

PONTIAC CITY COUNCIL

Mike McGuinness, District 7
President
William A. Carrington, District 6
President Pro Tem



Melanie Rutherford, District 1
Brett Nicholson, District 2
Mikal Goodman, District 3
Kathalee James, District 4
William Parker, Jr., District 5

It is this Council's mission "To serve the citizens of Pontiac by committing to help provide an enhanced quality of life for its residents, fostering the vision of a family-friendly community that is a great place to live, work and play."

47450 Woodward Pontiac, MI 48342

Phone: (248) 758-3200

Garland S. Doyle, M.P.A., City Clerk

17th Session of the 11th Council

April 12, 2022 at 6:00 P.M.

Meeting Location: City Council Chambers 47450 Woodward Pontiac, MI 48342

Meeting Agenda

Call to Order

Invocation

Pledge of Allegiance to the Flag of the United States

Moment of Silence

Roll Call

Authorization to Excuse Councilmembers from the Meeting

Amendments to and Approval of the Agenda

Approval of the Consent Agenda

- A. April 7, 2022 City Council Meeting Minutes
- B. April 5, 2022 City Council Meeting Minutes
- C. April 4, 2022 Economic Development, Housing & Planning Subcommittee Meeting Minutes

Subcommittee Reports

- A. Communications, Engagement & Operations - Chair Goodman
- B. Economic Development, Housing & Planning - Chair McGuinness
- C. Facilities & Property - Chair Carrington
- D. Finance & Personnel - Chair Nicholson
- E. Law & The Courts - Chair Parker
- F. Parks, Recreation & Public Works - Chair James
- G. Public Safety, Health & Wellness - Chair Carrington

Recognition of Elected Officials

Agenda Address (Two Minutes Time Limit)

Discussions

- A. Pontiac Streets Repaving Program: Street Resurfacing, Curb Repair, Gutter Repair for Columbia Avenue, Fairmount Avenue, Cherry Hill Drive, and Starlite Lane Begins April 11
- B. Clinton River Trail Resurfacing from Telegraph to Bagley Begins April 18

C. DTE Energy Recent Power Outages Impacting Pontiac Neighborhoods

D. Cleaning Up Our Pontiac Neighborhoods Together

- Yard Waste Bags Curbside Pickup has Resumed
- Recycling Drop Off at City Hall Every Weekend
- Special Pickup Collection Every Other Week
- Citywide Cleanup Efforts April 18 through April 23
- Pontiac Rotary Club Tree Plantings Throughout City
- Free City Landfill Days are April 23, April 30, May 7
(575 Collier Road in Pontiac, 8:00 a.m.-3:00 p.m.)
- Street Sweeping Plans, Challenges

E. Pontiac's Mattie McKinney Hatchett Park Project Awarded Substantial Funding by Oakland County Parks and Recreation Grant Program

Agenda Items

Unfinished Business

Finance

1. Resolution to Approve Contract with National Career Group, LLC for \$75,000 to provide Human Resources Contractual Services to the City and Authorize the Mayor to Sign the Agreement (*Discussion and Action*)
2. Resolution to Approve Contract with GOV HR for \$101,320 to provide Human Resources Contractual Services to the City and Authorize the Mayor to Sign the Agreement (*Discussion and Action*)

Mayor's Office

3. Resolution to Approve the Implementation the Flock Safety System within the City of Pontiac for a Twelve-Month Trial Period (*Discussion and Action*)

Resolutions

City Council

4. Council Resolution Expressing Gratitude to Congresswoman Brenda Lawrence and Senator Gary Peters for their Leadership on Postal Service Legislation (*Discussion and Action*)
5. Council Resolution Calling for Reestablishment of United States Postal Service Post Office Location in Downtown Pontiac (*Discussion and Action*)
6. Resolution Welcoming George DeJesus Home (*Discussion and Action*)
7. Resolution Welcoming Melvin DeJesus Home (*Discussion and Action*)
8. Resolution Welcoming Gilbert Lee Poole, Jr. Home (*Discussion and Action*)

Grants

9. Resolution to Approve the Agreement for Local Fiscal Recovery Fund Distribution between Oakland County and the City of Pontiac (*Discussion*)
10. Resolution to approve the Extension Addendum to the KABOOM Play Everywhere Challenge Grant Agreement (*Discussion*)
11. Resolution to Approve the Memorandum of Understanding between the City of Pontiac and Grants Advisors Phillip Clay and Ghebre Mehreteab. The Consulting Project is funded in full by the Ballmer Group. (*Discussion*)

Communications

City Council

12. Second Chances Expungement Fair for Oakland County Convictions, April 30 from 10:00 a.m.-2:00 p.m. at UWM Sports Complex, 867 South Boulevard, Pontiac, MI 48341

Community and Economic Development

13. Memorandum Regarding Supplemental Information Related to Micah 6 Community, LLC Request for Approval of Application for an Obsolete Property Rehabilitation Exemption Certificate for the Property Located at 640 W. Huron Street

Public Comment (Three Minutes Time Limit)

Closing Comments

- Mayor Greimel (Seven Minutes Time Limit)
- Clerk and City Council (Three Minutes Time Limit)

Adjournment

CONSENT AGENDA

A

April 7, 2022 Draft

**Official Proceedings
Pontiac City Council
16th Session of the Eleventh Council**

Call to Order

A Meeting of the City Council of Pontiac, Michigan was called to order at Fieldstone Golf Club, 1984 Taylor Road, Auburn Hills, Michigan 48326 at 6:00 p.m.

Roll Call

Members Present – William Carrington, Kathalee James, Mike McGuinness, William Parker Jr., and Melanie Rutherford

Members Absent – Mikal Goodman and Brett Nicholson

Mayor Tim Greimel and Deputy Mayor Khalfani Stephens were present.
A quorum was announced.

Meeting Business

Open Discussion with Auburn Hills City Council and Auburn Hills City Staff was held.

Council President Pro Tem William Carrington departed the meeting at 9:17 p.m.

Public Comment

The opportunity for Public Comment was offered. There were no requests for Public Comment.

Adjournment

Council President Mike McGuinness adjourned the meeting at 9:57 p.m.

CONSENT AGENDA

B

**Official Proceedings
Pontiac City Council
15th Session of the Eleventh Council**

Call to order

A Meeting of the City Council of Pontiac, Michigan was called to order at the City Hall Council Chambers, 47450 Woodward Ave Pontiac, MI 48342 on Tuesday, April 5, 2022 at 6:00 p.m. by Council President Mike McGuinness.

Invocation – Rev. Terri Montgomery, All Saint Episcopal Church Pontiac, Michigan

Pledge of Allegiance to the Flag of the United States

Moment of Silence

Roll Call

Members Present – William Carrington, Mikal Goodman, Kathalee James, Mike McGuinness, Brett Nicholson, William Parker Jr., and Melanie Rutherford

Mayor Greimel was present.
A quorum was announced.

Amendments to and Approval of the Agenda

Motion to approve the agenda. Moved by Councilperson Rutherford and second by Councilperson Carrington. There was discussion on the motion.

Motion to add a resolution for Arab American Heritage Month and a resolution for Joint meeting with the City of Auburn Hills after Community & Economic Development and before Finance to the agenda. Moved by Councilperson Rutherford and second by Councilperson Goodman.

Ayes: James, McGuinness, Nicholson, Parker, Rutherford, Carrington and Goodman
No: None
Motion Carried

The vote was taken to approve the agenda with amendment.

Ayes: Goodman, James, McGuinness, Nicholson, Parker, Rutherford and Carrington
No: None
Motion Carried

Consent Agenda

22-102 **Resolution to approve the consent agenda for April 5, 2022.** Moved by Councilperson Rutherford and second by Councilperson Goodman.

Whereas, the City Council has reviewed the consent agenda for April 5, 2022.
Now, Therefore, Be It Resolved that the City Council approves the consent agenda for April 5, 2022 including the March 29, 2022 Meeting Minutes, March 29, 2022 Parks, Recreation & Public Works Subcommittee Meeting Minutes, March 28, 2022 Law & the Courts Subcommittee Meeting Minutes, March 26, 2022 City Council Special Meeting Minutes and March 25, 2022 Communications, Engagement & Operations Subcommittee Meeting Minutes.

April 5, 2022 Draft

Ayes: McGuinness, Nicholson, Parker, Rutherford, Carrington, Goodman and James
No: None
Resolution Passed

Special Presentations

Oakland County Emerging Initiatives Benefiting Pontiac
Presentation Presenter: Oakland County Executive David Coulter

Oakland County Prosecutor’s Office Racial Justice Initiatives
Presentation Presenters: Oakland County Prosecutor’s Office Racial Justice Advisory Council

Recognition of Elected Officials – Chief Judge Cynthia Walker

Agenda Address

1. Kermit Williams
2. Desmond Wright Glenn
3. Darlene Clark
4. Gloria Miller

Discussion

Taxation – Discussion on revenue Sources and the Cost of Road Improvement
 Cleaning Up Our Pontiac Neighborhoods Together
 -Yard Waste Bags Curbside Pickup has Resumed
 -Recycling Drop Off at City Hall Every Weekend
 -Special Pickup Collection Every Other Week
 -Citywide Cleanup Efforts April 18 through April 23
 -Free City Landfill Days are April 23, April 30, May 7
 (575 Collier Road in Pontiac, 8:00 am – 3:00 p.m.)
 -Street Sweeping Plans, Challenges
 Current Employment Opportunities at Pontiac City Hall

Agenda Items

Cable
 22-103 **Resolution to Extend the Media Specialist Contractual Agreement through the End of the Fiscal Year 2021-2022.** Moved by Councilperson Carrington and second by Councilperson Goodman. Discussion on the motion.

Motion to amend Resolution to Extend the Media Specialist Contractual Agreement through the End of the Fiscal Year 2021-2022 by changing the date in the first whereas paragraph from December 30, 2021 to November 2021. Moved by Councilperson Goodman and second by Councilperson Nicholson.

Ayes: Parker, Rutherford, Carrington, Goodman, James, McGuinness and Nicholson
 No: None
Motion Carried

WHEREAS, On November 30, 2021, the City of Pontiac entered into a memorandum of understanding agreement with Taijhmahal Robinson to provide support to the city’s cable department as a media specialist; and

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WHEREAS, the agreement stated the City of Pontiac would pay Taijmahal Robinson for services provided to the Cable Department as a Media Specialist at an hourly rate of \$20.00 per hour, not to exceed \$10,000. As of today, the agreed amount not to exceed \$10,000 has been reached; and WHEREAS, the Pontiac Cable Department is requesting an extension of Taijmahal Robinson's contract through the end of the fiscal year 2021-22; and WHEREAS, the funds to support the contract extension would come from the cable's other professional services fund, GL account 231-291-818-000.

Now, Therefore, Be It Resolved, the Pontiac City Council authorizes the extension of the media specialist contractual agreement between the City of Pontiac and Taijmahal Robinson for the remaining fiscal year 2021-22 at an hourly rate of \$20.00 per hour; not to exceed \$10,000.

Ayes: Nicholson, Parker, Rutherford, Carrington, Goodman, James and McGuinness

No: None

Resolution Passed

Community and Economic Development

22-104

Resolution to Schedule a Public Hearing to Establish an Obsolete Property Rehabilitation District for parcel Number 64-14-30-453-001 for Micah 6 Community, LLC project Webster Community Center, located at 640 W. Huron Street. Moved by Councilperson Nicholson and second by Councilperson Goodman.

Now, Therefore Be It Resolved, by the Pontiac City Council, that the Pontiac City Council hereby schedules a public hearing to establish an Obsolete Property Rehabilitation District for parcel number 64-14-30-453-001 for Webster Community Center at 640 W. Huron Street in the City of Pontiac, Oakland County, and State of Michigan, such hearing will be held on April 19, 2022 at 6:00 pm in the Council Chamber on the 2nd floor at 47450 Woodward Ave Pontiac, Michigan 48342.

Ayes: Rutherford, Carrington, Goodman, James, McGuinness, Nicholson and Parker

No: None

Resolution Passed

22-105

Resolution to Schedule a Public Hearing for Approval of Application for an Obsolete Property Rehabilitation Exemption Certificate for Micah 6 Community, LLC Project Webster Community Center, located at 640 W. Huron Street on April 19, 2022. Moved by Councilperson Goodman and second by Councilperson Rutherford.

Now, Therefore Be It Resolved, by the Pontiac City Council, that the Pontiac City Council hereby schedules a public hearing to approve the application for Obsolete Property Rehabilitation Exemption Certificate for Webster Community Center at 640 W. Huron Street in the City of Pontiac, Oakland County, and State of Michigan, such hearing will be held on April 19, 2022 at 6:00 pm in the Council Chamber on the 2nd floor at 47450 Woodward Ave Pontiac, Michigan 48342.

Ayes: Carrington, Goodman, James, McGuinness, Nicholson, Parker and Rutherford

No: None

Resolution Passed

City Council

22-106

Resolution Proclaiming April 2022 as Arab American Heritage Month in Pontiac. (Agenda Add-on) Moved by Councilperson Goodman and second by Councilperson Rutherford.

Whereas, the United States celebrates Arab American Heritage Month during the month of April, recognizing the history, cultures, and achievements of Arab Americans and people who trace their ethnic lineage to Southwest Asia and North Africa;

Whereas, Arab Americans are Americans of Arab descent, with many Americans having ethnic roots in Arab countries including Lebanon, Syria, Palestine, Egypt, Yemen and Iraq, an extraordinarily diverse population that spans many different ethnicities, languages, and religious communities;

Whereas, the first Arab American immigrants arrived in the late 1800's, and a larger second wave of immigration began in post-World War II and continues today, with the largest communities in America concentrated in southeastern Michigan; Whereas, the City of Pontiac, Michigan; has been positively shaped by past and present Arab American residents and business owners through the decades;

Whereas, during an era of heightened racism, bigotry, and hate crimes, it is critically important to share accurate information, celebrate diverse cultures, overcome stereotypes and empower future generations;

Now, Therefore, Be It Resolved, the Pontiac city Council hereby proclaims April 2022 as Arab American Heritage Month in Pontiac, Michigan; and further

Resolved, the Pontiac City Council celebrates the many noteworthy contributions of Arab Americans to our City, our State, our Nation, and our World; and further

Resolved, that we welcome additional opportunities to commemorate and celebrate the people, places, and events that have contributed to making the Arab American community such an important part of Pontiac, of Michigan, and of the United States.

Ayes: Goodman, James, McGuinness, Parker, Nicholson, Rutherford and Carrington

No: None

Resolution Passed

22-107 **Resolution to schedule a meeting of the Pontiac City Council in conjunction with the Auburn Hills City Council. (Agenda Add-on)** Moved by Councilperson Parker and second by Councilperson Carrington.

Whereas, the City of Pontiac strives to have a stronger working relationship with our neighboring City of Auburn Hills; and

Whereas, the Pontiac City Council has been invited to join the Auburn Hills City Council for an informal joint discussion of our respective bodies; and,

Whereas, out of an abundance of caution in order to adhere to both the spirit and the letter of the Michigan Open Meetings Act; now,

Therefore, Be It Resolved, that the Pontiac City Council hereby schedules a meeting of the Pontiac City Council on April 7, 2022 starting at 6:00 p.m. at the Fieldstone Golf Club located at 1894 Taylor Road in Auburn Hills, Michigan; and

Further Resolved, that the Pontiac City Council request the Pontiac City Clerk's Office to post all required notices.

Ayes: James, McGuinness, Nicholson, Parker, Rutherford, Carrington and Goodman

No: None

Resolution Passed

Finance

22-108 **Resolution to approve contract with National Career Group, LLC for \$75,000 to provide Human Resources Contractual Services to the City and authorize the Mayor to sign the agreement.** Moved by Councilperson Rutherford and second by Councilperson Goodman. Discussion on the motion.

Motion to postpone Resolution to approve contract with National Career Group, LLC for \$75,000 to provide Human Resources Contractual Services to the City and authorize the

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Mayor to sign the agreement for one week. Moved by Councilperson Rutherford and second by Councilperson Carrington.

Ayes: Nicholson, Parker, Rutherford, Carrington, Goodman, James and McGuinness

No: None

Motion Carried

22-109 **Resolution to Approve a Proposed Budget Amendment for Fiscal Year 2021-22 Transfer \$15,250 out of the General Fund-Fund Balance GL account 101-000-390.000 and \$12,500 is transferred to the General Fund GL Account 101-171-702.000 Salaries & Wages and \$1,250 is transferred to GL Account 101-171-715.000-FICA and \$1,500 to GL Account 101-171-716.000-Medical Insurance. This budget proposed budget amendment is to fund the Public Relations/Events Specialist position in the Mayor's Office.** Moved by Councilperson Rutherford and second by Councilperson Carrington.

Whereas, the City of Pontiac timely approved the FY 2021-22 budget on June 24, 2021 and;
Whereas, the Administration has requested the creation of the position of PR & Events Specialist and the City Council hereby approves the creation of this new position; and
Whereas, the position of PR & Events Specialist was not included in the original budget; and
Whereas, in order to ensure that the budgeted appropriations remain in compliance with the City's Charter, the Budget Ordinance and state law, the Administration is proposing a budget amendment for the General Fund; and
Whereas, the Administration is proposing to the City Council to add the position of PR & Events Specialist in the Mayor's Department at an annual salary of \$50,000; and
Whereas, to fund the additional appropriations for the PR & Events Specialist position, \$15,250 is transferred out of the General Fund-Fund Balance GL account 101-000-390.000 and \$12,500 is transferred to the General Fund GL Account 101-171-702.000 Salaries & Wages and \$1,250 is transferred to GL Account 101-171-715.000-FICA and \$1,500 to GL Account 101-171-716.000-Medical Insurance
NOW THEREFORE be it resolved that the City Council hereby approves the amendment for the Fiscal Year 2021-22 Budget as requested by the Administration transferring \$15,250 out of the General Fund-Fund Balance GL account 101-000-390.000 and \$12,500 is transferred to the General Fund GL Account 101-171-702.000 Salaries & Wages and \$1,250 is transferred to GL Account 101-171-715.000-FICA and \$1,500 to GL Account 101-171-716.000-Medical Insurance.

Ayes: Parker, Rutherford, Carrington, Goodman, James, McGuinness and Nicholson

No: None

Resolution Passed

22-110 **Resolution to Authorize the City Clerk to Publish Notice of a Proposed Budget Amendment for the Fiscal Year 2021-22 to Transfer \$30,000 out of the General Fund-Fund Balance GL account 101-000-390.000 and \$30,000 is transferred to the General Fund-Economic Development Department GL Account 101-690-818.000 Other Professional Services to cover Contractual Services from Baker Tilly.** Moved by Councilperson Rutherford and second by Councilperson Goodman.

Now, Therefore, Be It Resolved, that the City Council hereby authorize the City Clerk to publish the notice of a proposed budget amendment for Fiscal Year 2021-2022 transferring \$30,000 out of the General Fund-Fund Balance GL Account 101-000-390-000 and \$30,000 General Fund Economic Development Department 690- Other Professional Services Account 101-690-818-000.

Ayes: Rutherford, Carrington, Goodman, James, McGuinness, Nicholson and Parker

No: None

Resolution Passed

Mayor's Office

22-111

Resolution to approve the Implementation the Flock Safety System within the City of Pontiac for a Twelve Month Trial Period. Moved by Councilperson Rutherford and second by Councilperson James. Discussion on the motion.

Motion to postpone Resolution to approve the Implementation the Flock Safety System within the City of Pontiac for a Twelve Month Trial Period for one week. Moved by Councilperson Nicholson and second by Councilperson Carrington.

Ayes: James, McGuinness, Nicholson, Parker, Rutherford, Carrington and Goodman

No: None

Motion Carried

Motion to recess. Moved by Councilperson Rutherford and second by Councilperson Goodman.

Ayes: McGuinness, Nicholson, Rutherford, Carrington, Goodman and James

No: None

Abstain: Parker

Motion Carried

Public Comment

Five (5) individuals address the body during public comment

1. Kenny Anderson
2. Darlene Clark
3. Veronica Taylor
4. James Sabich
5. Larry Jasper

Mayor, Clerk and Council Closing Comments

Councilwoman Rutherford, Councilman Nicholson, Councilman Goodman, Councilwoman James, Councilman Parker, President Pro-Tem Carrington and Council President McGuinness made closing comments. Mayor Greinel and Clerk Doyle had no closing comments.

Adjournment

Motion to adjourn the meeting. Moved by Councilperson Rutherford and second by Councilperson Goodman.

Ayes: Nicholson, Parker, Rutherford, Carrington, Goodman, James and McGuinness

No: None

Motion Carried

Council President Mike McGuinness adjourned the meeting at 10:59 p.m.

Garland S. Doyle
Interim City Clerk

CONSENT AGENDA

C

**ECONOMIC DEVELOPMENT, HOUSING & PLANNING
SUBCOMMITTEE APRIL 4, 2022 MEETING MINUTES**

Meeting held at Pontiac City Hall, 47450 Woodward Avenue, Pontiac, Michigan
in the City Council Conference Room.

In attendance:

Council members: Chairman and President Michael McGuinness and Mikal Goodman

Mayor: Tim Greimel

Deputy Mayor: Khalfani Stephens

Building Official: Mike Wilson

Administration & Rental Manager: George Phifer

Planning & Development Manager: Vern Gustafsson

Economic Development Director: Linnette Phillips

Wade Trim: Shawn Keough

Members of the Public: Robert Bass, Regina Campbell, Ron Gay

Pontiac Housing Commission: Ahmad Taylor and Natalie Broda

Legislative Counsel: Monique Sharpe

Meeting Called to Order at 9:00 a.m.

RETURNING BUSINESS

- Administration Reorganization of Related Departments
- Administration's Identified Needs for Strengthening Departments
- Further Requests from Staff to Strengthen, Create Pertinent Ordinances
- Rental Property Registration Fees and Penalty Fines
- Habitat for Humanity Future Collaboration Opportunities
- Pontiac Housing Commission Annual Reports Requested
- Cultural District Concept Research Conducted, Next Steps
- Redevelopment Ready Community Status, Needed Next Steps
- Huron Corridor Study Progress, Needed Next Steps

NEW BUSINESS

- Zoning Board of Appeals Composition, Appointment Needs
- Historic District Commission Composition, Appointment Needs
- Current Landscape for Cannabis Growers, Processors, Safety Compliance, Transporters
- Next Steps for Medical Marijuana Provisioning Centers
- Potential Caregiver Ordinance Implementation Concerning Medical Marijuana
- Obsolete Property Rehabilitation Act (OPRA) and Obsolete Property Rehabilitation Districts
- Non-Stationary Food Vendors Executive Order, Ordinance Changes
- User-Friendly Step-by-Step Aids for Processes for Small Businesses
- Payments In Lieu of Taxes (PILOT) Current Landscape in Pontiac
- Steps Needed to Position Downtown Pontiac for Future Growth
- Potential Ordinance Changes for Minimum Heights of New Construction Downtown
- Status on Maynard Court Previous Concerns Brought to Council
- Pipeline Pontiac Concept to Connect Residents with Job Opportunities
- Cultivating Competitive Advantages when Courting Signature Developments

STANDING UPDATES

- Recent Business Licenses Issued

- Residential Developments Underway

1. Carriage Place Renovation Project
2. Fieldstone Expansion
3. Stonegate Expansion
4. Winston Commons
5. American House
6. 24 Bloomfield
7. Westwood Apartments
8. West Manor Reconstruction Project

- Commercial Developments Underway

1. West Huron Mini Storage, 761 W. Huron
2. Market at Midway and Sanford
3. Epiphany Studios Expansion, 770 Orchard Lake
4. Webster Community Center, 640 W. Huron
5. Public Storage Expansion, 788 E. Walton
6. Baldwin Avenue Quick Stop, 1272 Baldwin
7. Pontiac Transportation Museum, 250 W. Pike
8. McLaren Oakland Hospital Renovations
9. Glenwood Plaza Redevelopment
10. United Wholesale Mortgage Pavilion

- Industrial Developments Underway

1. Oakland Logistics Park, Opdyke Road
2. Potential Site at Glenwood, N. of Montcalm

ITEMS FOR FUTURE CONSIDERATION BY THE SUBCOMMITTEE

PUBLIC COMMENT: Mr. Robert Bass questioned how Redevelopment Ready fits into the land use plan and expressed that more oversight should be given to apartment buildings that request PILOTs.

The Meeting Adjourned at 10:20 a.m.

#1

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: City Council President Mike McGuinness, and City Council Members

FROM: Deputy Mayor Khalfani Stephens

CC: Mayor Tim Greimel; Darin Carrington, Finance Director

DATE: March 31, 2022

RE: HR Services Contract with National Career Group

The City recently issued an RFP for HR Services. During the last few weeks, representatives from the Administration and City Council reviewed the responses that were received to this RFP. From this review, it has been decided that the leading response was from the firm of National Career Group and this recommendation is being brought to City Council.

We have had conversations with the recommended firm and the attached Scope of Work ("SOW") has been developed. Additionally, the attached contract has been drafted for this proposed engagement. The total price of the engagement is expected to be \$75,000, not including any additional expenses for incidental expenses.

In order to execute the contract and begin the proposed engagement, the Administration is presenting the attached Agreement and Resolution for Council's approval.

RESOLUTION

Whereas, the City of Pontiac issued a Request for Proposal (RFP) for HR Services in February 2022; and

Whereas, the City received several responses to the RFP and upon evaluation determined that the firm of National Career Group was the top response; and

Whereas, the Administration hereby recommends the firm of National Career Group as the firm to perform the proposed HR Services detailed in the RFP; and

Whereas, the HR Services would be done pursuant to the attached Contract and Scope of Work; and

NOW THEREFORE be it resolved that the City Council hereby approves the proposed Contract with the firm of National Career Group to perform the HR Services as detailed in the RFP and the Scope of Work.



NATIONAL CAREER GROUP, LLC

Response to:

REQUEST FOR PROPOSAL

HR SERVICES

(RFP# 22-0030)

Issued by

THE CITY OF PONTIAC, MICHIGAN



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RFP -- 22-0030

Letter of Transmittal



Darin Carrington, Finance Director
City of Pontiac
47450 Woodward Ave
Pontiac, MI 48342

Re: RFP 22-0030

Dear Mr. Carrington,

National Career Group, LLC is pleased to present its response and bid to Request for Proposal #22-0030. Our contact information is as follows:

National Career Group, LLC
1745 Hamilton Road, Ste 340
Okemos, MI 48864
(517) 881-4471

In response to the RFP, National Career Group will provide a comprehensive review and restructuring of the current Human Resources Department. This will include providing the Department all of the tools necessary to function as a modern HR Department to assist in the efficient management of the City Infrastructure.

The package has been emailed as well as hand delivered. This bid is valid for 120 (one hundred twenty) days from March 7, 2022. If there are any questions or concerns, please do not hesitate to contact me at 517-881-447.

Respectfully Submitted,

Nadia Sellers, CEO
National Career Group, LLC

Exhibit A – Proposal

1.0 EXECUTIVE SUMMARY **Executive Summary**

National Career Group, LLC hereby presents its response to the City of Pontiac's RFP for HR Services. In its response National Career Group, LLC proposes to meet and exceed the goals in the RFP.

As part of its offering, National Career Group, LLC will hire 2 Human Resources professionals while restructuring the City of Pontiac's Human Resources Department. For this offering, the City organizational chart will be revised and evaluated for employee vacancy needs. Standard Operating Procedures will be updated and/or created. A comprehensive wage assessment will be created comparing current status and future positions as well. A creation of all job descriptions will be created for the new organizational chart.

Value-added services offered through National Career Group, LLC are coordination of job postings, training the HR for all job vacancies, job portals, on website career sites, comprehensive review of personnel files. Review and restructuring (if needed) of the City of Pontiac's BEO plan. Detailed review of all outsourced contracts for cost savings or recommendations to the Mayor and Deputy Mayor.

National Career Group, LLC has worked with the City of Flint in the past as well as several other companies and municipalities in the past. The costs for the services including all the value-added services, National Career Group, LLC will charge \$75,000.00. These fees do not include expenses such as mileage and hotels.

The experience of National Career Group, LLC in doing these types of activities are unparalleled and risk management has been considered in each individual case. This includes a current contract with the City of Pontiac as an Interim Human Resources Director.

2.0 SCOPE OF PROPOSED SOLUTION

Scope of Work:

National Career Group, LLC will provide the City of Pontiac with comprehensive analysis of its Human Resource Department as well as the overall organizational structure. The overall goal is to rebuild the Human Resources Department and bring the policies and procedures up to date. The following is a list of services that will be provided:

- HR Director Search, interviews and create offer letter. (3 viable candidates within 10 days of start)
- Conduct HR Director background checks (upon accepted job offer)
- Assist with HRD onboarding
- Conduct HR Generalist/Assistant search, interviews and create job offer.
- Update COP City-Wide organization chart
- Staffing COP City-wide staff position analysis (to reduce cost and overlap)
- Provide COP city-wide wage analysis
- Create and Update all Job descriptions
- Create job postings for all current and potential new positions
- Launch COP recruitment tools to reduce recruitment costs
- Review all negative COP reviews on resume sites and train human resources on how to respond
- Work with the new HR Director on creating a COP succession plan
- Provide a cost analysis on value of COP FT employee vs External outsourced contractors

National Career Group, LLC understands the scope of the RFP. It is our intent to exceed the scope as a value-added offering to the City. Through completion of the above activities, National Career Group, LLC is confident that the City of Pontiac will have a fully functioning Human Resources Department to provide exceptional services to its employees.

Timing - It is anticipated that if selected, National Career Group, LLC will begin its work on this project within 24 hours of project award and however the wage study will be completed according to the RFP date.

Flat Fee for Services: National Career Group, LLC will charge a flat rate for its services listed above of \$75,000.00 (seventy-five thousand dollars).

Expenses Exception – The flat fee above does not include travel at federal IRS current rate and hotel costs of \$150/night. It is anticipated that the Project Manager will be on site no more than 3 days per week. Hotel expenses are not to exceed 3 days per week. These expenses will be invoiced separately.

Recruiting Exception: Included in this proposal are the recruiting and hiring of a Human Resource Director and a Human Resource Generalist/Assistant. All other recruiting and hiring done by National Career Group will be performed under a separate contract at a rate of 20% of first year wages.

Warranty – National Career Group, LLC warrants that it will complete the tasks in the Scope of Work.

RFP – 22-0030

Client Relationship – National Career Group, LLC will be on site as needed. Reports and status updates will be provided. Meeting will be conducted upon request.

3.0 LIST OF ASSUMPTIONS

National Career Group, LLC submits this proposal with the following assumptions:

Financial – The assumption is that the City of Pontiac is fully able to finance the project of restructuring the Human Resources Department.

Need- The assumption is that the City of Pontiac has evaluated its Human Resources Department needs but also is aware there may be additional needs that have not yet been discovered within the Human Resources Department for it to become an up-to-date functioning entity within the City.

Resources – The assumption is that the key talent needed to effectuate the work will be available and engaged as needed during the scope and timing of this project.

Competition- The assumption is that if selected, National Career Group would not be competing with other agencies or companies during the time and scope of this project.

Schedules – The assumption is that the deliverables schedule is somewhat flexible based on availability of key personnel and data needed to complete the project.

Technology – The assumption is that the technology needed to use the Paylocity system is up to date with all of the modules or if additional modules are required to achieve the City's goals for a fully functional Human Resources Department, the City will acquire the same at no cost to the Project.

Know How – The assumption is that personnel will have the “know how” to operate and access information needed for the HRIS systems or the City will arrange and fund training for the same.

4.0 COMPANY BACKGROUND/CUSTOMER LIST

National Career Group, LLC and has been in business over 25 years. It was started as National Career Group Training and Development, LLC and later became National Career Group, LLC.

National Career Group, LLC has 25 in-house Human Resource professionals and has over 300 associated Human Resource professionals.

Since 1997, National Career Group, LLC has been working with municipal governments, higher education and commercial clients.

There are no recent analyst reports for National Career Group, LLC as it doesn't apply,

National Career Group, LLC doesn't have any current lawsuits, legal actions or governmental investigations against the company including, but not limited to, parties of dispute, any equipment affected, cause of action, jurisdiction and date of legal complaint.

5.0 SUPPLIER CODE OF CONDUCT

Professional Code of Conduct:

Be patient and courteous.

Be inclusive. We welcome and support people of all backgrounds and identities. This includes, but is not limited to members of any sexual orientation, gender identity and expression, race, ethnicity, culture, national origin, social and economic class, educational level, color, immigration status, sex, age, size, family status, political belief, religion, and mental and physical ability.

Be considerate. We all depend on each other to produce the best work we can as a company. Your decisions will affect clients and colleagues, and you should take those consequences into account when making decisions.

Be respectful. We won't all agree all the time, but disagreement is no excuse for disrespectful behavior. We will all experience frustration from time to time, but we cannot allow that frustration to become personal attacks. An environment where people feel uncomfortable or threatened is not a productive or creative one.

Choose your words carefully. Always conduct yourself professionally. Be kind to others. Do not insult or put down others. Harassment and exclusionary behavior aren't acceptable. This includes, but is not limited to: - Threats of violence. - Discriminatory jokes and language. - Sharing sexually explicit or violent material via electronic devices or other means. - Personal insults, especially those using racist or sexist terms. - Unwelcome sexual attention. - Advocating for, or encouraging, any of the above behavior.

Do not harass others. In general, if someone asks you to stop something, then stop. When we disagree, try to understand why. Differences of opinion and disagreements are mostly unavoidable. What is important is that we resolve disagreements and differing views constructively.

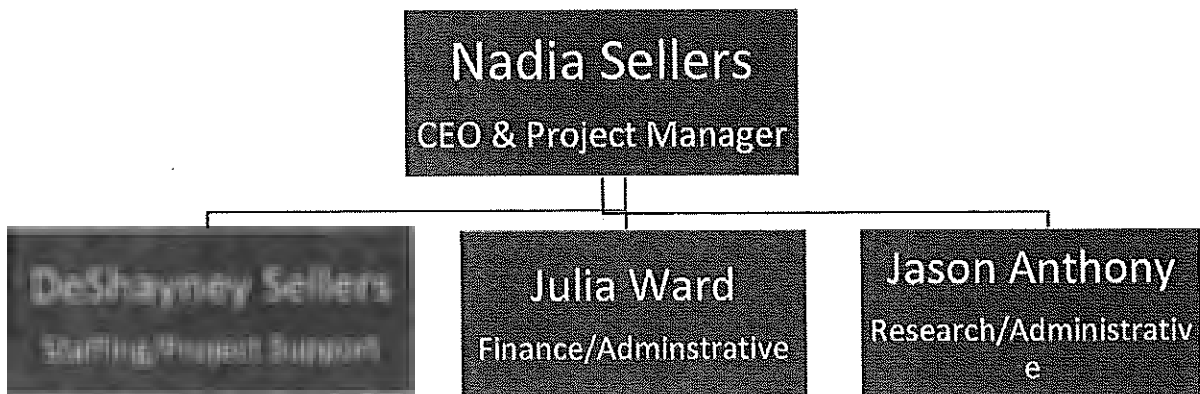
Our differences can be our strengths. We can find strength in diversity. Different people have different perspectives on issues, and that can be valuable for solving problems or generating new ideas. Being unable to understand why someone holds a viewpoint doesn't mean that they're wrong. Don't forget that we all make mistakes, and blaming each other doesn't get us anywhere.

Instead, focus on resolving issues and learning from mistakes.

10. PROJECT STAFFING AND RESUMES

National Career Group, LLC (NCG) will provide one Project Manager, one Staffing/Project Support Analyst, a Finance/Administrative support person and a Research/Administrative support employee.

An organizational chart for this project and all resumes are included with this response on the following pages.



Nadia Sellers, CEO

Okemos, MI

517-881-4471

QUALIFICATIONS

CEO - National Career Group Training and Development Corporation, Lansing, Michigan 1997 to 2013
National Career Group, LLC 2013 to present

Duties: Assisting human resources departments with recruiting professionals for their organizations permanent positions. Provide human resources consulting to help grow organizations, develop human relations training programs, lease software consultants for pending or upcoming software enhancements. Market NCG LLC services to companies throughout North America and Canada. Hire and train all NCG LLC HR Professionals in Michigan, Illinois and California. Launch Human Resource departments for companies throughout North America. Represent municipalities throughout the US as a Human Relations/DNI consultant.

Founder/CEO – Honey Bear Project, Inc. 9/2020-Present

Duties: Coordinating all non-profit activities. Meeting with development specialists and partners. Managing the fundraising activities for NFL Hall of Famer, Willie Lanier's Field of Dreams Program. Coordinating all internal social justice programs and recipients as well as the directors of each program.

President Haute Entertainment Group, LLC 2016-present

Professional branding, event planner/marketing and modeling agency.

Sales Representative - Pitney Bowes Lansing Michigan 4/92 to 3/97

Duties: Marketed Dictaphone machines to companies in Howell, Brighton and Novi Michigan. Sold warranties on all equipment. Worked with new sales representatives and train them on the sales process. Set up machines for new customers and train their staff on how to use our equipment. Deliver set-up and install new equipment.

Professional Model: International Moda Moda-Milan Italy (New York) 7/84 to 1991

Worked as a runway model for several designers in the U.S and Europe. Walked the runway in several fashion shows in NY, Milan and Hamburg Germany.

Education:

Manual Arts High School: Diploma

University Southern California: Major Business Management

Hobbies:

Social Justice charities, Educational charities, Children's charities, tennis, golf, coaching 6 and under basketball. Former professional basketball player.

DeShayne Sellers, President
Los Angeles/Chicago, IL
517-402-1586

President NCG, West Coast- National Career Group LLC, Okemos, MI 1/2013 to Present

Duties: As President of NCG Los Angeles, we provide nation wide professional staffing services to companies seeking to hire permanent employees. NCG was founded in March 1997 by Nadia Sellers, whose office is located in Okemos, MI. With over 25 years of combined experience and 300 affiliated associates, NCG has been growing rapidly throughout the years. Our commitment is to our clients in which they receive the highest level of customer service and dedication from our recruiters. NCG's success is based on "Relationships Built Today to Last Forever" Our number one commitment is our clients.

As a dedicated Permanent Staffing Executive, Professional Human Resources Consultant and President of National Career Group T&D/National Career Group, LLC, I assist a team of Executive Recruiters in Business Development, Employee Leasing, Human Relations Training, Outsourcing/Career Counseling, Contract/Permanent Staffing and Employee Verification. Our skills and methods are world class. I work closely with HR Teams in industries such as (but not limited to): Automotive, Health Care, Education, Municipalities, Metals, Manufacturing, Electronics, Logistics, Defense, Chemical, Textiles etc...

Operations Manager – Beverly Hills, CA
JZ&A Finance

2012 - 2013

Education:

Harrington College of Design

2009-2011

Hobbies:

Travel, Interior Design, Singing and Recording

1612 Olds Ave.
Lansing, MI 48915

(517) 888-6070
jhouseofsoles@yahoo.com

Julia Diana Ward

Summary of	1/2020-Present	National Career Group	Okemos, MI
Qualifications	Accounts Receivable/Payroll Specialist		
	<ul style="list-style-type: none"> • Preparing and billing invoices to clients for services rendered • Posting payments into Quickbooks Pro Plus 2016 • Communicating with clients • Email, mail and fax invoices as needed to responsible party • Prepare payroll for processing to Paychex • Review employee timesheet to insure accurate information • Call employee to verify accurate information on timesheets • Review the online planner for each client to insure accurate service rendered • Interview candidates for employment as a home health aide • Review all applications for completion and accuracy • Administrative and research support 		
	5/2018 – 1/2020	Visiting Angels	Okemos, MI
	Accounts Receivable/Payroll Specialist		
	<ul style="list-style-type: none"> • Preparing and billing invoices to clients for services rendered • Posting payments into Quickbooks Pro Plus 2016 • Communicating with clients • Email, mail and fax invoices as needed to responsible party • Prepare payroll for processing to Paychex • Review employee timesheet to insure accurate information • Call employee to verify accurate information on timesheets • Review the online planner for each client to insure accurate service rendered • Interview candidates for employment as a home health aide • Review all applications for completion and accuracy 		
	12/2013 – 10/2017	Keck Medical of USC	Los Angeles, CA
	5/2011 – 7/2012	ICM Medical Imaging and Diagnostics	Inglewood, CA
	4/2008 – 2/2011	Sunrise of Playa Vista	Playa Vista, CA
	9/2006 – 12/2007	Ages Living	South San Francisco, CA
	10/2000 – 6/2006	National Career Group Training and Development Corp	Lansing, MI
	8/1995 – 10/2000	Sparrow Development Incorporated (SDI)	Lansing, MI
	6/1994 – 8/1995	Dental Medical Services Incorporated	Lansing, MI

Education **1975 – 1977** **Cal State University of Northridge**

Jason Anthony

Holt, MI 48842
jkanthony81@gmail.com
517-614-8868

Work Experience

1099 Contractor for Honey Bear Project

Honey Bear Project - Okemos, MI
June 2021 to Present

Supervisor: Nadia Sellers
Job Title: HBP Researcher/Executive
Assistant to the CEO

I am currently functioning as a researcher and as the Executive Assistant for the CEO of the Honey Bear Project. My duties include (but are not limited to) assisting Ms. Sellers in scheduling and managing her time, drafting reports, researching charity outreach contacts, drafting correspondence, drafting office documentation, data entry, mail preparation, courier work, and providing general assistance as needed to the team where able.

1099 Contractor for National Career Group, LLC/Haslett Public Schools

National Career Group, LLC - Okemos, MI
October 2020 to June 2021

Supervisor: Nadia Sellers (NCG) &
Steve Kioski (Haslett)
Job Title: Janitorial Lead Contractor

While working as the Janitorial Lead Contractor, my job duties consisted of keeping my assigned areas at Wilkshire Pre-K cleaned to the standards issued by the district. This included meeting the District's Covid Protocols, which were ongoing during my tenure there. I performed routine maintenance on the building and janitorial machinery and lawncare duties for Wilkshire's Courtyard. During the winter I assisted with snow removal and salting the walks to maintain a safe environment for everyone. I also functioned as a go-between for the contractors working for NCG and the lead custodial manager working for the district. Finally, I was responsible for assisting with the setup and teardown of the lunchroom and kitchen every day.

Paralegal/Legal Assistant

LAW OFFICES OF CASEY D. CONKLIN, PLC - Okemos, MI
April 2017 to October 2020

While working for the Law Offices of Casey D. Conklin, I was functioning as both Paralegal and Legal Secretary. My responsibilities include conducting legal research, preparation of discovery and evidentiary materials, redaction of sensitive information, conducting attorney-client communications, coordination of office services, book-keeping, data entry tasks, record preparation, legal and conventional document drafting, communication with the courts and various other governmental and administrative entities, mail preparation, filing, billing, and scheduling.

Worked full time as a Paralegal from January, 2013 to March, 2017 when Ms. Fixel left the practice of law and Fixel & Nyeholt's business location and assets were sold to the Law Offices of Casey D. Conklin, PLC. While I worked for Fixel & Nyeholt, I was the paralegal for three of the attorneys within the office. My job responsibilities included conducting legal research, preparation of discovery and evidentiary materials, redaction of sensitive information, conducting attorney-client communications, coordination of office services, book-keeping and data entry, legal and conventional document drafting, communication with the courts and various other governmental and administrative entities, mail preparation, and filing. Assisted with two cases resulting in published decisions (one federal, one state).

NYEHOLT LAW OFFICES, PLLC - Okemos, MI
June 2013 to March 2017

Job Title: Paralegal

Additional work and volunteer experience prior available upon request.

National Career Group, LLC

Addendum to Proposal

COST PROPOSAL

National Career Group, LLC submits this comprehensive proposal to the City of Pontiac which exceeds the scope of work requested. For its services the final cost proposal is as follows:

11 weeks Service Offerings -	\$67,000.00 not to exceed
Expenses – Hotel	\$ 4,950.00 not to exceed (as needed)
Mileage –	<u>\$ 2,471.04</u> not to exceed
Total Cost not to exceed	\$74,421.04

This project will take National Career Group, LLC an estimated eleven (11) weeks to complete. It is based on a flat fee for all services listed in Section 2 – Scope of Proposed Solution. No hourly rates are to be charged. The travel cost break down is based on mileage from our corporate offices in Okemos Michigan to City Hall in Pontiac Michigan and at the IRS government mileage rate for 2022. Mileage is \$74.88 per trip. Hotels are calculated at \$150.00 per night (not to exceed 3 days/week).

The City of Pontiac will have to contribute support staff as needed to successfully carryout the RFP scope of project to achieve the desired results.

There is no cost for the Assessment Phase of the Project as National Career Group, LLC is already on site and has a full understanding of the RFP Scope of Work. National Career Group, LLC can begin producing results immediately without costs or delays for assessment.

Payment schedule is as follows:

\$25,000.00	due on or before April 8, 2022
\$25,000.00	due on or before May 6, 2022
\$25,000.00	balance upon completion.

EXHIBIT B – QUALIFICATIONS AND LICENSES

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

National Career Group, LLC (NCG)/NCG T&D, LLC has been in business since 1997 primarily focused on Human Resources Training and Development, Permanent Staffing, Leadership, Consulting and DNI training. NCG has been hired by multiple companies and municipalities to perform evaluations and subsequent staff re-organization, training and consulting.

NCG has received several awards including the following from NBCLEO (National Black Caucus of Local Elected Officials) and WMIG (Women in Municipal Government):

Award Received – City of Kansas City, MO. For excellence in Consulting and DNI Training. WMIG
Award Received - City of Kansas City, MO. For excellence in Consulting and DNI Training. NBCLEO
Award Received – City of Los Angeles, CA. For excellence in Consulting and DNI Training. NBCLEO
Award Received – City of Flint, MI. For excellence in Consulting and DNI Training. NBCLEO
Award Received – City of Washington D.C. For excellence in Consulting and DNI Training. Presented by Roosevelt Coats, President of NBCLEO.

NCG is a member with Nadia Sellers on the Board of NAAAHR (National Association of African Americans in Human Resources).

Please list Licenses:

NCG is certified professional Human Relations Company with National Women's Business Enterprise as a WBENC. Please see Capability Statements and Certifications

How long have you been in business?

25 years.

Have you done business with the City of PONTIAC?

Yes. Currently on a consulting assignment in COP and acting current HR Director. It is a contracted 4-week assignment.

If yes, please state the project name.

Interim Consultant/Human Resource Director.

National Career Group, LLC
Diversity Equity Inclusion Consultants

**BUILDING WORLD CLASS DIVERSITY EQUITY
INCLUSION PROGRAMS**

- Commitment
- Compassion
- Action
- Accountability
- Gender Equality
- Language and Communication
- Competitive Advantage
- Innovation
- Corporate and Community Responsibility
- Value Creation
- Generational Impacts
- Empathetic Leadership
- Mission Driven

**WHAT WE DO
BEST**

- Long Term Diversity Partners
- Equity & Inclusion Training
- Building Diverse Teams
- Developing DNI Champions
- Recruitment & Retention Strategies
- Diversity & Inclusion Assessments
- Design and Build Sustainable DNI Programs
- Executive Coaching
- Self-Assessment Instruments

WHY IT MATTERS

- Corporate Responsibility
- Increase profits
- Reduce workplace harassment
- Improve productivity and industrial relations
- Competitive advantage
- Cost savings vs defending discrimination suits
- Improve corporate branding

CONTACT INFORMATION

Headquarters

Dr. Charles Corley
President DEI
ccorley@nationalcareergroup .com

Nadia Sellers
CEO
nadia@nationalcareergroup.com

West Coast

DeShayne Sellers
President of NCG - West Coast
dsellers@nationalcareergroup.com

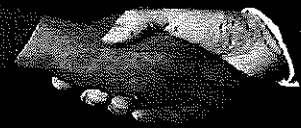
www.nationalcareergroup.com

INDUSTRIES SERVED

- Healthcare
- Higher Education
- Manufacturing
- Consumer Goods
- K-12
- State, Federal & Local Government
- Consumer Products
- Corp & Non-Profits

KEY CLIENTS

- General Motors
- NSG Pilkerton
- MSU
- The Lanier Group
- Detroit Chassis LLC



NATIONAL CAREER GROUP, LLC

<p style="text-align: center;">WHAT WE DO BEST:</p> <ul style="list-style-type: none"> • Permanent Staffing • Human Relations Training • Human Resources Consulting • Contract Staffing • Outsourcing/Career Counseling • Launch Staffing Support • Employee Leasing • Employment Verification 	<p>FACILITATED HUMAN RELATIONS TRAINING:</p> <ul style="list-style-type: none"> • Workplace Violence • Dimensions of Effective Leadership • Sexual Harassment • Diversity & Inclusion 				
<p style="text-align: center;">INDUSTRIES SERVED:</p> <ul style="list-style-type: none"> • Automotive/Warehousing • Manufacturing & Industrial • Energy/ Aero-Space/Defense • City and State Government • Consumer Goods/Products/Retail • Insurance • Healthcare & Medical • Architecture/Design/Construction • Higher Education 	<p>STAFFING & RECRUITING:</p> <ul style="list-style-type: none"> • Higher Education • Information Tech. • Human Resources • Sales & Marketing • Engineering • Finance • Executive Mgt. • Diversity Sourcing 				
<p style="text-align: center;">CONTACT INFORMATION:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <p><u>HEADQUARTERS :</u> NADIA SELLERS, CEO 517.881.4471 Nadia@nationalcareergroup.com</p> </td> <td style="width: 50%; vertical-align: top;"> <p><u>WEST-COAST CONTACT:</u> DESHANEY SELLERS, V.P. 517.402.1586 Desellers@nationalcareergroup.com</p> </td> </tr> <tr> <td style="vertical-align: top;"> <p><u>MIDWEST CONTACT:</u> Joni F., VP 517.225.6680</p> </td> <td style="vertical-align: top; text-align: center;"> <p><u>NAIC CODES:</u> 611430,561312,541612</p> </td> </tr> </table>		<p><u>HEADQUARTERS :</u> NADIA SELLERS, CEO 517.881.4471 Nadia@nationalcareergroup.com</p>	<p><u>WEST-COAST CONTACT:</u> DESHANEY SELLERS, V.P. 517.402.1586 Desellers@nationalcareergroup.com</p>	<p><u>MIDWEST CONTACT:</u> Joni F., VP 517.225.6680</p>	<p><u>NAIC CODES:</u> 611430,561312,541612</p>
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<p><u>MIDWEST CONTACT:</u> Joni F., VP 517.225.6680</p>	<p><u>NAIC CODES:</u> 611430,561312,541612</p>				

Contact: Nadia Sellers, CEO
 517-881-4471
nadia@nationalcareergroup.com

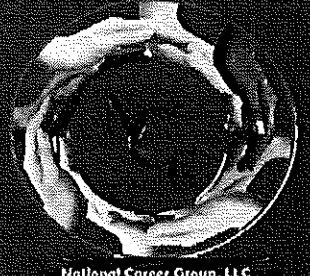


Joni F
 517-225-6680
joni@nationalcareergroup.com

www.nationalcareergroup.com



**NATIONAL CAREER GROUP, LLC
LEAN WORK CAPABILITIES**

<p style="text-align: center;">WHAT WE DO BEST</p> <p>Continuous Improvement Kaizen Facilitation Kata for Daily Improvement Lean Tools Problem Solving LCI Training</p> <p>Business Transformation Employee Engagement Strategic Planning Leadership Alignment Executive Coaching</p> <p>Leadership Development Leading Operational Excellence Coaching and Mentoring</p>	<p style="text-align: center;">Contact Information</p> <p>HEADQUARTERS Nadia Sellers C.E.O. nadia@nationalcareergroup.com (517) 881-4471</p> <p>WEST COAST DeShayne Sellers V.P. dsellers@nationalcareergroup.com</p>
<p style="text-align: center;">LCI TRAINING INSTITUTE</p> <p>FEMEA (Process & Design) APQP MSA PPAP LPA 5 Core Automotive Tools Overview SPC APQP to PPAP for Non-engineers Structured Problem Solving (8-D) Root Cause Analysis for Administrative Processes</p>	<p style="text-align: center;">KEY CLIENTS</p> <p>General Motors City of Flint, MI City of Kansas City, MO Detroit Chassis Syncreon Henkel Corp. Chrysler FCA Meggit Aerospace Honda Sparrow Health TAG Holdings</p>
<p style="text-align: center;">INDUSTRIES SERVED</p> <p>Automotive City and State Government Manufacturing & Industrial Energy Consumer Goods/Products Aerospace/Defense Insurance Healthcare & Medical Retail Packaging and Containers Construction Equipment After market Automotive Plastic/Rubber suppliers (any market)</p>	 <p style="text-align: center;">National Career Group, LLC <small>Head Office & Training #1 and 2nd Floor 1st Floor</small></p>

WBENC
WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL
JOIN #WBEGL, SWEET TOGETHER.

hereby grants

National Women's Business Enterprise Certification

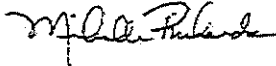
TO

NCG LLC DBA National Career Group LLC

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

Certification Granted: September 16, 2020
Expiration Date: September 16, 2022
WBENC National Certification Number: WBE2002285

WBENC National WBE Certification was processed and validated by Great Lakes Women's Business Council, a WBENC Regional Partner Organization.



Authorized by Michelle Richards, President
Great Lakes Women's Business Council

Great Lakes
Women's
**Business
COUNCIL**

NAICS: 561311, 561220
LNSPSC: 80111701, 80111707, 80111708, 80111710, 80111715, 80111716


























EXHIBIT C – DISCLOSURE OF SUPPLIER RESPONSIBILITY STATEMENT

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

N/A - None

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

N/A - None

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

N/A - None

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

N/A - None

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

N/A - None

6. List any contracts not completed on time.

N/A - None

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

N/A - None

EXHIBIT D – LIST OF REFERENCES

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

Reference #1:

Company/Municipality: Detroit Chassis, LLC

Contact Person: Carlton Guthrie **Title:** Co-Chairman

Address: 6501 Lynch Rd

City: Detroit **State:** MI **Zip:** 48234

Telephone : 313-433-2224

Email: cguthrie@detroitchassis.com

Type of Project: Consulting, Lean Continuous Improvement and Executive Placements.

Project Timeline (Dates): 1998-present **Budget:** ongoing

Reference #2:

Company/Municipality: Tag Holdings, LLC

Contact Person: Joe Anderson **Title:** Chairman

Address: 30260 Oak Creek Dr.

City: Wixom **State:** MI **Zip :** 48393

Telephone : 248-789-6522

Email : jba@taghold.com

Type of Project: Several new acquisitions and companies formed since 2001. NCG has selected to

create and staff many of the new companies and create Human Resources departments and processes for each. Consulting and Wage Assessments. This relationship continues.

Project Timeline (Dates): 2001-present **Budget:** ongoing

Reference #3:

Company/Municipality: Spectrum Health Systems

Contact Person: Ovell Barbee **Title:** CHRO

Address: 100 Michigan St. NE

City: Grand Rapids **State:** MI **Zip :** 49503

Telephone : 616-856-8660

Email: obarbee@iuhealth.org

Type of Project: NCG was hired as a consultant for Diversity Recruitment and Executive Placement.

Project Timeline (Dates): February 2020 - present **Budget:** ongoing

EXHIBIT E - CERTIFICATE OF INSURANCE



NATICAR-10

THREAD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/8/2022

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

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

PRODUCER Shinberg LTD Agency 2183 University Park Drive Suite 200 Okemos, MI 48864	CONTACT: Todd Bartok PHONE: (517) 336-8000 FAX: (517) 336-8000 EMAIL: tbartok@allbaragency.com
INSURED National Career Group LLC 1743 Hamilton Rd Okemos, MI 48864	INSURER(S) AFFORDING COVERAGE INSURER A: Frankenhuth Mutual Insurance Company 13986 INSURER B: INSURER C: INSURER D: INSURER E:

LINE	TYPE OF INSURANCE	ACORD FORM NO.	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXPI. DATE (MM/DD/YYYY)	LIMITS
1	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CHAINS-MADE <input checked="" type="checkbox"/> OCCASIONAL GEN'L AGGREGATE LIMIT: <input type="checkbox"/> PER POLICY <input type="checkbox"/> PER OCCASION <input type="checkbox"/> LOG DEDUCTIBLE:		8708910	11/29/2021	11/29/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Commercial) \$ 1,000,000 MED EXP (ANY CAUSE) \$ 10,000 PERSONAL & ADVERTISING \$ Excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMMERCIAL \$ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO: <input type="checkbox"/> SOLE-OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> AUTO UMBRELLA: <input type="checkbox"/> OCCASION <input type="checkbox"/> EXCESS/ADDL FRT: <input type="checkbox"/> DELIVERIES					COMBINED SINGLE LIMIT (ALL AUTOS) \$ BODILY INJURY (ANY AUTO) \$ BODILY INJURY (NON-AUTO) \$ PROPERTY DAMAGE (ANY AUTO) \$ PROPERTY DAMAGE (NON-AUTO) \$ UMBRELLA \$ AGENT \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY POLICY (FOR WAIVER) \$/ACCIDENT (SEE POLICY FOR EXCLUSIONS) #100,000,000/1000 #500,000,000/1000	Y/N	N/A			PER ACCIDENT \$ PER OCCASION - CA EMPLOYER \$ PER OCCASION - NON-EMPLOYER \$

DESCRIBE NATURE OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER EP Investments 4845 Doble Rd Suite 130 Okemos, MI 48864	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

EXHIBIT F – NON-BIDDERS RESPONSE

VENDOR'S NAME: N/A to this submission

NON-BIDDER'S RESPONSE

For the purpose of facilitating your firm's response to our invitation to bid, the City of PONTIAC is interested in ascertaining reasons for prospective bidder's failure to respond to "Invitations to Bid".

If your firm is not responding to this bid, please indicate the reason(s) by checking any appropriate item(s) below and return this form to the above address.

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

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

Our items and/or materials do not meet specifications.

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

Quantities too Small.

Insufficient time allowed for preparation of bid.

Incorrect address used. Our correct mailing address is:

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

OTHER:

Thank you for your participation in this bid.

CITY OF PONTIAC, MICHIGAN AFFIDAVIT

RFP-22-0030

CITY OF PONTIAC

Page 31 of 33

FOR PARTNERSHIP

STATE OF Michigan

S.S.

COUNTY OF Ingham

I Nadia Sellers - Nadia Seller, being duly sworn, deposes and says that they are a member of the firm of National career group, a co-partnership, making the above bid; that they are duly authorized to make said bid on behalf of said co-partnership; that said bid is genuine and not sham of collusion, and is not made in the interest of or on behalf of any person not therein named, and that they have and said bidder has not directly or indirectly induced or solicited any other person or corporation to refrain from bidding, and that they have not and said bidder has not in any manner sought by collusion to secure to themselves or to said bidder any advantage over other bidders.

Subscribed and sworn to before me at Lake Trust Credit Union in said County and State,

this Friday day of March 4th, A.D. 20 22.

[Signature]
*Notary Public, Ingham County, Michigan

My Commission expires 4.24.2028, 20

ALICIA R. TRANTUM
Notary Public, County of Ingham, MI
Acting in the County of Ingham
My Commission Expires: 4.24.2028

BID FORM

RFP-22-0030

CITY OF PONTIAC

Page 21 of 33

All proposals will be evaluated on the following criteria:

1. Failure to use this bid form shall result in bid disqualification.
2. Failure to bid on all items shall result in an "incomplete bid" determination.
3. List value-added considerations on a separate sheet of paper.
4. All bid pricing to include shipping and freight charges.

THIS PAGE MUST BE COMPLETED AND INCLUDED WITH THE BID

The undersigned hereby certifies, on behalf of the respondent named in this Certification (the "Respondent"), that the information provided in this offer submitted to the City of PONTIAC, Department of Purchase and Supplies is accurate and complete, and that I am duly authorized to submit same. I hereby certify that the Respondent has reviewed all documents and requirements included in this offer and accept its terms and conditions.

Terms: _____

Fed. ID #: **46-3415334**

Company (Respondent): National Career Group, LLC

Address: 1745 Hamilton Road, #340

City, State & Zip Code: Okemos, MI 48864

Phone / Fax Number: 517-881-4471 FAX: N/A

Email: Nadia@nationalcareergroup.com

Print Name and Title: Nadia Sellers, CEO
(Authorized Representative)

Signed: 
(Authorized Representative)

#2

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: City Council President Mike McGuinness, and City Council Members

FROM: Deputy Mayor Khalfani Stephens

CC: Mayor Tim Greimel; Darin Carrington, Finance Director

DATE: April 12, 2022

RE: HR Services Contract with GOV HR

The City recently issued an RFP for HR Services. During the last few weeks, representatives from the Administration and City Council reviewed the responses that were received to this RFP. From this review, it has been decided that the second choice responding to this RFP was from the firm of GOV HR and this recommendation is being brought to City Council.

We have had conversations with the recommended firm and the attached Scope of Work ("SOW") has been developed. Additionally, the attached contract has been drafted for this proposed engagement. The conservative estimate of the engagement is approximately \$101,320.00. This number is subject to increase based on the number of consulting hours provided by GOV HR, which is billed at a rate of 150.00 per hour. This estimate only includes two hired placements, further placements are subject to an additional \$21,500.00 per hire.

In order to execute the contract and begin the proposed engagement, the Administration is presenting the attached Agreement and Resolution for Council's approval.

RESOLUTION

Whereas, the City of Pontiac issued a Request for Proposal (RFP) for HR Services in February 2022; and

Whereas, the City received several responses to the RFP and upon evaluation determined that the firm of GOV HR was the top response; and

Whereas, the Administration hereby recommends the firm of GOV HR as the firm to perform the proposed HR Services detailed in the RFP; and

Whereas, the HR Services would be done pursuant to the attached Contract and Scope of Work; and

NOW THEREFORE be it resolved that the City Council hereby approves the proposed Contract with the firm of GOV HR to perform the HR Services as detailed in the RFP and the Scope of Work.



March 4, 2022

Darin Carrington
Finance Director
City of Pontiac
47450 Woodward Ave.
Pontiac, MI 48342
purchasing@pontiac.mi.us

Dear Mr. Carrington:

Thank you for the opportunity to respond to the RFP issued on February 18, 2022 for **Request For Proposal HR Services** for the City of Pontiac due on March 7, 2022 (**Proposal# 22-0030**).

Understanding of the RFP

We understand the City of Pontiac seeks proposals which will provide a full suite of HR services. The City is in need of a firm to help build the HR department (all standard operating procedures, job descriptions, etc.) and to reorganize all City departments. We understand the project is to begin in March and be completed by May 31, 2022.

We assume the project will also entail review/revision of the personnel manual, policies and procedures; drafting position descriptions; review of evaluation systems; and development of recruitment, retention, and succession plans.

Although this letter is not strictly responsive to the RFP (*as per Exceptions, paragraph 4 of page 6 of the RFP*), we still wanted to provide our approach as a fallback for you.

We are able to meet the start and performance period times and to meet the scope of services, yet our proposed approach is a flexible way of doing so. See our response on the following pages.

Thank you for this opportunity to communicate this alternative approach to accomplish Pontiac's goals. Feel free to contact any one of us for additional information. We look forward to being able to assist Pontiac in addressing your HR needs.

Sincerely,

A handwritten signature in black ink that reads 'Judith Th. Schmittgens'.

finJudith Schmittgens
Corporate Secretary and Compliance Manager

Alternative RFP Response for Human Resources Consulting Services

Project Approaches (2) & Methodology

March 4, 2022

1. **Fill the duties of an HR Director Position on an Interim Basis with an Accomplished GovTemps HR Professional:**

GovTemps is a municipal temp services agency and functions as a collaborative arm of the GovHR USA executive search firm. GovTemps routinely places local government professionals into interim roles. The length of these placements ranges from weeks to months, to years, depending on the Client's needs.

GovTemps assumes all of the responsibility of on-boarding, benefits, risk, and legacy costs, while the client community receives the benefit of personnel flexibility yet still enjoys completion of all of the professional goals needed.

Upon your request, GovTemps would provide you the credentials of qualified HR professionals from which you could choose to serve as your Interim HR Director, **at no cost to Pontiac**, until and if, you selected one. This person would then be leased to you and would proceed under your direction to accomplish your desired rebuild of the HR Department until the mission was completed to your satisfaction. The City of Pontiac would enter into an Employee Leasing Agreement (ELA) to retain the services of said HR Professional. A draft Employee Leasing Agreement is attached.

In short, our HR professional would become your tool to accomplish your HR department reconstruction goals. Gov Temps would pay the professional based on the number of hours worked per week. Gov Temps would subsequently be invoiced monthly. (Example: If a GovTemps interim HR professional were to be selected and paid an estimated fee of \$60 per hour, the client would later be invoiced \$84 per hour. The difference covers GovTemps' overhead costs and fees including all employer taxes (unemployment taxes, insurance, worker's compensation, etc.).

The number of hours worked per week and the duration of the contract is determined in consultation with the Client and would extend to the end of your period of performance (May 31, 2022) yet could be extended at your request and would typically be on-site (depending on your preferences) and be full-time, depending on Pontiac's needs. The HR Professional would be expected to report to the City offices to take your direction and communicate progress, subject to City preferences and requirements.

At the start, the HR Professional would conduct a human resources audit/assessment of existing City policies and procedures, and practices in comparison to best practices. This

would include meeting with relevant City staff to understand where the City stands relative to other like organizations. The assessment report will be submitted to City staff along with a prioritization of tasks and estimated timeline to review and implement.

The HR Professional will develop and submit regular project updates to the workplace supervisor at a frequency determined by the City.

Communities that work with GovTemps retain all of the control and flexibility needed to accomplish your short-term goals, yet GovTemps absorbs all of the long-term recruiting, onboarding, liability, and legacy costs.

Relatedly, other GovHR professionals would be on standby to assist in support roles, as needed, for an hourly, not-to-exceed, and client-determined amount to perform specific **goals** (writing position descriptions, standard operating procedures, personnel expense/benefit financial forecasts, etc.) or **studies** (organizational audits, assessments, and reorganization studies/recommendations).

The amount for these services would range depending on the depth and breadth of your needs. This alternative can be accessed for a \$150/hour reimbursement to GovHR for your pre-authorized amount.

Jaymes Vettraino and Ryan Cotton, are both Vice Presidents of GovHR USA, are both located in Michigan, are both experienced in these matters, and are each ready and able to assist. This effort would be chiefly handled and coordinated by Ryan Cotton, as the assigned Vice President and serves as the Authorized GovTemps Representative in Michigan (see attached Bio).

Furthermore, if comprehensive pay, benefit, and classification research is needed, Joellen Cademartori, Chief Operating Officer of GovHR, would accomplish as she has done for dozens of communities nationwide. See attached Biographies.

GovTemps is confident it can present qualified candidates to fill the position within a few weeks of being asked to do so.

Background of GovHR USA and GovTemps

GovHR USA, LLC ("GovHR") is a human resources and management consulting firm serving municipal clients and other public-sector entities on a national basis. GovHR is led by Heidi Voorhees, President, and Joellen Cademartori, Chief Executive Officer. Our headquarters offices are in Northbrook, Illinois with professional consultants located across the country. The firm is supported by 22 full and part-time employees and is supplemented by more than 30 independent consultants including three based in Michigan. The owners, senior staff and consultants have many years of experience working in local government.

GovTemps USA, LLC (“GovTemps”) is the interim staffing line of business of GovHR. It was formed in 2011 and focuses on providing short, long-term, and project-based staffing solutions exclusively to local governments. GovTemps has assisted more than 190 local governments in 16 states with over 500 different positions. Senior Vice President Michael Earl manages GovTemps and will serve as the administrative liaison on this project.

GovTemps has direct experience with the approach for HR consulting services that is being initiated by the City. GovTemps completed work with the **Village of Bradley, IL**, a suburban community of Chicago, on a similar assignment in 2020. Be assured that GovTemps will work diligently to address the objectives set forth in the RFP and looks forward to the opportunity to work with the City.

Why GovTemps?

Professional Expertise. HR Professionals that work for GovTemps possess a broad and deep understanding of human resource issues at the local government level and a focused commitment and dedication to completing assigned tasks.

Resources. Pontiac and the HR Professional will have the all the resources of GovHR USA at their disposal. Whether it is through professional consultation with our 35 colleagues across the nation at no additional charge or seeking assistance with a specific special project to be determined on a case-by-case basis, City is guaranteed of receiving broad back-office support from GovHR.

Team Approach. The work performed by the HR Professional will be directed as per the guidance set by the City. The City will be kept apprised of the status of projects and asked to provide direction on key decisions along the way. Hours worked and the weekly work schedule, as well as the tasks performed will be determined by the City.

Cost Avoidance. As opposed to hiring its own employees or separate one-off contracts, by partnering with GovTemps provides more continuity and avoids the costs associated with employee recruitment and selection as well as the expense of employee health insurance and employee pensions. GovTemps is responsible for payroll withholdings and employee benefits, and carries workers’ compensation, unemployment insurance and professional liability coverage on all employees.

2. Recruitment Services for Permanent HR Leadership via Executive Search:

GovHR USA is available to address your eventual **executive search** needs for permanent HR leadership. See **Attachment A** on favorable pricing extended from Oakland County and the attached flyer that outlines our potential scope of services -- ranging from Professional Outreach to a full traditional recruitment (pricing will be more favorable for the full scope given the Oakland County collaboration).

GovHR USA currently has an ongoing services contract for director and executive level candidate search services with Oakland County (**Attachment A**). The contract was awarded through Oakland County's standard bidding and award process. As an option for the City of Pontiac, GovHR USA would work with Oakland County to extend the terms of the contract to the city. In this scenario, GovHR USA would enter a service contract directly with the City of Pontiac and would extend the favorable terms of the Oakland County services contract to the city. If the City of Pontiac prefers a customized executive search contract, different from what Oakland County has awarded, GovHR USA would also be happy to provide this to the city.

A typical recruitment and selection process takes approximately 175 hours to conduct. At least 50 hours of this time is administrative, including advertisement placement, reference interviews, and due diligence on candidates. We believe our experience and ability to professionally administer your recruitment will provide you with a diverse pool of highly qualified candidates for your position search. Clients are informed of the progress of their recruitment throughout the entire process. A full executive search typically is a 12-week process:

Weeks 1 & 2	Phase 1: Interviews & Brochure Development
Weeks 3 thru 6	Phase 2: Advertising, Candidate Recruitment & Outreach
Weeks 7 & 8	Phase 3: Candidate Evaluation & Background Screening
Week 9	Phase 4: Presentation of Recommended Candidates
Week 10	Phase 5: Interview Process & Additional Background Screening
Weeks 11 & 12	Phase 6: Appointment of Candidate

Recruitment projects for the HR Department (and other departments) can happen simultaneously to (and if desired, independent from) the services provided by GovTemps.

Executive recruitment would be chiefly handled and coordinated by Jaymes Vettraino with the support of the entire GovHR USA team (see Attachment A and Mr. Vettraino's attached Biography).

3. Project Contacts and References:

GovTemps – Project Contact

Senior Vice President Michael Earl will serve as the GovTemps supervisor on this project working in concert with **Ryan Cotton** as the Michigan Authorized Representative. Mr. Earl's contact information is:

Michael J. Earl, Senior Vice President
630 Dundee Road, Suite 130
Northbrook, IL 60062
Telephone: 224-261-8366
mearl@govhrusa.com

REFERENCES

Village of Hinsdale, Illinois (pop. 16,816)

Contact: Kathleen Gargano, Village Manager
Telephone: 630-789-7013
kgargano@villageofhinsdale.org

City of Rochester, Michigan (pop. 12,711)

GovTemps - Interim Deputy Clerk and Interim Executive Assistant (2017 & 2018)
Contact: Blaine Wing, City Manager
Telephone: 248-651-9061
Bwing@rochestermi.org

City of Eastpointe, Michigan (pop. 32,442)

GovTemps – Interim City Manager (Ryan Cotton, 2018 & 2019)
Contact: Sarah Lucido, Mayor Pro Tem
Telephone: 586-3898
slucido@eastpointecity.org

Royal Oak Township (pop. 2,374)

GovTemps—Interim Township Manager (Elke Doom, 2022)
Contact: Donna J. Squalls, Township Supervisor
Telephone: 248-542-7540
supervisor@royaloaktwp.com

Northbrook Park District, Illinois (pop. 33,167)

GovTemps – HR Consultant (Tracy McLaughlin – 2018 & 2019)
Contact: Molly Hamer, Executive Director
Telephone: 847-291-2960
mhamer@nbparks.org

GovHR USA– Project Contact

Vice President **Jaymes Vettraino** as the GovHR USA coordinator and lead recruiter on this project:

Jaymes Vettraino, Vice President
Rochester, Michigan
Telephone: 248-379-8923 (c)
jvettraino@govhrusa.com

REFERENCES

Oakland County, Michigan (pop. 1.25 million)

GovHR – On-Call Executive Search (2020-present)
Contact: April M. Lynch, Deputy Oakland County Executive
Telephone: 248-858-1558
lynchap@oakgov.com

City of Rochester Hills, Michigan (pop. 74,272)

GovHR – On-Call Executive Search and HR Services (2016-present)
Contact: Mayor Bryan Barnett
Telephone: 248-841-2530
barnettb@rochesterhills.org

Ferndale, Michigan (pop. 20,137)

GovHR – Executive Search (2019-present)
Contact: Dan Jacey, Director of Human Resources
Telephone: 248-546-2378
djacey@ferndalemi.gov

Royal Oak, Michigan (pop. 59,195)

GovHR – Executive Search (2019-present)
Contact: Dennis Van de Laar, Director of Human Resources
Telephone: 248-246-3000
Dennisvdl@romi.gov

Troy, Michigan (pop. 83,989)

GovHR – Executive Search (2018-present)
Contact: Bob Bruner, Assistant City Manager
Telephone: 248-524-3326
Bob.Bruner@troymi.gov

Concluding Remarks

In closing, GovTemps, the interim staffing line of business of GovHR, is a public-sector management consulting firm devoted to assisting only public-sector entities. We believe that the proposal offered by GovTemps will meet and exceed the expectations the City for its human resource services. We appreciate your consideration of this proposal and look forward to the opportunity to work with City officials on this important project.

GovHR is a public management consulting firm serving municipal clients and other public-sector entities on a national basis. Our headquarters offices are in Northbrook, Illinois, with a strong local presence in Oakland County, Michigan. We are a certified Female Business Enterprise in the State of Illinois and work exclusively in the public sector. GovHR offers customized executive recruitment services and completes other management studies and consulting projects for communities and are certain we could successfully assist Pontiac with its recruitment and associated human resources needs.

Attachments:

- A. Extension of Favorable Executive Search Services**
- B. Consultants Assigned to Oversee the Project Components**
Jaymes Vettraino, Ryan Cotton, Michael Earl & Joellen Cademartori
- C. GovTemps and Executive Search Brochures**
- D. Typical GovTemps – Employee Leasing Agreement**

EXHIBIT IX

SCOPE OF CONTRACTOR DELIVERABLES/FINANCIAL OBLIGATIONS

The Contractor shall search for director and executive level candidates for Oakland County's County Executive management team. The County Executive's management team consists of Deputy County Executives, Directors and Deputy Directors in the areas of Management and Budget, Information Technology, Economic Development, Public Services, Health & Human Services, Human Resources and Ancillary Services.

These positions are appointed and are "at will" serving at the pleasure of the County Executive. The County Executive is an elected position and subject to change every four years during an election of the office or at any other time due to other circumstances.

FEES:

\$21,500.00 NTE for first successful recruitment

\$21,000.00 NTE for subsequent successful recruitments.

Candidate travel a reimbursable expense.

Refund - Within one year the replacement search will be provided at no fee except for reimbursables.



**OAKLAND COUNTY, MICHIGAN
PROPOSAL FOR EXECUTIVE RECRUITMENT SERVICES
October 25, 2019**

Thank you for the opportunity to provide you with a proposal for executive recruitment services for Oakland County's Executive management team. GovHR USA ("GovHR") prides itself on a tailored, personal approach to executive recruitment and selection, able to adapt to your specific requirements for the position.

Qualifications and Experience

GovHR is a public management consulting firm serving municipal clients and other public-sector entities on a national basis. Our headquarters offices are in Northbrook, Illinois. We are a certified Female Business Enterprise in the State of Illinois and work exclusively in the public sector. GovHR offers customized executive recruitment services and completes other management studies and consulting projects for communities. In addition to the corporate office in Illinois, GovHR's project consultants have offices in six States, including in Oakland County, Michigan.

GovHR is led by Heidi Voorhees, President, and Joellen Cademartori, Chief Executive Officer. Ms. Voorhees previously spent 8 years with the nationally recognized public-sector consulting firm, The PAR Group, and was President of The PAR Group from 2006 – 2009. Ms. Voorhees has conducted more than 250 recruitments in her management consulting career, with many of her clients repeat clients, attesting to the high quality of work performed for them. In addition to her 12 years of executive recruitment and management consulting experience, Ms. Voorhees has 19 years of local government leadership and management service, with ten years as the Village Manager for the Village of Wilmette, IL. Ms. Cademartori is a seasoned manager, with expertise in public sector human resources management. She has held positions from Human Resources Director and Administrative Services Director to Assistant Town Manager and Assistant County Manager. Ms. Cademartori has worked in forms of government ranging from Open Town Meeting to Council-Manager and has supervised all municipal and county departments ranging from Public Safety and Public Works to Mental Health and Social Services.

GovHR has several consultants who reside in the State of Michigan and are former Michigan municipal leaders, including Mr. Jaymes Vettrano, Mr. Ryan Cotton, and Mr. Bob Stalker. Mr. Jaymes Vettrano is located in Rochester, MI, has 17 years city management experience, 4 years public sector recruiting experience and is currently a professor at Rochester University. Mr. Vettrano will be lead contact for the County, providing in-County access to GovHR's national reach and resources. Mr. Ryan Cotton and Mr. Bob Stalker, former municipal managers from west and northern Michigan, will be available for this project and provide extensive experience in the State.

Biographies for each of the noted consultants are included with this proposal. Any one of these individuals, or a combination of consultants, may be assigned to conduct executive recruitments for Oakland County, depending on the consultant's other commitments at the time a recruitment is required.

2. Number of Years in Business

The company was originally formed as Voorhees Associates in 2009 and changed its name to GovHR USA in 2013.

3. Number of Permanent Employees

We have 11 full time and 8 part time employees and 27 project consultants.

630 Dundee Road, Suite 130, Northbrook, Illinois 60062
847.380.3240 | GovHRUSA.com

4. Number of Clients We Currently Serve

This number is fluid, as we get new assignments and complete recruitments and other projects on a weekly basis. A list of our current executive recruitments is included with this proposal.

5. Types of Positions GovHR has Successfully Placed

Our consultants are experienced executive recruiters who have conducted over 600 recruitments, working with cities, counties, special districts and other governmental entities of all sizes throughout the country. A list of the executive recruitments conducted in the past three years is included with this proposal, and a complete list of clients and the positions filled is on our website at www.govhrusa.com.

6. Ability to Recruit for Director and Executive Level Positions

Since our establishment in 2009, our consultants have conducted hundreds of recruitments in 29 states, with an increase in business of at least 30% each year. Our state-of-the-art processes, including extensive use of social media for candidate outreach and video interviews with potential finalist candidates, ensure a successful recruitment for your organization. In addition, we have held leadership positions within local government, giving us an understanding of the complexities and challenges facing today's public-sector leaders.

7. Description of GovHR's Recruiting Experience with Public Sector Clients

GovHR works exclusively with public sector and not-for-profit entities, and has successfully conducted more than 600 executive recruitments since the firm's inception in 2009. Twenty-eight (28%) of our clients are repeat clients, the best indicator of satisfaction with our services. Surveys of our clients show that 94% rate their overall experience with our firm as *Outstanding* and indicate that they plan to use our services or highly recommend us in the future.

8. Minimum Time Required to Locate Applicants

A typical recruitment and selection process takes approximately 175 hours to conduct. At least 50 hours of this time is administrative, including advertisement placement, reference interviews, and due diligence on candidates. The recruitment and selection process typically takes 90 days from the time the contract is signed until the candidate is appointed.

9. Recruiting Methodology

We believe our experience and ability to professionally administer your recruitment will provide you with a diverse pool of highly qualified candidates for your Executive search. GovHR clients are informed of the progress of a recruitment throughout the entire process. We are always available by mobile phone or email should you have a question or need information about the recruitment. GovHR suggests the following approach to your recruitment, subject to your requests for modification:

Phase I – Position Assessment, Position Announcement and Brochure Development

Phase I will include the following steps:

- One-on-one or group interviews will be conducted with elected officials, appointed officials, staff, business community representatives and any other stakeholders identified by the client to develop our Recruitment Brochure. The Proposal assumes up to two full days and one night depending upon the client's needs. We can also utilize dedicated email and surveys to obtain feedback from stakeholder groups. Previous clients have invited community leaders to meetings with our

consultants; other clients have developed surveys for the community or organization; and some clients request we use a combination of these methods to fully understand community and organizational needs and expectations for the position being recruited. We will work closely with you on the format that best meets your needs.

- Development of a **Position Announcement**.
- Development of a detailed **Recruitment Brochure** for your review and approval.
- Agreement on a detailed **Recruitment Timetable** – a typical recruitment takes 90 days from the time you sign the contract until you are ready to appoint the finalist candidate.

Phase II – Advertising, Candidate Recruitment and Outreach

We make extensive use of social media as well as traditional outreach methods to ensure a diverse and highly qualified pool of candidates. In addition, our website is well known in the local government industry – we typically have 5,000 visits to our website each month. Finally, we develop a database customized to your recruitment and can do an email blast to thousands of potential candidates.

Phase II will include the following steps:

- Placement of the Position Announcement in appropriate professional online publications. In addition to public sector publications and websites, outreach will include LinkedIn and other private sector resources. We can provide the County with a list of where we intend to place the position announcement, if requested.
- The development of a database of potential candidates from across the country unique to the position and to the County, focusing on the leadership and management skills identified in Phase I as well as size of organization, and experience in addressing challenges and opportunities also outlined in Phase I. This database can range from several hundred to thousands of names depending on the parameters established for the outreach. Outreach will be done in person, and through e-mail and telephone contacts. GovHR consultants have extensive knowledge of the municipal government industry and will personally identify and contact potential candidates. With more than 600 collective years of municipal and consulting experience among our consultants, we often have inside knowledge about candidates.

Phase III – Candidate Evaluation and Screening

Phase III will include the following steps:

- Review and evaluation of candidates' credentials considering the criteria outlined in the Recruitment Brochure.

Candidates will be interviewed by video to fully grasp their qualifications, experience and interpersonal skills. The interviews include asking specific questions about their experiences and skill sets as well as asking questions specific to the position being filled. We will ask follow up questions and probe specific areas. By utilizing video interviews we will have an assessment of their verbal skills and their level of energy for and interest in the position.

- Formal and informal references and an internet/social media search of each candidate will be conducted to further verify candidates' abilities, work ethic, management and leadership skills, analytical skills, interpersonal skills, ability to interact with the media, and any areas identified for improvement.

- All résumés will be acknowledged and contacts and inquiries from candidates will be personally handled by GovHR, ensuring that the County's process is professional and well regarded by all who participate.

Phase IV – Presentation of Recommended Candidates

Phase IV will include the following steps:

- GovHR will prepare a Recruitment Report that presents the credentials of those candidates most qualified for the position. You will advise us of the number of reports you will need for the individuals involved in this phase of the recruitment and selection process. We provide a binder which contains the candidate's cover letter and résumé. In addition, we prepare a "mini" résumé for each candidate, so that each candidate's credentials are presented in a uniform way. GovHR will provide you with a log of all candidates who applied. You may also review all the résumés, if requested.
- GovHR will meet with you on-site to review the Recruitment Report and expand upon the information provided. The report will arrive two to three days in advance of the meeting, giving you the opportunity to fully review it. In addition to the written report, we will spend 2 to 3 hours discussing the candidates by reviewing their skype interviews and providing excerpts from the references we will have conducted on the individuals.

Phase V – Interviewing Process

Phase V will include the following steps:

- After the Recruitment Report is presented, the Interviewing Process will be finalized including the discussion of any specific components you deem appropriate, such as a writing sample or oral presentation.
- GovHR will develop the first and second round interview questions for your review and comment. GovHR will provide you with interview books that include the credentials each candidate submits, a set of questions with room for interviewers to make notes, and evaluation sheets to assist interviewers in assessing the candidate's skills and abilities.
- GovHR will work with you to develop an interview schedule for the candidates, coordinating travel and accommodations. In addition to a structured interview with the County, the schedule will incorporate a tour of Oakland County's facilities and interviews with senior staff, if the County so desires.
- Once candidates for interview are selected, additional references will be contacted, along with verification of educational credentials, criminal court, credit, and motor vehicle and records checks.
- GovHR recommends a two-step interviewing process with (typically) five or six candidates interviewed in the first round. Following this round, we strongly suggest that two or three candidates are selected for second round interviews. Again, we will prepare a second round of interview questions and an evaluation sheet.
- GovHR consultants will be present for all the interviews, serving as a resource and facilitator.

Phase VI – Appointment of Candidate

- GovHR will assist you as much as you request with the salary and benefit negotiations and drafting of an employment agreement, if appropriate.

- GovHR will notify all applicants of the final appointment, providing professional background information on the successful candidate.

Our typical recruitment process includes the following milestones and deliverables:

➤ Weeks 1 - 2	On-site interviews of County officials and staff, development and approval of recruitment brochure Deliverable: recruitment brochure
➤ Weeks 3 - 8	Placement of professional announcements; candidate identification, screening, interview and evaluation by consultant
➤ Week 9	Consultant recommendation to the County of qualified candidates Deliverable: recruitment report
➤ Week 10	Selection of candidate finalists by the County; additional background and reference checks, report preparation and presentation Deliverable: interview reports including suggested questions and evaluation sheets
➤ Weeks 11-12	Interviews of selected finalist candidates; recommendation of final candidate; negotiation, offer, acceptance and appointment

10. Fees for Successfully Placing Applicants

Summary of Costs (per recruitment)	Price
Recruitment Fee:	
First recruitment	\$15,000
Second and subsequent recruitments	\$14,500
Recruitment Expenses: (not to exceed)	
➤ Expenses include consultant travel, postage/shipping, telephone, support services, candidate due diligence efforts, copying etc.	4,000
➤ Expenses may be less if two or more recruitments are conducted simultaneously.	
Advertising:	
Advertising costs over \$2,500 will be placed only with client approval. If less than \$2,500, Client is billed only for actual cost.	2,500
Total:	
First recruitment	\$21,500**
Subsequent recruitments	\$21,000**

**This fee does not include travel and accommodations for candidates interviewed. Recruitment brochures are produced as electronic files. Printed brochures can be provided, if requested, for an additional cost of \$900.

The above cost proposal is predicated on four consultant visits to the County; the first for the recruitment brochure interview process (up to two full days and one night, depending upon the client's needs; if additional days are needed they will be billed at \$500 per half day and \$950 for a full day, plus additional hotel charges, if required); the second to present recommended candidates; and the third and fourth for the candidate interview process (second round interviews are often scheduled a week or so following the first round interviews). Any additional consultant visits requested by the County will be billed at \$125/hour; \$500 for a half day and \$950 for a full day. The additional visits may also result in an increase in the travel expenses and those expenses will be billed to the client.

Professional fees and expenses will be invoiced as follows:

- 1st Payment:** 1/3 of the Recruitment Fee (invoice sent upon acceptance of our proposal).
2nd Payment: 1/3 of the Recruitment Fee and expenses incurred to date (invoice sent following the recommendation of candidates).
Final Payment: 1/3 of the Recruitment Fee and all remaining expenses (invoice sent after recruitment is completed).

Recruitment expenses and the costs for printing the Recruitment Brochure will be itemized in detail. Payment of invoices is due within thirty (30) days of receipt (unless the client advises that its normal payment procedures require 60 days.)

Any additional services requested by the County and not included in this proposal such as general human resources consulting will be billed at \$125/hour plus expenses.

11. Refund Policy

We do not refund any portion of the fees or expenses earned and incurred in a search process. It is the policy of GovHR to assist our clients until an acceptable candidate is appointed to the position. Therefore, no additional professional fee would be incurred should the County not make a selection from the initial group of recommended candidates and request additional candidates be developed for interview consideration. Additional reimbursable expenses may be incurred should the situation require consultant travel to Oakland County beyond the planned four visits.

Upon appointment of a candidate, GovHR provides the following guarantee: should the selected and appointed candidate, at the request of the County or the employee's own determination, leave the employ of the County within the first 12 months of appointment, we will, if desired, conduct one additional recruitment for the cost of expenses and announcements only, if requested to do so within six months of the employee's departure. In addition, in accordance with the policy of our firm as well as established ethics in the executive search industry, we will not actively recruit the placed employees for a period of five years.

12. References

The following references can speak to the quality of service provided by GovHR:

Kent County, MI (County Administrator/Comptroller, 2017) – Jaymes Vettrains
Amy Rollston, Human Resources Director
300 Monroe Avenue NW
Grand Rapids, MI 49503
616-632-7477
amy.rollston@kentcountymi.gov

Rochester Hills, MI (On-Call Executive Recruitment and HR Consulting Services, current) - Jaymes Vettraino

(Economic Development Director, 2017) – Jaymes Vettraino

1000 Rochester Hills Drive

Rochester Hills, MI 48309

Pam Gordon, Director of Human Resources

248-841-2521

gordonp@rochesterhills.org

Mayor Bryan Barnett

248-841-2530

barnettb@rochesterhills.org

Lake County, Illinois

(Director of Transportation, 2017) - Heidi Voorhees

(Emergency Management Coordinator, 2016) – Lee McCann

(Assistant County Administrator, 2016) – Heidi Voorhees

(Deputy CIO, 2016) – Heidi Voorhees

(Deputy Finance Director, 2016) – Heidi Voorhees

(CIO, 2011) – Heidi Voorhees

(IT Project Manager, 2013) – Heidi Voorhees

Barry Burton (former Lake County Administrator)

Pinellas County Administrator (current)

727-464-3485

bburton@pinellascounty.org

Philosophy

Executive search is an important decision-making process for an organization and our primary goal is to provide our client with the information to make the best hiring decision. Our firm's executive recruitment philosophy embraces a professional process of integrity, trust, and respect toward all parties involved, and complete commitment toward meeting the expressed needs and desires of our client. All of our services are handled by principals of the firm who have established and well-regarded reputations in the search field, as well as actual operating experience in the public management fields in which they now consult. Each has impeccable professional credentials and unblemished personal reputations. Keeping both our client and prospective candidates informed on the status of the recruitment on a regular basis is also an important part of our recruitment process. Our work is carried out in an open manner with particular attention given toward seeking out critical factors of a client's organization and governance, and utilizing such information respectfully and discreetly in seeking out candidates who truly have the ability to meet the expectations and needs of the client—working strenuously in developing a fully qualified, "best match" candidate pool for client consideration. Our process includes assistance in the critical final interview and selection phases of the recruitment, and availability to both client and candidate for months following the appointment. Our process was developed and refined over the years to meet the special, and often unique, needs and circumstances facing our local government, public management, and related not-for-profit clients.

Why Choose GovHR?

We ask you to consider the following as you deliberate:

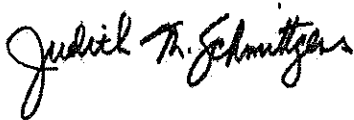
- We are a leader in the field of local government recruitment and selection with experience in more than 29 states, in communities ranging in population from 1,000 to 1,000,000. More than 28% of our clients are repeat clients showing a high level of satisfaction with our work. We encourage you to call any of our previous clients.

- We are committed to bringing a diverse pool of candidates to your recruitment process. We network extensively with state, city and county management associations, attending more than 20 state and national conferences each year. In addition, we support and attend the meetings of Women Leading Government, the Local Government Hispanic Network, the California Network of Asian Public Administrators, and the National Forum for Black Public Administrators.
- We conduct comprehensive due diligence on candidates. Before we recommend a candidate to you, we will have video interviewed them, conducted reference calls, and media and social media searches. Our knowledge of local government ensures that we can ask probing questions that will verify their expertise.
- We are your partners in this important process. You are welcome to review all the resumes we receive, and we will share our honest assessment of the candidates.
- Our goal is your complete satisfaction. We are committed to working with you until you find the candidate that is the best fit for your position.

We believe we have provided you with a comprehensive proposal; however, if you would like a service that you do not see in our proposal, please let us know. We can most likely accommodate your request.

This proposal will remain in effect for a period of six months from the date of the proposal. We look forward to working with you on this recruitment and selection process!

Sincerely,



Judith M. Schmittgens
Corporate Secretary and Compliance Manager
GovHR USA

Attachment: Consultant Biographies

ACCEPTED BY OAKLAND COUNTY, MICHIGAN

BY: _____

TITLE: _____

DATE: _____



JAYMES VETTRAI



Jaymes Vettrai is a Vice President with GovHR USA and provides municipal management consulting services to communities. His focus is on assisting with employee recruitment, classification/compensation, financial planning, operational management, human resources, community relations and economic development.

Prior to starting his consulting service, Jaymes spent 17 years as a City Manager, most recently as the City Manager of Rochester, MI. In Rochester, he had the opportunity to lead a dynamic management team to simultaneously reduce expenses and increase the level of community service during years of the "great recession." During his time as the Manager of Kutztown, PA, Jaymes had the opportunity to lead the college town in the development of its own fiber optic network and improve its relations with Kutztown University. Jaymes was also the first Manager of Pen Argyl, PA, where he led the community in creating a city manager form of government and implemented many grant funded quality of life improvement initiatives and projects.

Jaymes believes that great local communities are the foundation of our lives. Through his facilitative style and technical knowledge of local government, he excels at problem solving and consensus building.

PROFESSIONAL EDUCATION

- Master of Business Administration in Management, Lehigh University
- Bachelor of Science in Political Science, Michigan State University, MI

PROFESSIONAL DEVELOPMENT AND SPEAKING ENGAGEMENTS

- Assistant Professor at Rochester University, Rochester, Michigan
- Adjunct Professor at Oakland University, Rochester, MI
- Former Adjunct Professor at Alvernia College, Reading, PA

MEMBERSHIPS AND AFFILIATIONS

- International City and County Managers Association
- Michigan Local Government Management Association
- Leadership Oakland County
- Pennsylvania Association of Municipal Managers
- American Public Power Association
- Pennsylvania Electric Association

AWARDS

- Distinguished Faculty Award, Rochester University, 2019
- Community Advocacy Award, Rochester Regional Chamber of Commerce, 2018
- Selected as one of "Oakland County's Elite 40 under 40", 2015
- Outstanding Service Award from Michigan Municipal League, 2013

PROFESSIONAL BACKGROUND

Over 17 Years in Local Government Management

- Director of the Center for Social Engagement, Rochester University, MI 2015-Present
- City Manager, Rochester, MI 2008-2015
- Town Manager, Kutztown, PA 2003-2008
- Town Manager, Pen Argyl, PA 1998-2003





RYAN COTTON



Ryan Cotton is a Vice President with GovHR USA, and has over 35 years of experience as a local government management professional in multiple communities in three states including Duvall, Washington, Montpelier, Vermont and Grand haven, Spring Lake, Eastpointe, Caledonia, and Holland Michigan. Mr. Cotton is an ICMA Credentialed Manager.

From 2012 to 2017, Mr. Cotton served as the City Manager of Holland, a progressive, vibrant, diverse community in West Michigan. During his tenure in Holland, Mr. Cotton was responsible for a \$36 million budget and 185 full-time employees. Consensus on \$28 million in capital asset redevelopment was accomplished. Mr. Cotton was known for his organizational planning and facilitation, strategic management, neighborhood redevelopment, fiscal management, multicultural human relations, intergovernmental collaboration, and grant outcomes.

Mr. Cotton served as the Village Manager in Spring Lake, Michigan from 2002 to 2012 and as City Manager in Grand Haven, Michigan from 1995 to 2002. Spring Lake and Grand Haven are full-service, waterfront communities with high service demands. In Spring Lake, new intergovernmental agreements resulted in shared and expanded services. Mr. Cotton facilitated multiple community consensus building opportunities including master plans and strategic plans.

Prior City Manager services were provided to Montpelier, Vermont from 1986 to 1994 where Mr. Cotton grew regional collaboration for improved ambulance services. He also assisted the Vermont League of Cities and Towns on municipal recruitment and team building. In each community, Mr. Cotton oversaw labor relations and conducted strategic planning and facilitation for multiple non-profits. Mr. Cotton also served in leadership roles for regional services and on statewide boards.

Ryan has extensive grant experience in Illinois, Michigan, and Vermont. He brought in more than \$20 million in grants and other non-local tax funding to communities he served-- achieving a 95% success rate.

PROFESSIONAL EDUCATION

- Master of Arts degree in Political Science, Western Michigan University
- Master of Public Administration degree, University of Kansas
- Bachelor of Arts degree in Public Administration, Miami University, OH

- Vermont Association of Realtors, Impact Fees and Cities, 1988
- National Caucus of New England Legislators, Growth in New England, in Manchester, New Hampshire, 1988
- International City Manager Association National Conference, Service Request Systems, San Antonio, Texas, 1984

PROFESSIONAL DEVELOPMENT AND SPEAKING ENGAGEMENTS

- Adjunct Instructor, Grand Valley State University and Hope College
- West Michigan Green Infrastructure Conference, Michigan Department of Environmental Quality Grand Valley State University, Grand Rapids, Michigan, 2015
- Testimony to State of Michigan House and Senate Committees, On-Bill Energy Legislation, resulting in eventual adoption and Governor's signature, 2014
- Michigan Association of Municipal Attorneys, The ABCs for Municipal Attorneys, Lansing, Michigan, 2009
- Testimony to the State of Michigan House Committee on Land Use and the Environment, Impact Fees, 2013
- Michigan City Management Association, Community Information Systems, Ypsilanti, Michigan, 1999
- Michigan Municipal League, Building a Sense of Place Grants, Muskegon, Michigan, 1998

MEMBERSHIPS AND AFFILIATIONS

- Michigan Local Government Managers Association, Former Board of Directors
- West Michigan Strategic Alliance, Former Board of Directors

PROFESSIONAL BACKGROUND

- Interim City Administrator, Duvall, WA, 2021
- Interim City Manager, Eastpointe, MI 2019
- Interim Village Manager, Caledonia, MI 2019
- Interim City Manager, Eastpointe, MI 2018
- City Manager, Holland, MI 2012-2017
- Village Manager, Spring Lake, MI 2002-2012
- City Manager, Grand Haven, MI 1995-2002
- City Manager, Montpelier, VT 1986-1994
- Assistant City Manager, Upper Arlington, OH 1984-1986





MICHAEL J. EARL



Michael J. Earl is a Senior Vice President responsible for GovTemps USA, a division of GovHR USA, focusing on temporary staffing for local governments nationwide. Mr. Earl's experience as a local government manager and his extensive knowledge of local government operations has positioned him to be uniquely qualified to lead this growing practice. Mr. Earl also assists with recruitments, assessments centers and other special projects.

Mr. Earl has over 30 years of local government management experience working in five suburban communities in the Chicago metropolitan area. He spent most of his career with the Village of Wilmette where he served for 18 years first as Assistant Village Manager and then as its Village Manager from 2000-2008. Mr. Earl also worked as the Director of Human Resources in the City of Des Plaines, an organization of over 325 employees with six employee unions, and as the Director of Community Services for the Village of Lake Zurich where he was responsible for the operations of Public Works and Building, Zoning and Planning.

Mr. Earl has a passion for continuous improvement in local government. Some of Mr. Earl's most notable accomplishments include: pursuing and implementing cost saving efficiencies through collaboration with other government agencies and vendors including a partnership agreement with Lake County, Illinois to provide plan review and inspection services resulting in an annual savings of over \$100,000 (Lake Zurich); organizational training with a focus on customer service and employee and leadership development; personnel policy development and implementation; employee relations including negotiating several collective bargaining agreements; and working with local community groups on community building initiatives.

Throughout his career, Mr. Earl has served in a number of leadership positions with various intergovernmental agencies and special purpose entities including service as President of Northeastern Illinois Public Safety Training Academy (NIPSTA), Chair of the Municipal Insurance Cooperative Agency (MICA), and Chair of the Strategic Plan Committee for the Intergovernmental Personnel Benefit Cooperative (IPBC). Mr. Earl is a Past President of the Illinois Association of the Metropolitan Managers and the Illinois Association of Municipal Management Assistants.

PROFESSIONAL EDUCATION

- Master of Public Administration, Northern Illinois University
- Bachelor of Science - Political Science, Northern Illinois University
- Leadership and Motivational Training – Menninger Leadership Center
- Trained Mediator – Center for Conflict Resolution
- ICMA Credentialed Manager, 2004-2010
- Human Resources Certification Institute (SPHR), 2010-2013
- Society for Human Resource Management (SHRM-SCP), 2015-2019

MEMBERSHIPS AND AFFILIATIONS

- International City and County Management Association
- Illinois City/County Management Association
- Society for Human Resource Management
- Northern Illinois University, Department of Public Administration Board of Advisors, 2019—Current
- Oakton Community College, ESL Volunteer Tutor, 2020

PROFESSIONAL BACKGROUND

Over 31 years of experience as a local government management professional

- Director of Community Services, Lake Zurich, IL 2013-2016
- Director of Human Resources, Des Plaines, IL 2009-2013
- Village Manager, Wilmette, IL 2000-2008
- Assistant Village Manager, Wilmette, IL 1990-2000
- Assistant to the City Manager, Wheaton, IL 1986-1990
- Administrative Intern, Palatine, IL 1984-1986

PROFESSIONAL DEVELOPMENT & SPEAKING ENGAGEMENTS

- Alternative Staffing Models-Does it Make Sense In Your Organization? (IML Annual Conference, 2017 - IGFOA Conference, 2018 - IAPD/IPRA Conference, 2019)
- Best Practices in Succession Planning (IAPD/IPRA Conference, 2020, IGFOA Downstate Chapter, 2017)
- Employee Discipline & Workplace Investigations: Sound Practices, Good Tips, and Effective Outcomes - WCMA Conference, 2020





Joellen Cademartori



Joellen Cademartori is the chief executive officer and co-owner of GovHR USA and has nearly 30 years of cumulative experience working in the public sector as a municipal leader, and in human resources and management consulting. Joellen's exceptional communication style has enabled her to develop and maintain strong relationships with her peers, elected and appointed officials, and related local government partners.

The public sector human resources and management projects Joellen has worked on have earned her respect in local governments across the country. Due to her commitment and dedication to local government, she is known an industry leader in executive recruiting, interim staffing, in addition to human resources and management consulting work.

Throughout her career, Joellen has been privileged to serve on numerous local, state and national committees. A personal and professional highlight for her was being on the International City/County Management Association (ICMA) Executive Board as a representative from the Northeast Region. Joellen regularly speaks in front of groups, and writes about a variety of local government topics, which include organizational analysis, generational diversity, succession planning, performance management, resume development and interviewing skills and techniques. She is dedicated to developing the next generation of managers and remains passionate about excellence in local government.

PROFESSIONAL EDUCATION

- Master of Public Administration, Northeastern University, Boston, MA
- Bachelor of Economics, Worcester State College, MA
- Senior Executive Institute, Leading, Education & Developing (LEAD) Program, University of Virginia, Weldon Cooper Center for Public Service

PROFESSIONAL DEVELOPMENT AND SPEAKING ENGAGEMENTS

- Executive Recruiter Panel – Investing in the Next Generation of Leaders, NFBPA – Emerge 2020
- Re-Evaluating Your Employee Evaluation, MMA 2020
- Succession Planning for the Public Sector Webinar, NPELRA 2020
- What Does it Take – Landing Leadership Positions, ICMA 2019
- Achieving Your Leadership Potential Thinking Strategically About the Next Steps in Your Career, NFBPA 2019
- Succession Planning tips to Achieve Unity Through Diversity, MMA 2019
- Putting Your Best Foot Forward – Interview Skills for Women, including Posture, Presence and Bias, WCMA Women's Leadership Seminar 2018
- Tips for a Successful Recruitment Process – MMA 2018
- Hire Hard, Manage Easy – Tips for Getting the Best Employees, IPELRA 2018
- Achieving Your Leadership Potential: Thinking Strategically About the Next Steps in Your Career, LGHN 2018

MEMBERSHIPS AND AFFILIATIONS

- International City and County Management Association (ICMA), Member
- ICMA – Task Force on Deputy/Assistant Managers 2017-2018, Current Member
- Illinois City and County Management Association (ILCMA), Current Member
- ICMA - Task Force on Women in the Profession 2012 – 2014, Member
- ICMA - Conference Planning Committee 2010 – 2011, Chair

PROFESSIONAL BACKGROUND

24 Years of Local Government Leadership and Management

- Evanston, IL
 - Director of Administrative Services 2009-2011
 - Director of Human Resources 2007-2009
- Catawba County, NC
 - Assistant County Manager 2004-2007
- Barnstable, MA
 - Assistant Town Manager 2000-2003
- Yarmouth, MA
 - Assistant Town Administrator 1993-2000
- Northborough, MA
 - Assistant Town Administrator 1992-1993
 - Acting Town Administrator 1991
 - Administrative Asst. to the Town Admin 1988-1990
- Holden, MA
 - Intern 1987

[Click here to view full biography at GovHRusa.com](http://www.govhrusa.com)





GovHR USA
GovTEMPS USA

www.govtempsusa.com

GovTemps USA

Staffing Solutions for Local Governments

GovTemps USA is the interim staffing division of GovHR USA. It was formed in 2011 by Joellen Cademartori and Heidi Voorhees, who have both had distinguished careers in local government management. They identified the need for a firm that specialized in providing short, long-term, and project-based staffing solutions for local governments.

Our Clients

GovTemps has assisted numerous municipalities and counties as well as other local governments such as community colleges, park and school districts, townships, special government districts and intergovernmental agencies. To date, GovTemps has assisted more than 180 local governments in 16 states to fill over 500 different positions.

Positions Filled

GovTemps has placed employees in a wide range of positions including: Accountants, Administrative Assistants, Administrators/Managers, Building Officials/Plan Review Officers, Clerks, Community Development/Economic Development Directors, Engineers, Finance Directors/ CFO's, Fire Chiefs, HR Professionals, IT Technicians, Parks and Recreation Directors, Planners, Police Chiefs, Public Works Directors/Superintendents, and more.

Why Employees Choose GovTemps

Employees choose GovTemps because of its reputation as a leader in providing temporary staffing assignments for local governments. GovHR and GovTemps senior staff are former local government employees with a commitment to public service who care about assisting qualified and talented people to find positions in local governments.

GovTemps offers employee benefits that include optional health insurance and a matching contribution towards an IRA for eligible employees. Many employees have been hired on permanently by the client in a temp-to-hire arrangement and more still are working in a long-term contractual capacity.

GovTemps carries professional liability coverage for all its employees. Employees who otherwise might consider working as 1099 independent contractor have opted to work for GovTemps and avoid paying for costly insurance.

Why Local Governments Choose GovTemps

Availability of Talented and Skilled Candidates - Leveraging its connection to GovHR, the GovTemps candidate network includes professionals in transition as well as retirees seeking temporary assignments. GovTemps actively recruits candidates through social media, attendance at association conferences and its connections in the field. GovTemps maintains a robust candidate library.

Cost Savings - By partnering with GovTemps, local governments avoid the costs of employee benefits and candidate recruitment. GovTemps is responsible for employee payroll withholdings and carries workers' compensation, unemployment insurance and professional liability insurance on all its employees.

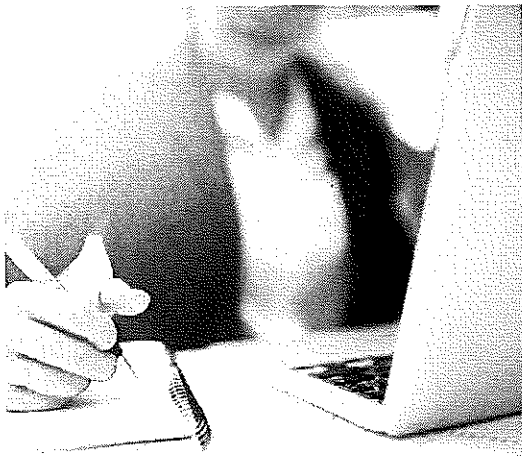
Flexible Work Schedule - GovTemps recognizes that local governments often do not need to fill a position on a 40 hour/week basis. Accordingly, GovTemps employees embrace flexible work schedules.

Creative Staffing Solutions

- ✓ **Temp-to-Hire** - Prefer to "test drive" the relationship with a candidate for a few months before deciding to make an offer? GovTemps can solicit, vet and present candidates under a temp-to-hire scenario.
- ✓ **Out-Sourcing** - Do you have a position that you will only need filled for a few months or a couple of years and would rather avoid hiring the person directly? GovTemps can take the lead and find you the right candidate.

Selection Process

Upon notification from an agency that needs to fill a short, long-term, or project-based position, GovTemps will discuss the position requirements with potential candidate(s) and present those that are best suited. The client will decide if they desire to interview any or all of the presented candidates. If a suitable candidate is not immediately available, GovTemps will actively recruit candidates. Once a candidate has been identified and the billing rate is determined, GovTemps and the jurisdiction will enter into an employee leasing agreement.



To discuss your staffing needs, please contact Senior Vice President Mike Earl at 224-261-8366 or mearl@govhrusa.com

RECRUITING SERVICES



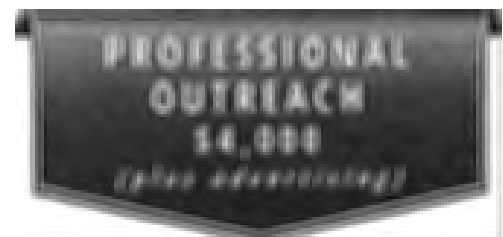
GovHR USA
offers tiered services
to meet your
recruitment needs.



- Develop detailed brochure and position announcement
- Post position announcement to approved advertising sources, GovHR's social media sources and extensive email outreach
- Candidate evaluation/top candidates selected (approx. 10-20)
- Conduct Skype interview, reference checks, social media and Google search of select group
- Presentation of candidates with client (candidate pool narrowed for interview)
- Schedule candidate interviews
- Full background screening, additional reference checks and news media search conducted
- Present draft interview questions
- Consultant will facilitate interviews of top candidates
- Assist with negotiations and offer to selected candidate
- Notify all applicants of appointed candidate

- Develop two-page flyer and position announcement
- Post position announcement to approved advertising sources, GovHR's social media sources and extensive email outreach
- Candidate evaluation/top candidates selected (approx. 10-20)
- Conduct Skype interview, reference checks, social media and Google search of select group
- Presentation of candidates with client (candidate pool narrowed for interview)
- Notify all applicants of appointed candidate

- Develop position announcement
- Post position announcement to approved advertising sources and GovHR's social media sources and extensive email outreach
- Share announcement with GovHR's professional network
- Prepare assessment matrix that matches candidate's qualifications against position requirements
- Submit top tier candidates to client along with all recruitment applications.



- Develop position announcement
- Post position announcement to approved advertising sources and GovHR's social media sources and extensive email outreach
- Share announcement with GovHR's professional network
- Submit all resumes to client immediately after deadline



GovHR USA
847-380-3240
info@GovHRusa.com
www.GovHRusa.com

EMPLOYEE LEASING AGREEMENT

THIS EMPLOYEE LEASING AGREEMENT (this "Agreement") is made by GOVTEMPSUSA, LLC, an Illinois limited liability company ("GovTemps"), and the CHARTER TOWNSHIP OF ROYAL OAK (the "Client"). GovTemps and the Client can be individually identified as a ("Party") and collectively as the ("Parties"). GovTemps and the Client agree as follows:

SECTION 1 SCOPE OF AGREEMENT

Section 1.01. Assigned Employee. The Client will lease certain employees of GovTemps, and GovTemps will lease to the Client, the personnel identified in attached Exhibit A, (the "Assigned Employee"). Exhibit A identifies the temporary position and/or assignment (the "Assignment") the Assigned Employee will fill at the Client, and it further identifies the base compensation for each Assigned Employee, as of the effective date of this Agreement. Exhibit A may be amended from time to time by a replacement Exhibit A signed by both GovTemps and the Client. GovTemps, as the common law employer of Assigned Employee, has the sole authority to assign and/or remove the Assigned Employee, provided however, that the Client may request, in writing, that GovTemps remove or reassign the Assigned Employee. Any such request will not be unreasonably withheld by GovTemps. The Parties understand and acknowledge that the Assigned Employee is subject to the Client's day-to-day supervision.

Section 1.02. Independent Contractor. GovTemps is and remains an independent contractor, and not an employee, agent, partner of, or joint venturer with, the Client. GovTemps has no authority to bind the Client to any commitment, contract, agreement or other obligation without the Client's express written consent.

SECTION 2 SERVICES AND OBLIGATIONS OF GOVTEMPS AND CLIENT

Section 2.01. Payment of Wages. GovTemps will timely pay the wages and related payroll taxes of the Assigned Employee from GovTemp's own account in accordance with federal and Illinois law and GovTemps' standard payroll practices. GovTemps will withhold from such wages all applicable taxes and other deductions elected by the Assigned Employee. The Client acknowledges that GovTemps may engage a financial entity to maintain its financing and record keeping services, which may include the payment of wages and related payroll taxes in accordance with this Section 2.01. The Client agrees to cooperate with any such financial entity to ensure timely payment of wages, related payroll taxes, and any applicable fees pursuant to this Section 2.01. As to Assigned Employees, GovTemps will comply with the Immigration Reform and Control Act of 1986, Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act (ADEA), the Equal Pay Act of 1963, the Civil Rights Acts of 1866 and 1871 (42 U.S.C. § 1981), the Family and Medical Leave Act of 1993, the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Employee Retirement Income Security Act

("ERISA") of 1974, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision regulating wages and the payment of wages, prohibiting employment discrimination or otherwise establishing or relating to rights of Assigned Employee.

Section 2.02. Workers' Compensation. To the extent required by applicable law, GovTemps will maintain in effect workers' compensation coverage covering its Assigned Employee's work in an Assignment. Any applicable coverage under this Agreement terminates on the Termination Date of this Agreement.

Section 2.03. Employee Benefits. GovTemps will provide to Assigned Employee those employee benefits identified in the attached **Exhibit B**. GovTemps may amend or terminate any of its employee benefit plans according to their terms. All employee benefits, including severance benefits for Assigned Employee will be included in Fees payable to GovTemps under Section 3.01 of this Agreement.

Section 2.04. Maintenance and Retention of Payroll and Benefit Records. GovTemps will maintain records of all wages and benefits paid and personnel actions taken by GovTemps in connection with any of the Assigned Employee(s). GovTemps will retain control of such records and make them available for inspection as required by applicable federal, state or local laws.

Section 2.05. Other Obligations of GovTemps. GovTemps will comply with any federal, state and local law applicable to its Assigned Employee(s). GovTemps will comply with the requirements of the federal Patient Protection and Affordable Care Act (ACA).

Section 2.06. Direction and Control. The Parties agree and acknowledge that the Client has the right of direction and control over the Assigned Employee, including matters of discipline, excluding removal or reassignment, as provided for by Section 1.01. The Assigned Employee(s) will be supervised, directly and indirectly, and exclusively by the Client's supervisory and managerial employees.

Section 2.07. Obligations of the Client. Pursuant to this Agreement the Client covenants, agrees and acknowledges:

(a) The Client will provide the Assigned Employee with a suitable workplace, that complies with US Occupational Safety and Health Administration ("OSHA") statutes and regulations, and all other health and safety laws, regulations, ordinances, directives, and rules applicable to the Assigned Employee and the Assigned Employee's workplace. The Client agrees to comply, at its expense, with all health and safety directives from GovTemps' internal and external loss control specialists, GovTemps' workers' compensation carrier, or any government agency having jurisdiction over the place of work. The Client will provide and ensure use of all functional personal protective equipment as required by any federal, state or local law, regulation, ordinance, directive, or rule or as deemed necessary by GovTemps' workers' compensation carrier. GovTemps and/or its insurance carriers have the right to inspect the Client's premises to ensure that the Assigned Employee is not exposed to an unsafe work place. GovTemps' rights under this paragraph do not diminish or alter the Client's obligations to the

Assigned Employee under applicable law, or its obligations to GovTemps under this Agreement;

(b) With respect to the Assigned Employee, the Client will comply with all applicable labor and employment-related laws and regulations, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision, prohibiting employment discrimination, or otherwise establishing or relating to the terms and conditions of Assigned Employee's Assignment;

(c) The Client retains the right to exert sufficient direction and control over the Assigned Employee as is necessary to conduct the Client's business and operations, without which, the Client would be unable to conduct its business, operation or to comply with any applicable licensure, regulatory or statutory requirements;

(d) The Client cannot remove or reassign the Assigned Employee unless mutually agreed to in writing by GovTemps and the Client in accordance with Section 1.01 of this Agreement. Client will timely confer with GovTemps regarding any concern or complaint regarding Assigned Employee's performance or conduct under this Agreement;

(e) The Client will not pay wages, salaries or other forms of direct or indirect compensation, including employee benefits, to Assigned Employee. Client represents that its actions under this Agreement do not violate its obligations it may have under any collective bargaining agreement;

(f) The Client must report to GovTemps any injury to any Assigned Employee of which it has knowledge within twenty-four (24) hours of acquiring such knowledge. If any Assigned Employee is injured in the course of performing services for the Client, the Client must follow the procedures and practices regarding injury claims and reporting; and

(g) The Client must report all on the job illnesses, accidents and injuries of the Assigned Employee to GovTemps within twenty-four (24) hours following notification of said injury by Assigned Employee or Assigned Employee's representative.

SECTION 3 FEES PAYABLE TO GOVTEMPS

Section 3.01. Fees. The Client will pay GovTemps fees for the services provided under this Agreement as follows:

(a) The base compensation as fully identified on **Exhibit A**, as amended; plus

(b) Any employee benefits GovTemps paid to the Assigned Employee as identified on **Exhibit B** (if applicable), including, but not limited to, salary; wages; commissions; bonuses; sick pay; workers' compensation, health and other insurance premiums; payroll, unemployment, FICA and other taxes; vacation pay; overtime pay; severance pay; monthly automobile allowances, and any other compensation or benefits

payable under any applicable GovTemps pension and welfare benefit plan or federal, state or local laws covering the Assigned Employee.

Section 3.02. Increase in Fees. GovTemps may increase fees to the extent and equal to any mandated tax increases, e.g. FICA, FUTA, State Unemployment taxes, when they become effective. GovTemps may also adjust employer benefit contribution amounts by providing the Client with a written thirty (30) day notice, provided, such changes in employer benefit contribution amounts apply broadly to all GovTemps employees.

Section 3.03. Payment Method. Every two (2) weeks during the term of this Agreement, GovTemps will invoice in writing the Client for the fees owed under this Agreement. Within thirty (30) days following receipt of such invoice, the Client must pay all invoiced amounts by check, wire transfer or electronic funds transfer to GovTemps to an account or lockbox as designated on the invoice. Late payments will be subject to all applicable interest payments or service charges provided by state or local law. In addition to charging interest or service charges provided by applicable law, GovTemps may, upon written notice to Client, suspend performance of services under this Agreement while any amount due is past due and remains unpaid.

SECTION 4 INSURANCE

Section 4.01. General and Professional Liability Insurance. The Client must maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability and Professional Liability (if applicable) insurance policy or policies (the "Policies"), with minimum coverage in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate. In the alternative, as applicable, the Client may maintain in full force and effect at all times during the term of this Agreement a self-insured retention ("SIR") which provides the same minimum coverage limits as set forth above. In the event such SIR exists and applies to this Agreement, the Client agrees to fully discuss the SIR's parameters with GovTemps and its relationship to the Policies. At a minimum, the Policies must insure against bodily injury and property damage liability caused by on-premises business operations, completed operations and/or products or professional service and non-owned automobile coverage.

Section 4.02. Certificate of Insurance. Upon request, the Client will promptly issue to GovTemps one or more Certificates of Insurance, verifying the Client's compliance with the provisions of Section 4.01.

Section 4.03. Automobile Liability Insurance. If the Assigned Employee drives a Municipal or personal vehicle for any reason in connection with their Assignment, the Client must maintain in effect automobile liability insurance insuring the Assigned Employee, GovTemps and the Client against liability for bodily injury, death and property damage.

**SECTION 5
DURATION AND TERMINATION OF AGREEMENT**

Section 5.01. Term and Effective Date. The Effective Date of this Agreement is the date that this Agreement is last signed by GovTemps on the signature page (the "Effective Date"). The period during which the Assigned Employee works at the Client is defined as the ("Term"). The Term commences on the Effective Date and will continue for the period identified on the attached Exhibit A, or until it is terminated in accordance with the remaining provisions of this Section 5. For the purposes of this Agreement, the date on which this Agreement expires and/or is terminated is the ("Termination Date").

Section 5.02. Termination of Agreement for Failure to Pay Fees. If the Client fails to timely pay the fees required under this Agreement, GovTemps may give the Client notice of its intent to terminate this Agreement for such failure and if such failure is remedied within ten (10) days, the notice will be of no further effect. If such failure is not remedied within the ten (10) day period, GovTemps has the right to terminate the Agreement upon expiration of such remedy period.

Section 5.03. Termination of Agreement for Material Breach. If either Party materially breaches this Agreement, the non-breaching Party must give the breaching Party written notice of its intent to terminate this Agreement for such breach and if such breach is remedied within ten (10) days, the notice will be of no further effect. If such breach is not remedied within the ten (10) day period, the non-breaching Party has the right to immediately terminate the Agreement upon expiration of such remedy period.

Section 5.04. Termination of Agreement to execute Temp-to Hire Option. At the end of the Term, the Client may hire the Assigned Employee as a permanent or temporary employee of the Client. The substantial investment of time and resources by GovTemps under this Agreement to place its leased employee with Client is recognized by Client. If after the end of the Term, Client hires Assigned Employee as either a permanent or temporary employee it must pay two (2) weeks of the Assigned Employee's gross salary to GovTemps no later than thirty (30) days after the date the Assigned Employee becomes the Client's employee.

**SECTION 6
NON-SOLICITATION**

Section 6.01. Non-Solicitation. The Client acknowledges GovTemps' legitimate interest in protecting its business for a reasonable time following the termination of this Agreement. Accordingly, the Client agrees that during the Term of this Agreement and for a period of two (2) years thereafter, the Client will not solicit, request, entice or induce Assigned Employee to terminate their employment with GovTemps, and the Client will not hire Assigned Employee as a permanent or temporary employee. If a Temp-to-Hire option provided for in Section 5.04 is properly exercised by the Client, then this Section 6.01 will not apply.

Section 6.02. Injunctive Relief. The Client recognizes that the rights and privileges granted by this Agreement are of a special, unique, and extraordinary character, the loss of which cannot reasonably or adequately be compensated for in damages in any action at law.

EXHIBIT A
Assigned Employee and Base Compensation

ASSIGNED EMPLOYEE: XXX

POSITION/ASSIGNMENT: Interim City Administrator

POSITION TERM: January 17, 2022 – April 22, 2022

Unless either party provides two weeks written notice, the agreement will automatically be extended on a bi-weekly basis up to July 23, 2022.

BASE COMPENSATION: \$84/hour. Hours per week will vary but are anticipated to average XX hours/week. Assigned employee shall be paid only for hours worked. Hours should be reported via- email to payroll@govtempsusa.com on the Monday after the prior work week.

The Client will be invoiced every other week for hours worked.

GOVTEMPSUSA, LLC:

CLIENT:

By: _____

By: Donna Squella

Date: _____

Date: January 14, 2022

This Exhibit A fully replaces all Exhibits A dated prior to the Effective Date of this Agreement.

EXHIBIT B
Summary of Benefits

Does Not Apply

Accordingly, the Client understands and agrees that GovTemps is entitled to equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent or enjoin a breach of Section 6.01 of this Agreement. The Client also understands and agrees that any such equitable relief is in addition to, and not in substitution for, any other relief to which GovTemps can recover.

Section 6.03. Survival. The provisions of Section 6 survive the expiration or termination of this Agreement.

SECTION 7 DISCLOSURE AND INDEMNIFICATION PROVISIONS

Section 7.01. Indemnification by GovTemps. GovTemps agrees to indemnify, defend and hold the Client and its related entities or their agents, representatives or employees (the "Client Parties") harmless from and against all claims, liabilities, damages, costs and expenses ("Losses") (a) arising out of GovTemps' breach of its obligations under this Agreement, (b) related to the actions or conduct of GovTemps and its related business entities, their agents, representatives, and employees (the "GovTemps Parties"), taken or not taken with respect to the Assigned Employees that relate to events or incidents occurring prior or subsequent to the term of this Agreement, and (c) arising from any act or omission on the part of GovTemps or any of the GovTemps Parties.

Section 7.02. Indemnification by the Client. The Client agrees to indemnify, defend and hold the GovTemps Parties harmless from and against all Losses (a) arising out of the Client's breach of its obligations under this Agreement, (b) relating to any activities or conditions associated with the Assignment, and (c) arising from any act or omission on the part of the Client or any of the Client Parties.

Section 7.03. Indemnification Procedures. The Party seeking indemnity (the "Indemnified Party") from the other Party (the "Indemnifying Party") pursuant to this Section 7, must give the Indemnifying Party prompt notice of any such claim, allow the Indemnifying Party to control the defense or settlement of such claim and cooperate with the Indemnifying Party in all matters related thereto. However, prior to the Indemnifying Party assuming such defense and upon the request of the Indemnified Party, the Indemnifying Party must demonstrate to the reasonable satisfaction of the Indemnified Party that the Indemnifying Party (a) is able to fully pay the reasonably anticipated indemnity amounts under this Section 7 and (b) will take steps satisfactory to the Indemnified Party to ensure its continued ability to pay such amounts. In the event the Indemnifying Party does not control the defense, the Indemnified Party may defend against any such claim at the Indemnifying Party's cost and expense, and the Indemnifying Party must fully cooperate with the Indemnified Party, at no charge to the Indemnified Party, in defending such potential Loss, including, without limitation, using reasonable commercial efforts to keep the relevant Assigned Employee available. In the event the Indemnifying Party controls the defense, the Indemnified Party is entitled, at its own expense, to participate in, but not control, such defense. The failure to promptly notify the Indemnifying Party of any claim pursuant to this Section will not relieve such Indemnifying Party of any indemnification obligation that it may have to the Indemnified Party, except to the extent that the Indemnifying

Party demonstrates that the defense of such action was materially prejudiced by the Indemnified Party's failure to timely give such notice.

Section 7.04. Survival of Indemnification Provisions. The provisions of Section 7 survive the expiration or termination of this Agreement.

SECTION 8 MISCELLANEOUS PROVISIONS

Section 8.01. Amendments. This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by all the Parties to this Agreement, except for changes to the fees provided for in Section 3.

Section 8.02. Binding Effect. This Agreement inures to the benefit of and binds the Parties and their respective heirs, successors, representatives and assigns. Neither Party may assign its rights or delegate its duties under this Agreement without the express written consent of the other Party, which consent will not be unreasonably withheld.

Section 8.03. Counterpart Execution. This Agreement may be executed and delivered in any number of counterparts, each of which will be an original, but all of which together constitutes one and the same instrument. This Agreement may be executed and delivered via facsimile or electronic mail.

Section 8.04. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding GovTemps' placement of the Assigned Employee with the Client, and contains all of the terms, conditions, covenants, stipulations, understandings and provisions agreed upon by the Parties. This Agreement supersedes and takes precedence over all proposals, memorandum agreements, tentative agreements, and oral agreements between the Parties, made prior to and including the Effective Date of this Agreement not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party has the authority to make, and the Parties will not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.

Section 8.05. Further Assurances. The Parties will execute and deliver any and all additional papers, documents, and other assurances and do any and all acts and things reasonably necessary in connection with the performances of their obligations under this Agreement.

Section 8.06. Gender. Whenever the context herein so requires, the masculine, feminine or neuter gender and the singular and plural number include the other.

Section 8.07. Section Headings. Section and other headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

Section 8.08. Severability. If any part or condition of this Agreement is held to be void, invalid or inoperative, such shall not affect any other provision hereof, which will continue to be effective as though such void, invalid or inoperative part, clause or condition had not been made.

Section 8.09. Waiver of Provisions. The failure by one Party to require performance by the other Party shall not be deemed to be a waiver of any such breach, nor of any subsequent breach by the other Party of any provision of this Agreement, and shall not affect the validity of this Agreement, nor prejudice either Party's rights in connection with any subsequent action. Any provision of this Agreement may be waived if, but only if, such waiver is in writing signed by the Party against whom the waiver is to be effective.

Section 8.10. Confidentiality. Each Party will protect the confidentiality of the other's records and information and must not disclose confidential information without the prior written consent of the other Party. Each Party must reasonably cooperate with the other Party regarding any Freedom of Information Act (FOIA) request calling for production of documents related to this Agreement.

Section 8.11. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, except the law of conflicts.

Section 8.12. Force Majeure. GovTemps will not be responsible for failure or delay in assigning its Assigned Employee to Client if the failure or delay is caused by labor disputes and strikes, fire, riot, terrorism, acts of nature or of God, or any other causes beyond the control of GovTemps.

SECTION 9 DISPUTE RESOLUTION

Section 9.01. Good Faith Attempt to Settle. The Parties will attempt to settle any dispute arising out of or relating to this Agreement, or the breach thereof, through good faith negotiation between the Parties.

Section 9.02. Governing Law/Jurisdiction. If a dispute cannot be settled through good faith negotiation within thirty (30) days after the initial receipt by the allegedly offending party of written notice of the dispute, then the controversy or claim may be adjudicated by a federal or state court sitting in Cook County, Illinois. Venue and jurisdiction for any action under this Agreement is Cook County, Illinois. This Agreement and any amendments hereto will be governed by and construed in accordance with the laws of the State of Illinois.

Section 9.03. Attorneys' Fees. The Parties agree that, in the event of litigation under this Agreement, each Party is liable for only those attorneys' fees and costs incurred by that Party.

**SECTION 10
NOTICES**

Section 10.01. Notices. All Notices given under this Agreement must be written and may be given by personal delivery, first class U.S. Mail, registered or certified mail return receipt requested, overnight delivery service, or electronic mail.

Notices will be deemed received at the earlier of actual receipt or three (3) days from mailing date. Notices must be sent to the Parties at their respective addresses shown below. A Party may change its address for notice by giving written notice to the other Party.

If to GovTemps:

GOVTEMPSUSA, LLC
630 Dundee Road Suite 225
Northbrook, Illinois 60062
Attention: Michael J. Earl
Telephone: 224-261-8366
Electronic Mail: mearl@govhrusa.com

If to Client:

CHARTER TOWNSHIP OF ROYAL OAK
21131 Gardenlane – 2nd Floo
Ferndale, Michigan 48220
Attention: Donna J. Squalls
Telephone: 248-542-7540
Electronic Mail: supervisor@royaloaktwp.com

[Signatures on following page]

IN WITNESS WHEREOF, the Parties executed this Agreement on the Effective Date, which is the date this Agreement is last signed by GovTemps.

GOVTEMPSUSA, LLC,
an Illinois limited liability company

By _____
Name: Joellen J. Cademartori
Title: President and Co-Owner

Effective Date: January 17, 2022

CLIENT

By _____
Name: _____
Title: _____

#3

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: City Council President Mike McGuinness, and City Council Members

FROM: Mayor Tim Greimel

CC: Deputy Mayor Khalfani Stephens

DATE: April 5, 2022

RE: Implementation the Flock Safety System

Honorable Council President and Members of the City Council:

As you are aware, the City of Pontiac has experienced a sudden spike in violence. Recent violent activity has caused senseless casualties of innocent Pontiac residents.

The Oakland County Sheriff has done a tremendous job in increasing patrol around the city and apprehending dangerous criminals to reduce violence within our city. However, additional resources are needed to support the reduction of violence in the city.

The Administration, along with a few members of the City Council, recommend implementing the Flock Safety System on a one-year trial basis. Flock Safety System would install seventeen units in various locations throughout the city of Pontiac.

The Flock Safety System is an infrastructure-free automatic license plate recognition (ALPR) camera. This system is unique compared to other ALPR systems. It uses Vehicle Fingerprint technology to transform hours of footage into actionable evidence, even if the vehicle's license plate is not visible.

The Flock Safety System has a proven track record of assisting law enforcement in identifying suspects. It has been instrumental in reducing crime within several cities across the county.

Cities in Michigan that are currently using the Flock Safety System include; Southfield, Warren, Flint, and Wyoming. Neighboring cities such as; Waterford and Farmington Hills are preparing to implement the Flock Safety System in their community.

Implementation of the Flock Safety System would be an added tool our Oakland County Sheriff partners can utilize in identifying suspects and crimes as we work together to make our city safe.

As such, the following the resolution is being presented for your consideration.

Attachment



Resolution to Approve the Implementation the Flock Safety System within the City of Pontiac for a Twelve-Month Trial Period

Whereas, Flock Safety is a company that sells camera-based license plate detection systems to review for owners' outstanding warrants; and

Whereas, The City of Pontiac, the Oakland County Sheriff, and Flock Safety would like to implement a trial of the Flock Safety system in the City of Pontiac; and

Whereas, The Flock Safety systems will be placed in locations in the City right-of-way to be determined collectively between the Sheriff and Flock Safety;

Now, Therefore, the Pontiac City Council authorizes the implementation of the Flock Safety system within the City of Pontiac right-of-way at locations to be determined by the Oakland County Sheriff and Flock Safety for a period of twelve months.

#4

RESOLUTION



PONTIAC CITY COUNCIL RESOLUTION

Expressing Gratitude to Congresswoman Brenda Lawrence and Senator Gary Peters for U.S. Postal Service Legislation

Whereas the United States Postal Service has over 40,000 post offices throughout the country including at 735 W. Huron Street in Pontiac, is the nation's largest civilian employer with over 515,000 career workers, and is the nation's largest employer of military veterans;

Whereas many Pontiac residents and businesses greatly rely on the essential services provided by this important institution, and Pontiac is also home to the United States Postal Service's Michigan Metroplex, a mail processing facility located at 711 N. Glenwood Avenue that is a major employer and a national record-setting facility for processing mail for Michigan and beyond;

Whereas the Postal Service traces its roots to 1775 and predates the signing of the Declaration of Independence, with Benjamin Franklin serving as the first postmaster general in America, and it is currently an independent agency of the United States federal government that is financially self-supporting and covers the majority of their expenses through postage and related products;

Whereas federal legislation enacted in 2006 severely compromised the Postal Service's long-term financial viability, and harmful attempts to privatize or undermine this essential public service have further weakened the agency over the decades, though there have concerted bipartisan efforts at the federal in recent years working to put the Postal Service on a more solid operational foundation;

Whereas Pontiac's Member of Congress, the Honorable Brenda Lawrence of Michigan's 14th Congressional District, has been a leader in the cause of strengthening the United States Postal Service, was a primary sponsor of The Postal Service Reform Act legislation, and has brought to this policy debate her unique perspective of having been an employee of the United States Postal Service for decades prior to her election to federal office;

Whereas Michigan's United States Senator Gary Peters, who was born in Pontiac and previously helped secure the Michigan Metroplex being located in Pontiac while serving as Pontiac's Member of Congress, co-sponsored and shepherded The Postal Service Reform Act through the United States Senate and it came before the Senate Homeland Security and Governmental Affairs Committee that he chairs as the legislation made its way toward passage;

Whereas the Postal Service Reform Act passed the United States House of Representatives on February 8, 2022 with a bipartisan vote of 342 to 92, passed the United States Senate with a bipartisan vote of 79 to 19 on March 8, 2022 and was signed into law by President of the United States Joseph Biden at the White House on April 6, 2022;

Whereas this newly enacted legislation addresses the finances and operations of the United States Postal Service to strengthen this essential public service, resolve the onerous financial burdens imposed by the 2006 legislation, ensure that six day a week delivery of mail continues, and prevents harmful post office and staff reductions and other hindrances to quality postal service;

Whereas Pontiac's Member of Congress Brenda Lawrence and Michigan's United States Senator Gary Peters were rightfully on hand at the White House for the President's bill signing; now,

Therefore, Be It Resolved, the Pontiac City Council, on behalf of the people of Pontiac, Michigan, hereby express our gratitude to Congresswoman Brenda Lawrence and Senator Gary Peters for their leadership, persistence, and invaluable knowledge which helped make the Postal Service Reform Act's successful enactment possible; and further

Resolved, the City Council celebrates the preservation of six day a week delivery of mail, the prevention of other cuts to essential postal services, and we have a renewed sense of optimism about future steps that the Postal Service can take to improve deliveries and other services as a result of the more stable outlook facilitated by this legislation's enactment; and further

Resolved, the City Council celebrates the components of this new law that will bolster employment protections and job security of Postal Service employees, which includes Pontiac residents and those working at the substantial facilities in Pontiac, from the threat of job layoffs or lost future employment opportunities; and further

Resolved, the City Council commends the eleven Members of Michigan's Congressional Delegation who voted in favor of the Postal Service Reform Act, and commends both of Michigan's United States Senators for their favorable votes and leadership in advancing the legislation.

Pontiac City Council ● Pontiac, Michigan ● April 12, 2022

Mike McGuinness, Council President

Mikal Goodman, Councilmember

Brett Nicholson, Councilmember

Melanie Rutherford, Councilmember

William A. Carrington, President Pro Tem

Kathalee James, Councilmember

William Parker, Jr., Councilmember



#5

RESOLUTION



PONTIAC CITY COUNCIL RESOLUTION

Calling for Reestablishment of United States Postal Service Post Office Location in Downtown Pontiac

Whereas the United States Postal Service has over 40,000 post offices throughout the country including at 735 W. Huron Street in Pontiac, is the nation's largest civilian employer with over 515,000 career workers, and is the nation's largest employer of military veterans;

Whereas many Pontiac residents and businesses greatly rely on the essential services provided by this important institution, and Pontiac is also home to the United States Postal Service's Michigan Metroplex, a mail processing facility located at 711 N. Glenwood Avenue that is a major employer and a national record-setting facility for processing mail for Michigan and beyond;

Whereas for generations there was a Post Office location in Pontiac's downtown commercial district, though within the past decade the downtown branch was closed due, in part, to financial difficulties related to the Postal Service's overall structure;

Whereas Pontiac's Member of Congress Brenda Lawrence and Michigan's United States Senator Gary Peters were strong leaders, sponsors, and advocates of the much-needed Postal Service Reform Act on the federal level;

Whereas the Postal Service Reform Act passed the United States House of Representatives on February 8, 2022 with a bipartisan vote of 342 to 92, passed the United States Senate with a bipartisan vote of 79 to 19 on March 8, 2022 and was signed into law by President of the United States Joseph Biden at the White House on April 6, 2022;

Whereas this newly enacted legislation addresses the finances and operations of the United States Postal Service to strengthen this essential public service, resolve the onerous financial burdens imposed by the 2006 legislation, ensure that six day a week delivery of mail continues, and prevents harmful post office and staff reductions and other hindrances to quality postal service;

Whereas it is a priority for the City of Pontiac to strengthen our downtown commercial district and to enhance access for Pontiac residents and businesses to services, resources, and amenities, including those provided by the United States Postal Service at their post office locations; now,

Therefore, Be It Resolved, the Pontiac City Council hereby calls upon the United States Postal Service to pursue the reestablishment of a post office location in the City of Pontiac's downtown commercial district; and further

Resolved, we believe the post office located at 735 W. Huron Street in Pontiac is essential, and services many citizens and businesses beyond just the City of Pontiac, and we are explicit in stating a downtown Pontiac post office location should be reestablished in addition to the maintaining of an open and thriving post office at 735 W. Huron Street in Pontiac; and further

Resolved, the City Council requests that our Member of Congress and Michigan's United States Senators assist the City of Pontiac in advocating for a downtown Pontiac post office location; and further

Resolved, we emphasize our City's gratitude for the presence of the United States Postal Service Michigan Metroplex mail processing and distribution facilities here in the City of Pontiac, and the valuable job opportunities it provides; and further

Resolved, the City Council reiterates our celebration of the Postal Service Reform Act's successful enactment, and our profound gratitude for Congresswoman Brenda Lawrence and Michigan's United States Senator Gary Peters for making the successful legislation's enactment possible; and further

Resolved, we commend the perseverance of the United States Postal Service, their leadership, and their staff through the difficult years of resolving the onerous financial burdens brought about as a result of the previous 2006 enacted legislation.

Pontiac City Council • Pontiac, Michigan • April 12, 2022

Mike McGuinness, Council President

Mikal Goodman, Councilmember

Brett Nicholson, Councilmember

Melanie Rutherford, Councilmember

William A. Carrington, President Pro Tem

Kathalee James, Councilmember

William Parker, Jr., Councilmember



#9

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable City Council President and City Council

FROM: Alexandra Borngesser, Grants

THROUGH: Mayor Tim Greimel

DATE: April 12th, 2022

RE: **Council resolution to approve the Agreement for Local Fiscal Recovery Fund Distribution Between Oakland County and The City of Pontiac**

The Pontiac Skate Park Project was awarded \$250,000 in matching funds from ‘The Skate Park Project’ (formerly known as the Tony Hawk Foundation) for the construction of a free public skate park in addition to \$50,000 to fund project design costs that specifically intend to lessen the environmental impact of the skate park. With the use of these matching funds, the Pontiac Skate Park Project will be able to build a 10,000 square foot concrete skate park in Pontiac by November 2022.

The Pontiac Skate Park Project independently raised \$70,000 in pursuit of \$250,000 in matching funds, and the Oakland County Commission committed half of the matching requirement in the amount of \$125,000, leaving \$55,000 committed by the City of Pontiac in support of this matching grant. With The award from ‘The Skate Park Project,’ the environmental impact award, funds raised by the Pontiac Skate Park Project, the commitment from the Oakland County Board of Commissioners, and the funds allocated by the City of Pontiac, \$550,000 is established in support of this project.

The Agreement for Local Fiscal Recovery Fund Distribution Between Oakland County and The City of Pontiac is a procedural step that allows Oakland County to distribute the aforementioned funds to the City of Pontiac. Legal Counsel to the City advised that Council approval is not required for this agreement, but in the interest of full transparency, the City’s administration is seeking Council approval for this agreement.

RESOLUTION ON FOLLOWING PAGE



Resolution to approve the Agreement for Local Fiscal Recovery Fund Distribution Between Oakland County and The City of Pontiac

WHEREAS, the City of Pontiac passed a resolution supporting the Pontiac Skate Park Project with funds in the amount of \$55,000,

WHEREAS, on December 1, 2021 and at a Board of Commissioners' Economic Development & Infrastructure Committee meeting, the Committee considered and passed a resolution allocating funds dollar for dollar, up to \$125,000.00 matching with any city and other locally raised funds, securing the full match the Skatepark Project made available to Pontiac; and,

WHEREAS, The Pontiac Skatepark Project independently raised \$70,000 in pursuit of \$250,000 in matching funds awarded, the Oakland County Commission committed half of the matching requirement to The City of Pontiac in the amount of \$125,000, and the remaining \$55,000 was committed by the City of Pontiac in support of this matching grant. Following these commitments, contributions continued to be made to the Pontiac Skatepark Project and they raised an additional \$18,000 since the match was secured.

WHEREAS, Oakland County requires an Agreement for Local Fiscal Recovery Fund Distribution Between Oakland County and The City of Pontiac to be executed before they can disburse the aforementioned funds.

WHEREAS, the term of the Agreement ends December 31st, 2022.

NOW THEREFORE, be it resolved that the Pontiac City Council approves the Agreement for Local Fiscal Recovery Fund Distribution Between Oakland County and The City of Pontiac and authorizes Mayor Tim Greimel to execute it.

**AGREEMENT FOR LOCAL FISCAL RECOVERY FUND DISTRIBUTION BETWEEN
OAKLAND COUNTY AND
THE CITY OF PONTIAC**

This Agreement (the "Agreement") is made between Oakland County, a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and the City of Pontiac ("Public Body") 47450 Woodward Avenue, Pontiac, MI 48342. County and Public Body may be referred to individually as a "Party" and jointly as "Parties".

PURPOSE OF AGREEMENT. On March 11, 2021, the President of the United States signed the American Rescue Plan Act of 2021 ("ARPA") into law. Section 9901 of ARPA amended Title VI of the Social Security Act to add section 603, which establishes the Coronavirus Local Fiscal Recovery Fund. Oakland County has been allocated \$244,270,949 in Local Fiscal Recovery Fund ("LFRF") dollars under ARPA.

The United States Department of Treasury has issued an interim final rule, and other guidance for qualified uses of LFRF. Those qualified uses include the type of project as described in Exhibit A. The County has determined that the distribution of funds in accordance with this Agreement is a qualified use of LFRF funds pursuant to the interim rule and other applicable Department of Treasury guidance.

County and Public Body enter into this Agreement pursuant to the Urban Cooperation Act of 1967, 1967 Public Act 7, MCL 124.501 *et seq.*, for the purpose of County distributing a portion of its LFRF funds to Public Body.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows:
 - a. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, Exhibit and attachment.
 - b. **Claims** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against County or Public Body, or for which County or Public Body may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
 - c. **County** means Oakland County, a Municipal and Constitutional Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.
 - d. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.

- e. **Public Body** means the City of Pontiac including, but not limited to, its council, its Board, its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors.
 - f. **Public Body Employee** means any employees, officers, directors, members, managers, trustees, volunteers, attorneys, representatives of Public Body, licensees, concessionaires, contractors, subcontractors, independent contractors, agents, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal, representative or official capacities), and/or any persons acting by, through, under, or in concert with any of the above who use or have access to the funds provided under this Agreement. "Public Body Employee" shall also include any person who was a Public Body Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
2. **GRANT.** Subject to the terms and condition of this Agreement, and in reliance upon the Public Body's affirmations set forth below, the County agrees to make, and the Public Body agrees to accept, the grant funds.
- a. County will distribute \$125,000 in grant funds to Public Body for the project scope which is attached and incorporated into this Agreement as **Exhibit A**. Public Body will receive funding in support of the Pontiac Skatepark Project.
 - b. PUBLIC BODY UNIQUE ENTITY IDENTIFIER (OR DUNS NUMBER): 83147114.
 - c. FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): SLFRP2640
 - d. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER: 21.027
 - e. FEDERAL AWARD DATE: May 28, 2021
 - f. SUBAWARD PERIOD OF PERFORMANCE START AND END DATE: January 11, 2022 through December 31st, 2022.
 - g. AWARD IS NOT FOR RESEARCH & DEVELOPMENT (R&D): Funds cannot be used for research and development related expenditures.
 - h. INDIRECT COST RATE FOR FEDERAL AWARD: Indirect costs are not eligible for this Agreement.
 - i. CONTACT PERSON FOR COUNTY/PASS THROUGH ENTITY: Marcus Pearson.
 - j. DEFINED USE OF FUNDS: All grant funds must be expended in accordance with this Agreement and the guidelines for ARPA funds.
3. **PUBLIC BODY'S RESPONSIBILITIES.**
- a. Public Body's grant match requirements, if any, are detailed in **Exhibit B** attached hereto and incorporated as part of this Agreement.
 - b. Public Body shall submit to Oakland County quarterly reporting on the grant funds including:
 - 1. Project progress report including completion of deliverables included in project scope;
 - 2. Accounting of expenses incurred and grant funds expended; and
 - 3. Any other relevant information or records, to be determined by County.
 - c. Public Body shall submit to Oakland County a final report by the end of the Agreement or within 30 days after final Project completion, whichever date is sooner, on the grant funds including:
 - 1. Project completion report;

2. Full accounting of its expenditure of grant funds;
 3. Certification of its use of grant funds and fulfillment of the terms of the Agreement; and
 4. Any other relevant information or records, to be determined by County.
- d. Public Body shall respond to and be responsible for Freedom of Information Act requests relating to Public Body's records, data, or other information.
 - e. Public Body must comply with any other reporting requirements as may be necessary for accepting the grant funding provided for in this Agreement.

4. **COUNTY'S RESPONSIBILITIES.**

- a. County shall designate in writing a department, individual, or other entity to oversee the reporting requirements set forth in Section 3 above to ensure timely reporting, accurate accounting, and verification of final certification.

5. **PUBLIC BODY AFFIRMATIONS.**

- a. Public Body affirms that any and all representations made to County in connection with its application and this grant were accurate, truthful and complete and remain so. Public Body acknowledges that all representations and information provided have been relied on by the County to provide funding under this Agreement. Public Body shall promptly notify County, in writing, of the occurrence of any event or any material change in circumstances which would make any Public Body representation or information untrue or incorrect or otherwise impair Public Body's ability to fulfill its obligations under this Agreement.
- b. Public Body will comply with any federal, state, or local public health orders or mitigation recommendations regarding the COVID-19 pandemic which are in effect as of the date this Agreement is signed by both Parties.
- c. Public Body may not use grant funds for expenses for which the Public Body has received any other federal funds or emergency COVID-19 supplemental funding, whether it be state, federal, or private in nature, for the same expense. No portion of grant funds may be used for the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized by law. Public Body shall promptly notify County if it receives insurance proceeds or other disaster assistance (public or private) that duplicates the funding received under this Agreement. Grant funds may not be used to cover expenses that were reimbursed by insurance.
- d. Public Body shall not carry out any activities under this Agreement that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and in accordance with Section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 132 Stat. 3442), which amended Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155). If the Public Body receives duplicate benefits from another source for projects related to this disaster, the Public Body must refund the benefits provided by the County to the County. Duplication of benefits occurs when Federal financial assistance is provided to a person or entity through a program to address losses resulting from a Federally-declared emergency or disaster, and the person or entity has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source (including insurance), and the total amount received exceeds the total need for those costs.

- e. Public Body shall use all grant funds it receives under this Agreement by December 31st, 2022. Any grant funds not used by that date must be returned to County.
 - f. Public Body understands that the grant funds it receives under this Agreement are a subaward of County's LFRF funds, and that County is required to manage and monitor any subrecipient of LFRF funds. Therefore, Public Body agrees to comply with any subrecipient monitoring requirements established by County or by Federal law.
6. **REPAYMENT REMEDIES.** Public Body is subject to repayment to the County of an amount equal to the grant funds received by Public Body in the event Public Body has made material misrepresentations to the County in its application, voluntary bankruptcy or insolvency proceeding are commenced against the Public Body and not set aside within sixty (60) days, or the Public Body fails to otherwise comply with the requirements of this Agreement. In the event County later determines the information Public Body provided in conjunction with this Agreement, or that Public Body was ineligible for the grant funds, or that Public Body's use of the grant funds following receipt was contrary to this Agreement, Public Body agrees to repay the grant funds to County in full. County further retains all rights and remedies allowed in law or equity, including seeking payment of its reasonable costs and expenses incurred enforcing its rights and remedies.
7. **TAX LIABILITY.** County and Public Body agree that to the extent that any part of the aforementioned funds are deemed to be taxable, that Public Body agrees to be fully responsible for the payment of any taxes, including withholding payments, social security, or other funds which are required to be withheld. Public Body agrees to provide County with all information and cooperation necessary to execute a completed 1099-G form; which County will file with the United States Internal Revenue Service. Public Body acknowledges that Public Body will consult with a tax professional regarding the tax implications, if any, of the grant funds, and/or hereby waives the option to do so. Public Body further agrees to indemnify and hold County harmless for the payment of any tax or withholding payments, including any penalty assessed it may owe under this Agreement.
8. **CONFLICT OF INTEREST.** Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.301, *et seq.* and MCL 15.321, *et seq.*), to avoid any real or perceived conflict of interest, Public Body shall disclose to County the identity of all Public Body Employees and all relatives of Public Body Employees who: a) are employed by the County or are elected or appointed officials of the County, on the date this Agreement is executed; and b) becomes employed or appointed by the County or becomes an elected official of County during the term of the Agreement.
9. **ACCESS TO RECORDS AND AUDIT.** Payments from ARPA funds are subject to 2 C.F.R. 200.303 regarding internal controls, 2 C.F.R. 200.331-333 regarding subrecipient monitoring and management, and 2 C.F.R. Part 200 Subpart F regarding audit requirements. Where applicable, these requirements are considered legally binding and enforceable under this Agreement. Oakland County reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs, withholding of funds or recoupment as may be necessary to satisfy requirements. Subawards or subcontracts, if any, shall contain a provision making them subject to all of the provisions in this Agreement.

Public Body shall maintain all records pertinent to the Agreement and any amendments, including backup copies, for a period of five (5) years. The records shall be kept in accordance with generally accepted accounting practices, utilize adequate internal controls and shall maintain necessary documentation for all costs incurred, including documentation and an inventory of all equipment purchased with grant funds. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the

United States or the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In addition to County, the U.S. Department of Treasury, or their authorized representatives, shall be provided the right to audit all records pertaining to the expenditure and use of grant funds. All records with respect to any matters covered by this Agreement shall be made available to County, the Federal awarding agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Public Body within 30 days after receipt by the Public Body. Failure of Public Body to comply with the audit requirements will constitute a violation of this Agreement.

Fund payments are considered “other federal financial assistance” under Title 2 C.F.R. 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”) and are subject to the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507 or program specific audit pursuant to 2 C.F.R. 200.501(a) when Public Body spends \$750,000 or more in federal awards during their fiscal year.

Fund payments are subject to 2 C.F.R. 200.303 regarding internal controls. Subrecipient must establish and maintain effective internal control over the Federal award that provides reasonable assurance that the Subrecipient is managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the award.

Fund payments are subject to 2 C.F.R. 200.330 through 200.332 regarding Public Body monitoring and management. Fund payments are subject to Subpart F regarding audit requirements. Failure of Public Body to comply with the audit requirements will constitute a violation of this Agreement. Public Body may be required to submit a copy of that audit to the County in accordance with the Uniform Guidance.

10. **COMPLIANCE WITH LAWS.** Public Body shall comply with all federal, state, and local laws, statutes, ordinances, regulations, and all requirements applicable to its activities under the Agreement and grant. This includes the following:
 - a. Public Body must comply with 2 C.F.R. 200.303(e) and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. 200.82, and other information County designates as sensitive or the Public Body considers sensitive consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.
 - b. Public Body must comply with 2 C.F.R. 200.322 if it is passing through grant funds/issuing subawards to other entities.
 - c. Public Body must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements. Public Body will not pass-through grant funds to an entity listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov.
 - d. Public Body must register at sam.gov.
 - e. Public Body must comply with Title VI of the Civil Rights Act of 1964, and any implementing regulations, which prohibits entities receiving Federal financial assistance from excluding from a

program or activity, denying benefits or services, or otherwise discriminating against a person on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity). All applicable U.S. Department of Treasury Title VI regulations are incorporated into this Agreement and made a part of this Agreement.

11. DURATION OF INTERLOCAL AGREEMENT.

- a. This Agreement shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party. The approval and terms of this Agreement shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State.
- b. This Agreement shall remain in effect until December 31st, 2022, or until cancelled or terminated by any of the Parties pursuant to the terms of the Agreement. Public Body shall comply with the record keeping, reporting, audit response, and fund return requirements of this Agreement after the termination of this Agreement.

12. ASSURANCES.

- a. **Responsibility for Claims.** Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.
- b. **Responsibility for Attorney Fees and Costs.** Except as provided for in Sections 7 and 14, in any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.
- c. **No Indemnification.** Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
- d. **Costs, Fines, and Fees for Noncompliance.** Public Body shall be solely responsible for all costs, fines and fees associated with any misuse of the the grant funds and/or for noncompliance with this Agreement by Pubic Body Employees.
- e. **Reservation of Rights.** This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.
- f. **Authorization and Completion of Agreement.** The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

13. TERMINATION OR CANCELLATION OF AGREEMENT.

- a. County may terminate or cancel this Agreement at any time if it determines that Public Body has expended the grant funds in violation of ARPA requirements or this Agreement. If County terminates or cancels this Agreement, Public Body shall be liable to repay County the amount of money expended in violation of ARPA requirements or this Agreement. County may utilize the provisions in Section 14 to recoup the amount of money owed to County by Public Body.

- b. Public Body may terminate or cancel this Agreement at any time. If Public Body terminates or cancels this Agreement, it shall immediately return to County any and all grant funds it has already received.
- c. If either Party terminates or cancels this Agreement they shall provide written notice to the other Party in the manner described in Section 21.

14. SETOFF OR RETENTION OF FUNDS

- a. In any case where Public Body is required to return an amount of money to County under this Agreement, Public Body agrees that unless expressly prohibited by law, County or the Oakland County Treasurer, at their sole option, shall be entitled to set off from any other Public Body funds that are in County's possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund ("DTRF"), if applicable. Any setoff or retention of funds by County shall be deemed a voluntary assignment of the amount by Public Body to County. Public Body waives any Claims against County or its Officials for any acts related specifically to County's offsetting or retaining of such amounts. This paragraph shall not limit Public Body's legal right to dispute whether the underlying amount retained by County was actually due and owing under this Agreement.
- b. Nothing in this Section shall operate to limit County's right to pursue or exercise any other legal rights or remedies under this Agreement or at law against Public Body to secure payment of amounts due to County under this Agreement. The remedies in this Section shall be available to County on an ongoing and successive basis if Public Body becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if County pursues any legal action in any court to secure its payment under this Agreement, Public Body agrees to pay all costs and expenses, including attorney fees and court costs, incurred by County in the collection of any amount owed by Public Body.

15. **DELEGATION OR ASSIGNMENT.** Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.

16. **NO THIRD-PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.

17. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

18. **SEVERABILITY.** If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.

19. **PRECEDENCE OF DOCUMENTS.** In the event of a conflict between the terms and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms and conditions.

20. **CAPTIONS.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
21. **NOTICES.** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.
- a. If Notice is sent to County, it shall be addressed and sent to: Oakland County Executive, 2100 Pontiac Lake Rd., Waterford, MI, 48328, and the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, MI, 48341.
 - b. If Notice is sent to Public Body, it shall be addressed to: Alexandra Borngesser, Grants Manager, 47450 Woodward Avenue, Pontiac, MI 48342
22. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.
23. **SURVIVAL OF TERMS.** The Parties understand and agree that all terms and conditions of this Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.
24. **ENTIRE AGREEMENT.**
- a. This Agreement represents the entire agreement and understanding between the Parties regarding the grant funds, and supersedes all other oral or written agreements between the Parties.
 - b. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, Mayor Tim Greimel hereby acknowledges that he/she has been authorized by a resolution of the City of Pontiac, a certified copy of which is attached, to execute this Agreement on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Agreement.

EXECUTED: _____
Mayor Tim Greimel, The City of Pontiac

DATE: _____

WITNESSED: _____
Alexandra Borngesser, The City of Pontiac

DATE: _____

IN WITNESS WHEREOF, David Woodward, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Agreement on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

EXECUTED: _____
David Woodward, Chairperson
Oakland County Board of Commissioners

DATE: _____

WITNESSED: _____
Oakland County Board of Commissioners
County of Oakland

DATE: _____

EXHIBIT A

EXHIBIT B

Resolution of the Pontiac City Council



22-20 **Resolution to approve the budget amendment for Fiscal Year 2021-2022 Budget, transferring \$55,000 out of the General Fund Balance GL account 101-101-804.000 – Legal Services and \$55,000 is transferred into the Capital Improvement Fund, GL account 445-265-976.01 – Building Additions & Improvements to support the Pontiac Skate Park Project. Moved by Councilperson Rutherford and second by Councilperson Carrington.**

WHEREAS, the City of Pontiac passed a resolution supporting the Pontiac Skate Project allocating \$180,000.00 from the Capital Improvement Fund; and,
WHEREAS, the funds Council approved for the allocation were to come out of the appropriations for the current year FY 2021-22 from the Capital Improvement Fund GL account 445-265-976.001; and,
WHEREAS, at the direction of the Administration, a budget amendment was proposed to replace the funds back into the Capital Improvement Fund; and,
WHEREAS, subsequently, in a letter dated November 23, 2021, addressed to Mayor Waterman from the Oakland County Board of Commissioners, the Board of Commissioners expressed their interest to partner on the construction of the new skate park as part of the Skatepark Project (formerly the Tony Hawk Foundation) matching grant initiative (*letter attached*); and,
WHEREAS, on December 1, 2021 and at a Board of Commissioners' Economic Development & Infrastructure Committee meeting, the Committee considered and passed a resolution allocating funds dollar for dollar, up to **\$125,000.00** matching with any city and other locally raised funds, securing the full match the Skatepark Project made available to Pontiac; and,
WHEREAS, due to the recent change of events and as a consequence of the delightful **\$125,000.00** commitment from Oakland County to the Skate Park Project, the City of Pontiac's matching obligation has been substantially reduced to **\$55,000.00**; and,
WHEREAS, to fund the current appropriation, **\$55,000.00** is to be transferred out of the General Fund Balance GL account 101-101-804.000- Legal Services into the Capital Improvement Fund; and,
WHEREAS, to date, the City of Pontiac has not advanced or submitted any payments on behalf of the Project. NOW THEREFORE BE IT RESOLVED that the City Council approves the budget amendment for Fiscal Year 2021-22 Budget, transferring **\$55,000.00** out of the General Fund Balance GL account 101-101-804.000- Legal Services and **\$55,000.00** is transferred into the Capital Improvement Fund, GL account 445-265-976.01- Building Additions & Improvements,

Ayes: Parker, Rutherford, Carrington, Goodman, James, McGuinness and Nicholson

No: None

Resolution Passed

I, Garland S. Doyle, Interim City Clerk of the City of Pontiac, hereby certify that the above Resolution is a true and accurate copy of the Resolution passed by the City Council of the City of Pontiac on January 11, 2022.



Handwritten signature of Garland S. Doyle in black ink.

GARLAND S. DOYLE, Interim City Clerk

#10

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable City Council President and City Council

FROM: Alexandra Borngesser, Grants

THROUGH: Mayor Tim Greimel

DATE: April 12th, 2022

RE: **Council resolution to approve the Extension Addendum to the KABOOM Play Everywhere Challenge Grant Agreement**

In 2019 the City of Pontiac was awarded \$56,500 to execute a grant funded project in Hidden River Plaza with Funding from the “KABOOM! Play Everywhere Challenge.” On July 2nd, 2019 the Pontiac City Council voted to accept the funds and permit former Mayor Deirdre Waterman to execute the grant agreement. The terms of this agreement have since expired and the funder has kindly extended the grant term and has provided an extension addendum with a completion date of July 1st, 2022.

The extension addendum between KABOOM! Play Everywhere and The City of Pontiac is a procedural step that allows the City of Pontiac to continue to execute the deliverables of the original agreement. Legal Counsel to the City has advised that Council approval is not required for this agreement, in the interested of full transparency, City’s administration is seeking Council approval for this agreement.

RESOLUTION ON FOLLOWING PAGE



Resolution to approve the Extension Addendum to the KABOOM Play Everywhere Challenge Grant Agreement

WHEREAS, in 2019 the City of Pontiac was awarded \$56,500 to execute a grant funded project in Hidden River Plaza with Funding from the “KABOOM! Play Everywhere Challenge.”

WHEREAS, On July 2nd, 2019 the Pontiac City Council voted to accept the funds and permit the City to execute the grant agreement.

WHEREAS, the terms of this agreement have since expired and the funder has kindly extended the grant term and has provided an extension addendum with a completion date of July 1st, 2022.

WHEREAS, the extension addendum between KABOOM! Play Everywhere and The City of Pontiac is a procedural step that allows the City of Pontiac to continue to execute the deliverables of the original agreement.

NOW THEREFORE, be it resolved that the Pontiac City Council approves the Extension Addendum between KABOOM! Play Everywhere and The City of Pontiac and authorizes Mayor Tim Greimel to execute it.



February 10, 2022

City of Pontiac
47450 Woodward Ave
Pontiac, MI 48342

To whom it may concern:

Reference is made to the Play Everywhere Challenge: Grant Recipient Agreement, dated as of July 1, 2019 (as amended, the "Agreement").

In event of any inconsistencies in the terms, provisions and conditions of the Agreement and this Addendum, the terms, provisions and conditions of the Addendum shall govern. Capitalized terms used and not otherwise defined in this Addendum shall have the respective meanings ascribed to them in the Agreement.

This addendum confirms the revision of section 2a to read as follows:

- The term of the Grant shall be extended. The final day on which the project will be constructed and fully completed must be on or before June 30, 2022.

Except as modified hereby, all other terms of the Agreement remain in full force in effect. Please confirm that the foregoing is in accordance with your understanding of our agreement by signing and returning to us a copy of this letter.

Very truly yours,
KABOOM!, INC.

By: _____

Name:

Title:

AGREED AND ACKNOWLEDGED
(as of the date indicated above):

By: _____

Name: Mayor Tim Greimel

Title: Mayor, City of Pontiac

Spaces to play.
Sparks for Change.

PLAY EVERYWHERE CHALLENGE: GRANT RECIPIENT AGREEMENT

The Play Everywhere Challenge ("Challenge") funded with support provided by the Ralph C. Wilson, Jr. Foundation ("Funding Partner") from the Built to Play Fund, is a call for ideas organized by KaBOOM!, Inc., a District of Columbia non-profit corporation ("KaBOOM!"), designed to help uncover the best replicable, scalable innovations in city redevelopment and design that will make play easy, available and fun for all kids and families. It is an opportunity to reimagine what and where a playspace is and can be.

As a condition of receiving the Grant, the Grant Recipient, and if applicable, the Fiscal Sponsor collectively, hereby agree to the following:

1. USE OF FUNDS

a. The Grant Recipient will use the Grant to support the specific project described in the written application (the "Application") submitted to KaBOOM! by the Grant Recipient in connection with the Challenge (the "Purpose"). The Grant Recipient, through the Fiscal Sponsor shall, within 30 days after written notice from KaBOOM!, remit any portion of the Grant that KaBOOM!, in its sole discretion, has determined was used in violation of the Agreement, including but not limited to the parameters below, or was not used for the Purpose; provided, that prior to any such remittance by the Grant Recipient, KaBOOM! may, in its sole discretion, provide the Grant Recipient with a reasonable opportunity to cure the purported violation.

The Grant Recipient may not use any portion of the Grant for any of the following: to operate itself in any manner that is not exclusively related to the Purpose; for unreasonable administrative expenses or for other excessive expenses; to engage in any illegal, fraudulent or morally reprehensible (as determined by KaBOOM! and its supporting sponsors' sole discretion) behavior.

b. The Grant Recipient undertakes the project supported by the Grant funds on its own behalf and not on behalf of KaBOOM! or its Funding Partner, and the Grant shall in no way be construed as creating the relationship of principal and agent, of partnership or of joint venture as between KaBOOM! or its Funding Partner and the Grant Recipient or any other person involved in the project. By accepting the Grant, the Grant Recipient acknowledges that neither KaBOOM! nor its Funding Partner nor their affiliates, nor their respective officers, directors, employees or agents shall be liable for any acts, omissions, errors, injuries or damages, whether direct, indirect, incidental or consequential, associated with the use of the Grant or the Purpose.

c. The Grant Recipient shall accept the Grant and be the owner of the project funded thereby in its entirety and shall be responsible for all liability arising out of or otherwise relating to the ownership, use, maintenance and repair of anything related to the Grant.

2. THE TERM OF THE GRANT

a. The term of the Grant (the "Initial Term") commences on July 15, 2019 and continues through June 30, 2020. In the event the project is not completed by the end of the Initial Term or, any unused portion of the Grant exists at the end of the Initial Term, the Grant Recipient must notify KaBOOM! in writing within 30 days of the end of the Initial Term to request a 30-day extension on the same terms and conditions as the Agreement (the "Extension"). Except as set forth in this Section 2(a), promptly upon written notice from KaBOOM!, the Grant Recipient through the Fiscal Sponsor shall return any unused portion of the Grant at the end of the Initial Term or the Extension, if applicable.

b. If the Agreement is not signed by the Grant Recipient and Fiscal Sponsor and evidence of liability as required in Clause 10 below and returned to KaBOOM! by June 28, 2019 by the Grant Recipient, the Agreement will be deemed null and void.

c. The Grant Recipient is and shall remain in full compliance and agree to be bound by the terms of The Play Everywhere Challenge Official Rules and Conditions.

3. PAYMENT OF THE GRANT

a. The grant ("Grant") can only be paid to qualifying entities that are registered United States 501(c)(3) public charities, government agencies, schools, and tribal entities. If Grant Recipient is not a qualifying entity, they must partner with a Fiscal Sponsor and confirm that, under the United States Internal Revenue Code of 1986, the Fiscal Sponsor is exempt from federal income tax under section 501(c)(3) or is a school, municipality, or tribal entity.

b. Subject to the conditions set forth herein, KaBOOM! will pay the Grant Recipient, or if applicable, the Fiscal Sponsor in one (1) installment equal to the Grant within 15 days after receiving a fully executed copy of the Agreement signed by an authorized person of the board/staff of the Grant Recipient and Fiscal Sponsor to accept the Grant on the terms and conditions set forth herein.

4. TAX STATUS

If applicable, the Grant Recipient has partnered with a Fiscal Sponsor and confirms that, under the United States Internal Revenue Code of 1986, the Fiscal Sponsor is exempt from federal income tax under section 501(c)(3) or is a school, municipality, or tribal entity. The Grant Recipient agrees to advise KaBOOM! immediately if there is any change in the Fiscal Sponsor's status during the Initial Term or the Extension, as applicable.

5. REPORTING

The Grant Recipient agrees to provide (a) interim reports as needed during the Initial Term and, if applicable, during the Extension, (b) a final report to KaBOOM!, using the final report format provided, no later than 30 days from the installation date, which includes: describing the goals and outcomes achieved to date, challenges and lessons learned, collaboration with external organizations, number of volunteers who assisted with project implementation, actual expenditures reported as of the date of the report against the approved line item budget, per budget form provided; and a maintenance plan detailing how the project will be maintained after the term of the grant.

6. RIGHT TO EVALUATION

KaBOOM! has the right to evaluate the Grant Recipients project and grant expenditures through the services of an evaluation agency (the "Evaluation Agency") during the Initial Term, the Extension, and for up to four years after the Initial Term or Extension of the project, if applicable, at no extra cost to the Grant Recipient. The Evaluation Agency shall provide reasonable notice to the Grant Recipient of any proposed evaluation and its evaluation activities will not unreasonably interfere with Grant Recipients normal operation of business. The Grant Recipient shall afford to the Evaluation Agency reasonable access, during normal business hours, to all of its properties, books, and records, and all other information concerning the Grant Recipient's business, properties and personnel as the Evaluation Agency may reasonably request; however, in no event will the Grant Recipient be required to furnish the Evaluation Agency with any confidential documents or information.

7. GRANT ANNOUNCEMENTS; PUBLIC REPORTS AND USE OF KaBOOM! NAME AND LOGO

a. KaBOOM! and its Funding Partner may include information about the Challenge and the Grant Recipient in its periodic reports and may make information about the Challenge and the Grant Recipient public at any time on its web page and as part of press releases, public reports, speeches, newsletters, and other public documents. The Grant Recipient may include the KaBOOM! name on lists of the Grant Recipient's funders, contributors and/or supporters (the "Grant Recipient Contributor Lists"), and that in each instance in which the Grant Recipient discloses the KaBOOM! name, it shall refer to KaBOOM! as "KaBOOM!" and not by any other name or variation of that name. The Grant Recipient Contributor Lists may include information about the amount of the Grant, and the goals of the Challenge.

b. Grant Recipient shall not use the name, logo or trademarks of KaBOOM! or its Funding Partner or otherwise refer KaBOOM! or its Funding Partner in any capacity without the prior written consent of KaBOOM! or its Funding Partner, as applicable.

8. FUNDER RECOGNITION

If requested by KaBOOM!, Grant Recipient will recognize KaBOOM! and its Funding Partner (including name and logo) in any media announcements issued by the Grant Recipient concerning the Grant and the Purpose and will permit representatives of KaBOOM! and/or its Funding Partner to participate in site unveiling events, including by wearing branded clothing and posting banners with their name and logo at the site.

9. REQUESTS FROM KaBOOM!

KaBOOM! and its Funding Partner may also from time to time request site visits of Grant Recipient's operations, with appropriate lead-time and planning. The intent of such visits will be to view the progress of the project included in the Purpose. Except as otherwise provided in this Agreement, permitting such site visits is neither mandatory nor a condition of the Grant.

10. LIABILITY INSURANCE

The Grant Recipient represents and warrants to KaBOOM! that they are a self-insured entity or hold commercial general liability insurance with coverage in an amount not less than one million dollars (\$1,000,000) per occurrence during (1) the Initial Term and the Extension and, (2) at minimum up to four years or the life of the project. Upon request, the Grant Recipient shall provide evidence of such insurance to KaBOOM! and must include KaBOOM! and Ralph C. Wilson, Jr. Foundation as additional insured.

11. WARRANTY AND INDEMNITY

The Grant Recipient represents and warrants that the Application is its original work and, as such, the Grant Recipient is the sole and exclusive owner and rights holder of the submitted Application and that it has the right to submit the Application in the Challenge and grant all required licenses. The Grant Recipient further represents and warrants that the Application does not (1) infringe any third party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including, without limitation, copyright, trademark, patent, trade secret, privacy, publicity or confidentiality obligations; or (2) otherwise violates applicable state, federal or local laws. By accepting the Grant, the Grant Recipient acknowledges that neither KaBOOM! nor its Funding Partner nor their respective subsidiaries and affiliates, and their officers, directors, employees or agents shall be liable for any acts, omissions, injuries, errors or damages, whether direct, indirect, incidental or consequential, associated with the use of the Grant. The Grant Recipient irrevocably and unconditionally agrees, to the fullest extent

permitted by law, to defend, indemnify, and hold harmless KaBOOM!, its Funding Partner, their respective subsidiaries and affiliates, and their respective officers, directors, employees and agents, from and against any and all losses, liabilities, investigations, inquiries, claims, suits or damages (including incidental, consequential, special and punitive damages) and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of the Grant Recipient, its employees, or agents, in applying for or accepting the Grant, in expending or applying funds furnished pursuant to the Grant or in carrying out the Purpose, except to the extent arising from the gross negligence or willful misconduct of KaBOOM!, its Funding Partner or their respective subsidiaries and affiliates, and their respective officers, directors, employees or agents. The provision of this section 11 shall survive the termination or expiration of the Agreement.

12. MISCELLANEOUS

The Agreement constitutes the entire agreement between KaBOOM! and the Grant Recipient and supersedes any prior oral or written agreements or communications between the parties regarding the subject matter herein. The Agreement may not be amended, modified or supplemented in any manner, except by a written amendment hereto signed by an authorized signatory of both parties. No failure or delay of either party in exercising any right or remedy hereunder shall operate as a waiver thereof; any such waiver shall be valid only if set forth in writing by such party. All notices and other communications hereunder shall be in writing and delivered to the addresses set forth on the signature pages. The Agreement and all disputes or controversies arising out of or relating to the Agreement or contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the District of Columbia. Neither the Agreement nor any of the rights, interests or obligations hereunder, may be assigned, in whole or part, by operation of law or otherwise, by either party without the prior written consent of the other party. Subject to the preceding sentence, the Agreement will be binding upon the parties and their respective successors and assigns. If any provision or portion of any provision of the Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law, such invalidity, illegality or unenforceability shall not affect any other provision hereof. The Agreement may be executed in counterparts, including by facsimile or PDF (which shall constitute an original), all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, KaBOOM!, the Grant Recipient, and Fiscal Sponsor have caused this Agreement to be executed as of the date first written above by their authorized signatories.

Please return a signed copy of this Grant Letter electronically to dmortensen@kaboom.org

Prize funds can only be paid to qualifying entities that are registered United States 501(c)(3) public charities, government agencies, schools, and tribal entities. If Grant Recipient is not a qualifying entity, they must partner with a Fiscal Sponsor and confirms that, under the United States Internal Revenue Code of 1986, the Fiscal Sponsor is exempt from federal income tax under section 501(c)(3) or is a school, municipality, or tribal entity.

Good Fun & Sound Abounds Downtown

		\$	56,500.00
Play Everywhere Project Title		Grant Amount Awarded	
City of Pontiac		Mayor	
Qualifying Entity Organization Name		Authorized Signatory Job Title	
<i>Deirdre Waterman</i>		July 8, 2019	Dr. Deirdre Waterman
Authorized Signature for Qualifying Entity		Date	Printed Name
(248) 758-3050			arlley@pontiac.mi.us
Phone Number		E-mail Address	
47450 Woodward Avenue	Pontiac	MI	48341
Mailing Address	City	State	Zip
38-6005034		Municipal Government	
Federal Tax ID # (9 Digit EIN)	Non-profit Status (e.g.501(c)(3))		

Grant Recipient (If applying with Fiscal Sponsor)

Authorized Signature	Date	Printed Name	
Authorized Signature Title	Organization Name		
Phone Number	E-mail Address		
Mailing Address	City	State	Zip

KaBOOM! CFO	Date	George T. Megas
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KaBOOM! 4301 Connecticut Ave. NW Suite ML-1 Washington DC 20008

Pontiac City Council Resolution



19-331 **Resolution to authorize the Mayor to submit and execute the "KaBOOM! Play Everywhere Challenge" grant agreement in the amount of \$56,500.00 for the Good Fun & Sound Abounds Downtown Project. Moved by Councilperson Woodward and second by Councilperson Taylor-Burks.**

Whereas, the City of Pontiac has been given preliminary notice of award of a donation grant from KaBOOM! in the amount of \$56,500 for the Good Fun & Sound Abounds Downtown project, and

Whereas, KaBOOM! is a national non-profit organization dedicated to ensuring that all kids get a childhood filled with the balanced and active play needed to thrive, and

Whereas, KaBOOM! Facilities projects through the Play Everywhere Challenge grant program to introduce elements of play in unconventional spaces, and

Whereas, the City of Pontiac desires to accept and such grants which may be awarded to the City.

Now, Therefore, Be It Resolved that the Pontiac City Council hereby authorize participation in the KaBOOM! Play Everywhere Challenge and on behalf of the City of Pontiac, authorizes Mayor Deirdre Waterman to provide this resolution indicating its approval to KaBOOM! and to submit and execute documents requested by KaBOOM! Relating to the Play Everywhere Challenge grant requirements.

Ayes: Taylor-Burks, Waterman, Williams and Woodward

No: None

Resolution Passed.

Adopted by Council 7-2-19
Forwarded to Mayor 7-5-19
Vetoed by Mayor _____
Written Statement Received _____
Forwarded to the Clerk _____

#11

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable City Council President and City Council

FROM: Alexandra Borngesser, Grants

THROUGH: Mayor Tim Greimel

DATE: April 12th, 2022

RE: **Council resolution to approve the Memorandum of Understanding between the City of Pontiac and grants advisors Phillip Clay and Ghebre Mehreteab funded in full by the Ballmer Group**

In 2020, the City of Pontiac was awarded and accepted \$100,000 from the Community Foundation for Southeast Michigan to begin to establish a centralized grant management system. Key deliverables of this project included (1) to hire a consulting team to conduct an assessment of the City of Pontiac, (2) identify the type of grants the City of Pontiac needs in order to meet its goals and civic responsibilities, (3) determine the required criteria for grants pursued by the City of Pontiac, and (4) build out a strategic plan that includes a list of grants to pursue, the resources required to pursue grants as the primary administrator, and best practices and processes for grant management throughout a grant's full lifecycle.

To commence this project, the City of Pontiac engaged with a team of consultants. The City worked with Baker Tilly whose statement of work included conducting a current state assessment, building a standard operating procedure for grants management, building a training curriculum, conducting a cost benefit analysis, and establishing a funding pursuit plan. The city, in partnership with Baker Tilly, has completed all of the aforementioned projects with the understanding that they will require maintenance and upkeep as the capacity of the City evolves.

The City of Pontiac also engaged philanthropic advisors, Dr. Phillip Clay and Ghebre Mehreteab. This team has experience successfully conducting similar work assessing criteria for municipalities to pursue and manage both federal and national non-profit grant funding sources and for building organizations to advance community planning and development; notably advising on the establishment of the City of Detroit Central Grant Management Systems. Dr. Clay and Mr. Mehreteab worked in collaboration with the City of Pontiac to guide and inform the work of Baker Tilly. They then used the tools created by Baker Tilly to advise on the establishment of a grants department within the City of Pontiac. Our advisors reviewed and assessed the capacity of the City of Pontiac resources, staffing, and programs, established

recommendations for operational infrastructure, and, through interviews with City of Pontiac leadership, have built a funding pursuit plan for funding sources. At the same time, the advisors interviewed key foundation and corporate funders and assessed, with the City of Pontiac, how best to take advantage of current funding opportunities.

Together, with the help of trusted consultants and advisors, this endeavor was successful and is on prosperous path forward. The following items were delivered at the end of the term (1) current state assessment, (2) 9 grant management training modules, (3) a funding pursuit plan for calendar year 2022, (4) a tiered implementation plan, (5) standard operating procedures and work flows, (6) grant managements tools such as project tracking templates and budget templates, and (7) a cost benefit analysis.

This program was the most important and vital first step for the City of Pontiac to build a strong, effective, aggressive, and meticulous Grants Department. Grant funds awarded to the city through the work and diligence of the department will fund continued overhead and operational expenses for the department itself. The expertise of a Development and Grants Department will ensure (1) compliance on all grant awards, (2) meticulous management of all grant related programs and projects, and (3) a reliable and trustworthy community ally for both federal and non-profit funding partners. The work facilitated through grants management will have a tremendous impact on the standard of living, safety, and prosperity of the Pontiac community. The success of this project can be observed through the new administration's recommendation to include a number of grant related items in the 2022/2023 FY budget and the City Council Resolution that passed on March 1st, 2022 supporting this effort.

At the completion of the aforementioned grant funded work, the City was presented with the opportunity to continue to work with Phillip Clay and Ghebre Mehreteab. This arrangement is fully funded by the Ballmer Group and no funds are expected to come from the City. The focus of this work together is as follows: (1) advise on the creation of a Centralized Grant Management System responsible for compliance, securing public and private funds, (2) advise in recruiting high caliber staff and train current city staff members regarding grants management, (3) advise the city in securing private financing from foundations and corporations, and (4) assist the city in developing relationships with foundations and corporations with the goal of equipping the City of Pontiac's team to be self-sufficient in managing relationships by the end of the MOU term.

The Memorandum of Understanding was previously signed by Deirdre Waterman at the end of 2021. Legal Counsel for the City has advised that approval by Council is likely not required for this contract because no City funds are being used to pay the consultants. However, in the interest of full disclosure, the City's administration is seeking Council approval.

RESOLUTION ON FOLLOWING PAGE



Resolution to approve the Memorandum of Understanding between the City of Pontiac and grants advisors Phillip Clay and Ghebre Mehreteab funded in full by the Ballmer Group

WHEREAS, the City of Pontiac previously worked with Dr. Phillip Clay and Ghebre Mehreteab through grant work funded by the Community Foundation for Southeast Michigan, and;

WHEREAS, the City has the opportunity to continue working with Dr. Phillip Clay and Ghebre Mehreteab for the remainder of 2022, and;

WHEREAS, the advisory services of Dr. Phillip Clay and Ghebre Mehreteab will be fully funded by the Ballmer Group and no funds are expected to come from the City, and;

WHEREAS, The focus of this work together is as follows: (1) advise on the creation of a Centralized Grant Management System responsible for compliance, securing public and private funds, (2) advise in recruiting high caliber staff and train current city staff members regarding grants management, (3) advise the city in securing private financing from foundations and corporations, and (4) assist the city in developing relationships with foundations and corporations with the goal of equipping the City of Pontiac's team to be self-sufficient in managing relationships by the end of the MOU term.

WHEREAS, the term of the memorandum of understanding between the City and the advisors will end on December 15th, 2022.

NOW THEREFORE, be it resolved that the City Council approves the Memorandum of Understanding and authorizes Mayor Tim Greimel to execute the Memorandum of Understanding between the City and Dr. Phillip Clay and Ghebre Mehreteab for advisory services funded by the Ballmer Group.

ADVISORY SERVICE AGREEMENT

Agreement (this "Agreement") made as of November 11, 2021, by and between GSM Advisors LLC, whose team are Phillip Clay and Ghebre Selassie Mehreteab, ("The Advisors"), and the City of Pontiac and its designated departments. The City of Pontiac and The Advisors, when referred to collectively, shall be the "Parties."

RECITALS

WHEREAS the City of Pontiac is conducting an assessment of criteria and resources required and necessary to be the primary administrator for federal grants and also respond to philanthropic grants from foundations and other sources.

WHEREAS the City of Pontiac in determining resources and processes needed to manage grants from various philanthropic sources, the public sector and aims to frame a development strategy and create its own staffing and infrastructure for grant procurement, management, and reporting.

WHEREAS Phillip Clay, a professor at MIT with experience working on project in Detroit and other cities. Gabe Mehreteab has been working in Detroit since February 2010 as a senior advisor to the Ford Foundation, CFSEM, as well as with the Detroit Chief Financial Officer and the Emergency Financial Manager. Attachment A.

WHEREAS The Ballmer Croup Philanthropy will cover the cost of the Advisors and no funds are expected to come from the City of Pontiac.

WHEREAS the City of Pontiac wishes to continue the consulting services of the Advisors from December 15, 2021, to December 15, 2022.

NOW THEREFORE, The City of Pontiac hereby retains the services of the Advisors under the following terms and conditions.

1. **TERM OF AGREEMENT** – This Agreement shall begin on December 15, 2021 and terminate on December 15, 2022.
2. **SCOPE OF WORK**
 - Advise on the creation of a Centralized Grant Management System responsible for compliance, securing public and private funds.
 - Advise in recruiting high caliber staff and train current city staff members regarding grants management.
 - Advise the city in securing private financing from foundations and corporations
 - Assist the city in developing relationships with foundations and corporations with the goal of equipping the City of Pontiac's team to be self-sufficient in managing relationships by the end of the MOU term
3. **REPORTS:** - The Advisors will continuously communicate with the Mayor and assigned staff and provide a written report when needed.
4. **REPRESENTATIONS** - The Advisors acknowledge that they are not agents or representatives of the City of Pontiac. Consequently, the Advisors shall not make

representations or otherwise imply that he has the authority to act on behalf of or bind the city in any way.

5. **TERMINATION OF AGREEMENT** - The Parties shall have the right to terminate this Agreement by providing sixty (60) days prior written notice at any time, unless such notice is impractical, prohibited by law or regulation or otherwise impairs or has the potential to impair the reputation of either Party.
6. **NONDISCLOSURE** - The Advisors may not at any time divulge to any person, entity, or any confidential information received during the term of this Agreement at anytime, even after the termination or expiration of this Agreement.
7. **ENTIRE AGREEMENT** - This Agreement constitutes the entire Agreement of the Parties and memorializes all past and present written and oral agreements and supersedes all prior agreements; and, no statements, promises, or inducements made by either Party or The Advisors that are not contained in this Agreement shall be valid or binding.
8. **AMENDMENTS** - This Agreement may not be enlarged, modified, altered, or otherwise amended except in writing, signed by the Parties hereto and endorsed on this Agreement.
9. **LEGAL JURISDICTION AND GOVERNING LAW(S)** - This Agreement shall be governed, construed, interpreted, and enforced in accordance with the Laws of the State of Michigan.
10. **LIABILITY** - Neither Party shall be liable to the other in any action or claim for consequential or special damages, loss of profits, loss of opportunity, loss of product, or loss of use and any protection against liability for losses of damages afforded any individual or entity by these terms shall apply whether the action in which recovery of damages is sought is based on contract, except as specifically stated in paragraph 8 above, tort (including sole, concurrent or other negligence and strict liability of a protected individual or entity), statute or otherwise. To the extent permitted by law, any statutory remedies that are inconsistent with these terms are waived.
11. **NOTICES** – All notices, requests, and other communications pursuant to this Agreement shall be addressed as follows:

If to The City of Pontiac

Mayor Tim Greimel
47450 Woodward Ave Pontiac, MI 48342
(248)758-3000
dwaterman@pontiac.mi.us

If to the Advisors

Phillip L. Clay
44 Pond Street Boston, Massachusetts 02130
617-253-6164 (office) 617 699-6673 (cell)

plclay@mit.edu

Ghebre Selassie Mehreteab
600 Franklin Way West Chester, Pennsylvania 19380
917-232-9618 (cell) 610-430-7191 (fax)
Gmehreteab@gmail.com

12. COMMENCEMENT OF AGREEMENT -This Agreement shall be in effect from the date first above written.

13. CAPTIONS – The captions of any articles, paragraphs or sections hereof are made for convenience only and shall not control or affect the meaning or construction of any other provision hereof and pursuant to the rules of construction, each section shall be known by its plain meaning.

14. SEVERABILITY – The invalidity or unenforceability of any particular provision of this Agreement, or portion thereof shall not affect the other provisions or portions thereof; and this Agreement shall be construed in all respects as if any such invalid or unenforceable provisions or portions thereof were omitted and this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have set their hands herein below on the date above first written.

City of Pontiac

By: _____
Mayor Tim Greimel

GSM Advisors LLC

Phillip L. Clay

Ghebre Selassie Mehreteab

Attachment A

Professor Phillip L. Clay, PhD served as the Chancellor of the Massachusetts Institute of Technology from 2001 until 2011. He is a graduate of the University of North Carolina at Chapel Hill and holds a doctorate from MIT. Professor Clay also held other leadership positions at MIT and was Department Head at Department of Urban Studies and Planning where he has been a faculty member since 1976.

Professor Clay is widely known for his work in U.S. housing policy and urban development. His current interests include organizational capacity in community-based nonprofits as well as the role of anchor institutions. Growing out of his work on MIT international strategies, he is also interested in the increasing role higher education can play in national development strategies in less developed and emerging nations.

Professor Clay is Chair of the Board of The Community Builders, Inc., one of the nation's largest nonprofit developers of affordable housing. He is a member on several foundation and nonprofit boards, including The Kresge Foundation and The MasterCard Foundation. Professor Clay also has experience in public higher education as a member of the board of the University of North Carolina. He is a member of the board of the Aga Khan University.

Presently in DUSP Professor Clay teaches courses in housing policy and poverty. He also teaches Thesis Prep and head the Housing, Community and Economic Development Group. Professor Clay lives in Boston.

Ghebre Selassie (Gabe) Mehreteab is a senior adviser to foundations, financial institutions and developers working on housing and community revitalization issues. Over the last eleven years, Mr. Mehreteab has been instrumental in generating grants and from philanthropic sources and the public sector in support of several multifamily housing and community development in many cities.

Mr. Mehreteab served as Chief Executive Officer of The NHP Foundation (NHPF) until September 2009. In 1989, he co-founded NHPF and developed it into a leading national nonprofit owner of 12,000 housing multi-family housing for low- and moderate-income families in the United States.

Mr. Mehreteab started his career at the Ford Foundation in 1981 and was responsible for community and economic revitalization programs. Previously, he served as an associate director of The New World Foundation in New York.

Mr. Mehreteab currently serves on the Board of Directors of the Lockhart Companies (USVI), a private real estate, insurance, and financing company. He served on the Board of Directors for Douglas Emmett Inc., (NYSE: DEI) a real estate investment trust (2006 to 2013).

He is a member of the Council on Foreign Relations, the Cosmos Club, and Sigma Pi Phi Epsilon Boulé. Mr. Mehreteab earned his B.A. in 1972 and a Doctor of Humane Letters (honoris causa) in 2007 from Haverford College in Haverford, PA.

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WHEREAS Phillip Clay, a professor at MIT with experience working on project in Detroit and other cities, Gabe Mehreteab has been working in Detroit since February 2010 as a senior advisor to the Ford Foundation, CFSEM, as well as with the Detroit Chief Financial Officer and the Emergency Financial Manager. Attachment A.

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11. **NOTICES** - All notices, requests, and other communications pursuant to this Agreement shall be addressed as follows:

If to The City of Pontiac
Mayor Deirdre Waterman
47450 Woodward Ave Pontiac, MI 48342
(248)758-3000
dwaterman@pontiac.mi.us

If to the Advisors
Phillip L. Clay
44 Pond Street Boston, Massachusetts 02130
617-253-6164 (office) 617 699-6673 (cell)

plclay@mit.edu

Ghebre Selassie Mehreteab
600 Franklin Way West Chester, Pennsylvania 19380
917-232-9618 (cell) 610-430-7191 (fax)
Gmehreteab@gmail.com

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14. **SEVERABILITY** – The invalidity or unenforceability of any particular provision of this Agreement, or portion thereof shall not affect the other provisions or portions thereof; and this Agreement shall be construed in all respects as if any such invalid or unenforceable provisions or portions thereof were omitted and this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have set their hands herein below on the date above first written.

City of Pontiac

By: *Deirdre Waterman*
Mayor Deirdre Waterman 11/2/21

GSM Advisors LLC

Phillip L. Clay
[Signature]
Ghebre Selassie Mehreteab

plclay@mit.edu

Ghebre Selassie Mehreteab
600 Franklin Way West Chester, Pennsylvania 19380
917-232-9618 (cell) 610-430-7191 (fax)
Gmehreteab@gmail.com

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City of Pontiac

By: *Deirdre Waterman*
Mayor Deirdre Waterman 10/2/21

GSM Advisors LLC

Phillip L. Clay
Phillip L. Clay
Ghebre Selassie Mehreteab
Ghebre Selassie Mehreteab

#12

COMMUNICATION



Oakland County Prosecutor's Office
 Racial Justice Advisory Council presents:

SECOND CHANCES EXPUNGEMENT FAIR



Saturday, April 30 | 10:00am - 2:00pm

United Wholesale Mortgage (UWM) Sports Complex
 867 South Boulevard, Pontiac, MI 48341

Limited to Oakland County Convictions

New Michigan Expungement Laws now include:

- Expungement of up to 3 felonies and unlimited misdemeanors
- Reduced waiting time to expunge a conviction (in certain circumstances)
- Certain traffic offenses
- First time Operating While Intoxicated Offenses



You **MUST** register by April 8th for a preliminary eligibility determination
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#13

COMMUNICATION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable City Council President and City Council Members

FROM: Linnette Phillips, Director, Economic Development

THROUGH: Mayor Tim Greimel

DATE: April 12, 2022

RE: Memorandum Regarding Supplemental Information Related to Micah 6 Community, LLC Request for Approval of Application for an Obsolete Property Rehabilitation Exemption Certificate for the Property Located at 640 W. Huron Street

The City of Pontiac supports and encourages business expansion and investment through the use of economic development incentives in conjunction with Michigan Public Acts. The primary goal of proposed incentives is to create jobs, alleviate blight and assist and retain local industries and commercial enterprises, strengthen and revitalize the COP's economy, attract business, increase and maintain the local tax base.

Micah 6 Community, LLC, a 501 (c)(3) non-profit organization has submitted an application for an Obsolete Property Rehabilitation Exemption Certificate for the property located at 640 W. Huron. The applicant has submitted and satisfied the requirements for support documentation specified in the Obsolete Property Rehabilitation Act (OPRA), P.A. 146 of 2000 check list.

The property is the former Webster School which closed in 2006 an. It remained closed and continued to deteriorate until it was purchased by Micah 6 in 2016. The developer is planning to invest \$17.8M to bring the 53,000 SF blighted building up to code. The property sits on 5 acres of land and will be home to the Webster Community Center. Upon completion, the newly renovated center should be an enhancement to the Huron Corridor, situated between Johnson Street and Telegraph.

Webster Community Center will be a food hub to area Pontiac residents, connecting food growers, retailers and entrepreneurs to provide healthy food, eating and lifestyle. All of the 12 tenants who will occupy the center are directly or indirectly health and nutrition conscious businesses. The project will provide 68 jobs through placements of Micah 6 and their 12 tenants. As a result of these jobs, there is a secondary job multiplier with a positive economic effect.

Recommendation

The COP is recommending a 6 year OPRA for the Micah 6 Community, LLC rehab to convert to the Webster Community Center. During the 6-year period, the COP will realize a cumulative tax gain of \$21,646. Calculations are based on a \$800,000 SEV for tax year 2023. The estimated income tax revenue from employees both local and those who live outside the City is \$17,000 for Year 1 and increases incrementally each year of the OPRA. The estimated tax loss for Year 1 is \$13,569 and also increases incrementally each year the OPRA is in effect. (See Analysis Attachment)

City of Pontiac					
Micah 6 Community, LLC	OPRA PA 146 of 2000				
Estimated Tax Gain / (Loss) if OPRA exemption is granted for 6 years:-					
	Property Tax Loss to the City	Potential Income Tax Revenue Gain (2% Increase/year)	Net Tax gain	Cumulative Net Tax Gain for each OPRA year	
Year 1	\$ (13,569)	\$ 17,000	\$ 3,431	\$ 3,431	
Year 2 - assumed 2% increase in taxable value every year	\$ (13,840)	\$ 17,340	\$ 3,500	\$ 6,931	
Year 3	\$ (14,117)	\$ 17,687	\$ 3,570	\$ 10,501	
Year 4	\$ (14,399)	\$ 18,041	\$ 3,641	\$ 14,143	
Year 5	\$ (14,687)	\$ 18,401	\$ 3,714	\$ 17,857	
Year 6	\$ (14,981)	\$ 18,769	\$ 3,789	\$ 21,646	
Grand Total Loss	\$ (85,592)	\$ 107,238	\$ 21,646		
Property Tax Revenue Loss Computation:					
Taxable value - Tax year 2022	\$ 800,000	SEV	\$ 800,000		
Estimated Project cost	\$ 17,785,613				
		Tax Value \$ 800,000	Taxable value \$800,000		
		If OPRA Tax Abatement Granted	Ad Valorem Tax If OPRA not Approved	Tax Revenue Loss if OPRA Granted	
Tax collections:					
City Operating	11.05030	\$ -	\$ 8,840		
Capital Improvement	1.38110	\$ -	\$ 1,105		
Sanitation	2.76240	\$ -	\$ 2,210		
Youth Center	0.75000	\$ -	\$ 600		
Senior Services	0.49000	\$ -	\$ 392		
Admin fee	1% of tax levy	\$ 27	\$ 449		
Total City		\$ 27	\$ 13,596	\$ (13,569)	
County Operating	4.01320	\$ -	\$ 3,211		
OIS Allocated	0.19020	\$ -	\$ 152		
OIS Voted	3.01100	\$ -	\$ 2,409		
OCC Voted	1.50570	\$ -	\$ 1,205		
State education	6.00000	\$ 687	\$ 4,800		
School operating	18.00000	\$ 2,061	\$ 14,400		
School Debt	2.00000	\$ -	\$ 1,600		
Library	0.98010	\$ -	\$ 784		
MESSA	0.40000	\$ -	\$ 320		
Sinking Fund	0.79920	\$ -	\$ 639		
Library	0.98010	\$ -	\$ 784		
County Parks	0.34700	\$ -	\$ 278		
HCMA	0.20890	\$ -	\$ 167		
OCPTA	0.97650	\$ -	\$ 781		
ZOO Authority	0.09560	\$ -	\$ 76		
ART Institute	0.18970	\$ -	\$ 152		
Total Other Entities		\$ 2,748	\$ 31,758		
Property tax revenue loss for the City				\$ (13,569)	
Income Tax Revenue Computation:					
Yearly Income Tax Revenue Gain for the City:					
Number of direct jobs Full time			44 FTE		
Number of Part-time jobs 47 i.e 24FTE			24 FTE		
			68 FTE		
Estimated number of employees living inside the City		25%	17 FTE		
Estimated numbe of employees living outside the City		75%	51 FTE		
Estimate Annual Pay and benefit			\$ 50,000		
Estimated Taxable Pay and Benefit			\$ 40,000		
Estimated Revenue from employees living inside the City		\$40,000x17 FTE x 1%	\$ 6,800		
Estimated Revenue from employees living outside the City		\$40,000x51 FTE x 0.5%	\$ 10,200		
		Yearly Income Tax Revenue Gain for the City		\$ 17,000	