



# City of Flint, Michigan

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

## Meeting Agenda – FINAL

Monday, April 28, 2025

4:30 PM

### City Council Chambers

### SPECIAL AFFAIRS COMMITTEE

Candice Mushatt, Vice President, Ward 7

Leon El-Alamin, Ward 1

Ladel Lewis, Ward 2

VACANT, Ward 3

Judy Priestley, Ward 4

Jerri Winfrey-Carter, Ward 5

Tonya Burns, Ward 6

Dennis Pfeiffer, Ward 8

Jonathan Jarrett, 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 will be removed from the meetings.*

### REQUEST FOR AGENDA CHANGES/ADDITIONS

### PUBLIC COMMENT

*Members of the public who wish to address the City Council or its committees must register before the meeting begins. A box will be placed at the entrance to the Council Chambers for collection of registrations. No additional speakers or slips will be accepted after the meeting begins.*

*Members of the public shall have no more than three (3) minutes per speaker during public comment, with only one speaking opportunity per speaker.*

## **COUNCIL RESPONSE**

*Councilmembers may respond once to all public speakers only after all public speakers have spoken. An individual Councilmember's response shall be 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, April 22, 2024), the Chair may request the adoption of a "Consent Agenda". After a motion to adopt a Consent Agenda is made and seconded, the 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**

### **250140-T      Reallocation of ARPA Funds/Youth Job Training/City of Flint Second Clean & Safe Summer 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 101-728.018-801.000 to City of Flint Second Clean & Safe Summer Youth Job Training Program, in the amount of \$225,000.00. 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. [NOTE: The City Administration recommends reallocating \$225,000.00 of ARPA funds, previously obligated for revenue replacement, to provide funding to City of Flint Clean & Safe Summer Youth Job Training Program to provide a second round of summer jobs for youth ages 15-19 to eradicate the

negative use of idle time and to keep them safe from crime. The program offers six (6) weeks of summer employment paid through the ARPA Youth Job Training category and for 5-7 non-profit organizations to serve as host sites.]

## **SPECIAL ORDERS**

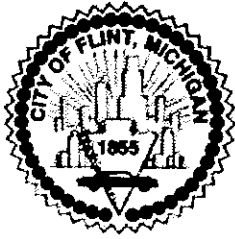
### **250136-T Special Order/Acknowledgement of Heroic Efforts**

A Special Order as requested by Council President Ladel Lewis and 1<sup>st</sup> Ward Council Member Leon El-Alamin to present a Resolution of Acknowledgement to the following individuals for saving residents from a burning car: Christopher Smith, LaAngel Hunter and Jaylin Washington.

### **250119-T Special Order/Ashley Capital, LLC/Flint Commerce Center Brownfield Plan**

A Special Order to allow for a 15-minute presentation from Mark Quimby, Ashley Capital, concerning Amendment No. 1 to the Flint Commerce Center's Brownfield Plan.

## **ADJOURNMENT**



250140-T

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

PRESENTED: 4-28-2025

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

**RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS FOR YOUTH JOB TRAINING TO CITY OF FLINT SECOND CLEAN & SAFE SUMMER YOUTH JOB TRAINING PROGRAM FOR \$225,000**

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 \$225,000 of ARPA funds, previously obligated for revenue replacement, to provide funding to City of Flint Clean & Safe Summer Youth Job Training Program to provide a second round of summer jobs for youth ages 15-19 to eradicate the negative use of idle time and to keep them safe from crime. The program offers 6-weeks of summer employment paid through the ARPA Youth Job Training category and for 5-7 non-profit organizations to serve as host sites.

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

Account	Description	Amount
<del>101-728.018-801.000.</del>	Second City of Flint Clean & Safe Summer Youth Job Training Program/Youth Job Training	\$225,000

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 ~~101-728.018-801.000.~~ to City of Flint Second Clean & Safe Summer Youth Job Training Program in the amount of \$225,000. 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, City Administrator

\_\_\_\_\_

**Approved as to Form:**

**Approved as to Finance:**

\_\_\_\_\_  
Joanne Gurley, City Attorney

\_\_\_\_\_  
Phillip Moore, Chief Financial Officer

**TODAY'S DATE:** 3/12/2025

**BID/PROPOSAL#**

**AGENDA ITEM TITLE:** RESOLUTION APPROVING REALLOCATION OF GENERAL FUNDS FOR YOUTH JOB TRAINING TO CITY OF FLINT FOR THE SECOND CLEAN & SAFE SUMMER YOUTH JOB TRAINING PROGRAM FOR \$225,000

**PREPARED BY:** Shelly Sparks-Green

**VENDOR NAME:** City of Flint

**Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:**

***Vendor Compliance (This vendor has been properly vetted and the responses are below):***

Federal government	(All documentation current, no violations)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
State government	(All documentation current, no violations)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
City of Flint	(All documentation current, no violations)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

The requesting authority is validating that this vendor has been in full compliance with all past contract provisions and has not violated the terms of any contract with the City of Flint.

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 – July 2025. 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.

Flint is facing serious challenges related to youth violence, as evidenced by increasing crime rates and a high incidence of violent crime among youth. According to the Flint Police Department's Crime Report (2024), youth under 18 account for 30% of all violent crime arrests in the city, which is significantly higher than the national average for cities of similar size and socio-economic demographics. Flint also faces critical levels of poverty, with approximately 40% of Flint's youth living below the federal poverty line, making them more vulnerable to involvement in crime. Poverty is one of the key risk factors associated with youth violence (Kaufman, 2017). Flint has a long-standing history of underfunded education systems and limited access to mental health services, exacerbating the situation for at-risk youth (Harvey et al., 2019). This initiative not only provides youth with pocket cash but serves as another source of family income that was lost by the numerous deaths of caregivers caused by the water crisis and COVID. Below is a recap of the First Summer Youth initiative:

**2024 Recap: Building Skills Through Service**

Latrese Brown Reported, throughout the summer, seven local organizations collaborated with the program, offering diverse job opportunities to 91 youth participants tailored to help them gain

practical experience while contributing positively to their community. The program received 171 applicants but the funding received only allowed the City to employ 91 youths.

- Latinx Technology and Community Center – Community clean-up projects
- North Flint Neighborhood Action Council – Community clean-up projects
- Cathedral of Faith – Childcare services
- Department of Public Works (DPW) – Various city jobs
- McCree Theatre – Plays and stagecraft
- Flint Community Water Laboratory – Water testing and science projects
- Faith Foundation – Various tasks and acted as the program's fiduciary

The program focused on professional development over profit, emphasizing the cultivation of essential skills like social interaction, interpersonal workplace communication, office culture, and community engagement. Youth participants earned \$11/hour while working 29 hours per week in a structured, supportive environment designed to promote learning and growth rather than productivity alone. The program went so well that some organizations like McCree Theater and Flint NAC asked to have an additional week of participation. (please see attached budget)

The Department of Public Works utilized their youth in various ways to improve the viability of fire hydrogen in neighborhoods by painting them the different color codes while learning the importance of what each color fire hydrogen means to a community.

The McCree Theater gave youth an insight into theater and the various career opportunities that a field such as the Arts can offer. They participated in plays, costume design, and stage presence to get an idea of what it takes to produce community story telling.

Latinx provided cultural experiences that combined clean-up projects with diverse groups, discussion sessions, and neighborhood diversity.

NAC provided history with their cleanup projects around the significance of the SBEV building and original use and the street names and significance.

Flint Community Water Lab youth learned about science and career opportunities that it produces. They learned about water testing and the Flint Water Crisis, community support, and importance of clean air and water.

Faith Foundation placed their youth in various businesses to learn job skills, business etiquette, and a variety of employment types.

Cathedral of Faith taught the importance of Faith and confidence when navigating through life experiences through cleanup and mentorship.

**PROCUREMENT (MUST BE SPECIFIED)**

**Please specify how this vendor was identified: (Check one)**

- Sole Source (Please attach sole source statement to requisition)
- Competitive Bid Process (Please attach bid tabulation/documents to requisition)
- Cooperative Contract (MIDeal, Sourcewell, GSA, or other municipality)
  - \*Contract must be attached to your requisition and contract must appear on the vendor's quote for goods/services
- (3) Quotes (please attach all quotes to your requisition)

**Section II. PREVIOUS ALLOCATIONS (INCLUDE ALL ACCOUNTS USED FOR THIS PURPOSE)/ PROVIDE RESOLUTION OR CONTRACT INFORMATION THAT APPLIES**

<b>Fiscal Year</b>	<b>Account</b>	<b>FY GL Allocation</b>	<b>FY PO Amount</b>	<b>FY Expensed</b>	<b>Resolutio</b>
2024	ARPA Youth Job Training	101-728.018-801.000	\$200,000	\$200,000	240124

The 2025 Second City of Flint Clean & Safe Summer Youth Job Training Program will provide summer jobs, business learning experiences, and a fantastic opportunity for flint youth to formulate career goals and to build a brighter future for our youth. The program will serve between 100-110 youth aged 15-19 in efforts to make use of idle time and keep them safe from crime. The program will offer 6-weeks of summer employment, paid through the ARPA Youth Job Training category, for 5-7 non-profit organizations to serve as host sites for 10 youth participants. Each organization will be awarded up to a maximum of \$25,000 for administrative reporting, materials, swag, and program costs. The youth participants will be paid \$11.00 per hour for 29 hours each week beginning June 09, 2025, and ending on July 4, 2025.

Lessons learned have the program administrators rethinking and planning a few changes to our approach. We are attempting to partner with Youth Quest to provide a higher-level orientation for both youth and hosting organizations. We also are looking for alternative solutions for fiduciary services to pass on some of that cost to employ more youth participants. It is the goal of the programming to utilize most of the funding to support youth by lowering operating cost.

After council approval the process will be as follows (please see the attached forms):

- applications will become available for organizations and youth to apply
- The organizations will be selected by a scoring process through the City of Flint

- The youth will be selected as a first come first serve basis and selected only if they meet the requirements put forth.
- The organizations and the youth will be mandated to attend orientation and information sessions to understand the expectations of the program.

**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.

In the past the host organizations were responsible for the promotion and hiring of the summer youth participants and reporting under the standard ARPA reporting requirements, this year we are working towards absorbing more of this responsibility in-house to cut operating cost. The applications will be disseminated to schools, youth program facilities, and through host organizations and City of Flint social media websites and online portals.

**Section III.**

**POSSIBLE BENEFIT TO THE CITY OF FLINT (RESIDENTS AND/OR CITY OPERATIONS) INCLUDE PARTNERSHIPS AND COLLABORATIONS:**

This initiative gives youth in Flint the chance to gain valuable skills, build their confidence, and contribute to their community in meaningful ways. By providing structured work opportunities, mentorship, and a safe space to grow, we're helping them stay focused, positive, and engaged, keeping them on a path toward success as opposed to alternatives that lead to street violence, crime, death, and incarceration. It's more than just a job; it's about giving our youth the tools they need to lead and create lasting change in their own lives and in the city they call home.



**Section IV: FINANCIAL IMPLICATIONS:**

**IF ARPA related Expenditure:**

Has this request been reviewed by E&Y Firm: YES  NO  IF NO, PLEASE EXPLAIN:

It was approved last year, and it has the same activities

**BUDGETED EXPENDITURE? YES  NO  IF NO, PLEASE EXPLAIN:**

Dept.	Name of Account	Account Number	Grant Code	Amount
City of Flint Admin	General Fund Youth Job training	101-728.018-801.000.		\$225,000
		<b>FY25 GRAND TOTAL</b>		

**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):**

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

**ACCOUNTING APPROVAL:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**WILL YOUR DEPARTMENT NEED A CONTRACT? YES  NO**

**Section V: RESOLUTION DEFENSE TEAM:**

(Place the names of those who can defend this resolution at City Council)

	<b>NAME</b>	<b>PHONE NUMBER</b>
<b>1</b>	<b>Shelly Sparks-Green</b>	<b>810.880.3404</b>
<b>2</b>		
<b>3</b>		

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

**DEPARTMENT HEAD SIGNATURE:**

\_\_\_\_\_  
(Name, Title)

**ADMINISTRATION APPROVAL:**

\_\_\_\_\_  
(for \$20,000 or above spending authorizations)

CLEAN & SAFE SUMMER YOUTH JOB TRAINING PROGRAM  
REPORT

2024

## YOUTH SUMMER JOB PROGRAM

2024 Recap:

171 Youth Applied; 91 Participated

7 organizations:

Latinx Technology and Community Center (clean-up)

North Flint Neighborhood Action Council (clean-up)

Cathedral of Faith (Child care)

DPW (various city jobs)

McCree Theatre (plays and stagecraft)

Flint Community Water Laboratory (water testing/science)

Faith Foundation (various, also acted as fiduciary)

Gave Flint Youth something constructive to do during the downtime of Summer, giving them skills through service to their community while avoiding more negative activities. Youth learned valuable life skills such as social skills, interpersonal work communication, office culture, community engagement, and other professional development skills.

\$11/hour, 29 hours/week

Professional development over profit; the skills acquisition and cultivation of social skills trumped the actual work being performed. Layers of oversight ensured an environment of learning versus one in which a business came first

QUOTE: Latrese

2025 Preview:

Restarting in June, ending in August

Sign-up to be held at the City of Flint Service Center.

Funding: ARPA

### **Flint Youth Summer Job Program: 2024 Recap and 2025 Preview**

The Flint Youth Summer Job Program has successfully wrapped up another impactful season in 2024, providing local youth with valuable work experience and life skills while serving their community. This year, the program saw an impressive turnout with **171 youth applicants**, out of which **91 participated** across various community organizations.

## 2024 Recap: Building Skills Through Service

Throughout the summer, seven local organizations collaborated with the program, offering diverse job opportunities tailored to help youth gain practical experience while contributing positively to their community:

- **Latinx Technology and Community Center** – Community clean-up projects
- **North Flint Neighborhood Action Council** – Community clean-up projects
- **Cathedral of Faith** – Childcare services
- **Department of Public Works (DPW)** – Various city jobs
- **McCree Theatre** – Plays and stagecraft
- **Flint Community Water Laboratory** – Water testing and science projects
- **Faith Foundation** – Various tasks and acted as the program's fiduciary

The program focused on **professional development over profit**, emphasizing the cultivation of essential skills like social interaction, interpersonal workplace communication, office culture, and community engagement. Youth participants earned **\$11/hour** while working **29 hours per week** in a structured, supportive environment designed to promote learning and growth rather than productivity alone.

"As the Program Director for Community Violence Intervention and Prevention Initiative, I'm excited to see how the Flint Youth Summer Job Program continues to make a difference in the Flint Community. This initiative gives youth in Flint the chance to gain valuable skills, build their confidence, and contribute to their community in meaningful ways. By providing structured work opportunities, mentorship, and a safe space to grow, we're helping them stay focused, positive, and engaged keeping them on a path toward success. It's more than just a job; it's about giving our youth the tools they need to lead and create lasting change in their own lives and in the city they call home."

## Looking Ahead: 2025 Summer Job Program

The Flint Youth Summer Job Program is set to return in **June 2025**, running through **August**. Sign-ups will take place at the **City of Flint Service Center**. This continued initiative aims to provide even more Flint youth with constructive opportunities to build life skills, engage with their community, and avoid negative summer distractions.

Stay tuned for more updates and help spread the word about this impactful program that continues to empower the next generation of Flint leaders.

# PROGRAM FINANCIAL REPORT

<b>Clean &amp; Saft Summer Youth Job Training Program, Round 1 Expenditures charged to the allocation of ARPA funding per resolution #240124</b>			
<b>Total Contracts</b>	<b>Expensed</b>	<b>Rem. Allocated Funds</b>	<b>Vendor</b>
\$ 26,000.00	\$ 26,000.00	\$ -	CATHEDRAL OF FAITH CHURCH
\$ 2,200.00	\$ 2,200.00	\$ -	COMMUNITEE PRINTING LLC
\$ 51,950.00	\$ 51,740.00	\$ 210.00	FAITH FOUNDATION RESOURCES
\$ 26,000.00	\$ 26,000.00	\$ -	FLOYD J MCCREE THEATRE
\$ 26,000.00	\$ 26,000.00	\$ -	GOOD CHURCH INC
\$ 26,000.00	\$ 25,999.98	\$ 0.02	HISPANIC TECHNOLOGY & COMMUNITY CTR
\$ 31,000.00	\$ 31,000.00	\$ -	NORTH FLINT NEIGHBORHOOD ACTION
\$ 10,850.00	\$ -	\$ 10,850.00	Unallocated
\$ 200,000.00	\$ 188,939.98	\$ 11,060.02	Remaing Balance

The \$11,060.02 remaining balance will be moved to the second summer initiative



August 13, 2024

Ms. Angela Lots  
Faith Foundation Resources  
1053 Professional Drive  
Flint, MI 48532

Dear Ms. Lots,

Please accept this as our final report regarding our Safe Summer Youth Employees:

McCree Theatre initially began with 10 youth. One youth found employment elsewhere and never reported to McCree Theatre. The nine remaining youth included: Josiah Grays, Briana Gray, Makayla McComb, Serenity Stephen, Jazmyn Leak, Amari Robinson, Michael Brown, Jazmine Brown, and Destiny Rawls.

Job Description: Summer youth workers performed in accordance with the following job description: "Summer youth will be expected to engage in all that is transpiring at McCree Theatre during their term of employment, including participating in building improvement activities as well as participating in our summer theatre camp for youth. Duties may range from light maintenance, janitorial, to participating on-stage or backstage in our summer youth production of The Lion King, Jr."

- Assist the building maintenance director in light maintenance and janitorial duties.
- Assist instructional staff in the management of their respective classrooms.
- Assist kitchen staff with feeding summer camp participants breakfast and lunch.
- Become involved in the theatre's summer camp production of The Lion King, Jr.
- Assist in marketing activities for The Lion King, Jr.
- Performing other duties as required.

For the most part, all summer youth workers performed their duties responsibly.



Attendance: Every summer youth worker assigned to McCree Theatre showed up for work on the dates and times required. There were no absences for the duration of their assignment.

Disciplinary Actions: No disciplinary action was necessary during the course of their assignment here.

Summary: The nine safe summer youth workers assigned to McCree Theatre performed admirably. We were able to extend all nine workers an additional week due to the absence of the tenth worker and hours not used during the 4<sup>th</sup> of July Holiday. They engaged with the more than 50 youth, ages 5 – 17, enrolled in our Summer Theatre Camp, assisting our workshop leaders in various capacities and assisting in serving breakfast and lunch to our campers. Five of the youth also took active roles in our production of The Lion King, Jr., three on stage in leading roles, one in the booth, and the other backstage assisting in managing our littles. They were extended for an additional week at McCree Theatre's expense. The production took place on August 9 and 10 for three performances to over 500 audience participants.

Please do not hesitate to reach out to me if questions should arise.

Respectfully Submitted

*Charles Winfrey*

Charles H. Winfrey



Shelly Sparks-Green &lt;ssgreen@cityofflint.com&gt;

---

**Fwd: Upcoming Summer Job Host Meeting**

2 messages

**Angela Lots** <Angela@theffr.org>  
 To: Shelly Sparks-Green <ssgreen@cityofflint.com>

Wed, Jun 5, 2024 at 5:53 AM

Begin forwarded message:

**From:** Angela Lots <Angela@theffr.org>  
**Subject:** Upcoming Summer Job Host Meeting  
**Date:** June 4, 2024 at 6:51:01 PM EDT  
**To:** Angela Lots <Angela@theffr.org>

Good Evening City of Flint Summer Job Hosting Sites!

I hope this email finds you well! The upcoming Summer Jobs meeting for hosts will take place this Friday June 7, 2024 at 1:00pm at the City of Flint Satellite Center, located at 4805 Clio Road Flint, MI.

Please plan to be there to sign your hosting contract, and receive important information. You will also need to send Mrs. Shelly Sparks the required documents for participation by Thursday June 6, 2024, via electronic.

We look forward to seeing you Friday and working with you this Summer! If you have any questions please feel free to contact me.

Best,  
 Angela Lots, MS  
 Executive Director  
 Faith Foundation Resources

---

**Vanessa Pringle** <vpringle@cityofflint.com>  
 To: Tiffany Rodriguez <trodriguez@cityofflint.com>, Shelly Sparks-Green <ssgreen@cityofflint.com>

Fri, Jun 7, 2024 at 12:58 PM

----- Forwarded message -----  
**From:** Angela Lots <Angela@theffr.org>  
**Date:** Thu, Jun 6, 2024 at 9:37 AM  
**Subject:** Fwd: Upcoming Summer Job Host Meeting  
**To:** VPringle@cityofflint.com <VPringle@cityofflint.com>

Good Morning Ms. Vanessa and Happy Thursday!

## Parent Permission Slip

I give my child permission to participate in the city of flint under the leadership of Mayor Shelton Neeley Summer Job Youth Program. I understand my child will be working and reporting to Faith Foundation Resources for work assignments and compensation. I understand the details of the program, including the schedules, responsibilities, and expectation outline for the participants.

I acknowledge that my responsibility is to ensure that my child:

- Attends the program on time.
- Picked up promptly at the end of each workday.
- Follows all appropriate behavior expectations.
- Followed all rules, regulations, and guidelines set forth by the program coordinators and staff.
- Follows directions given and participates fully.

### Parent Agreement:

I give my child \_\_\_\_\_ permission to work with Faith Foundation Resources during the Flint Summer Job Youth Program. I understand Faith Foundation Resources is not responsible for any injuries or stolen property that may occur during the program.

Parent signature \_\_\_\_\_

Date: \_\_\_\_\_

### Student Agreement:

I \_\_\_\_\_ agree to follow Faith Foundation Resources rules and understand that if my behavior is unacceptable, I may lose the right to participate and complete *the* activities and events hosted by Faith Foundation Resources.

Student Signature \_\_\_\_\_ Date: \_\_\_\_\_

PLEASE REVIEW TO MAKE SURE ALL INFORMATION IS CORRECT  
4225 Miller Road #176 Flint, Michigan 48507  
Business number 810 766-9335 fax (810) 222-0399 [www.faithfoundationresources.org](http://www.faithfoundationresources.org)



Dear Student Name,

Congratulations on being selected to participate in the City of Flint Safe Summer Youth Job Training program under the leadership of Mayor Sheldon Neeley Summer Job Training Program! We are thrilled to have you on board and look forward to working with you over the next five weeks.

Starting on June 17, you will be working 28 hours a week, for five weeks at your designated job sites, earning a rate of \$11 an hour. This program will provide you with valuable work experience, skills, and knowledge that will benefit you in your future endeavors.

We welcome you to this opportunity and encourage you to make the most of it. Take advantage of the resources available to you, ask questions, and engage with your colleagues and supervisors. This program is designed to help you grow and succeed, and we believe that you have the potential to thrive in this environment.

Again, congratulations on being selected for this program. We are excited to see all that you will accomplish during your time with us.

Best of luck,

Mayor Sheldon Neeley

City of Flint



Shelly Sparks-Green <ssgreen@cityofflint.com>

---

## Today's Youth Summer Job Orientation

1 message

Angela Lots <Angela@theffr.org>

Mon, Jun 24, 2024 at 8:56 AM

To: Angela Lots <Angela@theffr.org>, "cwinfrey@mccreetheatre.com" <cwinfrey@mccreetheatre.com>, "pastormartincof@yahoo.com" <pastormartincof@yahoo.com>, "leor@goodchurch.life" <leor@goodchurch.life>, "info@northflintnac.org" <info@northflintnac.org>, Asa Zuccaro <azuccaro@latinxf Flint.org>, Shelly Sparks-Green <ssgreen@cityofflint.com>

Good morning Organizations and Happy Monday!

A friendly reminder of today's Youth Summer Job training orientation held at Cathedral of Faith Church located 6031 Dupont St., Flint, MI @ 5 PM today. All participants must bring their parents or guardian to this important meeting.

Please be prepared to bring and give your participants their W9 tax form to fill out along with the parent authorization form, you should have received in you're on boarding package from Mrs. Shelly Sparks-Green. The youth would be giving their T-shirts today, along with the rules and regulations of the program. Please be prepared to give your participants the point of contact person from your organization to report absents, late, or any emergencies. We will be encouraging no lates or absences in these five weeks. We do not foresee any complications, however if any arrive lets try to solve them quickly, efficiently, and together with less drama as possible.

Let's make it a great summer for our Flint youth and your individual organizations!

In His Service,  
Angela Lots, MS  
Executive Director  
Faith Foundation Resources

Date: \_\_\_\_\_

Class: \_\_\_\_\_

**Information Sheet - Please Print ALL Information  
Student Information**

Full Name: \_\_\_\_\_

Street Address: \_\_\_\_\_ Apt/Unit: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home/Cell Number ( ) \_\_\_\_\_ Social Security: \_\_\_\_\_

Email Address: \_\_\_\_\_ Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

How Did You Hear about us? (Circle One) Another Client, Billboard, Flyer, Internet, Local Ad/News, Radio

Name of School: \_\_\_\_\_ Current Grade: \_\_\_\_\_

**Parent/Guardian Information — Must be filled out completely**

Name: \_\_\_\_\_

Address (if different from above): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home/Cell Number ( ) \_\_\_\_\_ Work Number: \_\_\_\_\_

**Emergency Contact Alternate**

Name: \_\_\_\_\_

Relationship to student: \_\_\_\_\_

Address (if different from above): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home/Cell Number ( ) \_\_\_\_\_

How many people within your Household (Circle One): 1 2 3 4 5 6 7 8 9

Race (Circle One): Black White Asian Indian Other Head of Household: Yes \_\_\_ No \_\_\_

Household Income (Circle One):  \$12,600 - \$24,600  \$25,150 - \$34,600  \$35,750 - \$50,000

(a) Free/Reduced Lunch Eligibility: Yes \_\_\_ No \_\_\_ (b) Are you eligible for Snap: Yes \_\_\_ No \_\_\_

Do you have transportation to and from the Program site? Yes \_\_\_ No \_\_\_

Signature: \_\_\_\_\_

**PLEASE REVIEW TO MAKE SURE ALL INFORMATION IS CORRECT**

Date: \_\_\_\_\_

Class: \_\_\_\_\_

**Information Sheet - Please Print ALL Information  
Student Information**

Full Name: \_\_\_\_\_

Street Address: \_\_\_\_\_ Apt/Unit: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home/Cell Number ( ) \_\_\_\_\_ Social Security: \_\_\_\_\_

Email Address: \_\_\_\_\_ Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

How Did You Hear about us? (Circle One) Another Client, Billboard, Flyer, Internet, Local Ad/News, Radio

Name of School: \_\_\_\_\_ Current Grade: \_\_\_\_\_

**Parent/Guardian Information -- Must be filled out completely**

Name: \_\_\_\_\_

Address (if different from above): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home/Cell Number ( ) \_\_\_\_\_ Work Number: \_\_\_\_\_

**Emergency Contact Alternate**

Name: \_\_\_\_\_

Relationship to student: \_\_\_\_\_

Address (if different from above): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home/Cell Number ( ) \_\_\_\_\_

How many people within your Household (Circle One): 1 2 3 4 5 6 7 8 9

Race (Circle One): Black White Asian Indian Other Head of Household: Yes \_\_\_ No \_\_\_

Household Income (Circle One):  \$12,600 - \$24,600  \$25,150 - \$34,600  \$35,750 - \$50,000

(a) Free/Reduced Lunch Eligibility: Yes \_\_\_ No \_\_\_ (b) Are you eligible for Snap: Yes \_\_\_ No \_\_\_

Do you have transportation to and from the Program site? Yes \_\_\_ No \_\_\_

Signature: \_\_\_\_\_

**PLEASE REVIEW TO MAKE SURE ALL INFORMATION IS CORRECT**

## **ARPA Subrecipient Agreement** **Between the City of Flint and \_\_\_\_\_**

This ARPA Subrecipient Agreement ("Agreement") is agreed to between the City of Flint ("City"), a Michigan municipal corporation, and the \_\_\_\_\_ ("Subrecipient"), a [description of entity i.e. nonprofit corporate entity].

### **Recitals**

The U.S. Department of the Treasury ("Treasury") has allocated to the City of Flint approximately \$94 million of federal stimulus funding from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Funds under CFDA No. 21.027 ("ARPA Funds") under Section 603(b) of the Social Security Act, as amended by Section 9901 of the American Rescue Plan Act ("ARPA"), subject to the terms contained in the acceptance of said funds (attached as Attachment A), the 2022 Coronavirus State and Local Fiscal Recovery Funds Final Rule ("Final Rule"), the 2023 Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule ("2023 Interim Final Rule"), 31 C.F.R. Part 35, and the Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds ("Compliance & Reporting Guidelines") (available at <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>).

The American Rescue Plan Act authorizes the City to expend ARPA Funds awarded to the City for the following eligible purposes as outlined in the Final Rule as follows:

- (1) To respond to the COVID-19 public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- (2) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
- (3) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency;
- (4) To make necessary investments in water, sewer, or broadband infrastructure; and
- (5) Emergency Relief from Natural Disasters, Surface Transportation Projects, or Title 1 Projects as outlined in the August 2023 Interim Final Rule.

(collectively "Eligible Uses").

Pursuant to the American Rescue Plan Act, Eligible Uses under this federal program must be obligated no earlier than March 3, 2021, and no later than December 31, 2024, with final disbursement of all funds no later than December 31, 2026.



The City desires to allocate portions of the ARPA Funds awarded to the City to entities located in the City, whose operations and financial condition were adversely impacted by the COVID-19 public health emergency, whether through a reduction in revenues, increase in operating costs related to implementing COVID-19 prevention or mitigation tactics or other higher operating costs experienced during the pandemic, business disruption or closure, event cancellation, and/or other similar circumstances during the pandemic that created a financial hardship, with such allocation of funds to be consistent with the Eligible Uses of ARPA Funds outlined above.

Subrecipient has proposed the City of Flint Clean & Safe Summer Youth Job Training 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.

The program will start on June 24, 2024, and end on July 26, 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. Qualifying (attached as Attachment B).

### **Agreement**

1. **Effective Date and Term.** This Agreement shall commence when last executed by all parties and remain in effect until all funds awarded have been disbursed and/or December 31, 2026 (or September 30, 2026, for Emergency Relief from Natural Disasters, Surface Transportation Projects, or Title 1 Projects), whichever is later, unless terminated by the City in writing.

**ARPA Funds.** The City agrees to provide the Subrecipient a total sum not to exceed \$ 26,000 split into three (3) payments:

- (#1) \$8,666.67 due on or before 6-21-2024;
- (#2) \$8,666.67 due on or before 7-05-2024;
- (#3) \$8,666.66 due on or before 7-19-2024.

The funds will be used for the 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 five (5) weeks of summer employment paid through the ARPA Youth Job Training category for seven (7) non-profit organizations to host 10 participants each at their site. Each organization will be awarded \$26,000 as described:

- \$5,000 will pay \$1,000 a week to the site for hosting, and project development
- \$2,600 fiduciary cost for reporting and administration.
- \$2,000 for a site supervisor responsible for overseeing the youth.
- \$400 for supplies needed to run the program.
- \$15,950 pay 10 youth participants @ \$11.00 per hour for 29 hours a week @ 5 weeks.

These funds will be provided as reimbursement for authorized expenditures as described below. All reimbursement requests must be received by December 10, 2026 (or September 10, 2026 for Emergency Relief from Natural Disasters, Surface Transportation Projects, or Title 1 Projects).

2. **Subrecipient's Use of ARPA Funds.** The Subrecipient shall ensure that the ARPA Funds requests are necessary Eligible Uses under one of the following cost categories:
  - a. To respond to the COVID-19 public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
  - b. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
  - c. For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
  - d. To make necessary investments in water, sewer, or broadband infrastructure.
  - e. Emergency Relief from Natural Disasters, Surface Transportation Projects, or Title 1 Projects as outlined in the August 2023 Interim Final Rule.
  
3. **Ineligible Uses.** Non-allowable uses of ARPA Funds include, without limitation, the following:
  - a. Usage of funds to either directly or indirectly offset a reduction in net tax revenue resulting from a change in law, regulation or administrative interpretation during the covered period that reduces any tax or delays the imposition of any tax or tax increase;
  - b. Damages covered by insurance;
  - c. Usage of funds as a deposit into any pension fund;
  - d. Expenses that have been or will be reimbursed under any federal program;
  - e. Debt service costs;
  - f. Contributions to a "rainy day" fund; and

g. Legal settlements.

4. **Reimbursement Requests and Reporting Requirements.** To facilitate the release of ARPA Funds by the City to the Subrecipient and the City's compliance with reporting requirements for usage of ARPA funding under the IGA, a maximum of 20% of the Agreement amount may be requested for up-front payment. Thereafter, the Subrecipient may submit one reimbursement request per month to the City on or before the 10th day following the end of each calendar month during the term of the Agreement, detailing the following:
- a. Itemized expenditures for which Subrecipient seeks reimbursement, and backup documentation supporting such expenditures.
  - b. To the extent relevant, procurement information for any third-party expenditures beyond \$10,000 for which Subrecipient seeks reimbursement.
  - c. To the extent that any funds were not spent on direct expenses for the program, a description of why reimbursement for those expenditures is eligible.
  - d. A statement, signed by Subrecipient, indicating that all reimbursement requests comport with the guidelines of the ARPA as set forth by the US Treasury.

The City, in its sole discretion, may determine whether a report is sufficient and/or require Subrecipient to provide supplemental or additional information. Failure to provide any required reports or supplementary/additional information is a material breach of this Agreement and may result termination of the Agreement. The City's decision on reimbursement is final. Subrecipient agrees to promptly reimburse the City upon request for any expenditures determined ineligible and/or any unspent funds by the Federal government.

To ensure compliance with the existing ARPA guidelines set forth by the US Treasury, while also ensuring that all expenditures within the scope of this Agreement adhere to future guidelines that may be established by the US Treasury during the term of this Agreement, the Subrecipient, when requesting reimbursement for eligible ARPA expenditures, shall provide to the City, a comprehensive and detailed list of such expenditures on a standardized template as provided by the City, and shall also provide any backup documentation to support such expenditures. Said documentation must include a statement, signed by the Subrecipient, indicating that all expenditures comport with the guidelines of the ARPA as set forth by the US Treasury.

The City shall then distribute ARPA Funds, as requested by the Subrecipient, to the Subrecipient subject to availability of funds ("Reimbursement Request Funds"). Such schedule may be modified with the prior approval of the City. Failure to provide any of the

required documentation may result in the withholding and/or nonpayment of all or a portion of the request, and termination of the Agreement.

The City may request additional information or documentation from the Subrecipient, as needed, to meet any additional guidelines regarding the use of funds that may be established by the US Treasury during the scope of this Agreement.

## 5. **Financial Management**

- a. **Accounting Standards.** The Subrecipient agrees to comply with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- b. **Cost Principles.** All Subrecipients, which are governmental entities (including public agencies), shall comply with the requirements and standards of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Requirements) as may be amended.

The Subrecipient will abide by all applicable policies and procedures imposed by the City of Flint and its designated administrative agents.

6. **Maintenance and Audit of Records.** The Subrecipient shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review and audit by the City or its designee, and as required by the IGA, Interim Final Rule and Compliance & Reporting Guidelines for a minimum of five (5) years following termination of this Agreement. If it is determined during the audit that the Subrecipient used ARPA funds for unallowable costs under this Agreement, the Subrecipient agrees to promptly reimburse the City for such payments upon request.
7. **Termination.** In accordance with 2 CFR Part 200.471, the City may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:
  - a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and ARPA guidelines, policies or directives as may become applicable at any time;
  - b. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
  - c. Ineffective or improper use of funds provided under this Agreement; or

- d. Submission by the Subrecipient to the City reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200 Uniform Administrative Requirements, this Agreement may also be terminated for convenience by either the City or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, if the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.

## 8. General Terms and Conditions

- a. **Assignment.** The Subrecipient shall not assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the City. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors.
- b. **Counterparts.** This Agreement is valid and enforceable with electronic or facsimile signatures, and may be executed in multiple counterparts, all of which together shall form one Agreement.
- c. **Good Standing:** Subrecipient must remain current and not be in default of any obligations due the City of Flint, including the payment of taxes, water & sewer costs, fines, penalties, licenses, or other monies. Violations of this clause shall constitute a material breach of this contract, which shall constitute good cause for the termination of this contract.
- d. **Governing Law and Venue:** The Agreement will be governed by the laws of the State of Michigan without regard to conflicts of law or choice of law provisions. Any action arising out of or in connection with the Agreement may be instituted and maintained only in a court of competent jurisdiction in Genesee County, Michigan, or the Eastern District of Michigan. Should the City prevail in any legal action against Subrecipient for any reason arising out of this Agreement, subrecipient agrees to pay the City's reasonable attorneys' fees and costs.
- e. **Improper Influence/Conflicts of Interest.** Each party warrants that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement or any subcontract funded by this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will offered or conferred with a view towards obtaining, maintaining, or extending this Agreement or any subcontract funded by this Agreement.

The Subrecipient agrees to abide by the provisions of Uniform Requirements and 2 CFR Parts 200.317 and 200.318, which include (but are not limited to) the following:

- i. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by federal funds.
  - ii. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.
  - iii. No covered persons who exercise or have exercised any functions or responsibilities with respect to ARPA-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the ARPA-assisted activity, or with respect to the proceeds from the ARPA-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.
- f. **Independent Contractor.** Nothing in this Agreement will be deemed to create an association, a partnership, a joint venture, a relationship of principal and agent, or employer and employee between the parties. The Subrecipient shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the City for any purpose.
- g. **Indemnification.** The Subrecipient agrees to defend, indemnify and hold harmless the City, its officers, officials, employees, agents and volunteers, from and against any and all claims, injuries, damages, losses or expenses including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the Subrecipient, its officers, directors, employees, and/or agents relating to the Subrecipient's performance or failure to perform under this Agreement.
- h. **Integration and Modification.** This Agreement constitutes the entire agreement between the City and the Subrecipient for the use of funds received under this Agreement and supersedes all prior or contemporaneous communications and proposals between the parties with respect to this Agreement. No amendment or modification to the Agreement will be effective without the prior written consent of the authorized representatives of the parties.

- i. **Lobbying.** The Subrecipient hereby certifies that:
- i. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
  - ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
  - iii. It will require that the language of paragraph (i) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
  - iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- j. **Non-Discrimination.** The Contractor shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, and all other federal, state, and local fair employment practices and equal opportunity laws. Contractor shall not discriminate against any employee or applicant for employment 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, association with the federal government, or physical or mental disability unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this provision is a material breach of this Agreement.
- k. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR

Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

- l. **Non-Waiver.** No failure and/or delay on the part of the City to exercise any right shall operate as a waiver; nor shall any single or partial exercise by the City of any right preclude any other or further exercise or the exercise of any other right. The remedies provided are cumulative and not exclusive of any remedy available to the City at law or in equity.
- m. **No Third-Party Beneficiaries.** Nothing in this Agreement shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement. This provision shall not limit any obligation which either party has to Treasury in connection with the use of ARPA Funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.
- n. **Notices.** Notices to the City of Flint shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to Shelly Sparks Green, Chief Resilience Officer, and City Clerk, City of Flint, 1101 S. Saginaw Street, Flint, Michigan 48502, or to such other address as may be designated in writing by the City from time to time, or if they are emailed to same. Notices to Subrecipient shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to Subrecipient, or if they are emailed to the same, or to such other address as may be designated in writing by Subrecipient from time to time.
- o. **Severability.** If one or more provisions of this Agreement is determined invalid by any court of competent jurisdiction or agency having jurisdiction, the remainder of the Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.
- p. **Signage and printed materials.** The subrecipient agrees that a sign recognizing the federal funding organization and the City will be placed at the jobsites, by the subrecipient, during the project construction/demolition period. Signage will be developed and provided by the City. The subrecipient further agrees that the website and social media account related to this project shall include the City of Flint logo and the message, “[Name of this project/initiative/program] is supported by City of Flint American Rescue Plan Act (ARPA) funds.” The social media requirement may be satisfied with one post including the required text and the City of Flint logo either by itself or applied to a graphic related to the funded project. If you need assistance meeting this requirement, please reach out to City of Flint Communications Director Caitie O’Neill at coneill@cityofflint.com or 810-877-5652.



q. **Subcontracts**

- i. **Monitoring.** The Subrecipient will monitor all subcontracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
  - ii. **Content.** The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
  - iii. **Selection Process.** The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.
  - iv. Subrecipient is responsible for making sure any contractor or subcontractor is fully licensed and holds any or all credentials necessary to complete work in full compliance with policies and regulations as applicable. Additionally, Subrecipient is responsible for ensuring proper permits are received and work is completed in full compliance with any or all applicable building codes. Subrecipient agrees to coordinate between program participants and contractors, and ensure work is completed satisfactorily by both parties.
  - v. Subrecipient is responsible for ensuring any or all bond requirements and certifications are met, including but not limited to the following where applicable: construction or contract bonds, bid bonds, performance bonds, and/or maintenance bonds.
  - r. **Survival.** The provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall survive. Those provisions include without limitation Indemnification and Maintenance and Audit of Records.
9. **Other Contract Provisions.** If an ARPA-funded project is also funded with another source of federal funds, OR is deemed eligible under the categories outlined within the 2023 Interim Final Rule, the following federal contracting provisions also apply:
- a. **Davis-Bacon Act, as amended (40 U.S.C. 3141–3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29

CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- b. **Debarment and Suspension (Executive Orders 12549 and 12689)**—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- c. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708)**. Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

d. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

e. **Environmental Conditions**

i. An environmental review may be required under the National Environmental Policy Act (NEPA) 40 CFR Part 1508.1. If required, the Subrecipient should follow NEPA’s rules and regulations in completing an environmental review and provide documentation of the environmental review to the Grantee.

ii. Air and Water. The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- Additionally, all contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

iii. Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance

Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

- iv. **Historic Preservation.** The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.

**10. Authorization.** Each party signing below warrants to the other party that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign. This Agreement is executed and shall become effective as of the last date signed below.

<signatures on next page>

**For the Subrecipient**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name/Title

**For the City of Flint**

\_\_\_\_\_  
Sheldon A. Neeley, Mayor Date

\_\_\_\_\_  
Clyde Edwards, City Administrator Date

Approved as to Form:

\_\_\_\_\_  
William Kim, City Attorney Date



**FAITH FOUNDATION RESOURCES**

*Bridging the Gaps in LIFE | MIND at a Time.*

# Teen Cafe'

*City of Flint Graduation Luncheon*

Youth Job Training Program

**Saturday, September 21, 2024 12:00-2:30**

**Cathedral of Faith Church**  
6031 Dupont Street, FLINT, MI 48505

**For More Info PLEASE CONTACT:**

**MRS. ANGELA LOTS**

**(810) 869-0164**

**Food, Music, Games & Prizes**  
**And Much More!!**