



City of Flint, Michigan

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

Meeting Agenda – AMENDED Monday, September 23, 2024 4:30 PM

City Council Chambers

*AGENDA AMENDED TO ADD RESOS NO. 240432-T, 240435-T
AND 240436-T*

SPECIAL AFFAIRS COMMITTEE

Candice Mushatt, Vice President, Ward 7

Leon El-Alamin, Ward 1	Ladel Lewis, Ward 2
Quincy Murphy, 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 PERSON 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

240404-T Reallocation of ARPA Funds/North Flint Food Co-Op

Resolution resolving that 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 R.L. Jones Community Outreach Center, in the amount [of] \$250,000. 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.

240432-T Reallocation of ARPA Funds/Community Engagement/External Minor Home Repairs/Hasselbring Center/1st Ward Priorities/Neighborhood Engagement HUB as Fiduciary

Resolution resolving that the appropriate City officials are hereby authorized to do all things necessary, including executing any necessary agreements, to appropriate funding to The Neighborhood Engagement Hub in the amount of \$30,000.00 to act as fiduciary for 1st Ward Priorities. Before the funds are spent, the City of Flint's ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of Treasury final rules. [NOTE: This resolution will replace previously passed Reso No. 240343.1] [NOTE: \$10,000.00 is to be used for the completion of five porches for five 1st Ward residents; \$11,000.00 is to be used for cutting the grass twice a month (or up to three times a month if necessary due to rain) for up to fifty (50) 1st Ward lots, from the contract approval date until September 2024, and again in 2025 from May until the end of September; \$3,000.00 is to go to The Neighborhood Engagement Hub; \$6,000.00 is to be used to pay the first twelve months (at \$500.00 per month) of the lease payments due under the 2024 Lease Agreement between the City of Flint and the Hasselbring Senior Center.]

240433-T Grant Acceptance/Michigan Department of Environment, Great Lakes, and Energy/Water Pollution Control

Resolution resolving that the appropriate City Officials are authorized to do all things necessary to accept and appropriate grant funding, and abide by the terms and conditions of the grant award agreement from the State of Michigan Department of Environment, Great Lakes and Energy, in the total award amount of \$40,000.00; AND, further resolving that the City Administrator, Chief Financial Officer, and WPC/DPW Manager be authorized as signatories and representatives for all activities associated with the grant listed above.

240434-T Resolution resolving that the appropriate City officials are authorized to do all things necessary to allocate Opioid Settlement Funds for funding to Flint Odyssey House, Inc. in an amount not to exceed \$36,000.00 to be used for Mental Health Referrals and Services Support.

240435-T Grant Acceptance/Voters Not Politicians Education Fund/Flint City Clerk's Office/Communications and Public Relations

Resolution resolving that that the appropriate City Officials authorize to do all things necessary to accept and appropriate grant award funding from the Count MI Vote Education Fund, dba Voters Not Politicians Education Fund to the Flint City Clerk's Office to support communications and public relations efforts for the November 5, 2024 General Election, and to abide by the terms and conditions of the grant award agreement, in the total award amount of \$14,000.00, AND, resolving that the City Clerk be authorized as signatory and representative for all activities associated with the grant award.

240436-T Grant Acceptance/Institute for Responsive Government/Flint City Clerk's Office/Nonpartisan Work Planning and Operationalizing Election Administration

Resolution resolving that the appropriate City Officials authorize to do all things necessary to accept and appropriate grant award funding from the Institute for Responsive Government to the Flint City Clerk's Office to support election administration, and to abide by the terms and conditions of the grant award agreement, in the total award amount of \$60,000.00, AND, resolving that the City Clerk be authorized as signatory and representative for all activities associated with the grant award.

ADJOURNMENT

240404-T



RESOLUTION NO.: _____
PRESENTED: 9-04-2024
ADOPTED: _____

RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS TO AWARD \$300,000 TO THE NORTH FLINT FOOD CO-OP

BY THE CITY ADMINISTRATOR:

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

Whereas, City Administration recommends reallocating \$300,000 of ARPA funds, previously obligated for revenue replacement, to North Flint Food Market Cooperative.

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

Account	Description	Amount
101-728.019-801.000	North Flint Food Market Cooperative	\$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 North Flint Food Market Cooperative 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:

CLYDE D EDWARDS / A0297
CLYDE D EDWARDS / A0297 (Aug 30, 2024 11:35 EDT)
Clyde D. Edwards, City Administrator

For the City Council:

Approved as to Form:

J Kuptz
Joseph Kuptz (Aug 30, 2024 09:44 EDT)
Joseph Kuptz, City Attorney

Approved as to Finance:

Phillip Moore
Phillip Moore (Aug 30, 2024 10:20 EDT)
Phillip Moore, Chief Financial Officer



CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

PREPARED BY: Seamus Bannon

VENDOR NAME: North Flint Food Co-Op

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

The North Flint Food Market Cooperative (NFFM) is Flint's first cooperative grocery. A co-op is different from a traditional grocery store because it is owned by its members. Community members and organizations can purchase memberships as an investment during the store's development and once it is opened.

Everyone will have the ability to purchase food at the market when it opens, however only members will receive certain perks. When the market opens for business, residents will have access to healthy foods not currently available in this area which has been labeled as a food desert.

The NFFM will provide employment and job training opportunities for local residents. The goal will be to create careers for residents who live in nearby neighborhoods. Individuals who work at the market will have advancement opportunities allowing them to establish long-term employment.

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

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

Everyone will have the ability to purchase food at the market when it opens, however only members will receive certain perks. When the market opens for business, residents will have access to healthy foods not currently available in this area which has been labeled as a food desert.



CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

The NFFM will provide employment and job training opportunities for local residents. The goal will be to create careers for residents who live in nearby neighborhoods. Individuals who work at the market will have advancement opportunities allowing them to establish long-term employment.

Section IV: FINANCIAL IMPLICATIONS:

In 2022 and 2023, the City of Flint received funds pursuant to the American Rescue Plan Act of 2021 (ARPA), which could be used by the City for specific and defined purposes. In 2023, the City of Flint obligated all of the ARPA funding received, of which approximately \$40 million was obligated as "revenue replacement;" City Administration recommends reallocating \$300,000 of ARPA funds, previously obligated for revenue replacement, to provide funding to the North Flint Food Co-Op

Account	Description	Amount
101-728.019-801.000	North Flint Food Market Cooperative	\$300,000

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:

PRE-ENCUMBERED? YES NO REQUISITION NO:

ACCOUNTING APPROVAL: _____

Date: 08/29/2024

WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO

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




CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

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

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

DEPARTMENT HEAD SIGNATURE:


Shelly Sparks-Green (Aug 30, 2024 09:32 EDT)

(Name, Title)

248432-T



RESOLUTION NO.: _____
PRESENTED: 9-23-2024
ADOPTED: _____

RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS TO PROCEED WITH GRANTS FOR COMMUNITY ENGAGEMENT, EXTERNAL MINOR HOME REPAIRS AND HASSELBRING CENTER FOR 1ST WARD PRIORITIES, WITH THE NEIGHBORHOOD ENGAGEMENT HUB AS FIDUCIARY

BY THE CITY COUNCIL:

The Councilperson in the 1st Ward recommends reallocating \$30,000.00 of ARPA Funds (Ward Account), previously obligated for revenue replacement, to provide funding for the following:

\$10,000.00 is to be used for the completion of five porches for five 1st Ward residents; \$11,000.00 is to be used for cutting the grass twice a month (or up to three times a month if necessary due to rain) for up to fifty (50) 1st Ward lots, from the contract approval date until September 2024, and again in 2025 from May until the end of September; \$3,000.00 is to go to The Neighborhood Engagement Hub; \$6,000.00 is to be used to pay the first twelve months (at \$500.00 per month) of the lease payments due under the 2024 Lease Agreement between the City of Flint and the Hasselbring Senior Center; and

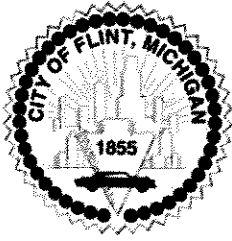
Reallocated funds in the total amount of \$30,000.00 will be moved from Acct. No. 101-287.000-963.000. The Neighborhood Engagement Hub will serve as Fiduciary for this reallocation. This resolution will replace the previously passed resolution #240343.1.

IT IS RESOLVED that the appropriate City Officials are hereby authorized to do all things necessary, including executing any necessary agreements, to appropriate funding to The Neighborhood Engagement Hub in the amount of \$30,000.00 to act as fiduciary for 1st Ward Priorities. Before the funds are spent, the City of Flint's ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of Treasury final rules.

APPROVED AS TO FORM:

APPROVED BY CITY COUNCIL:

Joseph N. Kuptz, Acting City Attorney



RESOLUTION NO.: 240433-T
 PRESENTED: 9-23-2024
 ADOPTED: _____

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
 FOR WPC GRANT AWARD PER PUBLIC ACT 119**

WHEREAS, The Department of Public Works, Water Pollution Control operates the Public Treatment Works facility under the National Pollutant Discharge Elimination System Permit (MI00022926).

WHEREAS, Water Pollution Control submitted the grant application, with approval of the City Administrator, in support of their watershed conservation activism to Michigan EGLE. The grant period is from September 15, 2024 to September 30, 2025.

WHEREAS, MI-EGLE has awarded the Flint River Watershed Support Grant to WPC in the amount of \$40,000.00 with a \$0.00 match for the purpose of procuring equipment that is to be used for watershed conservation. Said Grant Agreement is attached.

Dept.	Name of Account	Account Number	Grant Code	Amount
DPW-WPC	Supplies	296-171.127-752.000	SEGLE-WSCG24	\$12,000.00
DPW-WPC	Professional Services	296-171.127-801.000	SEGLE-WSCG24	\$4,000.00
DPW-WPC	Equipment	296-171.127-977.000	SEGLE-WSCG24	\$15,000.00
FY 2025 GRAND TOTAL				\$40,000.00

THEREFORE, BE IT RESOLVED, That the appropriate City Officials authorize to do all things necessary to accept and appropriate grant award funding, and abide by the terms and conditions of the grant award agreement from the State of Michigan Department of Environment, Great Lakes and Energy, in the total award amount of \$40,000.00; and

BE IT FURTHER RESOLVED, That the City Administrator, Chief Financial Officer, and WPC/DPW Manager be authorized as signatories and representatives for all activities associated with the grant listed above.

APPROVED AS TO FORM:

JK
 Joseph Kuptz (Sep 20, 2024 10:30 EDT)

Joseph Kuptz, Acting City Attorney

APPROVED AS TO FINANCE:

Phillip Moore
 Phillip Moore (Sep 20, 2024 11:22 EDT)

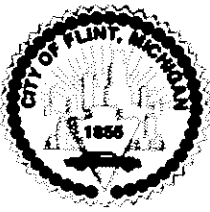
Phillip Moore, Chief Financial Officer

FOR THE CITY OF FLINT:

Clyde D Edwards / A0308
 Clyde D Edwards / A0308 (Sep 20, 2024 11:55 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

TODAY'S DATE: 09/17/2024

BID/PROPOSAL# MI-EGLE Grant

AGENDA ITEM TITLE: Watershed Council support Grant

PREPARED BY: Tiffany Minder – DPW - Water Pollution Control

VENDOR NAME: Environment, Great Lakes, and Energy - State of Michigan (EGLE)

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

EGLE has awarded Water Pollution Control (WPC) a \$40,000 grant to be used toward administrative materials, educational materials, and/or field equipment in support of watershed conservation efforts. Awarding of this grant is contingent on using the funds towards pre-approved Illicit Discharge Elimination Program (IDEP) expenses which include tracing and source identification equipment, storm drain markers, and printing of educational and outreach materials as required by the WPC's NPDES permit program.

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

Fiscal Year	Account	FY GL Allocation	FY PO Amount	FY Expensed	Resolution
N/A	N/A	N/A	N/A	N/A	N/A

This is a Grant – There are no previous allocations.

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

This Grant will be used for the purchase of field equipment that will assist the Environmental Compliance Unit with tracing spills, identifying point source polluters, enforcing clean water regulations, and educating non-compliant sewer users on best management practices. A healthy and safe environment is a benefit the entire Flint community.

Placing storm drain markers on approximately 3000 storm drains and catch basins within the City limits will help to educate citizens regarding sewer lines that discharge directly to surface waters, and the importance of not dumping or littering into those conduits.

Distributing clean water pamphlets and door-hangers will educate the citizens on the importance of keeping our waterways pollution free as well and simple do's and don'ts for achieving our clean water goals.



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

Section IV: FINANCIAL IMPLICATIONS:

IF ARPA related Expenditure: N/A

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

N/A – This is not an ARPA expense

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN: This is \$0.00 grant.

Dept.	Name of Account	Account Number	Grant Code	Amount
DPW-WPC	Supplies	296-171.127-752.000	SEGLE-WSCG24	\$12,000.00
DPW-WPC	Professional Services	296-171.127-801.000	SEGLE-WSCG24	\$4,000.00
DPW-WPC	Equipment	296-171.127-977.000	SEGLE-WSCG24	\$15,000.00
FY 2025 GRAND TOTAL				\$40,000.00

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 \$ 40,000.00

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

PRE-ENCUMBERED? YES NO REQUISITION NO:

ACCOUNTING APPROVAL: *[Signature]* Date: 09/17/2024

WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO
Grant Contract Attached.

STAFF RECOMMENDATION: (PLEASE SELECT): APPROVED NOT APPROVED

DEPARTMENT HEAD SIGNATURE: *[Signature]*
Jeanette M. Best – WPC/DPW Manager



**WATERSHED COUNCIL GRANT AGREEMENT
 BETWEEN THE
 MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
 AND THE
 CITY OF FLINT WATER POLLUTION CONTROL**

This Grant Agreement (Agreement) is made between the Michigan Department of Environment, Great Lakes, and Energy, Water Resources Division (State), and the City of Flint Water Pollution Control (Grantee).

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. Legislative appropriation of funds for grant assistance is set forth in Public Act 119 of 2023 (state of Michigan's fiscal year 2024 appropriations). This Agreement is subject to the terms and conditions specified herein.

Project Name: Flint River Watershed Support	Project #: 2024-0244
Amount of Grant: \$40,000	% of Grant State 100 / % of Grant Federal 0
Amount of Match: \$0 = 0%	PROJECT TOTAL: \$40,000
Start Date: September 15, 2024	End Date: September 30, 2025

GRANTEE CONTACT:

Tiffany Minder, Environmental Compliance Supervisor
 Name and Title
 City of Flint Water Pollution Control
 Organization
 G-4352 Beecher Road
 Address
 Flint, MI 48532
 City, State and Zip Code
 810-766-7210, Ext. 3634
 Telephone Number
 TMinder@CityofFlint.com
 Email Address
 CV0047760 029
 SIGMA VSS Vendor Code Address ID
 38-6004611
 Federal ID Number

STATE CONTACT:

Autumn Mitchell, Project Administrator
 Name and Title
 Water Resources Division
 Division
 P.O. Box 30458
 Address
 Lansing, MI 48909-7958
 City, State and Zip Code
 517-388-6662
 Telephone Number
 MitchellA24@Michigan.gov
 Email Address

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

FOR THE GRANTEE:

Signature

Date

Jeanette Best, Water Pollution Control Manager

Name and Title

FOR THE STATE:

Signature

Date

Phil Argiroff, Acting Director, Water Resources Division

Name and Title

I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

Upon signature by the State, this Agreement shall be effective from the start date until the end date on page 1 of this Agreement. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the start date and the end date. Expenditures incurred by the Grantee prior to the start date or after the end date are not eligible for payment under this Agreement.

III. CHANGES

Any changes to this Agreement shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to this Agreement or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit quarterly financial and progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

Reporting Period	Due Date
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	Before October 10*
October 1 – December 31	January 31

*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. The Grantee must submit a report or an estimate of expenditures before October 10 for the quarter ending September 30 to allow the State to complete its accounting for that fiscal year.

The forms provided to the Grantee by the State shall be submitted to the State Contact at the address on page 1 of this Agreement. All required supporting documentation (invoices, payroll, journals, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee shall submit the final quarterly financial and progress report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the end date of this Agreement.

(C) The Grantee must provide copies of all products and deliverables in accordance with Appendix A.

(D) All products shall acknowledge that the project was supported in whole or in part by the State, per the guidelines provided by the program.

(E) If 50 percent (50%) or more of the grant amount is expended in a single quarter, payment requests may be submitted once monthly during that quarter.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this Agreement.

(B) All local, state, tribal, and federal permits, if required, are the responsibility of the Grantee. Award of this Agreement is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this Agreement.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under this Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of this Agreement.

VI. USE OF MATERIAL

The State retains a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this Agreement whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact regarding contractual matters, including payment of any and all charges resulting from the anticipated Agreement. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

IX. NONDISCRIMINATION

The Grantee 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. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement if the liability is caused by the Grantee or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, State, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee; member of the legislative, judicial, or executive branches of government; or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

XIII. ANTI-LOBBYING

The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the Lobbyists, Lobbying Agents, and Lobbying Activities Act, 1978 PA 472, as amended; specifically, MCL 4.415(2), which states "'Lobbying' means communicating directly with an official in 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." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies that it has checked the federal debarment and suspension list at SAM.gov to verify that its agents and subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal agency or the State.
- (2) Have not within a three (3)-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in Title 45 of the Code of Federal Regulations, Part 1185, Governmentwide Debarment and Suspension (Nonprocurement); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses indicated in subsection (2).

- (4) Have not within a three (3)-year period preceding this Agreement had one or more public (federal, state, or local) transaction terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of five (5) years after the final payment has been issued to the Grantee by the State.

XVI. INSURANCE

- (A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.
- (B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

- (A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred. All other costs necessary to complete the project are the sole responsibility of the Grantee.
- (B) Expenses incurred by the Grantee prior to the start date or after the end date of this Agreement are not allowed under this Agreement.
- (C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.
- (D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT on the Statewide Integrated Governmental Management Applications (SIGMA) Vendor Self Service (VSS) Web site at SIGMA VSS.

(F) An amount equal to ten percent (10%) of the grant award, or \$4,000 will be withheld by the State until the project is completed in accordance with Section XIX, Closeout, and Appendix A of this Agreement.

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has satisfactorily completed the activities, and provided products and deliverables described in Appendix A of this Agreement.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

XX. CANCELLATION

This Agreement may be canceled by the State, upon 30 days' written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the grantee for any further charges to the Agreement.

XXI. TERMINATION

(A) This Agreement may be terminated by the State as follows.

- (1) Upon 30 days' written notice to the Grantee:
 - a. If the Grantee fails to comply with the terms and conditions of this Agreement, with the requirements of the authorizing legislation cited on page 1 of this Agreement and the rules promulgated thereunder, or other applicable law or rules.
 - b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
 - c. If the State finds that the Grantee or any of the Grantee's agents or representatives offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.

- d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
 - e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a. through d., above, and the Grantee will immediately cease charging to this Agreement and stop earning match for the project (if applicable).
- (2) Immediately and without further liability to the State if the Grantee, any agent of the Grantee, or any agent of any subcontract is:
- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract.
 - b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees.
 - c. Convicted under state or federal antitrust statutes.
 - d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
 - e. Added to the federal or state suspension and debarment list.

(B) If this Agreement is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XXII. IRAN ECONOMIC SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business and that its contractors are not Iran linked businesses, as defined in the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.312.

XXIII. DISCLOSURE OF INFORMATION

All reports and other printed or electronic material prepared by or for the Grantee under this Agreement will not be distributed without the prior written consent of the State except for items disclosed in response to a court order, subpoena, or Freedom of Information Act, 1976 PA 442, as amended, request.

XXIV. QUALITY ASSURANCE/QUALITY CONTROL

A project-specific Quality Assurance Project Plan must be submitted to the State in accordance with guidance provided by the State Contact indicated on page 1 of this Agreement. Monitoring conducted prior to the State's final approval of the Quality Assurance Project Plan will not be reimbursed.

XXV. PREVENTING SPREAD OF INVASIVE SPECIES

The Grantee, their contractors, and volunteers will take steps to minimize the risk of spreading terrestrial and aquatic invasive species during this project and will take measures to prevent spread, where feasible. Selection of project-appropriate measures should be dependent on the type of work being conducted and the specific situation. Examples of such measures may include:

- Avoiding infested areas when possible.
- Conducting field work in upstream areas before downstream areas to decrease the likelihood of carrying species further up into the watershed or visiting highest quality/least invaded sites before invaded sites during a trip.
- Performing basic decontamination steps such as:
 - Visually inspecting and removing any plants or mud from footwear (boots, hip boots, and waders).
 - Visually inspecting, removing, and properly disposing of any plants and mud from field equipment (nets, shovels, rakes, etc.) and vehicles (cars, boats, ATVs, etc.).
 - Draining all water from boats (motor, live well, bilge, transom well) and equipment prior to leaving the site and before entering a new waterbody.
 - Thoroughly drying boats and equipment (5-7 days, if possible) between sites.
 - Disinfecting boats and equipment between sites (e.g., diluted bleach solution or heated pressure washer). Disinfection should be conducted away from surface waters at a location where the disinfecting solution will not enter any storm sewers and/or surface waters.
 - Typical diluted bleach solution treatment is one-half cup (4 fluid ounces) bleach to 5 gallons of water applied by spraying or sponge so surface is thoroughly exposed to bleach solution for 10 minutes.
 - Typical heated pressure wash is 140° water temperature sprayed for 5-10 seconds.
 - Thoroughly washing vehicles and boats between sites (e.g., drive-through car wash).
- Using only native plants and seed for restorations and best management practices.

If invasive aquatic or terrestrial plants are collected from a site, the Grantee will take steps to minimize the spread of these species. Dispose of invasive plant material by bagging and transporting to a landfill, composting, or burning, as appropriate and in compliance with local and state laws.

The State is asking all grantees to be on the lookout for invasive species that have limited distribution or are not yet known to be established in Michigan. A "Watch List" of Michigan's high priority aquatic invasive species, along with how to report sightings, can be found at Michigan.gov/AquaticInvasives.

Appendix A
Flint River Watershed Support
Tracking Code #2024-0244

PROJECT DESCRIPTION

A. Project Goals and Objectives:

1. Improve the City of Flint's (CoF) ability to identify and eliminate illicit discharges:
 - a. CoF currently does not have a watercraft for illicit discharge investigation and clean up. The procurement of a flat bottom watercraft will allow us to:
 - i. Better locate and access outfalls by giving us the ability to search heavily wooded and overgrown sections of the riverbank from the water side, which often provides better visibility and accessibility than does the riverbank.
 - ii. Improve our ability to collect undiluted and uncontaminated samples by allowing us to access illicit and dry weather flow at the precise point where it discharges into the Flint River.
 - iii. Conduct more thorough spill investigation and fingerprinting by allowing us to collect samples at multiple points along the width of the river as well as at locations that cannot be reached from the riverbank.
 - iv. Better contain spills by allowing us the means to access and remediate the discharge from the water instead of being limited to accessing from the shoreline.
 - b. Water Pollution Control (WPC) is responsible for identifying and source tracking illicit discharges within CoF storm sewer. However, we do not have a sewer camera to assist us in being successful in this task. The procurement of a sewer camera for the WPC team will:
 - i. Greatly improve the WPC's ability to locate, trace, and perform point source identification of illicit discharges and spills by giving us the means to visually inspect the sewer lines at points between manhole openings.
 - ii. Provide WPC with the ability to perform immediate visual inspection of sewer lines contributing to outfalls at the time of identification.
2. Enhance the CoF public education program:
 - a. Installation of 2,000+ storm drain markers and distribution of informational materials will help educate community members about the separate sewer systems as well as the importance of keeping storm drains clean and free of debris, picking up after pets, good car washing practices, and the overall understanding to not dump anything into a storm drain.
 - b. WPC intends to coordinate with various volunteer and nonprofit community groups to assist with the installation of the storm drain markers and distribution of the informational materials. We believe that this will instill a sense of pollution prevention ownership with these groups as well as further bolster stormwater awareness.

B. Organization Information:

- Flint is the largest city and county seat of Genesee County, Michigan. It is located about 66 miles northwest of Detroit. As of the 2020 survey, there are over 81,000 people that call the CoF home. This makes the CoF the state's 12th largest city. WPC is the CoF's municipal

wastewater treatment facility. WPC provides treatment to all industrial, commercial, and domestic (residential) wastewater. The Water Service Center Utilities Department is responsible for the supply and maintenance of all water and sewer services within the CoF. A team of 5 Environmental Compliance Analysts from WPC as well as staff from the CoF's Water Services department will work on various parts of this project as identified in the Work Plan. All have training and field experience with illicit discharge identification and elimination and stormwater management. None will be charging time directly to the grant.

- No previous EGLE grants have been received by CoF WPC to our knowledge.

C. Partners and Related Funding:

- Multiple nonprofit community groups and volunteers from within and surrounding the CoF will assist with the installation of the storm drain markers and distribution of the informational materials.
- No other funding sources will coincide with this project.

D. Monitoring: No monitoring will be performed as part of this project.

E. Evaluation:

- Storm Drain Markers: CoF will provide proof of purchase of the storm drain markers.
- Outreach and Educational Materials: CoF will provide proof of purchase of the printed materials.
- Sewer Camera: CoF will provide proof of purchase of the sewer camera
- Flat bottomed watercraft: CoF will provide proof of purchase of the watercraft.

F. Project Summary:

The items purchased with this grant money will have a two-fold impact on protecting and improving the water quality of the Flint River Watershed within the CoF. The first goal is to improve CoF's ability to identify and eliminate illicit discharges through the procurement of a flatbottom watercraft and a sewer camera. This equipment will enable us to better locate, trace, and perform point source identification. It will also improve our ability to collect representative samples and perform spill containment.

The second goal is to enhance our public education program. Placement of markers on 2,000+ storm drains and distribution of informational materials will help the CoF to educate community members about the importance of not dumping anything into storm drains. Local volunteer and nonprofit groups will assist in the installation of the storm drain markers which will further bolster community stormwater awareness and pollution prevention ownership.

WORK PLAN

*WPC = Water Pollution Control, WS = Water Services

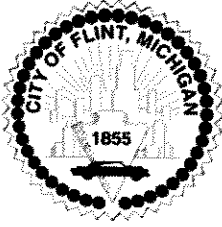
Task 1 – Purchase Equipment - (10%)			
Sub-task	Description	Staff*	Products
1.a	Purchase flat bottom watercraft	WPC	Watercraft, photo
1.b	Identify outfalls	WPC	Map of outfalls
1.c	Purchase sewer camera	WPC	Camera, photo
Task 2 – Install ‘No Dumping’ Markers on City Storm Drains - (40%)			
Sub-task	Description	Staff*	Products
2.a	Design markers – Submit draft for EGLE approval	WPC	Map of outfalls
2.b	Purchase markers, adhesive	WPC	Proof of purchase
2.c	Recruit community groups to help install markers.	WPC & WS	List of community groups
2.d	Installation training	WPC, WS, and community groups	Photos, list of events if multiple
2.e	Installation	WPC, WS, and community groups	Quantity of markers installed, sample photos
Task 3 – Creation and Distribution of Printed Materials Focused on Stormwater Awareness - (40%)			
Sub-task	Description	Staff*	Products
3.a	Design outreach materials. Products must be submitted in an electronic format that can be easily changed. All products will be submitted to EGLE for review and approval prior to printing/distribution.	WPC	Draft and final outreach products
3.b	2500 full color, 2 sided door hangers 7500 full color, 2 sided rack cards (2500 each of 3 different designs) 30 Acrylic rack card displays 2500 full color, 2 sided postcards	Contractor	Photo of printed products
3.c	Purchase tent, tables, and materials for display booths	WPC	Tent and tables, photos
3.d	Display booths at community events	WPC & WS	Photos, List of events
3.e	Track distribution	WPC & WS	Number of materials distributed

Task 4 – Grant Administration and Close Out - (10%)			
Sub-task	Description	Staff*	Products
4.a	Submit electronic copies of all project-related photos	WPC	Photos
4.b	Develop and submit quarterly status reports following EGLE guidance, including submitting documentation per the Status Report and Project Documentation Requirements within 30 days of the end of each quarter.	WPC	Quarterly reports including documentation
4.c	<p>Provide draft and final products and deliverables.</p> <p>Acknowledgement of EGLE funding on Information/Education (I/E) products will be done in accordance with the <i>Acknowledgement on I/E Products Guidance</i>.</p> <p>Data will be collected in electronic format and provided to EGLE according to the <i>Providing Electronic Versions of Grant Products Guidance</i></p>	WPC	Draft and final electronic products in original file formats
4.d	Submit a project fact sheet utilizing the EGLE template with the final quarterly status report.	WPC	Fact Sheet

TIMELINE

Task	Oct – Dec 2024	Jan – Mar 2025	Apr – Jun 2025	Jul – Sep 2025
Task 1. Purchase Equipment				
1.a Flat Bottom Watercraft	X			
1.b Identify outfalls	X		X	
1.b Sewer Camera	X			
Task 2. Storm Drain Markers				
2.a. Design storm drain markers, Submit draft to EGLE	X			
2.b. Purchase markers and adhesive	X			
2.c. Recruit community groups		X		
2.d. Installation training		X	X	
2.e. Installation of storm drain markers			X	X
Task 3. Creation and Distribution of Printed Materials Focused on Stormwater Awareness				
3.a. Design materials, submit to EGLE for review	X			
3.b. Have materials printed	X	X		
3.c. Purchase display booth materials	X			
3.d. Set up display booths at community events	X	X	X	X
3.e. Track distribution quantities	X	X	X	X
Task 4. Grant Administration and Close Out				
4.a. Submit photos	X			
4.b. Submit quarterly status reports, including documentation		X	X	X
4.c. Submit after draft and final products in original formats				X
4.d. Submit Fact Sheet				X

240434



RESOLUTION NO.: _____

PRESENTED: 9-23-2024

ADOPTED: _____

RESOLUTION TO UTILIZE OPIOID SETTLEMENT FUNDS FOR MENTAL HEALTH REFERRALS AND SERVICES SUPPORT – FLINT ODYSSEY HOUSE, INC.

WHEREAS, The City of Flint as a duly created and validly existing political subdivision of the State of Michigan under the Constitution and laws of the State of Michigan, has accepted settlement regarding the 2022 National Settlements of the National Prescription Opiate Litigation for the City of Flint (MDL NO. 2804); and

WHEREAS, Flint City Council recommends funding up to \$36,000.00 for Flint Odyssey House, Inc. for Mental Health Referrals and Services Support, and to be funded by the Opioid Settlement Fund; and

WHEREAS, Flint Odyssey House, Inc. has utilized its resources to assist the citizenry of the City of Flint through peer health coaching, sustained formal and informal abstinence support networks, and educational guidance to increase recovery and harm reduction; therefore

Funding is to come from the following account:

Account Number	Account Name / Grant Code	Amount
288-612.015-801.000	ONOS-OPDST22	\$36,000.00

IT IS RESOLVED that the appropriate City officials are authorized to do all things necessary to allocate Opioid Settlement Funds for funding to Flint Odyssey House, Inc. in an amount not to exceed \$36,000.00 to be used for Mental Health Referrals and Services Support.

For the City:

CLYDE D EDWARDS / A0287
CLYDE D EDWARDS / A0287 (Sep 20, 2024 15:26 EDT)
Clyde D. Edwards, City Administrator

For the City Council:

Approved as to Form:

JK
Joseph Kuptz (Sep 20, 2024 11:26 EDT)
Joseph Kuptz, Acting City Attorney

Approved as to Finance:

Phillip Moore
Phillip Moore (Sep 20, 2024 11:23 EDT)
Phillip Moore, Chief Financial Officer



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

TODAY'S DATE: September 19, 2024

BID/PROPOSAL# N/A

AGENDA ITEM TITLE: RESOLUTION TO UTILIZE OPIOD SETTLEMENT FUNDS FOR MENTAL HEALTH REFERRALS AND SERVICES SUPPORT – FLINT ODYSSEY HOUSE, INC.

PREPARED BY: Nicholas Byard, ARPA Contract Coordinator (for Emily Doerr)

VENDOR NAME: Flint Odyssey House, Inc.

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

Peer recovery coaching services will be provided to a person beginning a personal journey of recovery from active substance use disorders and co-occurring mental health disorders into Flint Odyssey House, Inc. full continuum care or another licensed SUD/Concurring Mental Health provider. The community-based peer recovery coaching helps to remove barriers and obstacles, assists with practices of abstinence or harm reduction, and links residents to resources in the recovery community.

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

Fiscal Year	Account	FY GL Allocation	FY PO Amount	FY Expensed	Resolution
FY24	101-729.003-801.000	\$75,000.00	\$75,000.00	\$0.00	240123



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

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

Peer recovery coaching services are currently restricted to Flint residents actively enrolled in a licensed substance use disorder facility, whereas this project seeks to expand recovery coaching services outside of the facility to the Flint community.

Section IV: FINANCIAL IMPLICATIONS:

IF ARPA related Expenditure:

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

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
Mayor	Professional Servies	288-612.015-801.000	ONOS-OPDST22	\$36,000.00
FY25 GRAND TOTAL				\$36,000.00

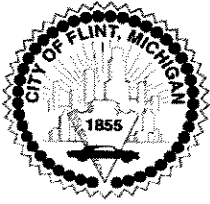
WHEN APPLICABLE, IF MORE THAN ONE (1) YEAR, PLEASE ESTIMATE TOTAL AMOUNT FOR EACH BUDGET YEAR: *(This will depend on the term of the bid proposal)*

BUDGET YEAR 1 \$36,000.00

BUDGET YEAR 2

BUDGET YEAR 3

OTHER IMPLICATIONS *(i.e., collective bargaining)*: None



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

PRE-ENCUMBERED? YES NO REQUISITION NO:

ACCOUNTING APPROVAL: CL CL Date: 09/20/20

WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO

STAFF RECOMMENDATION: (PLEASE SELECT): APPROVED NOT APPROVED

DEPARTMENT HEAD SIGNATURE: Emily Doerr
Emily Doerr (Sep 20, 2024 09:56 EDT)
(Name, Title)

Signature: CL

Email: clinseman@cityofflint.com

240435-7

RESOLUTION: _____

PRESENTED: 9-23-2024

ADOPTED: _____

**RESOLUTION FOR A VOTERS NOT POLITICIANS EDUCATION FUND GRANT
AWARD TO THE FLINT CITY CLERK’S OFFICE TO SUPPORT COMMUNICATIONS
AND PUBLIC RELATIONS FOR THE NOVEMBER 5, 2024 GENERAL ELECTION**

BY THE CITY CLERK:

Count MI Vote Education Fund, dba Voters Not Politicians Education Fund, is a Michigan non-profit, grassroots pro-democracy organization that is leading efforts to engage with Michigan’s state legislators to pass good-governance reforms to protect voting rights, strengthen democracy, and ensure political power remains in the hands of the voters; and

The Voters Not Politicians Education Fund has decided to award the Flint City Clerk’s Office a grant, in the amount of \$14,000.00, to support its communications and public relations efforts for the November 5, 2024 General Election. The grant period for this award begins upon receipt of the funding and continuing through November 6, 2024; and

The Grant Code for this grant award is OCMIV-VNP24, and the Account Number is 296-101.024-850.000.

IT IS RESOLVED, that the appropriate City Officials authorize to do all things necessary to accept and appropriate grant award funding from the Count MI Vote Education Fund, dba Voters Not Politicians Education Fund to the Flint City Clerk’s Office to support communications and public relations efforts for the November 5, 2024 General Election, and to abide by the terms and conditions of the grant award agreement, in the total award amount of \$14,000.00.

FURTHER RESOLVED, that the City Clerk be authorized as signatory and representative for all activities associated with the grant award.

APPROVED AS TO FORM:

APPROVED AS TO FINANCE:

Joseph Kuptz, Acting City Attorney

Phillip Moore, Chief Financial Officer

FOR THE CITY OF FLINT:

APPROVED BY CITY COUNCIL:

Clyde Edwards, City Administrator

VOTERS NOT POLITICIANS EDUCATION FUND 2024 SUBGRANT AGREEMENT

This subgrant agreement ("Agreement") is entered into between Count MI Vote Education Fund d/b/a Voters Not Politicians Education Fund, a Michigan non-profit corporation ("Grantor") and City of Flint–City Clerk's Office("Grantee") (collectively, the "Parties"). Grantee agrees to provide services ("Services") supporting Communications/Public Relations("Project") upon the terms and conditions set forth in Schedule A.

1. Grant Period: The subgrant period shall commence on the Date of Execution and expire on November 6, 2024, unless terminated by one of the parties in accordance with Paragraph 6 of this Agreement. The Date of Execution is the date as of which both Parties have executed the Agreement.

2. Grant Funds:

a. The Voters Not Politicians Education Fund shall grant \$14,000.00 to [City of Flint–City Clerk's Office] for the services and fees in Schedule A.

b. Subgrant funds shall be used by Grantee for the sole purpose of furnishing Services during the Grant Period. Grantee agrees to repay any portion of unused funds remaining at the end of the Grant Period.

c. Grantee shall not use any of the subgrant funds to engage in lobbying activities, to influence any election, to engage in any political activity or any other activity that is prohibited by Section 501(c)(3) of the Internal Revenue Code, or to support any person or organization engaged in terrorist activity.

3. Compliance: Grantee agrees to comply with all applicable laws, rules and regulations. Grantee represents to Grantor that (i) it has obtained all licenses, permits, and/or approvals necessary for the performance of the Services, and (ii) the provision of the Services under this Agreement is not a violation of any such licenses, permits, or approvals or in violation of any applicable law or regulation.

4. No Liability for Grantor: Grantee shall furnish evidence to Grantor of adequate insurance coverage for all activities identified in Schedule A. Grantee shall release, indemnify, and forever hold harmless Grantor for any liabilities arising out of Grantee's activities in relation to this Agreement.

5. Reporting: Grantee agrees to submit within thirty (30) days after the end of the

Grant Period, a report on Services performed, which includes (1) a certification that all uses of grant funds were and are consistent with charitable purposes as set forth in Section 501(c)(3) of the Internal Revenue Code; and (2) an accounting of how grant funds were used.

6. **Confidential Information:** During or after the Grant Period, Grantor or third parties may disclose to the Grantee, or the Grantee may otherwise encounter, certain confidential, non-public information relating to the Grantor (“Confidential Information”). The term “Confidential Information” means any information or material which is proprietary to the Grantor, whether or not owned or developed by the Grantor, which is not generally known other than by the Grantor, and which the Grantee may obtain through any direct or indirect contact with the Owner or third parties. Notwithstanding any other provision of this Agreement, no formal identification of written information or other materials as Confidential Information shall be required to protect the same as Confidential Information hereunder. Grantee agrees to use Grantor’s Confidential Information solely to carry out its duties in accordance with this Agreement, and not for any other purpose. Grantee shall hold the Confidential Information in confidence and will not disclose the Confidential Information to any person or entity without the prior written consent of the Grantor. **This provision shall remain in force in perpetuity, notwithstanding the expiration or termination of this Agreement.**
7. **Termination:** This Agreement may be terminated (1) **prior to the start of the Grant Period**, by either party, in writing, with or without cause, at any time; or (2) **during the Grant Period** by either party, with or without cause, with thirty (30) days written notice sent to jamie@votersnotpoliticians.com on behalf of Grantor or [Davina Donahue, City Clerk] on behalf of Grantee, respectively. Grantee will be responsible for rendering Services through the expiration or termination date, whichever occurs first. Grantor shall not be obligated to compensate Grantee for any Services rendered or costs or expenses incurred after the termination or expiration of this Agreement. Grantee shall be entitled only to a pro rata share of the Grant Funds for partial performance of Services during the Grant Period.
8. **Independent Contractor:** The relationship between Grantor and Grantee intended to be created by this Agreement is that of client and independent contractor, and nothing herein contained shall be construed as creating a relationship of employer and employee or principal and agent between them. Grantee shall neither act nor make any representation that it is authorized to act as an employee, agent, or officer of Grantor. Neither party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other party.

9. Materials & Information. Grantor is responsible for furnishing all pertinent information, and for furnishing accurate, truthful, and complete information necessary for Grantee to perform the Services. Grantee acknowledges that Grantee shall not acquire any intellectual property rights to any materials furnished by Grantor or any and all content and visual designs created, produced, delivered, or managed by Grantee on behalf of Grantor pursuant to this Agreement, except the limited, non-exclusive right to use such materials in furtherance of Grantee's provision of Services, even if suggestions, comments or ideas made by Grantee are incorporated into the materials.
10. Publicity: Limited License to Use. Grantee agrees to acknowledge "Voters Not Politicians Education Fund" at Grantor's discretion, in all press releases, news conferences and other media contacts concerning Services funded by the Grant Funds. Grantor reserves all rights to its service marks, logos and branding, registered or unregistered ("Marks"), and the right to revoke permission to use any Marks for any reason.
11. Conflicts of Interest. Grantee shall immediately disclose any other clients that may pose a conflict of interest with Grantor. Grantee agrees that it shall not convey to, or use in connection with any work for, any other client of Grantee, any information whatsoever about the strategy, plans, projects, activities or needs of Grantor, or any other information obtained from and/or used in connection with providing services to Grantor hereunder. Grantee agrees that it shall not convey to, or use in connection with any work for, Grantor, any information whatsoever about the strategy, plans, projects, activities or needs of any other client of Grantee, or any other information obtained from and/or used in connection with providing services to such other client. Grantee represents and warrants that neither Grantee nor any affiliate of Grantee shall, without the express, written agreement of Grantor: (a) pay any portion of any payment made hereunder to any third party, or (b) receive any payment from any third party in the form of a subcontracting fee, referral commission, finder's fee or other similar arrangement in connection with any work for Grantor. Grantee agrees to cooperate in good faith with any reasonable request made by Grantor to confirm the accuracy of the representations and warranties made hereunder. Grantee further agrees to indemnify Grantor for any breach of the representations and warranties made hereunder. The foregoing covenants shall survive termination of this Agreement.
12. Additional Provisions. This Agreement shall be construed, interpreted, and applied in accordance with the laws of the State of Michigan without regard to its conflict

of law principles. Neither party may assign this Agreement, in whole or in part, without the other party's prior written consent, and any attempted assignment without such consent will be void. The waiver of either party of a breach of this agreement shall not be construed as a waiver of any subsequent breach, nor shall any delay or omission on the part of a party to exercise or avail itself of any right or remedy operate as a waiver of any right or remedy.

13. Entire Agreement and Savings Clause. This Agreement embodies the entire understanding of the parties and there are no other Agreements or understandings, oral or written, between the parties relating to the subject matter thereof. No amendment or modification of this Agreement shall be valid or binding upon the parties unless made in writing and signed on behalf of each of such parties by their respective representatives. In the event any part of this Agreement is adjudicated to be invalid, the remaining provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized agents on the date(s) written below. This Agreement shall not be binding until it is signed by Grantor and Grantee.

Grantor Voters Not Politicians Education Fund

By: _____ Date: _____
Jamie Lyons-Eddy, Executive Director

[Grantee]

By: _____ Date: _____

Name:

Position:

Organization:

Schedule A

Program & Deliverables

Funds will be utilized to address the City of Flint's Communications/Public Relations needs related to the November 2024 Election.

Payment Schedule

100% within 10 days of the Effective Date, upon Grantor's receipt of Form W-9 and invoice sent to votersnotpoliticians@bill.com and jamie@votersnotpoliticians.com.

240436-7

RESOLUTION: _____

PRESENTED: 9-23-2024

ADOPTED: _____

**RESOLUTION FOR AN INSTITUTE FOR RESPONSIVE GOVERNMENT GRANT
AWARD TO THE FLINT CITY CLERK’S OFFICE TO SUPPORT NONPARTISAN WORK
PLANNING AND OPERATIONALIZING ELECTION ADMINISTRATION**

BY THE CITY CLERK:

The Institute for Responsive Government is a nonpartisan, nonprofit organization whose mission is to help policy makers find solutions that make government more efficient, accessible, and responsive to the needs of real human beings; and

The Institute for Responsive Government has decided to award the Flint City Clerk’s Office a grant, in the amount of \$60,000.00, to support its nonpartizan work planning and operationalizing secure, efficient and accessible election administration. The grant period for this award begins upon receipt of the funding and continuing through May 31, 2025; and

The Grant Code for this grant award is OIRG-SNPV24, and the Account Number is 296-101.224-977.000.

IT IS RESOLVED, that the appropriate City Officials authorize to do all things necessary to accept and appropriate grant award funding from the Institute for Responsive Government to the Flint City Clerk’s Office to support election administration, and to abide by the terms and conditions of the grant award agreement, in the total award amount of \$60,000.00.

FURTHER RESOLVED, that the City Clerk be authorized as signatory and representative for all activities associated with the grant award.

APPROVED AS TO FORM:

APPROVED AS TO FINANCE:

Joseph Kuptz, Acting City Attorney

Phillip Moore, Chief Financial Officer

FOR THE CITY OF FLINT:

APPROVED BY CITY COUNCIL:

Clyde Edwards, City Administrator

IRG1-06886
Thursday, September 19, 2024
Flint City, Michigan

Dear City Clerk Davina Donahue,

I'm pleased to inform you that the Institute for Responsive Government ("Responsive Gov"), a nonpartisan, nonprofit organization tax-exempt under Internal Revenue Code ("IRC") section 501(c)(3), has decided to award the **Flint City Clerk's Office** ("Grantee") a grant to support its nonpartisan work planning and operationalizing secure, efficient, and accessible election administration. We based this decision on the information and materials provided in the **Flint City Clerk's Office** Grant Application ("Application"), which is incorporated into this Grant Agreement as an Appendix. A copy of the Application has been provided simultaneously with this Grant Agreement for your records.

The following is a description of the grant:

- **Amount of Grant:** \$60,000
- **Public Purpose:** The grant funds must be used exclusively for the nonpartisan public purpose of planning and operationalizing secure, efficient, and accessible election administration in **Flint City, Michigan**. Examples of uses that fall within this public purpose include expenditures for the key human, physical, and technological assets that the U.S. Department of Homeland Security has identified as necessary to conduct elections.*

Before Responsive Gov transmits these grant funds, an authorized representative of the **Flint City Clerk's Office** must sign this agreement ("Grant Agreement"). By signing the Grant Agreement, the **Flint City Clerk's Office** agrees to comply with all **United States, Michigan, and Flint City** laws and regulations, including but not limited to those relating to taxes, gifts, and private funding of elections ("Applicable Laws"), when accepting and using the grant funds. Grantee also agrees to accept and use the funds subject to the terms and conditions below.

By signing this Grant Agreement, you agree and certify the following:

1. The **Flint City Clerk's Office** is a U.S., state, or local government unit or political subdivision within the meaning of IRC section 170(c)(1). This grant shall be used only for the Public Purpose described above and for no other purposes.
2. The **Flint City Clerk's Office** is authorized to receive this grant from Responsive Gov, receipt of the grant does not violate any Applicable Laws, and Grantee represents that it has taken all steps, including necessary approvals, required to apply for, accept, and utilize the grant for the Public Purpose set forth above and in the Proposal.
3. Grantee has submitted an Application, which (among other things) sets forth the intended use of grant funds. That Application is incorporated into this Grant Agreement as an Appendix. Grantee shall commence expending this grant for the purposes identified in its Application upon receipt and may use the grant funds for such purposes until May 31, 2025. If Grantee needs to reallocate grant funds between the purposes identified in the Application, Grantee is permitted to do so without any notice to Responsive Gov so long as those purposes are consistent with the Public Purpose described above.
4. If Grantee uses any part of this grant to fund another organization, it will take reasonable steps to

ensure that any grant funds are used consistently with the Public Purpose of this grant and all of the terms and conditions of this Grant Agreement. Grantee further agrees that the grant funds may not be used: (1) to participate in, intervene in, or carry on, directly or indirectly (including the publishing or distribution of statements), any political campaign on behalf of (or in opposition to) any candidate for public office or public referendum; (2) to engage in any effort to induce or encourage violations of law or public policy; (3) to cause any private inurement or improper private benefit to occur; or (4) for any purpose inconsistent with IRC Section 170(c)(2)(B), which relates to charitable, educational, scientific, religious, or literary purposes.

5. The **Flint City Clerk's Office** shall not share with Responsive Gov—and Responsive Gov will never ask for—non-public or confidential information about your jurisdiction's voters or voting systems.

6. Grantee shall produce a report documenting how this grant has been expended to support its public purpose described above. This report shall be provided to Responsive Gov by June 30, 2025.

7. The purpose of the grant is to supplement the funds available to the **Flint City Clerk's Office** and not to substitute for previously budgeted funds that would otherwise be provided to Grantee by **Flint City, Michigan** but for the grant. You represent and warrant to the best of your knowledge that **Flint City, Michigan** does not intend to reduce the **Flint City Clerk's** budget or fail to appropriate or provide previously budgeted funds to the **Flint City Clerk's Office** because it has received this grant.

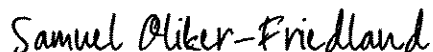
8. Responsive Gov may discontinue, modify, withhold part of, or ask for the return of all or part of the grant funds if it determines, in its sole judgment, that (a) any of the above conditions have not been met, (b) any of the representations or certifications by Grantee are inaccurate, or (c) Responsive Gov must do so to comply with Applicable Laws.

9. The grant term shall be June 1, 2024, through May 31, 2025, and is the period during which covered costs may be applied to this Grant. To request an extension of the grant term, Grantee must provide a written request, including a new requested end date, to Responsive Gov before the end date of the grant term. Grantee must receive an amendment to the Grant Agreement to expend funds beyond the grant term.

10. Beyond the rights and obligations specifically set forth in the Grant Application and this Grant Agreement, Responsive Gov claims no legal right to control or otherwise influence the Grantee's use of any funds provided pursuant to this Grant Agreement. Responsive Gov has no role or involvement in the operation or administration of elections conducted by **Flint City Clerk** as a result of this Grant Agreement, independent of the provision of the grant itself. Furthermore, it is expressly understood that by making this grant, Responsive Gov neither has or incurs any obligation to provide additional funding to the Grantee.

Please indicate that you accept and agree to these terms and conditions by having an authorized representative of your election jurisdiction sign and certify below. Please return a scanned copy of the signed letter via the link in your email at your earliest convenience. If needed, you may also return it via email at grants@responsivegov.org.

Sincerely,



Sam Oliker-Friedland
Executive Director
Institute for Responsive Government

By signing this Grant Agreement, I certify that I am authorized to bind the Flint City Clerk's Office to the terms and conditions of the Grant Agreement and that the Flint City Clerk's shall fully comply with the Grant Agreement including all restrictions on the use of funds.

Accepted on behalf of Flint City Clerk

By: _____

Title: _____

Date: _____

APPENDIX: Flint City, Michigan *A More Responsive Government 2024 Grant Program* Grant Application
Submitted to the Institute for Responsive Government

* See U.S. Department of Homeland Security, Cybersecurity and Infrastructure Security Agency, 2020
Election Infrastructure Subsector-Specific Plan, at 3-4 (2020), *available at*
https://www.cisa.gov/sites/default/files/publications/election_infrastructure_subsector_specific_plan.pdf

Application Summary

Please review the application summary below. To make a change, use the "Back" button at the bottom of this page.

Office Information

Office: Flint City Clerk, Genesee County

State: MI

Jurisdiction: Flint city, MI

Office Website: <https://www.cityofflint.com/elections/>

Physical Address: 1101 S. Saginaw Street Room 201C, Flint, MI 48502

Mailing Address: The office mailing address is the same as the physical address above

How many active registered voters does your jurisdiction have as of June 2024?: 52600

Approximately how many full time staff (or equivalent) do you have on your election team?: 5

Jurisdiction's total one-year budget allocated to elections for the fiscal year that includes June 2024?: 725501.00

Please upload a copy of your elections budget for the fiscal year that includes June 2024. [Elections Budget \(City of Flint, Michigan\) Period Ending 6-30-2024 \(FY 2024\) ELECTIONS ONLY.pdf](#)

Applicant Information

Applicant Name: Davina Donahue

Applicant Job Title: City Clerk

Applicant Email: ddonahue@cityofflint.com

Share a link to an official government page that contains your bio or lists you in a staff directory:

<https://www.cityofflint.com/city-clerk/>

Phone Number - Desk: 8107667414

Phone Number - Work Mobile: 8104498711

Grant Information

Amount Requested: \$60,000.00

Human Expenses: Temporary/Seasonal Support Positions

Physical Expenses: Voting Locations, Technical Facilities, Administrative Facilities, Voting Hardware

Technological Expenses: Public Information Systems

Other Expenses:

Briefly describe how you anticipate using the grant funds: We would utilize the grant funds to provide support staff for equipment maintenance and ballot box retrieval up to and including election day, basic supplies for precincts, as well as the main office, for addition public information systems, early voting assistance, and any other expense that isn't covered by our existing budget.

Title of Individual Signatory Authorized to Sign a Grant Agreement: City Clerk

Name of Individual Signatory (if applicable): Davina Donahue

Optional Questions

Why are you seeking this additional source of funding? We're piloting something new, and if it works, we'll include it in future budgets., We get by with our current budget but want to upgrade beyond the bare

minimum., Our current budget is sufficient, so we'll use this grant to go above-and-beyond.
In the context of your annual elections budget, what impact will this funding have on your election operations? A massive impact