

EM SUBMISSION NO.: EMA0552015

PRESENTED: 2-18-15

ADOPTED: 2-23-15

**RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN
THE UNITED WAY OF GENESEE COUNTY AND THE CITY OF FLINT**

BY THE EMERGENCY MANAGER:

Through the attached Memorandum of Understanding (MOU), the United Way of Genesee County wishes to offer their Civic Engagement Manager, Jennifer McArdle, as an "Executive on Loan;" and

The MOU is intended to be a non-binding expression of the intent of the United Way of Genesee County to provide their Civic Engagement Manager as an Executive on Loan for the purposes of the Flint Service Plan development and execution pursuant to the covenants contained within the MOU attached hereto and made a part hereof ; and

The term of the MOU shall be from January 26, 2015 through December 31, 2015.

IT IS RESOLVED that the Emergency Manager hereby authorizes the Memorandum of Understanding between the United Way of Genesee County and the City of Flint that provides for a non-binding expression of the intent for the United Way of Genesee County to provide their Civic Engagement Manager, Jennifer McArdle, as an Executive on Loan for the purposes of the Flint Service Plan development and execution for the time period January 26, 2015 through December 31, 2015, pursuant to the covenants contained in the Memorandum of Understanding attached hereto and made a part hereof.


APPROVED AS TO FORM:



Peter M. Bade, City Attorney

EM DISPOSITION:

ENACT _____ REFER TO COUNCIL _____ FAIL _____



Gerald Ambrose, Emergency Manager

DATED: 2/27/15

Memorandum of Understanding
United Way Genesee County – City of Flint
Chief Service Officer, Executive on Loan

This Memorandum Of Understanding – United Way of Genesee County – City of Flint Chief Service Officer Executive on Loan (“Memorandum”) is executed to be effective as of this 26th day of January 2015, by and between the United Way of Genesee County (UWGC), and the City of Flint, a Michigan municipal corporation (“COF”).

The following is a recital of certain facts which underlie this Memorandum:

- The UWGC wishes to offer their Civic Engagement Manager (“CEM”), Jennifer McArdle, as an “Executive on Loan” to the COF for purposes of developing and carrying out the Flint Service Plan.

- While both the UWGC and COF understand that this is not a binding contract, each intend to proceed through the procedures contained in this Memorandum.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

- Introduction and Intent. This Memorandum is intended to be a non-binding expression of the present intent of the UWGC to provide their current CEM as an Executive on Loan to the COF for purposes of the Flint Service Plan development and execution. Tasks will be carried out using the Flint Service Plan commitments.

- Benchmarks. By December 31, 2015, the Chief Service Officer will work with partners to develop national service and volunteer engagement in accordance with the City of Flint Strategic Plan objectives including, but not limited to, the following tasks:
 - Updating Flint Service Plan for 2015
 - Creating 1,000 volunteer engagement opportunities in partnership with Public Safety Blue Badge and Blight Elimination initiatives
 - Providing day-to-day supervision for VISTA members assigned to City of Flint for volunteer engagement and provide overall project management for the City of Flint VISTA Project

- Supporting expansion of national service placements in Flint community by 40% annually
 - Facilitating the planning and implementation of service projects and events around National Days of Service, Mayor's Day of Recognition, AmeriCorps Week and other moments of service
- City of Flint Support. The City of Flint and the Mayor's Office will provide the following support:
 - a. Office space, email address and phone number
 - b. Scheduling support to meet with the Mayor and City Officials
 - c. Coordination with the City of Flint Police Department Blue Badge and Blight Elimination initiatives
 - d. Facilitated assistance from the Michigan State University School of Criminal Justice
- Relationship to the UWGC. The relationship to the UWGC shall be:
 - The "Executive on Loan" will continue to conduct regular UWGC business. The "Executive on Loan" shall work 16-20 hours per week for the COF. The CEM will continue to provide the following services at UWGC including:
 - Monthly training workshops and service project opportunities
 - Non-profit and national service member technical assistance
 - Support and recommendation of the Community Foundation of Greater Flint's fund
 - Other responsibilities as assigned by UWGC Community Impact Director
- Timeline. The time period for the establishment of the "Executive On Loan" CEM Director as CSO will be:
 - The Chief Service Officer will begin duties on January 26, 2015 and carry out through December 31, 2015.
- Miscellaneous.
 - Further Assurances. Each party in this Memorandum shall act in good faith to give effect to the intent of this Memorandum and agrees to execute and deliver such

other documents and to take such other action as may be necessary or convenient to consummate the purpose and subject matter of this Memorandum.


- Counterparts. It is understood and agreed that this Memorandum may be executed in several counterparts, each of which, for all purposes, shall be deemed to constitute an original and all of which counterparts, when taken together, shall be deemed to constitute one and the same agreement, even though all of the parties hereto may not have executed the same counterpart.
- Liability: Each party to this Agreement will remain responsible for any claims arising out of that party's performance, including each party's employees and agents, of this Agreement, as provided for in this Agreement or by law. This Agreement is not intended to either increase or decrease either party's liability to or immunity from tort claims. This Agreement is not intended to give, nor will it be interpreted as giving, either party a right of indemnification either by contract or at law for claims arising out of this Agreement.
- Governing Law. This Memorandum is executed in and shall be governed by, and construed under, the internal laws of the State of Michigan, without regard to conflicts of laws principles.
- Employee Status: The parties understand that the Executive on Loan shall remain an employee of the UWGC and shall not be entitled to any employment benefits from the COF.
- No Authority to Bind: The Executive on Loan shall have no authority to bind the COF, and may not create obligations or enter contracts on behalf of the COF.

United Way of Genesee County

City of Flint



Emergency Manager



Mayor

APPROVED AS TO FORM:



Peter M. Bade, City Attorney