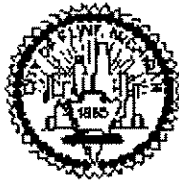


City of Flint, Michigan

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



Meeting Agenda - Final

Monday, April 22, 2024

4:30 PM

Council Chambers

SPECIAL AFFAIRS COMMITTEE

Candice Mushatt, Vice President, Ward 7

*Leon El-Alamin, Ward 1
Quincy Murphy, Ward 3
Jerri Winfrey-Carter, Ward 5
Dennis Pfeiffer, Ward 8*

*Ladel Lewis, Ward 2
Judy Priestley, Ward 4
Tonya Burns, Ward 6
Eva L. Worthing, Ward 9*

Davina Donahue, City Clerk

ROLL CALL

READING OF DISORDERLY PERSONS CITY CODE SUBSECTION

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

REQUEST FOR CHANGES AND/OR ADDITIONS TO THE AGENDA

PUBLIC SPEAKING

Members of the public shall have no more than three (3) minutes to address the City Council on any subject.

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

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.

240141 Reallocation of ARPA Funds/Great Lakes Aquatic Habitat Network/Grants for Youth Job Training

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 Acct. No. 101-287.000-963.000 to

the Great Lakes Aquatic Habitat Network, in the amount of \$300,000. 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.

ADJOURNMENT



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)

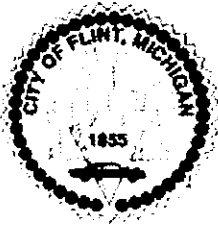
Clyde Edwards, City Administrator

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;

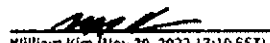
WHEREAS, Ernst & Young LLP is currently providing Federal grant compliance guidance with the City's awarded ARPA funds to ensure compliance with the latest US Department of the Treasury final rules;

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.

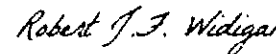
Year	Amount
Cost to Date as of 11/30/22	\$ 307,000
Year 2	884,380
Year 3	738,025
Year 4	627,494
Year 5	593,525
Total for Year Two	\$ 884,380

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:

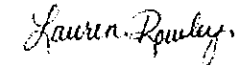

 Robert J.F. Widigan, Chief Financial Officer


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.

240141



RESOLUTION NO.: _____

PRESENTED: 4-17-2024

ADOPTED: _____

RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS TO PROCEED WITH GRANTS FOR YOUTH JOB TRAINING FOR THE GREAT LAKES AQUATIC HABITAT NETWORK

BY THE CITY COUNCIL:

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 Flint City Council recommends reallocating \$300,000 of ARPA funds, previously obligated for revenue replacement, to provide funding to Great Lakes Aquatic Habitat Network to provide residents with knowledge about the safety of their water, and resources to help people trust that their water is safe, as thousands of pipes have been replaced in the City of Flint and the system continues to improve.

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

Account	Description	Amount
101-728.018-801.000	Great Lakes Aquatic Habitat Network	\$300,000

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 Great Lakes Aquatic Habitat Network in the amount of \$300,000. 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 COUNCIL:

APPROVED AS TO FORM:

APPROVED AS TO FINANCE:

William Kim, City Attorney

Phillip Moore, Chief Financial Officer