City, its officials, or employees, shall remain the property of the City and shall not be disclosed to third parties without the prior written consent of the City. The confidentiality and non-disclosure obligations in this section do not apply, however, to information that (i) is, at the time of disclosure, in the public domain; or (ii) becomes part of the public domain through publications or otherwise without EY breach of this Agreement.

8. EY may disclose confidential information without prior written consent if disclosure is compelled by court order, investigative demand, subpoena or similar legal process. EY shall provide City advance written notification of any such disclosure requirements unless notification is prohibited under applicable law.

This paragraph shall survive the expiration or termination of this Agreement in perpetuity.

9. Intentionally Removed.

10. Third party rights

11. Provisions of these Terms of Use or the Agreement that by their nature may benefit other EY Firms and/or any member, shareholder, director, officer, partner, principal, employee

or subcontractor of EY or any other EY Firm, are intended for the benefit of EY, other EY Firms and such persons listed above, who shall be entitled to rely upon and enforce those provisions. Otherwise, a person who is not a party to these SaaS TOU may not rely upon or enforce any terms of these SaaS TOU and shall have no third-party rights under these Terms of Use.

12. The consent of any person who is not a party is not required to rescind, vary, suspend, enforce or terminate these SaaS TOU, or to grant any waiver under or in connection with these SaaS TOU.

13. **Intentionally Removed.**

14. **Intentionally Removed.**

15. **Data Processing**

15.1 In these Terms of Use, **Data Protection Law** refers to: (a) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter "**Regulation**"), and (b) all laws, rules, regulations, or implementing legislation related to the processing of Personal Data in the country where the Application is accessed. The terms "**Controller**", "**Processor**", "**Processing**", "**Data Subjects**", "**special categories of Personal Data**", "**Personal Data Breach**" and "**Supervisory Authority**" have the respective meanings as defined in the Regulation. In addition, "**Personal Data**" means any information that is defined as "personally identifiable information," "personal information," "personal data," or other similar term under applicable Data Protection Law and shall include information (regardless of the medium in which it is contained), whether alone or in combination with other available information, that directly or indirectly identifies a Data Subject, but is limited in each case to any such Personal Data that is Processed by EY with respect to Client's access to and use of the Application.

15.2 EY and the Client shall comply with applicable Data Protection Law. With respect to the Personal Data Processed by EY in the Application, Client acts as the Controller (or similar status under applicable Data Protection Law that determines the purposes and means of Processing) and EY acts as the Processor (or similar status under applicable Data Protection Law that acts on behalf of the Controller or similar status). Before providing Personal Data to EY or giving EY instructions to access and further Process the Personal Data, the Client as the Controller (or similar status), shall ascertain that such Processing is legitimate pursuant to Article 6 of the Regulation (or other applicable Data Protection Law).

15.3 EY shall keep confidential the Personal Data that it processes on behalf of the Client and shall provide that anyone acting under its authority keeps Personal Data confidential, unless it is required by applicable law, professional regulation or governmental directive to disclose such Personal Data. It shall Process such Personal Data only on the documented instructions of the Client, unless it is required to Process Personal Data under applicable law, professional regulation or governmental directive. In that case, EY shall inform the Client of that legal requirement before Processing the Personal Data, unless applicable law, professional regulation or governmental directive prohibits such notice. If EY incurs additional costs as a consequence of the Client changing already provided instructions or

introducing additional instructions, the Client shall reasonable remunerate EY for such cost increases. To the extent required by applicable Data Protection Law, EY will not retain, use or disclose Personal Data for any purpose other than for the specific purpose set out in the Agreement, or as otherwise permitted by applicable law or regulation.

- 15.4 EY shall inform the Client if it believes an instruction constitutes an infringement of applicable law or regulations, including Data Protection Law.
- 15.5 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing of Personal Data as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, EY shall implement technical and organizational measures designed to ensure a level of security appropriate to the risk. The measures will also be aimed at preventing the unnecessary collection and further Processing of Personal Data. EY shall periodically evaluate and strengthen, supplement or improve the measures it has implemented insofar as requirements or technological developments prompt it to do so.
- 15.6 EY shall give the Client the opportunity periodically to check compliance with these provisions and the statutory provisions applicable to the Processing of Personal Data. The checks may be carried out on behalf of the Client by an external independent auditor unless that auditor is a direct competitor of EY at the Client's expense and upon not less than sixty (60) days' prior written notice. That periodic check shall be limited to EY's answering questions put by the Client (a maximum of once a year) during normal business hours about EY's compliance with applicable Data Protection Law and, where necessary, the Client's being allowed to interview an EY IT employee or EY IT employees at an EY premise.
- 15.7 Having regard to EY's duty of confidentiality towards other clients, the Client accepts and acknowledges that EY shall not allow the Client or an auditor mandated by the Client to access its IT systems and/or its IT infrastructure.
- 15.8 EY shall inform the Client:
- (a) of any Personal Data Breach that must be notified pursuant to Articles 33 and 34 of the Regulation. EY shall inform the Client without undue delay and to the extent reasonably possible, within 72 hours after becoming aware of the Personal Data Breach;
 - (b) of complaints directed towards EY from Data Subjects whose Personal Data are being Processed by EY;
 - (c) of requests regarding the exercise of data protection rights from Data Subjects whose Personal Data are being Processed by EY regarding the exercise of their data protection rights under the Regulation or other applicable Data Protection Law;
 - (d) of a request for audit by a Supervisory Authority or other competent authority where such is permitted pursuant to the applicable law and regulations.
- 15.9 EY shall provide the Client with reasonable assistance requested by the Client at the Client's expense in connection with a request from, or audit by, a Supervisory Authority or

other competent authority, or in connection with a request or complaint from Data Subjects whose Personal Data are being Processed by EY. EY shall also assist the Client in complying with applicable Data Protection Law that may require the Client to conduct data protection impact assessments and to consult with Supervisory Authorities.

- 15.10 EY shall not outsource the Processing of Personal Data in whole or in part to a subcontractor without the prior written authorization of the Client. The Client shall be entitled to refuse such authorization without giving a reason or to make its authorization subject to further conditions. EY's subcontractor must also, as a minimum, comply with contractual provisions similar to this Agreement. In case the subcontractor fails to fulfil its data protection obligations under such contract with EY, EY will remain fully liable towards the Client for the performance of the subcontractor's obligations. By signing this Agreement, the Client authorizes EY to engage other EY Firms and any member, shareholder, director, officer, partner, principal, employee or subcontractor of EY or any other EY Firm in the Processing of Personal Data.
- 15.11 EY may Process Personal Data in countries outside the European Economic Area ("EEA") provided that EY complies with the provisions of Chapter V of the Regulation ("Transfers of personal data to third countries or international organizations").
- 15.12 EY has implemented Processor Binding Corporate Rules ("**BCRs**") for transfers between the various EY Firms. They are published on its website: www.ey.com/bcr. The Client agrees and accepts that Personal Data Processed by EY pursuant to this Agreement may be transferred outside of the EEA on the basis of the BCRs. The Client agrees that it is responsible to inform Data Subjects about the existence of processors based outside of the EU and to provide a link to EY's BCRs and this Agreement (without any sensitive/confidential information) as well that if in case a transfer involves special categories of Personal Data, Data Subjects have been informed or will be informed before such transfer takes place.
- 15.13 The duration of the Processing will be governed by the Agreement. After the end of the provision of services relating to Processing, EY shall, at the choice of the Client, delete or return all Personal Data to the Client and delete all copies unless EY has a statutory or professional duty to store the Personal Data beyond termination of the Agreement. The Parties acknowledge that EY may keep data retained for back-up purposes which EY may keep pursuant to its document retention and business continuity policies, provided that the security and confidentiality provisions as included in this Agreement continue to apply to them.
- 15.14 For the avoidance of doubt, nothing herein shall be deemed to prohibit EY, acting as a Controller (or similar status) from Processing Personal Data for certain internal processes, such as safeguarding compliance with regulatory and legal obligations to which EY is subject, conflict checking, risk management and quality reviews and EY's internal financial accounting, information technology and other administrative support services.

16. IT Security and Application Infrastructure

- 16.1 In its provision of the Application to Client, EY shall take steps and security precautions in accordance with commercially reasonable industry standards to minimize the risk of

unauthorized access to, or sabotage of, the User Content and Personal Data in the Application.

- 16.2 EY shall develop, administer and maintain policies that protect EY's information systems from loss, damage, unauthorized disclosure or disruption of business, which includes the physical protection and logical segmentation of information systems including any User Content and Personal Data.
- 16.3 EY shall institute physical and environmental controls and safeguards, designed to preserve the integrity and availability of the Application and the User Content/Personal Data contained thereon, whether they are in use at EY facilities, client sites or third-party locations. EY shall provide measures for maintaining the supporting infrastructure of information and information systems, including the physical protection of any EY equipment associated with the Application.
- 16.4 EY shall define a set of processes and procedures for the management of the communications network systems and information processing facilities used to provide the Application, including:
- (a) Change management;
 - (b) Third-party service delivery management;
 - (c) System planning and acceptance;
 - (d) Protection against malicious code;
 - (e) Regular backup of information and software;
 - (f) Network security management including secure remote access, intrusion detection, network protocol and perimeter protection, countermeasures designed to detect unauthorized activity, storage and handling of digital media;
 - (g) Exchange of information via mutually agreed methods and appropriate use of encryption;
 - (h) Monitoring and audit logging;
 - (i) Decommissioning of information systems;
 - (j) Capacity management of business-critical systems and components;
 - (k) Development and pre-production environments; and
 - (l) Procedures for management, handling and storage of media.
- 16.5 EY shall implement procedures designed to control access to information systems and User Content/Personal Data, including providing user identification and access controls. EY shall seek to limit access to the User Content/Personal Data to authorized users, who require such access based upon business requirements.

- 16.6 With regard to the specification, acquisition, development and maintenance of information systems, including both those procured from external vendors and those internally produced, EY shall determine the confidentiality, integrity and availability requirements, and continue to review these against an enduring risk profile through the usage lifecycle. EY shall define and maintain principles for the appropriate security aspects of any Application development lifecycle. EY shall implement procedures and methods designed to identify and evaluate notified technical vulnerabilities and threats and shall deploy a patch and vulnerability management policy designed to remediate EY's information systems where necessary.
- 16.7 EY shall prepare and maintain an incident response plan and program containing procedures and directions to follow in the event of an incident related to the security of EY's computer infrastructure, documenting the necessary steps and channels of communication to be followed. EY directions shall incorporate procedures for notifying EY's clients, and other necessary stakeholders, promptly if any security incident is determined to have caused a security breach involving Personal Data.
- 16.8 EY shall develop and maintain business continuity impact analyses and disaster recovery plans, designed to maintain EY's provision of the Application with minimal interruption. Each plan shall detail measures to support the restoration of the Application, to resume operations as soon as practicable after an emergency. EY shall conduct periodic testing on the firm's most critical business applications, designed to provide assurance that they are readily available in the event of a declared disaster. EY shall take backups offsite, to support the recoverability of EY systems in the event of a disaster.
- 16.9 EY information systems shall comply with security requirements and policies, applicable laws and regulatory requirements regulating EY as a provider of the Application.
- 16.10 Client acknowledges that the Application is provided using a shared infrastructure environment, locations, and support model, using shared or standardized platforms, technical configurations, access protocols, procedures, personnel and resources ("Application Infrastructure"). As such, and notwithstanding anything to the contrary in the Agreement, as it relates to the Application Infrastructure, as between EY and Client; EY shall have sole authority to decide and control the methods used to operate the Application Infrastructure. To the extent that EY uses any third parties to provide the Application Infrastructure or otherwise support the Application, EY shall be responsible for such third parties to the same extent as EY hereunder.

17. Disclaimers

- 17.1 EY does not engage in the practice of law through the Application, and functionality provided through the Application does not constitute legal advice; Client may not consider any information provided to it through the Application as legal advice or as a substitute for legal advice.
- 17.2 EY does not provide any assurance that its processes associated with the Application are sufficient to preserve any accountant-client, attorney-client, work product, or any other applicable privilege or protection that Client (whether in Client's role as a client, as a professional, as a lawyer, or otherwise) or any third person may have or be obligated to maintain, or that may otherwise apply to the questions and information Client submits.

Client is solely responsible for determining whether its use of the Application could be deemed to waive or impair in any manner any applicable privilege or protection.

240121



RESOLUTION NO.: _____

PRESENTED: 4-03-2024

ADOPTED: _____

RESOLUTION AUTHORIZING A SUBSTANTIAL AMENDMENT TO THE CITY OF FLINT'S CORONAVIRUS AID, RELIEF, AND ECONOMIC DEVELOPMENT SECURITY (CARES) ACT COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

BY THE MAYOR:

WHEREAS, In March 2020, in response to the pandemic declaration by the World Health Organization, this nation enacted the Coronavirus Aid, Relief, and Economic Security (CARES) Act (P.L. 116-136), which made Community Development Block Grant coronavirus response (CDBG-CV) funds available to prevent, prepare for and respond to Covid-19, the respiratory illness caused by a type of coronavirus identified in 2019. The City of Flint received CDBG-CV funds in the amount of \$2,830,392.

WHEREAS, CDBG-CV funds were initially awarded to agencies through Resolution No. 210368.1, adopted August 10, 2021, to carry out activities that prevent, prepare for, and respond to Covid-19.

WHEREAS, certain subrecipient agencies are unable to meet spending and eligibility requirements despite collaborative efforts with Flint

WHEREAS, funds from agencies unable to spend have been made available in the accounts listed below

Dept.	Name of Account	Account #	Grant #	Amount
Business and Community Services	CDBG Cares Act Revenue Account	282-737.101-522.748	FHUD-CDBGCA	\$1,425,000.00
Business and Community Services	CDBG Cares Act Uncommitted Account	282-737.101-963.000	FHUD-CDBGCA	\$1,425,000.00


WHEREAS, the City has identified subrecipient agencies who have interest and capacity to use these restricted funds timely and eligibly are listed below.

Agency	Brief Description	Amount
Business & Comm Services/Parks	Cronin Derby Downs	\$625,000.00

Business & Comm Services/Comm Services	IGX-Comprehensive Grants Management System	\$200,000.00
Food Bank of Eastern Michigan	Mobile Food Pantry	\$550,000.00
Catholic Charities	Food Distribution at its centers	\$50,000.00
		\$1,425,000.00


IT IS RESOLVED That the appropriate City Officials are hereby authorized to do all things necessary to reallocate funding to the agencies listed above in appropriate accounts and to enter into contracts or memorandums of understanding for proposed new activities to address Covid-19 as identified in the table herein.

APPROVED AS TO FORM:


 William Kim (Mar 20, 2024 17:08 CDT)

William Kim
 City Attorney

APPROVED AS TO FINANCE:


 Phillip Moore (Mar 21, 2024 12:18 EDT)

Phillip Moore
 Chief Financial Officer

ADMINISTRATION:

CLYDE D EDWARDS
 CLYDE D EDWARDS (Mar 22, 2024 13:40 EDT)

Clyde Edwards
 City Administrator

APPROVED BY CITY COUNCIL:

Ladel Lewis
 City Council President



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: 2/22/2024

BID/PROPOSAL# n/a

AGENDA ITEM TITLE: Resolution Authorizing a Substantial Amendment to the City of Flint's CORONAVIRUS AID, RELIEF, AND ECONOMIC DEVELOPMENT SECURITY(CARES) ACT COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

PREPARED BY

VENDOR NAME: n/a

BACKGROUND/SUMMARY OF PROPOSED ACTION:

In accordance with 24 CFR (Code of Federal Regulations) Part 91, Subpart B, the city of Flint is required to amend its Consolidated Plan whenever it makes substantial amendments to the plan as defined in its Citizens Participation Plan. This amendment is considered substantial in that the city proposes to carry out new activities exceeding 15 percent of the federal program grant from which the funding is derived, the CDBG-CV program. The regulations also require that Citizens be afforded the opportunity to provide comments on the proposed changes.

On February 8th, the city formally gave notice of the beginning of a 30-day comment period by publishing the notice in the Flint Journal and on the city's website. Now that the comment period has exceeded the 30 days, the resolution approving the amendment can be presented to council for approval.

In March 2020, in response to the pandemic declaration by the World Health Organization, this nation enacted the Coronavirus Aid, Relief, and Economic Security (CARES) Act (P.L. 116-136), which made Community Development Block Grant coronavirus response (CDBG-CV) funds available to prevent, prepare for and respond to Covid-19, the respiratory illness caused by a type of coronavirus identified in 2019. The City of Flint received CDBG-CV funds in the amount of \$2,830,392.

CDBG-CV funds were initially awarded to agencies via Resolution No. 210368.1, adopted August 10, 2021, to carry out activities that prevent, prepare for, and respond to Covid-19. The amendment proposes reprogramming of said funds that remain unspent, for new activities that address Covid-19 and can be spent in a timely manner.

The City identified subrecipient agencies who were unable to meet spending and eligibility requirements despite collaborative efforts with Flint. Reprogramming of these identified funds is necessary to be compliant with the terms of the grant.



CITY OF FLINT

WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO
(If yes, please indicate how many years for the contract) YEARS

The Division requires four MOUs/Contracts with agencies listed above

WHEN APPLICABLE, IF MORE THAN ONE (1) YEAR, PLEASE ESTIMATE TOTAL AMOUNT FOR EACH BUDGET YEAR: (This will depend on the term of the bid proposal)

BUDGET YEAR 1

BUDGET YEAR 2

BUDGET YEAR 3

OTHER IMPLICATIONS (i.e., collective bargaining):

STAFF RECOMMENDATION: (PLEASE SELECT): **APPROVED** **NOT APPROVED**

DEPARTMENT HEAD SIGNATURE: Emily Doerr
Emily Doerr (Mar 20, 2024, 15:40 EDT)

(PLEASE TYPE NAME, TITLE)



RESOLUTION NO.: 240122

PRESENTED: 4-03-2024

ADOPTED: _____

RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS TO AWARD ARPA FUNDS TO MOTT COMMUNITY COLLEGE IN RESPONDING TO THE IMPACTS OF THE PANDEMIC ON BLIGHT

In 2022 and 2023, the City of Flint received funds pursuant to the American Rescue Plan Act of 2021 (ARPA), which could be used by the City for specific and defined purposes. In 2023, the City of Flint obligated all of the ARPA funding received, of which approximately \$40 million was obligated as "revenue replacement" on December 20, 2023;

City Administration recommends reallocating \$20,000 of ARPA funds, previously obligated for revenue replacement, to provide funding for the category of Neighborhood Improvement (\$13,735,000 total) consisting of \$9,660,000 to be funded, including \$1,210,000 for neighborhood cleanup to provide blight removal assistance to Flint communities. The administration recommends funding \$20,000 for Mott Community College to provide blight removal assistance.

Reallocated funds will be moved from Acct #101-287.000-963.000 as follows:

Account	Description	Amount
101 - 729 003 - 801 000	Clark Commons Garden and Park	\$20,000

IT IS RESOLVED that the appropriate City officials are authorized to do all things necessary, including executing any necessary agreements, to appropriate funding from the funding source account #101-729.008-801.000 to Mott Community College in the amount of \$20,000. Based on review and validation of the appropriate fund use by the City's compliance firm, implementation of these funds will be consistent and compliant with US Department of Treasury requirements and previously approved authorizations.

For the City:


Clyde D. Edwards, City Administrator

For the City Council:

Approved as to Form:


William Kim, City Attorney

Approved as to Finance:

Phillip Moore, Chief Financial Officer

RESOLUTION STAFF REVIEW

Date: January 17, 2024

Agenda Item Title:

RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS TO AWARD ARPA FUNDS TO MOTT COMMUNITY COLLEGE IN RESPONDING TO THE IMPACTS OF THE PANDEMIC ON BLIGHT

Prepared by: Latrese Brown, Community Liaison

Background/Summary of Proposed Action:

Mott Community College: *Funding request and purpose:* **Requesting \$20,000 for Clark Commons Garden and Park Project.**

MiBlock810 will serve the residents of Clark Commons and Smith Village neighborhoods which currently consists of approximately 165 households with an additional 48 units near completion. These funds will be used to make improvements to enhance the neighborhood and strengthen relationships between residents as well. They will identify resident advocates and develop work groups that will come together to complete projects for the vacant land, which includes the following: Develop a community garden (including fruit trees), Create a small park, which can include recreational space, seating and art. Develop an outdoor exercise area for outdoor yoga (exercise) during weather permitting months. Create a walking path. Establish pollinating spaces, plant flowers and trees. This project will benefit the residents of Smith Village/Clark Commons, in a number of ways, it will help offset the cost of vegetables, it will allow for them, space to relax in their neighborhood, and will help their overall mental well being. It will also give the residents a place to go for an opportunity to get to know their neighbors better. This will help create a sense of community which is a key factor in people feeling safe and comfortable in their neighborhoods.

History: The mission of Mott Community College is to provide high quality, accessible, and affordable educational opportunities and services that cultivate student success and individual development and improve the overall quality of life in a multicultural community

Account	Description	Amount
101 - 729 003 - 801 000	Clark Commons Garden and Park	\$20,000

Financial Implications:

American Rescue Plan Act funds must be fully expended by 12/31/26.

Budgeted Expenditure: Yes ___ No X **Please explain, if no:**

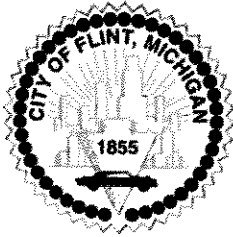
Pre-encumbered: Yes ___ No X **Requisition #:** N/A

Other Implications: No other implications are known at this time.

Staff Recommendation: Staff recommends approval of this resolution.

APPROVAL

Shelly Sparks-Green, Chief Resilience Officer



240123

RESOLUTION NO.: _____

PRESENTED: 4-03-2024

ADOPTED: _____

RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS FOR MENTAL HEALTH REFERRELS AND SERVICES SUPPORT TO FLINT ODYSSEY HOUSE INC. FOR \$75,000

In 2022 and 2023, the City of Flint received funds pursuant to the American Rescue Plan Act of 2021 (ARPA), which could be used by the City for specific and defined purposes. In 2023, the City of Flint obligated all of the ARPA funding received, of which approximately \$40 million was obligated as “revenue replacement;”

City Administration recommends reallocating \$75,000 of ARPA funds, previously obligated for revenue replacement, to provide funding to The Flint Odyssey House Inc. for Peer recovery coach services will be provided to a person beginning a personal journey of recovery from active substance use disorders and co-occurring mental health disorders. Peer recovery coach services will be provided to a person beginning a personal journey of recovery from active substance use disorders and co-occurring mental health disorders into Flint Odyssey House Inc. (FOH) full continuum of care (COC) or another licensed SUD/Concurring Mental Health provider.

Reallocated funds will be moved from #101-287.000-963.000 as follows:

Account	Description	Amount
101-612.005-801.000	Flint Odyssey House Inc./Mental Health Referrals and Services Support	\$75,000

IT IS RESOLVED that the appropriate City officials are authorized to do all things necessary, including executing any necessary agreements, to appropriate funding from the funding source account #101-287.000-963.000 to Flint Odyssey House Inc. in the amount of \$75,000. Based on review and validation of the appropriate fund use by the City’s compliance firm, implementation of these funds will be consistent and compliant with US Department of Treasury requirements and previously approved authorizations.

For the City:

CLYDE D EDWARDS
CLYDE D EDWARDS (Mar 26, 2024 12:14 EDT)
Clyde D. Edwards, City Administrator

For the City Council:

Approved as to Form:

William Kim
William Kim (Mar 26, 2024 10:04 EDT)
William Kim, City Attorney

Approved as to Finance:

Phillip Moore
Phillip Moore (Mar 26, 2024 12:08 EDT)
Phillip Moore, Chief Financial Officer

RESOLUTION STAFF REVIEW

Date: 3/22/2024

Agenda Item Title: MENTAL HEALTH REFERRELS AND SERVICES SUPPORT TO FLINT ODYSSEY HOUSE INC. FOR \$75,000.

Prepared by: Shelly Sparks-Green

Background/Summary of Proposed Action:

Company Overview: Flint Odyssey House Inc. - Flint, Saginaw and Port Huron Odyssey Houses are a multi-service modified therapeutic community specializing in the treatment of substance use disorders (SUD) and mental health (MH) disorders. Its mission is to provide intervention, primary and secondary substance abuse prevention, treatment, and mental health services to the community at large, with a focus on the indigent population. Our vision - Our overall goal is to indirectly prevent ten people from abusing drugs for every one person who is treated, with a principal goal of interrupting the intergenerational cycle of poverty, violence, criminality, and substance abuse by returning productive members of society back to families, developing stable families, safe neighborhoods and providing community education for a more productive society.

Funding Purpose: Flint Odyssey House Inc. (FOH) – This project seeks to expand peer recovery coaching services outside of the facility, to the Flint community. This service will provide a person beginning a personal journey of recovery from active substance use disorders and co-occurring mental health disorders into Flint Odyssey House Inc. (FOH) full continuum of care (COC) or another licensed SUD/Concurring Mental Health provider. The community-based peer recovery coach helps to remove barriers and obstacles, assists with practices of abstinence or harm reduction, and links residents to resources in the recovery community by creating and sustaining networks of formal and informal services and supports while role modeling the many pathways to recovery as everyone determines their own way.

A peer recovery coach can relate to active substance users based on a shared background but offers personal knowledge of recovery based on minimum 1 year lived experience of recovery knowledge. Peer recovery coaches are currently restricted to Flint residents actively enrolled in a licensed substance use disorder facility. Although we have several locations in Flint, the office located at 932 Beach Street Flint, MI 48503, the Community Involvement Center is the first stop on the journey to recovery. New clients are screened and recovery options are discussed based on their needs. This office is also house enhanced women's specialty services, and recovery housing. Our program is based on the therapeutic community method of treatment. The therapeutic community represents a highly structured environment with defined boundaries, both moral and ethical. It employs community and peer-imposed challenges, as well as earned advancement of status and privileges as part of the recovery and growth process.

History: Flint, Saginaw, and Port Huron Odyssey House drug and alcohol treatment programs operate as the foundation of the Odyssey Village's holistic and comprehensive recovery management service array. The Village recognizes addiction as a chronic problem that requires long-term relationships through a therapeutic community that extends beyond basic substance abuse treatment. The COVID-19 pandemic exposed several hidden economic and social factors for

minority populations in Flint, Michigan. Most Flint residents were members of the economically disadvantaged groups, people surviving from paycheck to paycheck but simultaneously financially ineligible for healthcare coverage through Medicaid or unable to afford marketplace commercial plans. COVID-19 also created negative psychological concerns and stress for economically disadvantaged and marginalized communities such as Flint Michigan (Woo Jong & Groden, 2022).

FOH COC responded to the COVID-19 pandemic with an innovative solution medical recovery housing to accommodate those COVID positive until they could be admitted to our residential program. FOH scattered site medical recovery housing component first admission was April 27, 2020, and has served 173 COVID positive persons until they could be admitted into FOH COC.

In FY 2022 FOH clients reported primary drugs of choice was alcohol (40.98%), heroin (16.94%), and other opiates (5.46%) and a community-based recovery coach may reduce readmissions and increase access and referral across our COC. Peer recovery coaching services will be fully integrated into our FOH COC program located at 529 Martin Luther King Boulevard, Flint, Michigan 48502. In 2022, FOH withdrawal management (WM) program served 1026 persons total with 815 persons unduplicated, therefore 211 individuals were readmitted. Assignment of a community-based peer recovery coach will focus on reducing readmissions to WM program and assist with access and referral substance use disorder and co-occurring mental health across the FOH COC or another licensed SUD/Concurring Mental Health provider.

Program Services: We are proud to demonstrate this commitment by achieving CARF accreditation for the following programs and services:

Day Treatment: Alcohol and Other Drugs/Addictions (Adults)

Case Management/Services Coordination: Integrated: AOD/MH (Adults)

Day Treatment: Integrated: AOD/MH (Adults)

Outpatient Treatment: Alcohol and Other Drugs/Addictions (Adults)

Outpatient Treatment: Integrated: AOD/MH (Adults)

Prevention: Alcohol and Other Drugs/Addictions (Children and Adolescents)

Therapeutic Communities: Alcohol and Other Drugs/Addictions (Adults)

Therapeutic Communities: Alcohol and Other Drugs/Addictions (Children and Adolescents)

Therapeutic Communities: Integrated: AOD/MH (Adults)

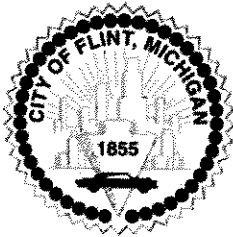
Account	Description	Amount
101-612.005-801.000	Flint Odyssey House Inc./Mental Health Referrals and Services Support	\$75,000

Financial Implications:

American Rescue Plan Act funds must be fully expended by 12/31/26.

Budgeted Expenditure: Yes No **Please explain, if no:**
Pre-encumbered: Yes No **Requisition #:** N/A
Other Implications: No other implications are known at this time.
Staff Recommendation: Staff recommends approval of this resolution.

APPROVAL Shelly Sparks-Green
Shelly Sparks-Green (Mar 26, 2024 12:14 EDT)
Shelly Sparks-Green, Chief Resilience Officer



240124

RESOLUTION NO.: _____

PRESENTED: 4-03-2024

ADOPTED: _____

RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS FOR YOUTH JOB TRAINING TO CITY OF FLINT CLEAN & SAFE SUMMER YOUTH JOB TRAINING PROGRAM FOR \$200,000

In 2022 and 2023, the City of Flint received funds pursuant to the American Rescue Plan Act of 2021 (ARPA), which could be used by the City for specific and defined purposes. In 2023, the City of Flint obligated all of the ARPA funding received, of which approximately \$40 million was obligated as “revenue replacement;”

City Administration recommends reallocating \$200,000 of ARPA funds, previously obligated for revenue replacement, to provide funding to City of Flint Clean & Safe Summer Youth Job Training Program to provide summer jobs for youth ages 15-19 to eradicate idle time and keep them safe from crime by providing 5-weeks of summer employment paid through the ARPA Youth Job Training category for 5-7 non-profit organizations to host the participants.

Reallocated funds will be moved from #101-287.000-963.000 as follows:

Account	Description	Amount
101-728.018-801.000	City of Flint Clean & Safe Summer Youth Job Training Program/Youth Job Training	\$200,000

IT IS RESOLVED that the appropriate City officials are authorized to do all things necessary, including executing any necessary agreements, to appropriate funding from the funding source account #101-287.000-963.000 to City of Flint Clean & Safe Summer Youth Job Training Program in the amount of \$200,000. Based on review and validation of the appropriate fund use by the City’s compliance firm, implementation of these funds will be consistent and compliant with US Department of Treasury requirements and previously approved authorizations.

For the City:

For the City Council:

CLYDE D EDWARDS / A0138
CLYDE D EDWARDS / A0138 (Mar 29, 2024 12:57 EDT)
Clyde D. Edwards, City Administrator

Approved as to Form:

Approved as to Finance:

William Kim
William Kim (Mar 29, 2024 12:34 EDT)
William Kim, City Attorney

Phillip Moore
Phillip Moore (Mar 29, 2024 12:37 EDT)
Phillip Moore, Chief Financial Officer

RESOLUTION STAFF REVIEW

Date: 3/28/2024

Agenda Item Title: RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS FOR YOUTH JOB TRAINING TO CITY OF FLINT CLEAN & SAFE SUMMER YOUTH JOB TRAINING PROGRAM FOR \$200,000

Prepared by: Shelly Sparks-Green

Background/Summary of Proposed Action:

City of Flint Clean & Safe Summer Program – is a program created by Mayor Sheldon Neeley for the purpose of controlling youth crime activities during the summer months of June – August 2024. This initiative is part of a larger crime fighting platform that is funded through the Department of Justice CVIPI grant in partnership with the City of Flint Police and Fire departments. CVIPI has funded several organizations that focus on crime reduction and gun violence including Peacekeepers, Mans Movement, WOW Outreach, and Hurley Trauma Recovery Center.

Funding Purpose: City of Flint Clean & Safe Summer Youth Job Training Program will provide summer jobs for youth ages 15-19 to eradicate idle time and keep them safe from crime by providing 5-weeks of summer employment paid through the ARPA Youth Job Training category for 5-7 non-profit organizations to host 10 participants each at their site. Each organization will be awarded up to \$35,000 for administrative reporting and program costs. The youth participants will be paid \$11.00 per hour for 29 hours each week. The program will start on June 17, 2024, and end on July 19, 2024.

Qualifying Youth - Eligible applicants must live within the city limits of Flint, be at or below 300% of Federal Poverty Limits, and have a hardship that is a direct result of COVID-19. Documentation for income verification is required. Must be between the ages of 15-19.

300% of Federal Poverty Guidelines – Adjusted for Family Size

Family Size	1	2	3	4	5	6	7	8+
Income	\$40,770	\$54,930	\$69,090	\$83,250	\$97,410	\$111,570	\$125,730	\$139,890

Qualifying Organizations: Each organization will be required to submit a two-page application, proof of non-profit status, must be insured, have been in business for 2 years or more, and have qualified staff to be selected as a host for the Clean & Safe Summer Youth Job Training site.

The host organizations will be responsible for the promotion and hiring of the summer youth participants and reporting under the standard ARPA reporting requirements. The applications will be disseminated to schools and other youth facilities through the host organizations and City of Flint social media websites and online portals.

Account	Description	Amount
101-728.018-801.000	City of Flint Clean & Safe Summer Youth Job Training Program/Youth Job Training	\$200,000

Financial Implications:

American Rescue Plan Act funds must be fully expended by 12/31/26.

Budgeted Expenditure: Yes No **Please explain, if no:**
Pre-encumbered: Yes No **Requisition #:** N/A
Other Implications: No other implications are known at this time.
Staff Recommendation: Staff recommends approval of this resolution.

APPROVAL Shelly Sparks-Green
Shelly Sparks-Green Mar 27, 2024 12:53 EDT

Name, Title, Department