

PONTIAC CITY COUNCIL

President Mike McGuinness, District 7
Pro Tem William A. Carrington, District 6
Melanie Rutherford, District 1
Brett Nicholson, District 2
Mikal Goodman, District 3
Kathalee James, District 4
William Parker, Jr., District 5



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

Phone: (248) 758-3200

126th Session of the 11th Council – Tuesday, January 16, 2024, at 6:00 p.m.

Meeting Location: City Council Chambers, Pontiac City Hall, 47450 Woodward Pontiac, Michigan 48342

MEETING AGENDA

Call to Order

Invocation

Pledge of Allegiance to the Flag of the United States

Moment of Silence

Roll Call of Councilmembers

Authorization to Excuse Councilmembers from the Meeting

Amendments to and Approval of the Agenda

Approval of the Consent Agenda

- A. January 8, 2024, Economic Development, Housing & Planning Subcommittee Meeting Minutes
- B. January 9, 2024, City Council Meeting Minutes

Subcommittee Reports

- 1. Communications, Engagement & Operations
- 2. Economic Development, Housing & Planning
- 3. Facilities & Property
- 4. Finance & Personnel
- 5. Law & The Courts
- 6. Parks, Recreation & Public Works
- 7. Public Safety, Health & Wellness

Recognition of Elected Officials

Agenda Address (Two Minutes Time Limit)

Agenda Items

Resolutions

City Council

- 8. Resolution Honoring the Life and Service of Paul Wilson

Department of Public Works (DPW)

- 9. Resolution to appoint Patrick Mueller as the official representative to the NoHaz Advisory Board to work with Oakland County and Local Business Development Division as needed to plan the NoHaz program for 2024

Finance Department

10. Resolution authorizing the City Clerk to Publish Notice of Proposed Budget Amendment for the Fiscal Year 2023-2024 – Increase of \$89,285 in Budget Appropriations for General Ledger Account 101-233-818.000 (Professional Services) for Purchasing Division OpenGov Software and Purchasing Consultant

Grants and Philanthropy Department

11. Resolution to approve the execution of a grant agreement with the Michigan Economic Development Corporation (MEDC) for an award in the amount of \$5,000,000 to support a downtown initiative to pay down debt related to the Phoenix Center in the City of Pontiac.
12. Resolution to authorize the City Clerk to publish notice of the proposed budget amendment for Fiscal Year 2023-24 to increase budgeted revenues in the amount of \$5,000,000 to account 101-000-558.000 STATE GRANTS – MEDC, and appropriations in the amount of \$5,000,000 to account 101-925-992.084 DEBT SERVICE - OTTAWA_PHOENIX CENTER.

Mayor's Office

13. Resolution to approve Sheriff Substation Facility Interview Room Modifications
14. Resolution to approve Sheriff Substation Facility Window Modifications

Purchasing Division

15. Resolution to authorize the approval of the Mayor or Deputy Mayor to execute the Statement of Work dated December 29, 2023, Number PS-04754, to procure the OpenGov cloud-based purchasing software
16. Resolution to authorize the approval of the Mayor or Mayor Designee to execute the City of Pontiac's Contractor Agreement to hire a Procurement Professional, provided by the Procurement Consulting Group, LLC (PCG)

Public Comment (Three Minutes Time Limit)

Public Communications

City Council

17. Oakland County's Historical Society 150th Anniversary Milestone Celebration, Sunday, January 21, 2024 at 2:00 p.m. Marks 150 years to the day from the first gathering of the Historical Society in 1874 in Downtown Pontiac. Held at the Crofoot Ballroom, 1 S. Saginaw Street in Downtown Pontiac.
18. Next District Two Monthly Community Advisory Meeting is Monday, January 22, 2024 at 7:00 pm, Held at Goldner Walsh Garden and Home, 559 Orchard Lake Road, Pontiac 48341. For more information, contact City Councilman Brett Nicholson.
19. Oakland University Center for Public Humanities Presents "Spreading the Word: Revisiting Dr. Johnetta Brazzell and the Pontiac Oral History Archive," Thursday, January 25, 2024, at 12:00 pm, held at 242 Kresge Library (the Nyberg Room) on Oakland University's campus, as well as with a Zoom virtual option. Dr. Brazzell conducted interviews in the 1970s with elderly African American residents of Pontiac, Michigan. This event will highlight Johnetta Brazzell and her work, as well as important new work emerging from this oral history collection. For more information, contact the Center for Public Humanities at humanities@oakland.edu.
20. Next District Four Community Council Meeting is Thursday, January 25, 2024 at 6:00 pm, Held at New Mount Moriah International Church, 313 E. Walton Boulevard, Pontiac 48340. For more information, contact Pontiac City Councilwoman Kathalee James.

21. Next District One Monthly Meeting is Saturday, January 27, 2024 from 3:00 to 5:00 pm, held at the Alley Cat, 31 N. Saginaw Street in Downtown Pontiac. For more information, contact Pontiac City Councilwoman Melanie Rutherford.
22. Accent Pontiac Winter Showcase Concert, Thursday, February 15, 2024 at 5:30 pm, held at the Crofoot Ballroom, 1 S. Saginaw Street in Downtown Pontiac
23. The Steel Drivers Concert at the Flagstar Strand Theatre, Friday, February 16, 2024. Doors Open at 7:00 pm, Show at 8:00 pm. Tickets are now available. The Strand is at 12 N. Saginaw in Downtown Pontiac.
24. "Music for the Soul," a Benefit Concert for Accent Pontiac, Sunday, March 10, 2024 at 6:00 pm, held at the Flagstar Strand Theatre, 12 N. Saginaw Street in Downtown Pontiac
25. Pontiac Regional Chamber Prosperity Pontiac 2024 Dinner, held Wednesday, March 13, 2024 from 5:30 to 8:30 pm at the Centerpoint Marriott, 3600 Centerpoint Parkway, Pontiac 48341. Tickets are \$70 for Chamber Members, or \$85, or included with a \$125 individual membership to the Chamber. Contact the Pontiac Regional Chamber for more information.
26. The Psychology of Serial Killers, March 15, 2024, at 8:00 pm, held at the Flagstar Strand Theatre, 12 N. Saginaw Street in Downtown Pontiac. For more information and to purchase tickets, visit flagstarstrand.com or call the box office at (248) 309-6445.
27. Comedian Paula Poundstone Performs, Saturday, April 13, 2024, at 8:00 pm, held at the Flagstar Strand Theatre, 12 N. Saginaw Street in Downtown Pontiac. For more information and to purchase tickets, visit flagstarstrand.com or call the box office at (248) 309-6445.
28. Glenn Miller Orchestra Performs, Sunday, April 14, 2024, at 8:00 pm, held at the Flagstar Strand Theatre, 12 N. Saginaw Street in Downtown Pontiac. For more information and to purchase tickets, visit flagstarstrand.com or call the box office at (248) 309-6445.
29. Tuske Performs, Wednesday, April 24, 2024, at 8:00 pm, held at the Flagstar Strand Theatre, 12 N. Saginaw Street in Downtown Pontiac. For more information and to purchase tickets, visit flagstarstrand.com or call the box office at (248) 309-6445.
30. Eaglemania Performs, Friday, May 3, 2024, at 8:00 pm, held at the Flagstar Strand Theatre, 12 N. Saginaw Street in Downtown Pontiac. For more information and to purchase tickets, visit flagstarstrand.com or call the box office at (248) 309-6445.

Mayor's Office

31. Pontiac Youth Recreation Winter Programs are Underway, Contact (248) 758-3037 or visit pontiacrecreation.recdesk.com for more information. Programs include Baking Class, Kickboxing, The Voice, Mentoring, Robotics, Tutoring, Boxing, 3D Printing, Intermediate Band, Digital Content, and More.
32. Pontiac Youth Recreation Winter Fest is Saturday, January 20, 2024 from 5:00 to 8:00 pm, held at the Pontiac City Hall Grounds, Featuring Ice Skating, S'mores, Shopping, Polar Express Ride, Music, Food, Hot Chocolate
33. Tenant Rights Town Hall Meetings Held Saturday, January 20, 2024 from 11:00 am to 1:00 pm at the Robert Bowens Senior Center, 52 Bagley Street in Pontiac, on Monday, January 29, 2024 from 5:30 to 7:00 pm also at the Bowens Center, and Thursday, February 1, 2024 from 11:00 am to 1:00 pm at Pontiac City Hall
34. Pontiac Youth Recreation Annual Daddy-Daughter Dance is Saturday, February 10, 2024
35. Pontiac Youth Recreation Spring Bash and Egg Hunt is Saturday, March 23, 2024

36. City of Pontiac is Currently Hiring for Multiple Positions and Encourages Pontiac Residents to Apply:
Building Maintenance Foreman, Building Maintenance Laborer, Building Technician, Chief Assistant Clerk,
Code Enforcement Officer, Events Coordinator, Grant Accountant, Public Works Director, Public Works
Director's Assistant, Public Works Foreman, Public Works Laborer I, Public Works Laborer II, Youth
Recreation Instructor
37. Our 50th District Court is Also Hiring, with Openings for a Full-Time Court Clerk, a Full-Time Court Officers,
and a Part-Time Court Magistrate. Pontiac Residents are Encouraged to Apply.

City Clerk's Office

38. The City Clerk's Office is hiring Election Day Inspectors for the Presidential Primary Election on February 27,
2024 contact Mary Castro for more information at (248) 758-3008
39. Absentee Ballots for the Presidential Primary Election on February 27, 2024 are available in the City Clerk's
beginning January 18, 2024. The Clerk's Office Hours are 8:30 a.m.-4:30 p.m. Mon-Fri

Closing Comments

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

Adjournment

CONSENT AGENDA A



Pontiac City Council
Economic Development Housing and Planning Subcommittee Meeting
January 8, 2024
9:00 A.M.
Meeting Location: Pontiac City Hall, Legislative Conference Room
47450 Woodward Avenue
Pontiac, Michigan 48342

Committee Members: Committee Members: Brett Nicholson (Absent), Melanie Rutherford (Present), Michael McGuiness (Chairperson) (Present)

Notes from the Economic Development Housing and Planning Subcommittee.

Other Present: Angelita Santiago, Jack McIntyre, Mark Yandrick, Deborah Younger, Joy Dockham, Bruce Eck, Clarence Cohen, James McQueen, Racheal Loughrin, Deputy Mayor Khalfani Stephens.

Start time was 9:05 A.M.

Updates:

Mark Yandrick from Planning and Zoning: Mobile food trucks are coming back soon and will be presented to the City Council for a second reading with no changes to it. A town Hall meeting will be held to explain the Process, no exact date was discussed. Adult use of Marijuana zoning amendment has been presented to planning commission with the removal of all access language. Planning has added some changes to restrictions of the size of caregivers, which has recently changed to 2,000 per SFT per Property. Some signage and architecture changes have been made to remove all the access surrounding language. Zoning Amendment change from P-1 to C-3 at Baldwin and Montcalm with no conditional Rezoning (Tentatively for January 30). University Drive and Featherstone adjacent to former railroad track is currently P-1 and (Tentatively January 30) will be rezoned to C-3. No new updates at Bradford and Hoovey. A follow up call to Attorneys will take place this week to check on the status.

Jack McIntyre from Code enforcement with updates: Code enforcement will be enforcing parking full time 2 shifts Monday morning and Tuesday – Saturday. Some changes will be made to the appeal process and will consist of adding on the tickets the appeal information, as well as changing the time frame and if paid within 24 hours to \$10.00 instead of \$25.00. The code enforcement department is getting some quotes for new machines due to some being inoperable. Currently they have 8 machines that are working, and 7 machines are not working. Phoenix Center place now has new management and the clean up process to the units for garbage, Exterminators will be exterminating is in progress. Lack of security is a concern by residents at Phoenix Center Place. Code Enforcement conducted 199 inspections and 192 rental inspections that were conducted last week.



Pontiac City Council
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January 8, 2024
9:00 A.M.

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47450 Woodward Avenue
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Committee Members: Committee Members: Brett Nicholson (Absent), Melanie Rutherford (Present), Michael McGuiness (Chairperson) (Present)

Bruce Eck from the Building Department gave updates :103 Lofts along with a mini police station is in the making for downtown Pontiac. Demolition is the process and ready for the demolition that is located 148 Howard. Two updates with Cesar Chavez which have now been completed.

General Community Development Updates from Rachel Loughrin: Area across from Grants department is currently being cleared out and room should be available for seating which will help with accommodating two new employees for the Economic Development Department. Grant funds will be asked for to use a Consulting firm to help build up strong police and procedures for the building.

Deborah Younger with updates with Economic Development: Kennet Road property is still in the process of selling by the Toby's, however they are no longer interested in Pursuing the purchase of Perdue School currently.

Meeting concluded at 10:15 A.M.

No Public Comment

CONSENT AGENDA B

January 9, 2024, Draft

**Official Proceedings
Pontiac City Council
124th Session of the Eleventh Council**

Call to order

A Regular 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, January 9, 2024, at 6:04 p.m. by Council President Mike McGuinness.

Invocation – Pastor Kathy Dessureau – 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, William Parker Jr., and Melanie Rutherford.

Mayor Tim Greimel was absent.

Deputy Mayor Khalfani Stephens was present.

A quorum was announced.

Excuse Councilmember

Motion to excuse Councilman Brett Nicholson for personal reasons. Move by Councilperson Rutherford and second by Councilperson Goodman.

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

No: None

Motion Carried

Amendments to and Approval of the Agenda

Motion to approve the agenda. Moved by Councilperson Goodman and second by Councilperson Parker.

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

No: None

Motion Carried

Consent Agenda

24-5 **Resolution to approve the consent agenda for January 9, 2024.** Moved by Councilperson Carrington and second by Councilperson Parker.

WHEREAS, the City Council has reviewed the consent agenda for January 9, 2024.

NOW, THEREFORE, BE IT RESOLVED that the City Council approves the consent agenda for January 9, 2024, including the January 3, 2024, City Council Meeting Minutes.

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

No: None

Resolution Passed

January 9, 2024, Draft

Special Presentation

Audit for Fiscal Year Ended June 30, 2023, Completed on Time, Submitted to State of Michigan
Presentation Presenters: Khalfani Stephens, City of Pontiac Deputy Mayor, and Tim Sadowski, City of Pontiac Finance Director

Recognition of Elected Officials - None

Agenda Address

1. Dr. Deirdre Waterman addressed items #1 and #4
2. Carlton Jones addressed items #1 and #3
3. Darlene Clark addressed item #3

Mayor Tim Greimel arrived at 6:32 p.m.

Agenda Items

Resolutions

City Council

24-6 **Resolution Celebrating the Legacy and Impact of Dr. Martin Luther King, Jr., and Recognizing January 15, 2024, as Dr. Martin Luther King, Jr. Day.** Moved by Councilperson Rutherford and second by Councilperson Goodman.

WHEREAS, the City of Pontiac, Michigan has witnessed many developments in the Civil Rights Movement, with many current and former citizens who have fought against legalized racial discrimination, disenfranchisement, and segregation in the United States; and,

WHEREAS, the Reverend Dr. Martin Luther King, Jr. was a prominent leader in the movement and, among many efforts throughout our nation, he visited Pontiac, Michigan in March 1958 and over 1,000 attendees witnessed Dr. King address the historic Trinity Baptist Church in Pontiac following the invitation from Trinity's Pastor Richard H. Dixon; and,

WHEREAS, many Pontiac residents marched, protested, boycotted, and organized alongside Dr. King and many other activists and movement leaders, including at the June 23, 1963, Walk to Freedom in Detroit, Michigan that drew over 125,000 people and was known as the largest civil rights demonstration in United States history at that time; and,

WHEREAS, in the decades following Dr. King's life being brutally cut short by an assassin's bullet in 1968, the State of Michigan recognized Dr. King's January 15 birthday as a holiday, the United States recognized it as a federal holiday starting in 1983, and the City of Pontiac renamed East Boulevard as Dr. Martin Luther King, Jr. Boulevard, among other local honors and designations; and,

WHEREAS, our community continues to mark his legacy annually with marches, interfaith religious services, programs, community service projects, and more; and Whereas Pontiac city operations and Pontiac City Hall shall be closed on Monday, January 15, 2024, in observation of the Martin Luther King Day, Jr. Federal Holiday.

NOW, THEREFORE BE IT RESOLVED, the Pontiac City Council in concert with Mayor Tim Greimel hereby celebrates the life and legacy of the Reverend Dr. Martin Luther King, Jr.; and

FURTHER RESOLVED, the City Council joins the Pontiac community in honoring his legacy through local marches, religious services, programs, public service projects, and other commemorative efforts; and

FURTHER RESOLVED, he continues to be remembered by the City Council and the Pontiac community as a consequential leader of global importance who made a difference in our city, our region, our state, our nation, and this world; and

FURTHER RESOLVED, that the City Council encourages all residents to participate as they are able and as health considerations allow in community celebrations and personal reflections honoring Dr. King.

January 9, 2024, Draft

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

No: None

Resolution Passed

Code Enforcement Division

24-7 **Resolution to approve Code Enforcement Full-Time Parking Position and the Lease of 2024 Chevrolet Equinox for Code Enforcement.** Moved by Councilperson Rutherford and second by Councilperson Carrington.

WHEREAS, The Code Enforcement Division is in need of an additional full-time inspector for Downtown Pontiac and to lease a vehicle for that staff person; and

WHEREAS, these actions required a budget amendment for FY 2023-2024 to cover these costs. City Council authorized the notice of the budget amendment on December 19, 2023, and it was properly published on December 27, 2023. The City Council approved the budget amendment on January 3, 2024. NOW, THEREFORE IT IS RESOLVED: The Pontiac City Council approves the following: The changing of the part-time Code Enforcement position to full-time. The lease of a 2024 Chevrolet Equinox from Enterprise Fleet Management and authorizes the Mayor or Deputy Mayor to sign the agreement.

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

No: None

Resolution Passed

Grants and Philanthropy Department

24-8 **Resolution to approve the Purchasing Manager to award the contract with LAP + Creative and authorize the Mayor or Deputy Mayor to execute the agreement with the not to exceed amount of \$117,500 for park site planning and community engagement for neighborhood and mini parks in Pontiac.** Moved by Councilperson Carrington and second by Councilperson Rutherford.

WHEREAS, the Purchasing Manager has ensured that the purchase is following the City's municipal code, Division II. Purchasing, Section 2-517, 2-518, and 2-519 pertaining to major purchases; and,

WHEREAS, the City received three bids in response to the solicitation for park site planning design services; and,

WHEREAS, LAP + Creative presented the lowest cost, the most appropriate timeline, and the most detailed proposal in comparison to the other bidders; and,

WHEREAS, LAP + Creative has extensive experience in park redevelopment, site planning, community engagement, and landscape architecture as outlined in the proposal; and,

WHEREAS, the Purchasing Manager is requesting to award the contract to, and execute an agreement with, LAP + Creative; and,

NOW THEREFORE BE IT RESOLVED the Pontiac City Council approves the Purchasing Manager to award the contract, and for the Mayor or Mayor Designee to execute the agreement with the LAP + Creative for a not to exceed amount of \$117,500.

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

No: None

Resolution Passed

Human Resources (HR)

24-4 **Resolution to authorize the Mayor or Deputy Mayor to enter into a contract with Titan Wealth Advisors for auditing and managing the City's retirement plans in an amount not to exceed \$47,000. (This item was deferred for one week by a vote of the City Council at the Council meeting on January 3, 2024.)** Moved by Councilperson Rutherford and second by Councilperson James.

WHEREAS, the Human Resources Department requires assistance with ensuring that the City's three (3) retirement plans are in compliance with state and federal guidelines; and

WHEREAS, the City's received quotes from several companies including Titan Wealth Advisors to audit and manage the City's retirement plans; and

WHEREAS, Human Resources recommended, and the HR and Finance Subcommittee approved entering into a contract for FY 2023-24 with Titan Wealth Advisors for \$47,000 to pay for the referenced services.

NOW THEREFORE, BE IT RESOLVED, the Pontiac City Council authorizes the Mayor or his Designee to enter into a contract with Titan Wealth Advisors for auditing and managing the City's retirement plans in an amount not to exceed \$47,000.

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

No: None

Resolution Passed

Public Comment

1. Robert Bass
2. Dr. Deirdre Waterman
3. Carlton Jones
4. Pastor Kathy Dessureau
5. Darlene Clark
6. Beatrice Wright

Discussions

Michigan Department of Transportation has Informed Pontiac City Council that, Following the Votes of the City Council in Opposition to the Repurposing of a Westbound Lane of Huron (M-59) and the Installation of Multiple Pedestrian Refuge Islands on Huron (M-59), they will No Longer be Pursuing those Projects.

Hyundai and Kia Vehicle Thefts Increased Nationally by More Than 1,000% Since 2020; Local News Coverage of Kia Stolen in Pontiac with Christmas Presents Inside, Vehicle Retrieved and Presents Returned to the Family; Oakland County Sheriff Department Distributing Free Steering Wheel Attachments to Local Owners of Kia Vehicles, Call (248) 858-5000 For More Information.

Communications

City Council

Mayor, Clerk and Council Closing Comments

Mayor Tim Greimel, Clerk Garland Doyle, Councilman William Parker Jr., Councilwoman Kathalee James, Councilman Mikal Goodman, Councilwoman Melanie Rutherford, Council President Pro-Tem William Carrington, and Council President Mike McGuinness made closing comments.

Adjournment

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

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

No: None

Motion Carried

January 9, 2024, Draft

Council President Mike McGuinness adjourn the meeting at 7:45 p.m.

Garland S. Doyle
City Clerk

DRAFT

#8

RESOLUTION



PONTIAC CITY COUNCIL RESOLUTION

HONORING THE LIFE AND SERVICE OF PAUL SMITH WILSON

WHEREAS, The Pontiac City Council would like to pay proper tribute to Paul Smith Wilson, an extraordinary man characterized by a commitment to service, a distinguished military career and a legacy of leadership and dedication in both his professional and personal endeavors; and,

WHEREAS, Mr. Paul Wilson was born on February 18, 1945, in Tampa, Florida and departed this life on December 31, 2023 in Detroit Michigan; and,

WHEREAS, Mr. Paul Wilson was a man of discipline and action he proudly served in the United States Army, then earning an undergraduate degree from Wayne State University and a master's degree from Central State University; and,

WHEREAS, Mr. Paul Wilson enjoyed a distinguished career at General Motors for 40 years; and,

WHEREAS, Mr. Paul Wilson enjoyed the loving companionship of his wife for several wonderful decades; and was also deeply devoted to his family, as he always endeavored to remain true to family values of the highest order; and,

WHEREAS, Mr. Paul Wilson was a devoted member of Newman A.M.E. Church; and lived a life of generosity and community engagement; and,

NOW, THEREFORE BE IT RESOLVED, that the members of the Pontiac City Council and this community will greatly miss Paul Smith Wilson as he leaves behind an indelible legacy of integrity, compassion and loyalty in private life and diligence and dedication in all his chosen endeavors; and we give our sincerest condolences to the family and friends of Paul Smith Wilson.

PONTIAC CITY COUNCIL and THE PONTIAC MAYOR • Pontiac, MI • January 12, 2024

Tim Greimel, Mayor

Mike McGuinness, Council President

William A. Carrington, President Pro Tem

Mikal Goodman, Councilmember

Kathalee James, Councilmember

Brett Nicholson, Councilmember

William Parker, Jr., Councilmember

Melanie Rutherford, Councilmember

#9

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Department of Public Works

TO: Honorable City Council President and City Council

FROM: Patrick Muller, Acting Department of Public Works Director

CC: Mayor Tim Greimel and Deputy Mayor Khalfani Stephens

DATE: January 16, 2024

RE: Resolution to renew the North Oakland County Household Hazardous Waste Interlocal Agreement with Oakland County for 2024

The Department of Public Works seeks to renew the Interlocal Agreement with Oakland County for 2024 for household hazardous waste collection. Under the North Oakland County Household Hazardous Waste Collection Interlocal Agreement, Oakland County agrees to provide collection of household waste materials for \$18,000 for the 2024 calendar for Pontiac residents. There is, however, no fee paid by the residents to attend the waste collection events held several times during the year at different Oakland County sites.

The hazardous waste program avoids the improper disposal of toxic and poisonous consumer products commonly contained in household cleaning products, batteries and paint. Electronic and computer equipment may also be disposed of.

Additionally, as part of the Interlocal Agreement, the City of Pontiac must appoint an employee to the NoHaz Advisory Board of which acting Department of Works Director Patrick Muller is recommended to be the official City representative.

The Department of Public Works requests that Pontiac City Council approve \$18,000 for the City of Pontiac to participate in the NoHaz Program. The appropriation would be as follows:

SAN Fund-226-528-818.000	Other Professional Services	\$18,000
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Resolution on Following Page



CITY OF PONTIAC CITY COUNCIL

RESOLUTION TO RENEW THE NORTH OAKLAND COUNTY HOUSEHOLD HAZARDOUS WASTE INTERLOCAL AGREEMENT FOR 2024

WHEREAS, the northern cities, villages, and townships in Oakland County are committed to protection of the natural environment and preventing toxic materials from entering our waterways and landfill resources; and

WHEREAS, the improper handling and disposal of toxic and poisonous household chemicals also poses a health risk to our citizens; and

WHEREAS, recognizing there is a need to provide regular and easily accessible household hazardous waste collection services to North Oakland County residents; and

WHEREAS, collection events for household hazardous waste have become widely accepted as the best way to provide citizens with a safe method of disposal of these toxic and poisonous household chemicals, and for the communities to realize the economies of scale; and

WHEREAS, Oakland County, through its Planning and Local Business Development Division, has joined these northern Oakland County communities in creating the North Oakland Household Hazardous Waste Consortium (NoHaz), and

WHEREAS, the NoHaz Consortium has developed a household hazardous waste collection program, and

WHEREAS, a NoHaz Interlocal Agreement has been drafted to address necessary legal, liability, and responsibility issues for both the County and the participating communities, and identifies Oakland County's role in administering and managing the NoHaz program, and,

WHEREAS, the NoHaz Interlocal agreement establishes a NoHaz advisory board to assist and advise Oakland County in the development of the NoHaz program; and

WHEREAS, this Interlocal Agreement will not result in any fees to Pontiac residents by the City participating in NoHaz events in 2024, and

WHEREAS, that the Pontiac City Council hereby appoints Acting Department of Public Works Director Patrick Muller as the City's official representative to the NoHaz Advisory Board, to work with the Oakland County Planning and Local Business Development Division as needed to plan the NoHaz program for 2024.

NOW THEREFORE BE IT RESOLVED that the Pontiac City Council hereby approves the 2024 NoHaz Interlocal Agreement and appoints Acting DPW Director Patrick Muller as the City of Pontiac's official representative on the NoHaz Advisory Board.

BE IT FURTHER RESOLVED that the Pontiac City Council authorizes the Mayor or his Designee to execute the 2024 No Haz Interlocal Agreement.

I hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the Pontiac City Council, at a regular meeting held on 1/16/2024.

**NORTH OAKLAND COUNTY HOUSEHOLD HAZARDOUS WASTE
INTERLOCAL AGREEMENT
BETWEEN
OAKLAND COUNTY
AND
CITY OF PONTIAC**

This Interlocal Agreement ("the AGREEMENT") is made between Oakland County, a Constitutional and Municipal Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 ("COUNTY"), and City of Pontiac, 47450 Woodward Avenue, Pontiac, MI 48342 ("MUNICIPALITY"). In this AGREEMENT the COUNTY and the MUNICIPALITY may also be referred to individually as "Party" or jointly as "Parties."

1. INTRODUCTORY STATEMENTS

- 1.1 The northern cities, villages and townships of Oakland COUNTY are committed to protection of the natural environment and preventing toxic materials from entering their waterways and landfill resources.
- 1.2 In order to accomplish this goal, there is a need to provide regular and easily accessible household hazardous waste collection services to north Oakland COUNTY residents.
- 1.3 These northern cities, villages and townships have sought the COUNTY'S assistance in coordinating a household hazardous waste collection program.
- 1.4 The COUNTY has agreed to assist these communities by coordinating and facilitating this AGREEMENT in order to form a comprehensive household hazardous waste management program.
- 1.5 This interlocal AGREEMENT will allow participating communities to obtain economic benefits of scale, without placing an undue burden on any one community, in the provision of a coordinated program of household hazardous waste collection and disposal. Residents of these communities will enjoy access to a coordinated, convenient, ongoing collection program supported by an aggressive educational program regarding the hazards of household hazardous wastes and their proper re-use and disposal.

2. PURPOSE OF AGREEMENT. Pursuant to the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501 *et seq.*, the COUNTY and the MUNICIPALITY enter into this AGREEMENT for the purpose of developing a comprehensive household hazardous waste management program ("Program") that will meet the goals and objectives below.

3. **GOALS OF THE PROGRAM:**

- 3.1 To provide regular, reliable and easily accessible household hazardous waste collection services to the residents of northern Oakland COUNTY. The Program will help prevent toxic materials from entering Oakland COUNTY'S waterways, water tables, and landfill resources and help to remove them from potentially hazardous situations in area households.
- 3.2 To establish, coordinate, and promote an educational program to inform residents about re-use, return, and reduction of potentially hazardous materials, bolster community spirit, and educate residents about environmentally sensitive behavior in general.

4. **OBJECTIVES OF THE PROGRAM:**

- 4.1 Increase public awareness of return, disposal, and source reduction options.
- 4.2 Initiate a reliable, regular, and convenient collection Program for household hazardous waste collection;
- 4.3 Promote knowledge of Program requirements;
- 4.4 Help divert significant quantities of household hazardous materials from landfills;
- 4.5 Help return significant quantities of potentially household hazardous materials to point of purchase or recycling outlets for proper disposition; and
- 4.6 Collect data about the amount and type of household hazardous materials in north Oakland COUNTY and their ultimate disposition.

NOW THEREFORE, in consideration of the mutual promises, obligations, representations, and assurances in this AGREEMENT, the Parties agree to the following:

5. **DEFINITIONS.** The following words and expressions used throughout this AGREEMENT, whether used in the singular or plural, within or without quotation marks, or possessive or non-possessive, shall be defined, read, and interpreted as follows:

- 5.1 **"ACCEPTABLE HAZARDOUS WASTE"** shall be defined as any and all forms of HAZARDOUS WASTE that the HAZARDOUS WASTE VENDOR specifically agrees to collect and properly dispose of and/or recycle at any and all collection events throughout this Program.
- 5.2 **"ADMINISTRATIVE COSTS"** shall be defined as and may include any and all Program costs and expenses that are incurred and/or paid by the COUNTY in the administration of this Program. ADMINISTRATIVE COSTS and HAZARDOUS WASTE COLLECTION COSTS are mutually exclusive cost categories.
- 5.3 **"AGENT" OR "AGENTS"** of the COUNTY or the MUNICIPALITY, shall be defined to include any and all of that Party's officers, elected

officials, appointed officials, directors, board members, council members, authorities, boards, committees, commissions, employees, managers, departments, divisions, volunteers, AGENTS, representatives, and/or any such persons' successors or predecessors, employees, attorneys, or auditors (whether such persons act or acted in their personal, representative, or official capacities), and/or any and all persons acting by, through, under, or in concert with any of them. AGENT shall also include any person who was an AGENT at any time during this AGREEMENT but for any reason is no longer employed, appointed, or elected in that capacity. AGENT, as defined for any purpose in this AGREEMENT, shall NOT include the HAZARDOUS WASTE VENDOR.

- 5.4 **"AGREEMENT"** means the terms and conditions of this AGREEMENT, Exhibits A and B referenced below and any other mutually agreed to and properly executed modification, amendment, addendum, or change order.

5.4.1. **Exhibit A** (ADMINISTRATIVE and HAZARDOUS WASTE COLLECTION COSTS)

5.4.2. **Exhibit B** (Population statistics and estimates of percentage of total participation in Program contributed by MUNICIPALITY used to calculate ADMINISTRATIVE COSTS of this Program for participating MUNICIPALITIES).

- 5.5 **"CLAIM(S)"** means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and/or expenses of any kind which are imposed upon, incurred by, or asserted against a Party.
- 5.6 **"COLLECTION SCHEDULE"** means the dates scheduled for hazardous waste collection services throughout North Oakland County. Oakland County will schedule dates and times for hazardous waste collection services for the 2024-year Program in cooperation with the NoHaz Board.
- 5.7 **"COLLECTION SITE PROTOCOL"** shall be a clearly defined set of operating procedures for every scheduled hazardous waste collection event. This protocol shall clearly define the duties and responsibilities of the HAZARDOUS WASTE VENDOR, COUNTY, and MUNICIPALITY at each collection event. The protocol shall clearly provide that the HAZARDOUS WASTE VENDOR is solely responsible for the collection, sorting, transport and proper disposition of all ACCEPTABLE HAZARDOUS WASTE collected at an event. The COUNTY has developed this protocol in consultation with the NoHaz VENDOR and NoHaz BOARD, and will update it as needed or as requested by the parties.
- 5.8 **"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, subcontractors, volunteers, and/or any such persons' successors.

- 5.9 **"HAZARDOUS WASTE VENDOR"** shall be defined as the vendor selected by the COUNTY to perform hazardous waste collection services on behalf of participating municipalities. The HAZARDOUS WASTE VENDOR will conduct and oversee household hazardous waste collection events throughout northern Oakland County. The vendor will be responsible for all core operations at each event including receiving and handling of household hazardous wastes, waste characterization, manifestation and ultimate disposition of materials collected. The vendor will assume all liability for ACCEPTABLE HAZARDOUS WASTE once collected.
- 5.10 **"HAZARDOUS WASTE COLLECTION COSTS"** shall be defined as any and all actual amounts paid to the HAZARDOUS WASTE VENDOR by the COUNTY on behalf of participating MUNICIPALITIES for the collection and disposal of ACCEPTABLE HAZARDOUS WASTE.
- 5.11 **"MUNICIPALITY"** as defined above also includes, without limitation, its Council, any and all of its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, AGENTS, subcontractors, volunteers, and/or any such persons' successors.
- 5.12 **"NORTH OAKLAND HOUSEHOLD HAZARDOUS WASTE ADVISORY BOARD" ("NoHaz BOARD")** means an advisory board made up of one appointed representative from each participating MUNICIPALITY. This board shall provide counsel and recommendations to the COUNTY regarding the operation and administration of this Program.
- 5.13 **"PARTICIPATING MUNICIPALITY"** means a city, village or township that has agreed to participate in the North Oakland Household Hazardous Waste Program. Municipal participation shall be evidenced by a duly executed Interlocal Agreement between Oakland County and a city, village or township.
- 5.14 **"PROGRAM HOST"** means any entity, public or private, which has agreed to allow the COUNTY, the PARTICIPATING MUNICIPALITIES, and the HAZARDOUS WASTE VENDOR to conduct a hazardous waste collection event on its premises.
6. **COUNTY RESPONSIBILITIES.** Subject to the terms and conditions contained in this AGREEMENT, and applicable changes in law, the COUNTY shall carry out the following:
- 6.1 The COUNTY shall be responsible for development and operation of the Program and shall enter into contracts for the benefit of the Program. Such contracts include, but are not limited to, a contract with the HAZARDOUS WASTE VENDOR.

- 6.2 The COUNTY, together with the NoHaz BOARD, will monitor the services and activities of the HAZARDOUS WASTE VENDOR in order to ensure that all terms and conditions of the HAZARDOUS WASTE VENDOR contract are satisfied. The COUNTY will take whatever steps are reasonably necessary, in its sole discretion, to modify or correct a deficiency in the HAZARDOUS WASTE VENDOR service and/or to enforce or terminate the contract in the event of default by the HAZARDOUS WASTE VENDOR.
- 6.3 The COUNTY shall be responsible for selecting dates and locations for hazardous waste collection services with the recommendation of the NoHaz BOARD.
- 6.4 The COUNTY, in consultation with the HAZARDOUS WASTE VENDOR and NoHaz BOARD, shall develop a COLLECTION SITE PROTOCOL for hazardous waste collection events within the MUNICIPALITY.
- 6.5 The COUNTY, in consultation with the NoHaz BOARD, shall formulate a survey to be filled out by MUNICIPAL residents participating in a scheduled collection event. This survey will require residents to provide their name and address (including street, city or township and zip code). Information gathered within this survey shall only be used for reasons directly related to the administration of the NoHaz Program including, but not limited to, the calculation of HAZARDOUS WASTE COLLECTION COSTS for PARTICIPATING MUNICIPALITIES. Each NoHaz BOARD member shall have the right at any time to review the addresses of participants to verify all are located within the MUNICIPALITY. All personal identifying information collected from MUNICIPAL residents shall be regarded as confidential and will not be released by the COUNTY, the MUNICIPALITY or a NoHaz BOARD member except as required by law or court order.
- 6.6 The COUNTY shall provide educational support for the Program.

7. **MUNICIPALITY'S RESPONSIBILITIES**

- 7.1 Upon approval of this AGREEMENT, the MUNICIPALITY shall appoint a MUNICIPAL AGENT to the NoHaz BOARD to represent its interests. This Board member shall be available to assist the COUNTY, as necessary, in the administration of the Program within the MUNICIPALITY.
- 7.2 Each MUNICIPALITY will provide MUNICIPAL AGENT(S) to work at each collection event as the Parties agree that many workers are needed to make each collection event run smoothly. The MUNICIPAL AGENT(S) provided shall assist the COUNTY and HAZARDOUS WASTE VENDOR in the set-up and operation of hazardous waste collection events. Such assistance may include, but is not limited to, traffic control, greeting residents, administering surveys, and accepting donations on behalf of the Program. Under no circumstances will a MUNICIPAL AGENT accept, handle, dispose of, or otherwise come into contact with household

hazardous waste. The MUNICIPALITY will provide the following numbers of MUNICIPAL AGENTS for each scheduled collection event based upon the most recent census figures available:

7.2.1 A MUNICIPALITY with a population of 30,000 or less will provide one MUNICIPAL AGENT at each scheduled collection event. A MUNICIPALITY with a population of 30,001 or more is required to provide two MUNICIPAL AGENTS at each scheduled collection event.

7.3 In the event that a MUNICIPALITY fails to supply the required MUNICIPAL AGENTS to work at any given collection event, the MUNICIPALITY will be assessed the following fees based upon the most recent available census figures.

7.3.1 A MUNICIPALITY that had 125 participants or less at the 2023 NoHaz events will be assessed \$50.00 per collection event in 2024.

7.3.2 A MUNICIPALITY that had more than 126 but less than 401 total participants at the 2023 NoHaz events will be assessed \$125.00 per collection event in 2024.

7.3.3 A MUNICIPALITY that had 401 or more total participants at the 2023 NoHaz events will be assessed \$250.00 per collection event in 2024.

7.3.4 In the event a PARTICIPATING MUNICIPALITY that is new to the Program in 2024 fails to provide the required MUNICIPAL AGENT(S) at a scheduled collection event, the MUNICIPALITY will be assessed a fee of \$50.00 per event if it has a population of less than 10,000, \$125.00 per event if it has a population between 10,001 and 50,000, and \$250.00 per event if it has a population of 50,001 or more.

8. **MUNICIPAL AGENTS SHALL NOT BE DEEMED COUNTY EMPLOYEES.** The Parties agree that no MUNICIPALITY AGENT shall be considered a COUNTY employee or COUNTY AGENT for any purpose under this AGREEMENT. The MUNICIPALITY agrees that it shall be solely and completely liable for any and all MUNICIPALITY AGENTS' past, present, or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/ or other allowances or reimbursements of any kind, including, but not limited to, workers' disability compensation benefits, unemployment compensation, Social Security Act protections and benefits, any employment taxes and/or any other statutory or contractual right or benefit based on or in any way related to any MUNICIPALITY AGENT'S employment status. The MUNICIPALITY shall be solely and completely responsible for any and all liability for CLAIM(S) which are based upon, result from, arise from, or are in any way related to, any MUNICIPALITY AGENT'S wages, compensation,

benefits or other employment-related or based rights, including, but not limited to, those described in this Paragraph.

9. **NEITHER THE COUNTY OR MUNICIPALITY SHALL HANDLE OR DISPOSE OF HAZARDOUS WASTE.** Neither the MUNICIPALITY nor the COUNTY is responsible for handling or disposing of household hazardous waste. This function will be performed solely by the HAZARDOUS WASTE VENDOR.
10. **MUNICIPALITY MAY LIMIT PARTICIPATION OF RESIDENTS.** If a MUNICIPALITY decides to limit the number of residents it will allow to participate at one or more collection events, the MUNICIPALITY will identify a method to limit such participation (which may include, for example, a voucher, pre-registration or other reasonable process). The MUNICIPALITY must communicate the process it intends to use to limit resident participation to the COUNTY in advance of a collection event to ensure smooth enforcement of this process and to allow the COUNTY ample time to communicate the process to potential resident participants in applicable advertising regarding upcoming events.
11. **PARTICIPATION FEES.** A MUNICIPALITY may charge participating residents a fee to participate in NoHaz events. This fee will be collected by the COUNTY at the NoHaz events unless other arrangements have been made with the COUNTY in advance. Each MUNICIPALITY will indicate via resolution whether or not a fee is to be charged, and if so, the amount.
12. **FINANCIAL RESPONSIBILITIES**
 - 12.1 The COUNTY, subject to the terms of this AGREEMENT, will advance such funds as are necessary to pay the HAZARDOUS WASTE COLLECTION COSTS and ADMINISTRATIVE COSTS of the Program. The MUNICIPALITY shall repay the COUNTY in the following manner:
 - 12.1.1 The MUNICIPALITY shall repay the COUNTY a percentage of the total ADMINISTRATIVE COST of the Program. The MUNICIPALITY'S share of ADMINISTRATIVE COSTS under the program shall be the sum total of two different calculations. The first calculation, based upon MUNICIPAL population figures, represents half of the MUNICIPALITIES share of ADMINISTRATIVE COSTS under the Program. This figure shall be based upon total MUNICIPAL population compared to the overall population of participating MUNICIPALITIES program-wide. For purposes of illustration without limitation, if the MUNICIPALITY consists of 1,000 residents and there are a total of 10,000 MUNICIPAL residents served Program-wide, then the MUNICIPALITY would pay 10 (ten) percent of this half of the Program's total ADMINISTRATIVE COST. The second half of the MUNICIPALITY'S total ADMINISTRATIVE COST shall be the percentage of total MUNICIPAL participation compared to the overall participation of residents Program-wide. For purposes of illustration without limitation, if 1,000 MUNICIPAL residents

participate in the Program and there are a total of 10,000 MUNICIPAL residents participating Program-wide, then the MUNICIPALITY would pay 10 (ten) percent of this half of the ADMINISTRATIVE COST.

12.1.2 The MUNICIPALITY shall also repay the COUNTY a portion of the HAZARDOUS WASTE COLLECTION COSTS. The HAZARDOUS WASTE COLLECTION COSTS will be all costs paid by the COUNTY to the HAZARDOUS WASTE VENDOR for collecting and disposing of a MUNICIPAL resident's hazardous waste material, less any fees collected at the NoHaz events for this purpose. The MUNICIPALITY may cap its HAZARDOUS WASTE COLLECTION COSTS by limiting the number of MUNICIPAL residents that may participate in collection events. The MUNICIPALITY shall advise the COUNTY of any such limitation upon MUNICIPAL resident participation.

12.1.3 The COUNTY shall submit an invoice to the MUNICIPALITY itemizing all amounts due under this AGREEMENT for its share of ADMINISTRATIVE and HAZARDOUS WASTE COLLECTION COSTS. The MUNICIPALITY shall pay the invoice submitted to the COUNTY within thirty (30) days after receipt of the invoice.

12.2 Except as expressly provided in this AGREEMENT, the COUNTY is not responsible for any cost, fee, fine or penalty incurred by the MUNICIPALITY in connection with this AGREEMENT.

12.3 In the event any monetary sponsorships from businesses or other entities are received for the Program, the proceeds shall be split between the member MUNICIPALITIES using the same formula as is used to determine the portion of the administrative fee that each MUNICIPALITY is responsible for. This amount shall be deducted from the invoice that the COUNTY submits to the MUNICIPALITY.

13. MUNICIPALITY'S FAILURE TO PAY

13.1 If the MUNICIPALITY, for any reason, fails to pay the COUNTY any monies when and as due under this AGREEMENT, the MUNICIPALITY agrees that unless expressly prohibited by law, the COUNTY or the County Treasurer, at their sole option, shall be entitled to setoff from any other MUNICIPALITY funds that are in the County's possession for any reason. Funds include but are not limited to the Delinquent Tax Revolving Fund ("DTRF"). Any setoff or retention of funds by the COUNTY shall be deemed a voluntary assignment of the amount by the MUNICIPALITY to the COUNTY. MUNICIPALITY waives any CLAIMS against the COUNTY or its Officials for any acts related specifically to the COUNTY'S offsetting or retaining such amounts. This paragraph shall not limit MUNICIPALITY'S legal right to dispute whether the underlying amount retained by the COUNTY was actually due and owing under this AGREEMENT.

- 13.2 If the COUNTY chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay the COUNTY any amounts due and owing the COUNTY under this AGREEMENT, the COUNTY shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to the COUNTY under this AGREEMENT. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.
- 13.3 Nothing in this Section shall operate to limit the COUNTY'S right to pursue or exercise any other legal rights or remedies under this AGREEMENT against MUNICIPALITY to secure reimbursement or amounts due the COUNTY under this AGREEMENT. The remedies in this Section shall be available to the COUNTY on an ongoing and successive basis if the MUNICIPALITY at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this AGREEMENT, if the COUNTY pursues any legal action in any court to secure its payment under this AGREEMENT, the MUNICIPALITY agrees to pay all costs and expenses, including attorney's fees and court costs, incurred by the COUNTY in the collection of any amount owed by MUNICIPALITY.

14. EACH PARTY RESPONSIBLE FOR ITS OWN ACTIONS UNDER AGREEMENT

- 14.1 Each Party shall be responsible for any CLAIMS made against that Party and for the acts of its Employees or AGENTS.
- 14.2 In any CLAIMS 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 any attorney fees.
- 14.3 Except as otherwise provided in this AGREEMENT, neither Party shall have any right under any legal principle to be indemnified by the other Party or any of its employees or AGENTS in connection with any CLAIM.
- 14.4 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.

15. HAZARDOUS WASTE VENDOR INDEMNIFICATION OF THE MUNICIPALITY

- 15.1 The COUNTY shall require the following indemnification for participating MUNICIPALITIES within the HAZARDOUS WASTE VENDOR CONTRACT:
- 15.1.1 The Contractor will protect, defend, and indemnify the County, Program Hosts, and all Participating Municipalities, together with their controllers, trustees, officers, agents, servants, volunteers, and

employees from any and all liabilities, claims, liens, demands, and costs, of whatever kind and nature which may result in injury or death to any persons, and for loss or damage to any property, including property owned or in the care, custody or control of the County, Program Hosts or Participating Municipalities in connection with or in any way incident to or arising out of the occupancy, use, service operations, performance, or non-performance of work in connection with this Contract resulting in whole or in part from negligent and/or willful acts or omissions of the Contractor, or any sub-contractor, or any employee, agent or representative of the Contractor or subcontractor.

15.1.2 The indemnification rights and obligations contained in this Contract are in excess of and over and above any valid and collectible insurance rights/policies.

15.1.3 Contractor waives and releases all actions, liabilities, loss, and damage including any subrogated rights it may have against the County, Program Hosts or Participating Municipalities based upon any claim brought against the County, Program Hosts or Participating Municipalities by a Contractor Employee.

16. **LENGTH OF AGREEMENT.** This AGREEMENT shall become effective at 12:01 A.M., January 1, 2024 and shall remain in effect continuously until it expires, without any further act or notice being required by either party, at 11:59 P.M. on December 31, 2024.

17. **TERMINATION OR CANCELLATION OF AGREEMENT.** Once the agreement commences (as described in section 16 above), the parties may only terminate this AGREEMENT as provided below:

17.1 Either Party may terminate or cancel this AGREEMENT for any reason upon thirty (30) days' notice. The effective date for termination or cancellation shall be clearly stated in the notice. If the MUNICIPALITY terminates this AGREEMENT after commencement of the Program, it shall nevertheless remain liable for its share of the ADMINISTRATIVE COSTS and HAZARDOUS WASTE COLLECTION COSTS for the entire term of this AGREEMENT.

17.2 The COUNTY may cancel this AGREEMENT at any time should the MUNICIPALITY "default" on any obligation under this AGREEMENT. "Default" is defined as the failure of the MUNICIPALITY and/or any MUNICIPALITY AGENT to fulfill any MUNICIPALITY obligations under this AGREEMENT. If time permits, but not otherwise, the COUNTY shall notify the MUNICIPALITY in writing of any default and provide the MUNICIPALITY with an opportunity to correct the situation. If after a reasonable period to cure the default, the MUNICIPALITY has not corrected the circumstances giving rise to the notice, the COUNTY may cancel this AGREEMENT and terminate the MUNICIPALITY'S further participation in this Program.

18. **SUSPENSION OF SERVICES.** Upon notice to the MUNICIPALITY and the NoHaz ADVISORY BOARD, the COUNTY may immediately suspend this AGREEMENT if the MUNICIPALITY has failed to reasonably comply, within the COUNTY'S sole discretion, with federal, state, or local law, or any requirements contained in this AGREEMENT. The right to suspend services is in addition to the right to terminate or cancel this AGREEMENT contained in Section 17. The COUNTY shall not incur penalty, expense, or liability if services are suspended under this Section.
19. **LIMITATION OF LIABILITY.** The Parties agree that the COUNTY used its best efforts and judgment when selecting a HAZARDOUS WASTE VENDOR for this Program. The MUNICIPALITY agrees to waive any CLAIM(S) or liability against the COUNTY for any material defects, errors, mistakes, negligence, or omissions in the bid specifications, the bid procedure, the bid award process, the HAZARDOUS WASTE VENDOR contract negotiation process, the preparation or execution of the HAZARDOUS WASTE VENDOR contract, or any other errors or mistakes of fact by the COUNTY in the selection of the HAZARDOUS WASTE VENDOR. The MUNICIPALITY agrees that at all times and for all purposes under this AGREEMENT, the HAZARDOUS WASTE VENDOR relationship to the COUNTY shall be that of an Independent Contractor and not a COUNTY AGENT as defined herein. The MUNICIPALITY hereby agrees to waive any CLAIM(S) or liability against the COUNTY based in any manner upon any act or omission of the HAZARDOUS WASTE VENDOR.
20. **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.
21. **COMPLIANCE WITH LAWS.** Each Party shall comply with all federal, state, and local statutes, ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this AGREEMENT, including, but not limited to, the policies, procedures, rules and regulations attached as Exhibits to this AGREEMENT, and properly promulgated amendments to those Exhibits.
22. **DISCRIMINATION.** The Parties shall not discriminate against their employees, AGENTS, applicants for employment, or another persons or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.
23. **PERMITS AND LICENSES.** Each Party shall be responsible for obtaining and maintaining, throughout the term of this AGREEMENT, all licenses, permits, certificates, and governmental authorizations necessary to perform all its obligations under this AGREEMENT. Upon request, a Party shall furnish copies of any permit, license, certificate or governmental authorization to the requesting Party.

24. **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.
25. **FORCE MAJEURE.** Each Party shall be excused from any obligations under this AGREEMENT during the time and to the extent that a Party is prevented from performing due to causes beyond such Party's control, including, but not limited to, an act of God, war, acts of government (other than the Parties'), fire, strike, labor disputes, civil disturbances, reduction of power source, or any other circumstances beyond the reasonable control of the affected Party. Reasonable notice shall be given to the affected Party of any such event.
26. **IN-KIND SERVICES.** This AGREEMENT does not authorize any in-kind services, unless previously agreed to by the Parties and specifically listed herein.
27. **DELEGATION/SUBCONTRACT/ASSIGNMENT.** A Party shall not delegate, subcontract, and/or assign any obligations or rights under this AGREEMENT without the prior written consent of the other Party. A delegation, subcontract and/or assignment made without the prior written consent of the other Party is void.
28. **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.
29. **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.
30. **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 number, any reference to the male, female, or neuter genders, and any possessive or non-possessive use in this AGREEMENT shall be deemed the appropriate plurality, gender or possession as the context requires.
31. **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: (1) the date of actual receipt; (2) the next business day when notice is sent express

delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

31.1 If Notice is sent to the COUNTY, it shall be addressed and sent to: Oakland County Economic Development, 2100 Pontiac Lake Road, Bldg. 41W, Waterford, MI 48328-0409 and Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph, Pontiac, Michigan 48341.

31.2 If Notice is sent to the MUNICIPALITY, it shall be addressed to:

31.3 Either Party may change the address and/or individual to which Notice is sent by notifying the other Party in writing of the change.

32. **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.

33. **AGREEMENT APPROVAL AND AMENDMENT**

33.1 This AGREEMENT shall not become effective prior to the approval by concurrent resolutions of the County Board of Commissioners and the governing Legislative Body of the MUNICIPALITY. The approval and terms of this AGREEMENT shall be entered in the official minutes and proceedings of the County Board of Commissioners and governing Legislative Body of the MUNICIPALITY and shall also be filed with the office of the Clerk for the County and the MUNICIPALITY. In addition, this AGREEMENT, and any subsequent amendments, shall be filed with the Secretary of State for the State of Michigan by the COUNTY and shall not become effective or implemented prior to its filing with the Secretary of State.

33.2 Except as expressly provided herein, this AGREEMENT may be amended only by concurrent written resolutions of the County Board of Commissioners and the governing Legislative Body of the MUNICIPALITY. This AGREEMENT shall, not be changed, supplemented, or amended except as provided for herein, and no other act, verbal representation, document, usage, or custom shall be deemed to amend or modify this AGREEMENT.

34. **ENTIRE AGREEMENT.** This AGREEMENT constitutes the complete and entire AGREEMENT between the COUNTY and MUNICIPALITY and fully supersedes any and all prior AGREEMENTS or contemporaneous representations or understandings, verbal or oral, between them concerning and in any way related to the subject matter of this AGREEMENT. It is further agreed that the

terms and conditions herein are contractual and are not a mere recital and that are no other AGREEMENTS, understandings, contracts, or representations between the MUNICIPALITY and the COUNTY in any way related to the subject matter hereof, except as expressly stated herein.

35. **CONCLUSION.** For and in consideration of the mutual promises, acknowledgements and representations set forth in this AGREEMENT, and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the COUNTY and MUNICIPALITY hereby agree to be bound by the above terms and provisions.

IN WITNESS WHEREOF, _____ hereby acknowledges that they have been authorized by a resolution of the _____, a certified copy of which is attached, to execute this AGREEMENT on behalf of the MUNICIPALITY and hereby accepts and binds the MUNICIPALITY to the terms and conditions of this AGREEMENT.

EXECUTED: _____ DATE: _____

WITNESSED: _____ DATE: _____

IN WITNESS WHEREOF, the Chairperson of the Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners, a certified copy of which is attached, to execute this AGREEMENT on behalf of the County of OAKLAND and hereby accepts and binds the COUNTY to the terms and conditions of this AGREEMENT.

EXECUTED: _____ DATE: _____
Chairperson
Oakland County Board of Commissioners

WITNESSED: _____ DATE: _____

EXHIBIT A - 2024 Projected NoHaz Budget

2024 NoHaz Program Cost Details		
Collection Costs		\$5,500.00
Administration		\$500.00
Education and Outreach		\$12,000.00
TOTAL		\$18,000.00
2024 NoHaz Hazardous Waste Disposal and Recycling Costs		
Per Vehicle Fee (including computer & electronic waste and latex paint)		\$106.25*
<p><i>This Estimate is based on holding four collection events. If more communities join the program than are expected, or communities drop from the program, the number of collections may be adjusted accordingly. Additional collection events will increase the administrative fee by approximately \$2,500 each. Any additional collections will be agreed upon by the County and the NoHaz Advisory Board.</i></p> <p><i>*If the vendor deems a vehicle to have an excessive amount of waste, additional charges may apply.</i></p> <p><i>Vendor imposes a 600 car minimum per collection event. In the event a collection has fewer than 600 participants, the cost difference will be split between all member communities using the formula that is used to determine the administrative fee.</i></p>		

EXHIBIT B - 2024 Estimated Costs

Municipality	Population (2020 census)	% of NoHaz population	admin fee based on population	Cars	% of participation	admin fee based on # of cars	HHW disposal fee	Revenue from \$15 or \$30 fee	total amount for program
			\$9,000.00			\$9,000.00	\$106.25		
Addison**	6,256	2.20%	\$198.38	129	3.38%	\$304.09	\$13,706.25	\$3,870.00	\$10,338.71
Clarkston*	928	0.33%	\$29.43	37	0.97%	\$87.22	\$3,931.25	\$555.00	\$3,492.90
Groveland*	5,912	2.08%	\$187.47	76	1.99%	\$179.15	\$8,075.00	\$1,140.00	\$7,301.62
Independence*	36,686	12.93%	\$1,163.31	688	18.02%	\$1,621.79	\$73,100.00	\$10,320.00	\$65,565.10
Lake Angelus	287	0.10%	\$9.10	22	0.58%	\$51.86	\$2,337.50	\$0.00	\$2,398.46
Oakland*	20,067	7.07%	\$636.32	401	10.50%	\$945.26	\$42,606.25	\$6,015.00	\$38,172.83
Orion*	38,206	13.46%	\$1,211.51	681	17.84%	\$1,605.29	\$72,356.25	\$10,215.00	\$64,958.05
Oxford	22,419	7.90%	\$710.90	781	20.46%	\$1,841.02	\$82,981.25	\$0.00	\$85,533.17
Pontiac	61,606	21.71%	\$1,953.52	119	3.12%	\$280.51	\$12,643.75	\$0.00	\$14,877.78
Rose	6,188	2.18%	\$196.22	77	2.02%	\$181.51	\$8,181.25	\$0.00	\$8,558.98
Springfield*	14,703	5.18%	\$466.23	255	6.68%	\$601.10	\$27,093.75	\$3,825.00	\$24,336.08
Waterford*	70,565	24.86%	\$2,237.61	552	14.46%	\$1,301.20	\$58,650.00	\$8,280.00	\$53,908.81
	283,823	100.00%	\$9,000.00	3,818	100.00%	\$9,000.00	\$405,662.50	\$44,220.00	\$379,442.50

* = Community charges participants \$15 each to participate in NoHaz events

** = Community charges participants \$30 each to participate in NoHaz events

(1.) **This is only an estimate.** Communities will be billed on actual use and participation based on which communities are under contract for 2024.

Participating communities listed above are preliminary and will be finalized in early 2024.

(2.) The cost per vehicle including collection of latex paint and electronic waste is \$106.25. The total administration fee is \$18,000.00, which includes 4 events.

(3.) The number of participants is estimated using the 2023 number of participants and adding 5% for member communities in 2023.

(4.) One or two people from each community are required to work at each of the collection events. Failure to provide a volunteer will result in charges as outlined in the Interlocal agreement. These costs are not factored into this estimate. A representative from each community is also needed to attend meetings 1-3 times per year. These costs are not factored into this estimate.

(5.) If additional communities join the program, additional collections may be necessary. This would be decided upon by the County and

NoHaz Advisory Board and would result in additional administration costs of approximately \$2,500 per collection.

(6.) Vendor imposes a 600-car minimum per collection event. In the event a collection has fewer than 600 participants, the difference will be split between all member communities using the formula used to determine the administrative fee.

(7). This estimate does not take into account any sponsorships that may be received for the program.

#10

RESOLUTION



CITY OF PONTIAC OFFICIAL MEMORANDUM

Department of Purchasing

TO: Honorable City Council

FROM: Alicia Martin, Purchasing Manager
Timothy Sadowski, Finance Director

CC: Mayor Tim Greimel, and Deputy Mayor Khalfani Stephens

DATE: January 16, 2024

RE: Council Resolution Authorizing the City Clerk to Publish Proposed Budget Amendment for the Budget Year 2023-2024 - Increase in Budget Appropriations for General Ledger Account 101-233-818.000 (Professional Services)

The Purchasing Manager is asking the Council to pass a resolution to amend the budget to increase the professional services general ledger account 101-233-818.000. The increase will allow for the purchase of a professional procurement consultant, by way of the Procurement Consulting Group (PCG) totaling \$57,750, and for the Purchasing Division to purchase a license and implementation for the OpenGov cloud-based procurement software for \$31,535.

The professional procurement consultant will help the Purchasing Division develop and process solicitations for major goods and services that cost \$10,000 and greater. The consultant will also assist the purchasing manager with organizing contracts and will assist with completing tasks associated with the OpenGov cloud-based procurement software and implementation.

Obtaining a license for OpenGov's procurement software will improve the City's purchasing processes and systems. The current system, while functional, is limiting the division's ability to manage purchasing efficiently. Use of this software will allow the City's Purchasing Division to enhance its efficiency, reduce costs, and improve overall accountability for supplier onboarding, solicitation management, contract management, and supplier evaluations.

The breakdown of the proposed budget amendment is as follows:

Fund 101 -	General Fund	
Dept 233	101-233-818.000 -Professional Services (consultant)	\$57,750
	101.818.000 – Professional Services (software)	\$31,535
Total Budget Amendment Request – Not to Exceed		\$89,285

The Purchasing Department requests that the Pontiac City Council authorize the City Clerk to publish the proposed budget amendment to increase the appropriation in Fund 101– General Fund, specifically in General Ledger Account 101-233-818.000 (Professional Services), with an amount Not to Exceed \$89,285.



CITY OF PONTIAC CITY COUNCIL

City Council Resolution to authorize the City Clerk to Publish the Proposed Budget Amendment for the Purchasing Division to obtain a license for OpenGov procurement software and to hire a procurement professional from Professional Consulting Group in an amount not to exceed \$89,250.

WHEREAS, the Purchasing Division is in need of support staff and industry software to aid in the efficient and timely processing of solicitations for goods and services; and

WHEREAS, the Purchasing Manager is requesting a budget amendment for FY 2023-2024 to pay for a license for OpenGov software and to hire a procurement consultant; and

WHEREAS, the Purchasing Manager is requesting a procurement consultant to review existing policies, engage in strategic planning and recommend operational solutions; and

WHEREAS, the Proposed Budget Amendment requires an increase in the fund balance by \$89,285 for the OpenGov software and the procurement consultant;

NOW, THEREFORE, BE IT RESOLVED, that the Pontiac City Council hereby authorizes the City Clerk to publish notice of the Purchasing Department's Proposed Budget Amendment to increase appropriations in General Fund (Purchasing) 101-233-818.000 in an amount not to exceed \$89,285 for FY 2023-2024.



1602 Village Market Blvd SE, Suite 320
Leesburg, VA20175 USA

Cage Code: 7QV38
UEI Number Y7D5MXRU2839
DUNS# 080431574
Federal Tax ID: 81-3911287
Business Size: Small Business

Date: 12/29/2023, 3:02 PM

Phone: 571 707-4130
Fax: 571-291-4119
Email: sales@vertosoft.com

Vertosoft Contact: Carly Moore
Phone: (540) 998-8361
Email: carly.moore@vertosoft.com

OpenGov Quote for City of Pontiac, MI

Contract: NCPA - OMNIA 01-165

Quote #: Q-04376
Expires On: 1/12/2024

Ship To
City of Pontiac, MI
Alicia Martin
amartin@pontiac.mi.us

Quote For:
Name: Alicia Martin
Company: City of Pontiac, MI
Email: amartin@pontiac.mi.us
Phone:

PAYMENT TERMS	DELIVERY METHOD	PAYMENT METHOD	VERTOSOFT CUST ID	SUPPLIER REF #
Net 30	Electronic	Check/ACH/Credit Card		

Overall POP Start Date: 1/10/2024
Overall POP End Date: 6/30/2027

01/10/2024-06/30/2024

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-SWFO-B80100M-AR-3Y	OpenGov Procurement - Between \$80-100 Million - 3Y	1.00	\$11,000.00	\$11,000.00
OG-PSBG-B80100M-OT-0Y	Professional Services Deployment - Prepaid - Between \$80-100 Million - 0Y	111.00	\$185.00	\$20,535.00
01/10/2024-06/30/2024 TOTAL:				\$31,535.00

TOTAL: \$31,535.00

Period 2: July 1, 2024 \$23,100.00
Period 3: July 1, 2025 \$24,255.00

Period 4: July 1, 2026 \$25,467.00

Quote Terms

By purchasing the products and services described in this order form, the Customer is expressly agreeing to the End User Agreement published at <https://www.vertosoft.com/terms-and-conditions-opengov>

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.

Credit Card Orders: Additional fees may apply if paying by credit card.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.

#11

RESOLUTION



CITY OF PONTIAC OFFICIAL MEMORANDUM

TO: Honorable City Council President and City Council

FROM: Alexandra Borngesser, Director, Grants and Philanthropy

DATE: January 16, 2024

RE: **Council resolution to approve the execution of a grant agreement with the Michigan Economic Development Corporation (MEDC) for an award in the amount of \$5,000,000 to support a downtown initiative to pay down debt related to the Phoenix Center in the City of Pontiac.**

The City of Pontiac has been awarded \$5,000,000 assigned to support a downtown initiative to pay down debt related to the Phoenix Center in the City of Pontiac. This award was made possible by the generous support and advocacy of Senator Jeremy Moss. The Department of Grants and Philanthropy kindly requests the formal acceptance of this award by way of resolution, authorizing the Mayor to execute the grant agreement between the Michigan Economic Development Corporation (MEDC) and The City of Pontiac.

The State of Michigan appropriation is meant to extinguish the City's debt related to the original purchase of the Phoenix Center that occurred while the City of Pontiac was in distress. In February of 2021, the City executed a promissory note to North Bay Drywall, Inc. Profit Sharing Plan and Trust promising to pay the principal sum of \$5,600,000. This loan was acquired by the City as part of the purchase of the Phoenix Center Parking Garage. The City has been making payments on the loan as indicated in the loan amortization schedule.

In August of 2023, the City of Pontiac executed a memorandum of agreement for the Pontiac Redevelopment Project between the County of Oakland and the City of Pontiac. The memorandum of agreement outlined the City's responsibilities and, in section 5, item A, the agreement indicated that the City was responsible for extinguishing and paying any current outstanding debt obligations on the Phoenix Center Parking Garage within 30 days of receipt of the grant from the MEDC.

The following resolution will authorize the Mayor to execute the grant agreement between the MEDC and the City of Pontiac so that funds may be disbursed, and the City may act on its responsibilities as outlined in the Memorandum of Agreement related to the Pontiac Redevelopment Project.



CITY OF PONTIAC CITY COUNCIL

Resolution to approve the execution of a grant agreement with the Michigan Economic Development Corporation (MEDC) for an award in the amount of \$5,000,000 to support a downtown initiative to pay down debt related to the Phoenix Center in the City of Pontiac.

WHEREAS, the City of Pontiac has been awarded \$5,000,000 assigned to support a downtown initiative to pay down debt related to the Phoenix Center in the City of Pontiac; and,

WHEREAS, this award was made possible by the generous support and advocacy of Senator Jeremy Moss; and,

WHEREAS, the award will extinguish all debt owed to North Bay Drywall, Inc. Profit Sharing Plan and Trust, which is related to the original purchase of the Phoenix Center; and,

WHEREAS, in August of 2023, the City of Pontiac executed a memorandum of agreement for the Pontiac Redevelopment Project between the County of Oakland and the City of Pontiac; and,

WHEREAS, the memorandum of agreement outlined the City's responsibilities, and, in section 5 item A, the agreement indicated that the City was responsible for extinguishing and paying any current outstanding debt obligations on the Phoenix Center Parking Garage within 30 days of receipt of the grant from the MEDC; and,

WHEREAS, the grant award does not have a matching requirement; and,

WHEREAS, the City agrees to submit documentation of the expenditures of funds in accordance with the agreement and submit progress reports in a form and to the satisfaction of the MEDC, that provides at a minimum the status of the project and an accounting of all funds expended on Grant Activities; and,

WHEREAS, during the Term, and for seven (7) years after the Ending Date, the Grantee shall maintain reasonable records, including evidence that the services were performed and the identity of all individuals paid for such services, and shall allow access to those records by the MEDC or their authorized representative at any time during this period.

THEREFORE, BE IT RESOLVED that the Pontiac City Council hereby authorizes the Mayor Tim Greimel to execute the agreement between The City of Pontiac and the Michigan Economic Development Corporation for an award in the amount of \$5,000,000, and to take any action required to execute the deliverables of the grant funded project.

**MICHIGAN ECONOMIC DEVELOPMENT CORPORATION
GRANT WITH
CITY OF PONTIAC**

The Michigan Economic Development Corporation (the "MEDC") enters into a binding agreement (the "Agreement") with City of Pontiac (the "Grantee"). As used in this Agreement, the MEDC and Grantee are sometimes individually referred to as a "Party" and collectively as "Parties."

Grantee: City of Pontiac
47450 Woodward Avenue
Pontiac, Michigan 48342

- I. **NATURE OF SERVICES.** The purpose of this Agreement is to provide funding to the Grantee to support a downtown initiative to pay down debt related to the Phoenix Center in the City of Pontiac (the "Grant Activities").

II. **PERFORMANCE SCHEDULE.**

Starting Date: October 1, 2023

Ending Date: December 31, 2024

The term of this Agreement (the "Term") shall commence on the Starting Date and shall continue until the occurrence of an event described in Section IX of this Agreement.

- III. **INCORPORATION BY REFERENCE.** The following documents are incorporated by reference as binding obligations, term, and conditions of this Agreement.

Exhibit A: Grantee's Budget

In the event of any inconsistency between the provisions of Exhibit A and this Agreement, the provisions of this Agreement shall control.

IV. **PAYMENT SCHEDULE INFORMATION.**

- A. The MEDC agrees to pay the Grantee a sum not to exceed Five Million Dollars (\$5,000,000) (the "Grant"). This Agreement does not commit the MEDC to approve requests for additional funds during or beyond the Term.
- B. MEDC requires that payments under this Agreement be processed by electronic funds transfer (EFT). Grantee is required to register to receive payments by EFT at the State Integrated Governmental Management Applications (SIGMA) Vendor Self Service (VSS) website (www.michigan.gov/VSSLogin).

- C. Subject to Section IV.B., the entirety of the Grant shall be disbursed to Grantee upon receipt and approval by the Grant Administrator of Grantee's supporting documentation, which shall include evidence of debt arising out of the Grant Activities and such other supporting documentation as approved by the Grant Administrator, showing that the payment which is requested is in accordance with Grantee's Budget. Grantee shall provide such additional documentation to Grant Administrator when requesting disbursement, or at Grant Administrator's request, through the Term. Grant Administrator shall provide Grantee with appropriate submission instructions of Grantee's supporting documentation. Grantee's supporting documentation may be subject to a final audit prior to the release of final payment.
- D. The Grantee agrees that all funds shown in the Budget, described in Exhibit A, are to be spent as specified. Grantee may not submit a request for the same costs twice. Grantee may reallocate expenditures between the categories identified in Grantee's Budget of up to ten percent (10%) of the total Grant funds without prior written approval of the Grant Manager. Changes greater than ten percent (10%) of the total Grant Funds are only allowed upon review and written approval by the Grant Administrator. The addition of any Budget categories requires review and written approval by the Grant Administrator.
- V. **MEDC GRANT ADMINISTRATOR.** The Grantee must communicate with the MEDC representative named below or his or her designee regarding this Agreement. The Grant Administrator may be changed, at any time, at the discretion of the MEDC.
- Kristyn Blackmer (the "Grant Administrator")
Michigan Economic Development Corporation
300 North Washington Square
Lansing, Michigan 48913
blackmerk1@michigan.org
- VI. **GRANTEE DUTIES.**
- A. The Grantee agrees to submit documentation of the expenditures of funds in accordance with Grantee's Budget (Exhibit A) and submit quarterly progress reports in form and substance satisfactory to the MEDC. Quarterly reporting shall include, at a minimum, the status of the Grant Activities and an accounting of all funds expended on Grant Activities during that quarter.

VII. RELATIONSHIP OF THE PARTIES.

- A. Due to the nature of the services described herein and the need for specialized skill and knowledge of Grantee, the MEDC is entering into this Agreement with Grantee. As a result, neither Grantee nor any of its employees or agents is or shall become an employee of the MEDC due to this Agreement.
- B. Grantee will provide the services and achieve the results specified in this Agreement free from the direction or control of the MEDC as to means and methods of performance.
- C. Grantee assumes full responsibility for any insurance or other fringe benefits, including, but not limited to, Social Security, Worker's Compensation, income tax withholdings, retirement or leave benefits for its employees. The MEDC is not responsible for any such insurance or other fringe benefits.
- D. Including those items provided for in Grantee's Budget in order for Grantee to achieve the Grant Activities, all tools, supplies, materials, equipment, and office space necessary to carry out this Agreement are the sole responsibility of Grantee.
- E. Grantee shall retain all control of its employees and staffing decisions independent of the direction and control of the MEDC.

VIII. ACCESS TO RECORDS. During the Term, and for seven (7) years after the Ending Date, the Grantee shall maintain reasonable records, including evidence that the services actually were performed and the identity of all individuals paid for such services, and shall allow access to those records by the MEDC or their authorized representative at any time during this period.

IX. TERMINATION. This Agreement shall terminate upon the earlier of the following:

- A. The Ending Date.
- B. Termination by the MEDC:
 - 1. By giving thirty (30) calendar days prior written notice to the Grantee in the event of fraudulent behavior or other egregious circumstances directly relating to the Grantee or the Grant Activities not otherwise covered by Section XIX of this Agreement, which would in the judgment of the MEDC CEO, reflect unfavorably on the State of Michigan if the Agreement were not terminated; or
 - 2. In the event that the Legislature of the State of Michigan the State Government, or any State official, commission, authority, body, or employee

or the federal government (a) takes any legislative or administrative action which fails to provide, terminates, or reduces the funding necessary for this Agreement; or (b) takes any legislative or administrative action, which is unrelated to the source of funding for the Agreement, but which affects the MEDC's ability to fund and administer this Agreement and other MEDC programs, provided, however, that in the event such action results in an immediate absence or termination of funding, cancellation may be made effective immediately upon delivery of notice to the Grantee; or

3. Pursuant to Section XIX of this Agreement.

- X. **MEDC EMPLOYEES.** The Grantee will not hire any employee of the MEDC to perform any services covered by this Agreement without prior written approval from the Chief Executive Officer of the MEDC.
- XI. **CONFIDENTIAL INFORMATION.** Except as required by law, the Grantee shall not disclose any information, including targeted business lists, economic development analyses, computer programs, databases, and all materials furnished to the Grantee by the MEDC without the prior written consent of the MEDC. All information described in this Section shall be considered "Confidential Information" under this Agreement. Confidential Information does not include: (a) information that is already in the possession of, or is independently developed by, Grantee; (b) becomes publicly available other than through breach of this Agreement; (c) is received by Grantee from a third party with authorization to make such disclosures; or (d) is released with MEDC's written consent.
- XII. **PUBLICATIONS.** Except for Confidential Information, the MEDC hereby agrees that researchers funded with this Agreement shall be permitted to present at symposia, national, or regional professional meetings, and to publish in journals, theses, or dissertations, or otherwise of their own choosing, the methods and results of their research. Grantee shall at its sole discretion and at its sole cost and expense, prior to publication, seek intellectual property protection for any Inventions (as described in Section XIII) if commercially warranted. Grantee shall submit to the MEDC a listing of articles that Grantee has submitted for publication resulting from work performed hereunder in its quarterly report to the MEDC. Grantee shall acknowledge the financial support received from the MEDC, as appropriate, in any such publication.
- XIII. **INTELLECTUAL PROPERTY RIGHTS.** Grantee shall retain ownership to the entire right, title, and interest in any new inventions, improvements, or discoveries developed or produced under this Agreement, including, but not limited to, concepts know-how, software, materials, methods, and devices ("Inventions") and shall have the right to enter into license agreements with industry covering Inventions.
- XIV. **CONFLICT OF INTEREST.** Except as has been disclosed to the MEDC, Grantee

affirms that neither the Grantee nor its Affiliates or their employees has, shall have, or shall acquire any contractual, financial business, or other interest, direct or indirect, that would conflict in any manner with Grantee's performance of its obligations under this Agreement or otherwise create the appearance of impropriety with respect to this Agreement.

Grantee further affirms that neither Grantee nor any affiliates or their employees has accepted or shall accept anything of value based on an understanding that the actions of the Grantee or its affiliates or either's employees on behalf of the MEDC would be influenced. Grantee shall not attempt to influence any MEDC employee by the direct or indirect offer of anything of value. Grantee also affirms that neither Grantee, nor its Affiliates or their employees has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Grantee or its Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the execution of this Agreement.

In the event of change in either the interests or services under this Agreement, Grantee will inform the MEDC regarding possible conflicts of interest which may arise as a result of such change. Grantee agrees that conflicts of interest shall be resolved to the MEDC's satisfaction or the MEDC may terminate this Agreement. As used in this Paragraph, "conflict of interest" shall include, but not be limited to, conflicts of interest that are defined under the laws of the State of Michigan.

- XV. INDEMNIFICATION AND GRANTEE LIABILITY INSURANCE.** [To the extent permitted by law, The Grantee shall indemnify, defend and hold harmless the MEDC, its corporate board of directors, executive committee members including its participants, its corporate board of directors, its officers, agents, and employees (the "Indemnified Persons") from any damages that it may sustain through the negligence of the Grantee pertaining to the performance of this Agreement.

The Grantee shall maintain such insurance to protect the Indemnified Persons from claims that might arise out of or as a result of the Grantee's operations; however, Grantee's indemnification obligation shall not be limited to the limits of liability imposed under the Grantee's insurance policies. The Grantee will provide and maintain its own general liability, property damage, and Worker's Compensation insurance. The insurance shall be written for not less than any limits of liability required by law for the Grantee's obligation for indemnification under this Agreement.

- XVI. TOTAL AGREEMENT.** This Agreement, together with Exhibit A incorporated herein, is the entire agreement between the Parties superseding any prior or concurrent agreements as to the services being provided, and no oral or written terms or conditions which are not contained in this Agreement shall be binding. This Agreement may not be changed except by mutual agreement of the Parties reduced to writing and signed.

- XVII. ASSIGNMENT/TRANSFER/SUBCONTRACTING.** Except as contemplated by this Agreement, the Grantee shall not assign, transfer, convey, subcontract, or otherwise dispose of any duties or rights under this Agreement without the prior specific written consent of the MEDC. Any future successors of the Grantee will be bound by the provisions of this Agreement unless the MEDC otherwise agrees in a specific written consent. The MEDC reserves the right to approve subcontractors for this Agreement and to require the Grantee to replace subcontractors who are found to be unacceptable.
- XVIII. COMPLIANCE WITH LAWS.** The Grantee is not and will not during the Term be in violation of any laws, ordinances, regulations, rules, orders, judgments, decrees, or other requirements imposed by any governmental authority to which it is subject, and will not fail to obtain any licenses, permits, or other governmental authorizations necessary to carry out its duties under this Agreement.
- XIX. DEFAULT.** The occurrence of any one or more of the following events or conditions shall constitute an "Event of Default" under this Agreement, unless a written waiver of the Event of Default is signed by the MEDC: (a) any representation, covenant, certification, or warranty made by the Grantee shall prove incorrect at the time that such representation, covenant, certification, or warranty was made in any material respect; (b) the Grantee's failure generally to pay debts as they mature, or the appointment of a receiver or custodian over a material portion of the Grantee's assets, which receiver or custodian is not discharged within sixty (60) calendar days of such appointment; (c) any voluntary bankruptcy or insolvency proceedings are commenced by the Grantee; (d) any involuntary bankruptcy or insolvency proceedings are commenced against the Grantee, which proceedings are not set aside within sixty (60) calendar days from the date of institution thereof; (e) any writ of attachment, garnishment, execution, tax lien, or similar writ is issued against any property of the Grantee, which is not removed within sixty (60) calendar days. (f) the Grantee's failure to comply with the reporting requirements hereof; (g) the Grantee's failure to comply with any obligations or duties contained herein; and/or (h) Grantee's use of the Grant funds for any purpose not contemplated under this Agreement.
- XX. AVAILABLE REMEDIES.** Upon the occurrence of any one or more of the Events of Default, the MEDC may terminate this Agreement immediately upon notice to the Grantee. The termination of this Agreement is not intended to be the sole and exclusive remedy in case any Event of Default shall occur and each remedy shall be cumulative and in addition to every other provision or remedy given herein or now or hereafter existing at law or equity.
- XXI. REIMBURSEMENT.** If this Agreement is terminated as a result of Section XIX(h) hereof, the MEDC shall have no further obligation to make a Grant disbursement to the Grantee. The Grantee shall reimburse the MEDC for disbursements of the Grant determined to have been expended for purposes other than as set forth

herein as well as any Grant funds, which were previously disbursed but not yet expended by the Grantee.

XXII. NOTICES. Any notice, approval, request, authorization, direction, or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes: (a) on the delivery date if delivered by electronic mail or by confirmed facsimile; (b) on the delivery date if delivered personally to the Party to whom the same is directed; (c) one business day after deposit with a commercial overnight carrier, with written verification of receipt; or (d) Three business days after the mailing date, whether or not actually received, if sent by U.S. mail, return receipt requested, postage, and charges prepaid, or any other means of rapid mail delivery for which a receipt is available. The notice address for the Parties shall be the address as set forth in this Agreement, with the other relevant notice information, including the recipient for notice and, as applicable, such recipient's facsimile number or electronic mail address, to be as reasonably identified by notifying Party. The MEDC and Grantee may, by notice given hereunder, designate any further or different addresses to which subsequent notices shall be sent.

XXIII. ACCESS TO RECORDS AND INSPECTION RIGHTS. During the Term, there will be frequent contact between the Grant Administrator and the Grantee. Until the end of the Term, to enable the MEDC to monitor and ensure compliance with the terms of this Agreement, the Grantee shall permit the MEDC to visit the Grantee, and any other location where books and records of the Grantee are normally kept, to inspect the books and records, including financial records and all other information and data relevant to the terms of this Agreement, including the expenditure of the Grant disbursements; provided, however, that such audit right shall survive the end of the Term by three (3) years. At such visits, the Grantee shall permit any employee or agent of the MEDC to make copies or extracts from information and to discuss the affairs, finances, and accounts of the Grantee related to this Agreement with its officers, employees, or agents. The MEDC shall have the right to remove, photocopy, photograph, or otherwise record in any way any part of such books and records with the prior written consent of the Grantee, which consent shall not be unreasonably withheld.

XXIV. GOVERNING LAW. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced, and governed under the laws of the State of Michigan without regard to the doctrines of conflict of laws. The terms of this provision shall survive the termination or cancellation of the Agreement.

XXV. COUNTERPARTS AND COPIES. The Parties hereby agree that the faxed signatures of the Parties to this Agreement shall be as binding and enforceable as original signatures; and that this Agreement may be executed in multiple counterparts with the counterparts together being deemed to constitute the complete agreement of the Parties. Copies (whether photostatic, facsimile or

otherwise) of this Agreement may be made and relied upon to the same extent as though such copy was an original.

XXVI. JURISDICTION. In connection with any dispute between the Parties under this Agreement, the Parties hereby irrevocably submit to jurisdiction and venue of the Michigan circuit courts of the State of Michigan located in Ingham County. Each Party hereby waives and agrees not to assert, by way of motion as a defense or otherwise in any such action any claim; (a) that it is not subject to the jurisdiction of such court; (b) that the action is brought in an inconvenient forum; (c) that the venue of the suit, action, or other proceeding is improper; or (d) that this Agreement or the subject matter of this Agreement may not be enforced in or by such court.

XXVII. SEVERABILITY. All of the clauses of this Agreement are distinct and severable and, if any clause shall be deemed illegal, void, or unenforceable, it shall not affect the validity, legality, or enforceability of any other clause or provision of this Agreement. To the extent possible, the illegal, void, or unenforceable provision shall be revised to the extent required to render the Agreement enforceable and valid, and to the fullest extent possible, the rights and responsibilities of the Parties shall be interpreted and enforced to preserve the Agreement and the intent of the Parties. Provided, if application of this section should materially and adversely alter or affect a Party's rights or obligations under this Agreement, the Parties agree to negotiate in good faith to develop a structure that is as nearly the same structure as the original Agreement (as may be amended from time to time) without regard to such invalidity, illegality, or unenforceability.

XXVIII. PUBLICITY. At the request and expense of the MEDC, the Grantee will cooperate with the MEDC to promote the Grant Activities through one or more of the placement of a sign, plaque, media coverage, or other public presentation at the project or other location acceptable to the Parties.

XXIX. SURVIVAL. The terms and conditions of sections VII, VIII, XI, XV, XVII, XXIV, XXVI, and XXVII shall survive termination of this Agreement.

(remainder of page intentionally left blank)

The signatories below warrant that they are empowered to enter into this Agreement.

GRANTEE ACCEPTANCE: City of Pontiac

Dated: _____

Tim Greimel
Mayor

MEDC ACCEPTANCE: Michigan Economic Development Corporation

Dated: _____

Christin Armstrong
Secretary

EXHIBIT A
GRANTEE'S BUDGET

1. Grantee:		2. Project Title			
3. Project Cost Elements		4. Funding Sources			
Activities	Other/Additional Notes	Michigan Enhancement Grant	Local Funding	Other Funding	Total
Other:	Phoenix Center Legacy Debt Relief	\$5,000,000	\$ -	\$ -	\$ 5,000,000.00
Total		\$ 5,000,000.00	\$ -	\$ -	\$ 5,000,000.00

#12

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

TO: Honorable City Council President and City Council

FROM: Alexandra Borngesser, Director of Grants & Philanthropy

DATE: January 16, 2024

RE: **Council resolution to authorize the City Clerk to publish the proposed budget amendment to increase budgeted revenues in the amount of \$5,000,000 to account 101-000-558.000 STATE GRANTS – MEDC, and appropriations in the amount of \$5,000,000 to account 101-925-992.084 DEBT SERVICE - OTTAWA_PHOENIX CENTER**

The City of Pontiac has been awarded \$5,000,000 assigned to support a downtown initiative to pay down debt related to the Phoenix Center in the City of Pontiac. This award was made possible by the generous support and advocacy of Senator Jeremy Moss. The State of Michigan appropriation is meant to extinguish the City's debt related to the original purchase of the Phoenix Center that occurred while the City of Pontiac was in distress. In February of 2021, the City executed a promissory note to North Bay Drywall, Inc. Profit Sharing Plan and Trust promising to pay the principal sum of \$5,600,000. This loan was acquired by the City as part of the purchase of the Phoenix Center Parking Garage. The City has been making payments on the loan as indicated in the loan amortization schedule.

In August of 2023, the City of Pontiac executed a memorandum of agreement for the Pontiac Redevelopment Project between the County of Oakland and the City of Pontiac. The memorandum of agreement outlined the City's responsibilities and, in section 5, item A, the agreement indicated that the City was responsible for extinguishing and paying any current outstanding debt obligations on the Phoenix Center Parking Garage within 30 days of receipt of the grant from the MEDC.

The following resolution will authorize the Clerk to publish a budget amendment to recognize the grant revenue and appropriate the funding so that funds may be disbursed, and the City may act on its responsibilities as outlined in the Memorandum of Agreement related to the Pontiac Redevelopment Project.



Council resolution to authorize the City Clerk to publish the proposed budget amendment to increase budgeted revenues in the amount of \$5,000,000 to account 101-000-558.000 STATE GRANTS – MEDC, and appropriations in the amount of \$5,000,000 to account 101-925-992.084 DEBT SERVICE - OTTAWA_PHOENIX CENTER

WHEREAS, the City of Pontiac was awarded \$5,000,000 to support a downtown initiative to pay down debt related to the Phoenix Center in the City of Pontiac; and,

WHEREAS, the award will extinguish all debt owed to North Bay Drywall, Inc. Profit Sharing Plan and Trust, which is related to the original purchase of the Phoenix Center; and,

WHEREAS, in August of 2023, the City of Pontiac executed a memorandum of agreement for the Pontiac Redevelopment Project between the County of Oakland and the City of Pontiac; and,

WHEREAS, the memorandum of agreement outlined the City's responsibilities, and, in section 5 item A, the agreement indicated that the City was responsible for extinguishing and paying any current outstanding debt obligations on the Phoenix Center Parking Garage within 30 days of receipt of the grant from the MEDC; and,

WHEREAS, the grant award does not have a matching requirement.

THEREFORE, BE IT RESOLVED, that the City Council hereby authorizes the City Clerk to publish the proposed budget amendment to increase budgeted revenues in the amount of \$5,000,000 to account 101-000-558.000 STATE GRANTS – MEDC, and appropriations in the amount of \$5,000,000 to account 101-925-992.084 DEBT SERVICE - OTTAWA_PHOENIX CENTER.

#13

RESOLUTION

TO: Honorable Council President and Members of the City Council

FROM: Mayor Tim Greimel and Deputy Mayor Khalfani Stephens

DATE: January 16, 2024

RE: Resolution to approve the authorization to upgrade the interview rooms within the Pontiac Police Substation

The Pontiac Substation has three interview rooms. One of the three interview rooms is not operational due to equipment failure. The other two working interview rooms have outdated equipment, which does not comply with state law that requires all law enforcement agencies to maintain certain quality standards for custodial interviews of certain felonies (Public Act 479 of 2012).

If the interview rooms remain out of compliance, witnesses, victims, and suspects will have to be transported to other locations for interviews. The Pontiac Substation conducts more than 5,000 criminal investigations per year. Based on the number of investigations and interviews conducted, this would result in significant costs to the City in labor and travel time transporting interviewees and arrestees to other locations. Furthermore, not upgrading the interview rooms will adversely impact the ability of the Substation to investigate crimes causing a shortage of available deputies on the road to respond to emergency situations.

American Video Transfer Inc. is the only local hardware and software reseller for interview room video and audio recording equipment in Michigan thereby qualifying as a sole source supplier under Section 23 of the Pontiac Purchasing Policies and Procedures. The cost to complete the upgrades is \$35,935.

Approving the upgrades will meet the required Michigan Commission on Law Enforcement Standards (MCOLES) for interview recording, maintain the integrity of criminal cases process and protect the rights of defendants during criminal prosecutions.

As such, based upon the above and attached information, it is recommended that the Council pass the following resolution:

WHEREAS, the equipment in the Pontiac Substation interview rooms requires audiovisual recording equipment upgrades because it is either non-operational or noncompliant; and

WHEREAS, not upgrading the equipment will result in the Pontiac Substation violating the Michigan Commission on Law Enforcement Standards (MCOLES) and the Public Act 479 of 2012; and

WHEREAS, American Video is a sole source supplier for local hardware and software reseller for interview room video and audio recording in Michigan.

NOW, THEREFORE, BE IT RESOLVED THAT, the City Council authorizes entering into a contract with

American Video Transfer Inc. to upgrade the Pontiac Police Substation three interview rooms at a cost estimate not to exceed \$40,000.



American Video Transfer Inc

~ Estb. 1988 ~

American Video Transfer Inc.
9931 E Grand River
Brighton, MI 48116
810-227-5001 Cell
Attn: Matthew Eckman

Customer:	Oakland Co. SD
	Pontiac Substation
Quote #	5904
Date	6/8/2023
Expire:	90 days

3-Room Case Cracker Interview Room Recording System

Description	QTY	MFG.	Model	Warranty	Price	Net Price
Onyx Lite 3-room server. Incl. for each room is a microphone, IP high definition covert PIR camera. 3TB storage included	1	Cardinal Peak	CCO-LITE-STD-3	Total 3-year hardware and software support	PKG. PRICE	\$ 34,540.00
Software Licensing - Perpetual - Casecracker does not charge additional licensing fees ever.	1	Cardinal Peak	Included	Perpetual	PKG. PRICE	
2nd Covert Thermostat Camera built by American Video	3	American Video	Avt-Therm-IP	3-year	PKG. PRICE	
Interview-in-progress kit includes: "in use" sign, inside room light, squad room light, and start/stop switch	3	Cardinal Peak	CCO-L-IP	3-year	PKG. PRICE	
3-year Hardware and phone support from Cardinal Peak.		Cardinal Peak			PKG. PRICE	
Full Install & Training Session, 3 year On Site service by American Video Transfer Inc.	1	American Video		3-year	PKG. PRICE	
3-Room Price						\$ 34,540.00

Options

Description	QTY	MFG.	Model	Warranty	Price	Net Price
1500 VAC Universal Power Backup Unit	1	see above	see above	see above	\$ 245.00	\$ 245.00
Windows Client PC with Intel i5, 4tb storage, 8gb ram, monitor	1	American Video	Market Brand	Manu-factures	\$ 1,150.00	\$ 1,150.00
Options Price						\$ 1,395.00

Total	\$ 35,935.00
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#14

RESOLUTION

TO: Honorable Council President and Members of the City Council

FROM: Mayor Tim Greimel and Deputy Mayor Khalfani Stephens

DATE: January 16, 2024

RE: Resolution to approve window treatments at the Pontiac Substation

Currently, there is a need for tinted windows on the second floor of the Pontiac Police Substation to increase security by preventing surveillance from the outside and protect those inside, such as personnel, victims/witnesses, and suspects brought in for interviewing.

Many of the blinds on the interview windows are broken. Due to this damage, the subject area is also receiving an excessive amount of light and heat making it uncomfortable when conducting interviews.

If replacement blinds were purchased, they would require customization to accommodate the window air conditioning units thereby creating an additional expense. Therefore, window tint would provide the requisite privacy, cost-efficiency and a more professional, uniform look to the building.

After receiving several quotes for these services, Michigan Glass Coatings can complete window tinting for \$14,037 which would be applied to approximately 76 windows.

Therefore, based on the information provided above and attached, it is recommended that the Council pass the following resolution:

WHEREAS, the Pontiac Police Substation has many damaged window blinds on the second floor which presents security risks during law enforcement activities; and

WHEREAS, window tint ensures identity protection and promotes security internally and externally; and

WHEREAS, purchasing window tint for the Pontiac Police Substation's second floor is more cost effective than replacing the window blinds because it will avoid customization expenses for the window air conditioning units and will create energy savings through temperature regulation;

NOW, THEREFORE, BE IT RESOLVED THAT, the City Council authorizes the approval of window tint services to the second floor of the Pontiac Police Substation with a cost not to exceed \$15,000.

#15

RESOLUTION



CITY OF PONTIAC OFFICIAL MEMORANDUM

Purchasing Division

TO: Honorable City Council

FROM: Alicia Martin, Purchasing Manager
Timothy Sadowski, Finance Director

CC: Mayor Tim Greimel, and Deputy Mayor Khalfani Stephens

DATE: January 16, 2024

RE: The Purchasing Manager requests that the Pontiac City Council approve the Resolution for the Purchasing Manager to purchase a three-year and six-month software license to implement and use the government cloud-based purchasing solution (software) OpenGov to help improve the City's procure-to-pay process.

There is a pressing need for an upgrade to the City's purchasing processes and systems. The current system, while functional, is limiting Purchasing's ability to manage productively effectively. As a result, Purchasing is requesting approval of buying an OpenGov cloud-based software license.

This requested software upgrade will allow the City's Purchasing Division to enhance its efficiency, reduce costs, and improve overall accountability for supplier onboarding, solicitation management, contract management, and supplier evaluations.

Fees for the software license and its implementation are as follows:

- Cloud-based Software license fee is \$11,000 (through June 30, 2024)
 - The one-time Implementation cost is \$20,535 which for 111 hours at \$185 per hour.

Total FY 2023-2024 cost: \$31,535

Future costs for the software license are:

- The total cost for the fiscal year ending (12 months) June 30, 2025, is \$23,100
- The total cost for the fiscal year ending (12 months) June 30, 2026, is \$24,225
- The total cost for the fiscal year ending (12 months) June 30, 2027, is \$25,467

Therefore, based on the information provided and the Statement of Work, the Purchasing Manager requests that the Pontiac City Council approve its request for the purchase of OpenGov cloud-based software for FY 2023-2024.



PONTIAC CITY COUNCIL

City Council Resolution to approve entering into a license agreement for OpenGov cloud-based software for the Purchasing Division

- WHEREAS,** The Purchasing Division is seeking to upgrade its software solutions to increase efficiency and optimize its operations; and
- WHEREAS,** acquiring a license for cloud based OpenGov software will provide the necessary tools that will assist the Purchasing Division with improving its supplier relations, solicitation management and service evaluations; and,
- WHEREAS,** through a cooperative agreement, the Purchasing division can acquire an OpenGov software license, in accordance with Pontiac Municipal Code 2-523, through Vertosoft, an authorized reseller of the OpenGov software.
- NOW, THEREFORE, BE IT RESOLVED THAT,** the Pontiac City Council authorizes the Mayor or his Designee to enter into a 3-year, 6 month contract for OpenGov cloud-based software for the Purchasing Division.



Statement of Work

City of Pontiac, MI

Creation Date: 12/29/2023
Document Number: PS-04754
Version Number: 3
Created by: Jennifer Nordin

Table of Contents

1. Overview and Approach	3
1.1. Agreement	3
2. Statement of Work	3
2.1. Project Scope	3
2.2. Facilities and Hours of Coverage	3
2.3. Key Assumptions	4
2.4. OpenGov Responsibilities	4
2.4.1. Activity 1 – Project Management	4
2.4.2. Activity 2 – Initialization	5
2.4.3. Activity 3 – OpenGov Use Cases	6
2.4.4. Activity 4 – Training	6
2.5. Your Responsibilities	6
2.5.1. Your Project Manager	7
2.6. Completion Criteria	7
2.7. Estimated Schedule	7
2.8. Illustrative Project Timelines	8
2.9. Charges	8
2.10. Offer Expiration Date	8
Appendix A: Engagement Charter	9
A-1: Communication and Escalation Procedure	9
A-2: Change Order Process	9
A-3: Deliverable Materials Acceptance Procedure	10
Appendix B: Implementation Activities	11
B-1: Phase 1	11
B-2: Phase 2	13
Appendix C: Technical Requirements	15
C-1: OpenGov Procurement Suite	15
Signatures	16

1. Overview and Approach

1.1. Agreement

This Statement of Work ("SOW") identifies services that OpenGov, Inc. ("OpenGov" or "we") will perform for City of Pontiac, MI ("Customer" or "you") pursuant to that order for Professional Services entered into between OpenGov and the Customer ("Order Form") which references the Master Services Agreement or other applicable agreement entered into by the parties (the "Agreement").

- Customer acknowledges and agrees that this Statement of Work is subject to the confidentiality obligations set forth in the Agreement between OpenGov and Customer.
- The Deliverables listed in Appendix B are the single source of the truth of the deliverables to be provided.
- Customer's use of the Professional Services is governed by the Agreement and not this SOW.
- Upon execution of the Order Form or other documentation referencing the SOW, this SOW shall be incorporated by reference into the Agreement.
- In the event of any inconsistency or conflict between the terms and conditions of this SOW and the Agreement, the terms and conditions of this SOW shall govern with respect to the subject matter of this SOW only. Unless otherwise defined herein, capitalized terms used in this SOW shall have the meaning defined in the Agreement.
- This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party.
- OpenGov will be deployed as is, Customer has access to all functionality available in the current release.

2. Statement of Work

This SOW is limited to the Implementation of the OpenGov Procurement suite as defined in the OpenGov Responsibilities section of this document ([Section 2.5](#)). Any additional services or support will be considered out of scope.

2.1. Project Scope

Under this project, OpenGov will deliver cloud based Procurement solutions to help the Customer power a more effective and accountable government. OpenGov's estimated charges and schedule are based on performance of the activities listed in the "OpenGov Responsibilities" section below. Deviations that arise during the project will be managed through the procedure described in Appendix A-2: Project Change Control Procedure, and may result in adjustments to the Project Scope, Estimated Schedule, Charges and other terms. These adjustments may include charges on a time-and-materials or fixed-fee basis using OpenGov's standard rates in effect from time to time for any resulting additional work or waiting time.

2.2. Facilities and Hours of Coverage

OpenGov will:

- A. Perform the work under this SOW remotely, except for any project-related activity which OpenGov determines would be best performed at your facility in order to complete its responsibilities under this SOW.
- B. Provide the Services under this SOW during normal business hours, 8:30am to 6:00pm local time, Monday through Friday, except holidays.
- C. Use personnel and resources located across the United States, and may also include OpenGov-trained staffing contractors to support the delivery of services.

2.3. Key Assumptions

The SOW and OpenGov estimates are based on the following key assumptions. Deviations that arise during the proposed project will be managed through the Project Change Control Procedure (see Appendix A-2) , and may result in adjustments to the Project Scope, Estimated Schedule, Charges, and other terms.

Per

- A. The OpenGov Suites are not customized beyond current capacities based on the latest release of the software.
- B. Individual software modules are configured based on discussions between OpenGov and Customer.
- C. Procurement Suite
 - i. Customer will provide complete and correct boilerplate language for solicitation and contract templates within two (2) weeks immediately following the kick-off meeting.
 - ii. OpenGov template configuration will include up to two (2) solicitation templates and up to one (1) contract templates that exclude construction language. (See Appendix B for list).
 - iii. Customer will provide a complete and accurate contracts log and vendor list for import to OpenGov.
- D. This project is phased. Phase 2 kick off is assumed to occur within six months, and no later than nine months, from contract signatures and is dependent on the customer's preparation and provision of solicitation and contract templates at Phase 2 kick off.

2.4. OpenGov Responsibilities

2.4.1. Activity 1 – Project Management

OpenGov will provide project management for the OpenGov responsibilities in this SOW. The purpose of this activity is to provide direction to the OpenGov project personnel and to provide a framework for project planning, communications, reporting, procedural and contractual activity. This activity is composed of the following tasks:

Planning

OpenGov will:

- A. review the SOW, contract and project plan with Customer's Project Manager and key stakeholders to ensure alignment and agreed upon timelines;

- B. maintain project communications through your Project Manager;
- C. establish documentation and procedural standards for deliverable Materials; and
- D. assist your Project Manager to prepare and maintain the project plan for the performance of this SOW which will include the activities, tasks, assignments, and project milestones.

Project Tracking and Reporting

OpenGov will:

- A. review project tasks, schedules, and resources and make changes or additions, as appropriate. Measure and evaluate progress against the project plan with your Project Manager;
- B. work with your Project Manager to address and resolve deviations from the project plan;
- C. conduct regularly scheduled project status meetings; and
- D. administer the Project Change Control Procedure with your Project Manager.

Completion Criteria:

This is an on-going activity which will be considered complete at the end of the Services

Deliverable Materials:

- Weekly status reports
- Project plan
- Project Charter
- Risk, Action, Issues and Decisions Register (RAID)

2.4.2. Activity 2 – Initialization

OpenGov will provide the following:

- A. Customer Entity configuration
- B. System Administrators creation
- C. Solution Blueprint creation
- D. Data Validation strategy confirmation

Completion Criteria:

This activity will be considered complete when:

- Customer Entity is created
- System Administrators have access to Customer Entity
- Solution Blueprint is presented to Customer

Deliverable Materials:

- Solution Blueprint
- Sign-off of Initial Draft Solution Blueprint

2.4.3. Activity 3 – OpenGov Use Cases

OpenGov will provide the following:

Procurement Use Cases

- A. Automate Solicitation Development
- B. Enhance Supplier Engagement and Collaboratively Evaluate + Award
- C. Make Contract Management Centralized and Proactive

Completion Criteria:

This activity will be considered complete when:

Phase 1:

- Vendor Portal is configured
- Contract Management is configured

Phase 2:

- Solicitation Templates are configured
- Contract Templates are configured

Deliverable Materials:

- Formal sign off document

2.4.4. Activity 4 – Training

Training will be provided in instructor-led virtual sessions unless otherwise specified in Appendix B. For any instructor-led virtual sessions, the class size is recommended to be 10, for class sizes larger than 10 it may be necessary to have more than one instructor.

Completion Criteria:

- Administrator training is provided

Deliverable Materials:

- Formal sign off document

2.5. Your Responsibilities

The completion of the proposed scope of work depends on the full commitment and participation of your management and personnel. The responsibilities listed in this section are in addition to those responsibilities specified in the Agreement and are to be provided at no charge to OpenGov. OpenGov's performance is predicated upon the following responsibilities being managed and fulfilled by you. Delays in performance of these responsibilities may result in delay of the completion of the project and will be handled in accordance with Appendix A-1: Project Change Control Procedure.

2.5.1. Your Project Manager

Prior to the start of this project, you will designate a person called your Project Manager who will be the focal point for OpenGov communications relative to this project and will have the authority to act on behalf of you in all matters regarding this project.

Your Project Manager's responsibilities include the following:

- A. manage your personnel and responsibilities for this project (for example: ensure personnel complete any self-paced training sessions, configuration, validation or user acceptance testing);
- B. serve as the interface between OpenGov and all your departments participating in the project;
- C. administer the Project Change Control Procedure with the Project Manager;
- D. participate in project status meetings;
- E. obtain and provide information, data, and decisions within five (5) business days of OpenGov's request unless you and OpenGov agree in writing to a different response time;
- F. resolve deviations from the estimated schedule, which may be caused by you;
- G. help resolve project issues and escalate issues within your organization, as necessary; and
- H. create, with OpenGov's assistance, the project plan for the performance of this SOW which will include the activities, tasks, assignments, milestones and estimates.

2.6. Completion Criteria

OpenGov will have fulfilled its obligations under this SOW when any of the following first occurs:

- A. OpenGov accomplishes the activities set forth in "OpenGov responsibilities" section and delivers the Materials listed, if any; or
- B. The End date is reached

2.7. Estimated Schedule

OpenGov will schedule resources for this project upon signature of the order form. Unless specifically noted, the OpenGov assigned project manager will work with Customer Project Manager to develop the project schedule for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and/or Customer resources, and the timeliness of deliverables provided by the Customer.

The Services are currently estimated to start within two (2) weeks but no later than four (4) weeks from signatures. Phase 2 is currently estimated to start within six months of

signatures. The estimated end date for each phase is three months after kick off ("End Date") or on other dates mutually agreed to between you and OpenGov.

2.8. Illustrative Project Timelines

The typical project timelines are for illustrative purposes only and may not reflect your use cases.

This project is phased. Phase 2 kick off is assumed to occur within six months, and no later than nine months, from contract signatures and is dependent on the customer's preparation and provision of solicitation and contract templates at Phase 2 kick off.

Phase 1 Illustrative Timeline		Month 1	Month 2	Month 3
Procurement Suite	Supplier Engagement, Evaluation, & Award Solution			
	Contract Management			
GoLive Support	Hypercare			
Customer is responsible for attending the kick off of each phase, providing any necessary data for each phase, participating in working sessions during active phases, and signing off on deliverables at the end of each phase.				
Phase 2 Illustrative Timeline		Month 1	Month 2	Month 3
Procurement Suite	Solicitation and Contract Template Build			
GoLive Support	Hypercare			
Customer is responsible for attending the kick off of each phase, providing any necessary data for each phase, participating in working sessions during active phases, and signing off on deliverables at the end of each phase.				

2.9. Charges

The Services will be conducted on a Fixed Price basis. This fixed price is exclusive of any travel and living expenses and other reasonable expenses incurred in connection with the Services. All charges are exclusive of any applicable taxes.

2.10. Offer Expiration Date

This offer will expire on December 31, 2023 unless extended by OpenGov in writing.

Appendix A: Engagement Charter

A-1: Communication and Escalation Procedure

Active engagement throughout the implementation process is the foundation of a successful deployment. To help assess progress, address questions, and minimize risk during the course of deployment both parties agree to the following:

- **Regular communication** aligned to the agreed upon project plan and timing.
 - OpenGov expects our customers to raise questions or concerns as soon as they arise. OpenGov will do the same, in order to be able to address items when known.
- **Executive involvement**
 - Executives may be called upon to clarify expectations and/or resolve confusion.
 - Executives may be needed to steer strategic items to maximize the value through the deployment.
- **Escalation Process:**
 - OpenGov and Customer agree to raise concerns and follow the escalation process, resource responsibility, and documentation in the event an escalation is needed to support issues raised
 - Identification of an issue impeding deployment progress, outcome or capturing the value proposition, that is not acceptable.
 - Customer or OpenGov Project Manager summarizes the problem statement and impasse.
 - Customer and OpenGov Project Managers jointly will outline solution, acceptance or schedule Executive review.
 - Resolution will be documented and signed off following Executive review.
- **Phase Sign-Off**
 - OpenGov requests sign-offs at various stages during the implementation of the project. Once the Customer has signed-off, any additional changes requested by Customer on that stage will require a paid change order for additional hours for OpenGov to complete the requested changes.

A-2: Change Order Process

This SOW and related efforts are based on the information provided and gathered by OpenGov. Customers acknowledge that changes to the scope may require additional effort or time, resulting in additional cost. Any change to scope must be agreed to in writing or email, by both Customer and OpenGov, and documented as such via a:

- **Change Order** - Work that is added to or deleted from the original scope of this SOW. Depending on the magnitude of the change, it may or may not alter the original contract amount or completion date and be paid for by Customer. Changes might include:
 - Timeline for completion
 - Sign off process
 - Cost of change and Invoice timing
 - Amending the SOW to correct an error.

- o Extension of work as the complexity identified exceeds what was expected by Customer or OpenGov.
- o Change in type of OpenGov resources to support the SOW.

A-3: Deliverable Materials Acceptance Procedure

Deliverable Materials as defined herein will be reviewed and accepted in accordance with the following procedure:

- The deliverable Material will be submitted to your Project Manager.
- Your Project Manager will have decision authority to approve/reject all project Criteria, Phase Acceptance and Engagement Acceptance.
- Within five (5) business days of receipt, your Project Manager will either accept the deliverable Material or provide OpenGov's Project Manager a written list of requested revisions. If OpenGov receives no response from your Project Manager within five (5) business days, then the deliverable Material will be deemed accepted. The process will repeat for the requested revisions until acceptance.
- All acceptance milestones and associated review periods will be tracked on the project plan.
- Both OpenGov and Customer recognize that failure to complete tasks and respond to open issues may have a negative impact on the project.
- For any tasks not yet complete, OpenGov and/or Customer will provide sufficient resources to expedite completion of tasks to prevent negatively impacting the project.
- Any conflict arising from the deliverable Materials Acceptance Procedure will be addressed as specified in the Escalation Procedure set forth in Appendix A-1. As set forth in the "Customer Delays" provision of the Agreement, if there are extended delays (greater than 10 business days) in Customer's response for requested information or deliverable; OpenGov may opt to put the project on an "On Hold" status. After the Customer has fulfilled its obligations, Professional Services can be resumed and the project will be taken off the "On-Hold" status.
- Putting a project "on Hold" may have several ramifications including, but not restricted, to the following:
 - o Professional Services to the customer could be stopped;
 - o Delay to any agreed timelines; or
 - o Not having the same Professional Services team assigned.

Appendix B: Implementation Activities

B-1: Phase 1

Instance Creation

Procurement Suite		
Description	OpenGov Responsibilities	Customer Responsibilities
Website Instance Creation	OpenGov will: <ul style="list-style-type: none"> Build customer portal and upload Customer's logo. 	Customer will: <ul style="list-style-type: none"> Provide logo. Confirm access to the Portal.

Supplier Engagement, Evaluation and Award Configuration

Description	OpenGov Responsibilities	Customer Responsibilities
Vendor Portal	OpenGov will: <ul style="list-style-type: none"> Provide the Customer with iframe code and documentation to create the Vendor Portal. Import the list of vendors provided by Customer. OpenGov Assumptions: <ul style="list-style-type: none"> Customer will provide a complete and accurate vendor list for import to OpenGov. OpenGov clean up/correction of imported files are not included in the scope of this project. 	Customer will: <ul style="list-style-type: none"> Allocate resources to create the Vendor Portal. Provide vendor email list and send vendor email/letter. Ensure that Vendor Portal will be active before OpenGov begins configuration of templates or the Solicitation Development phase.
Generic Template	OpenGov will: <ul style="list-style-type: none"> Deploy generic template Provide OpenGov's "Paper to Paperless Language Transition Guide" to assist transition from paper to electronic. 	Customer will: <ul style="list-style-type: none"> Provide a copy of the next solicitation document. Provide information to complete the generic solicitation upload template including forms and an example recent solicitation. Provide the category code set used by the agency (NIGP, NAICS, or UNSPSC).

Contract Management Configuration

Description	OpenGov Responsibilities	Customer Responsibilities
Create and Manage Contracts	<p>OpenGov will:</p> <ul style="list-style-type: none"> • Provide one (1) - one hour Overview of the Contract Management Solution to Customer's System Administrator(s). • Provide guidance and instruction to System Administrator on creating and managing contracts. 	<p>Customer will:</p> <ul style="list-style-type: none"> • Attend scheduled System Overview • Create and manage contract records in the system with guidance from OpenGov.
Historical and/or Active Contracts	<p>OpenGov will:</p> <ul style="list-style-type: none"> • Provide a mapping document for the metadata of contracts to be uploaded into the system. • Import the contract records listed in the contract log. <p>OpenGov Assumptions:</p> <ul style="list-style-type: none"> • Customer will provide a complete and accurate contracts log for import to OpenGov. OpenGov clean up/correction of imported logs are not included in the scope of this project. 	<p>Customer will</p> <ul style="list-style-type: none"> • Provide contract log per the mapping document.

Working Sessions and Trainings

Description	OpenGov Responsibilities	Customer Responsibilities
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Procurement Working Sessions	OpenGov will: <ul style="list-style-type: none"> • Assign practice exercises to Customer to gain familiarization. • Respond to questions regarding configured system functionality. 	Customer will: <ul style="list-style-type: none"> • Complete practice exercises to gain familiarization. • Identify internal Admin Users & security permissions for all other users.
Procurement Training	OpenGov will: <ul style="list-style-type: none"> • Provide training on system functionality. Topics include: <ul style="list-style-type: none"> ◦ Posting Solicitations ◦ Live Bid Management & Vendor Experience ◦ Evaluation and Awarding 	Customer will: <ul style="list-style-type: none"> • Attend training sessions as scheduled by the Project Manager and agreed to in the Project Plan.

B-2: Phase 2

Technical Project Review

Description	OpenGov Responsibilities	Customer Responsibilities
Technical Project Review	OpenGov will: <ul style="list-style-type: none"> • Provide up to one (1) two-hour working session at the beginning of the project to: <ul style="list-style-type: none"> ◦ Finalize list of templates ◦ Review technical requirements ◦ Provide documentation on requirements and processes 	Customer will: <ul style="list-style-type: none"> • Identify relevant participants for attendance. • Confirm deliverables. • Gather and provide relevant data for the project.

Solicitation Development and Template Configuration

Description	OpenGov Responsibilities	Customer Responsibilities
Solicitation Development Solution	<p>OpenGov will:</p> <ul style="list-style-type: none"> Review and confirm the Solicitation Templates and forms provided by Customer. Work with Customer to design and get sign off on the first template. Following the sign off of the first template, configure the remaining templates in the system. <p>OpenGov Assumptions:</p> <ul style="list-style-type: none"> OpenGov will configure up to two (2) Solicitation Template(s) with standard boilerplate language: <ul style="list-style-type: none"> RFP RFQ 	<p>Customer will:</p> <ul style="list-style-type: none"> Provide templates with standard boilerplate language within two (2) weeks following the inception of Phase 2. Provide forms associated with solicitation templates. Provide admin documents. Select the first solicitation type (usually ITB or RFP), to work with OpenGov for the design Sign off on the first template before beginning the subsequent templates. Validate and provide signoff on Solicitation Templates.

Contract Management Template Configuration

Description	OpenGov Responsibilities	Customer Responsibilities
Contract Template Deployment	<p>OpenGov will:</p> <ul style="list-style-type: none"> Review & configure agreed upon contract templates. <p>OpenGov Assumptions:</p> <ul style="list-style-type: none"> OpenGov will configure up to one (1) Contract Template(s) with standard boilerplate language: <ul style="list-style-type: none"> Standard 	<p>Customer will:</p> <ul style="list-style-type: none"> Provide templates with standard boilerplate language. Validate and provide signoff on Contract templates.

Working Sessions and Trainings

Description	OpenGov Responsibilities	Customer Responsibilities
Procurement Working Sessions	OpenGov will: <ul style="list-style-type: none"> • Assign practice exercises to Customer to gain familiarization. • Respond to questions regarding configured system functionality. 	Customer will: <ul style="list-style-type: none"> • Complete practice exercises to gain familiarization. • Identify internal Admin Users & security permissions for all other users.
Procurement Training	OpenGov will: <ul style="list-style-type: none"> • Provide training on system functionality. Topics include: <ul style="list-style-type: none"> ◦ Writing Solicitations using templates ◦ Contract Document Developer Tools 	Customer will: <ul style="list-style-type: none"> • Attend training sessions as scheduled by the Project Manager and agreed to in the Project Plan.

Appendix C: Technical Requirements

C-1: OpenGov Procurement Suite

Procurement Suite	
Description	Technical Requirements
Logo	<ul style="list-style-type: none"> • .png or .jpg file • At least 300KB but not larger than 500KB
Vendor List	<ul style="list-style-type: none"> • Single Flat file • .csv or .xlsx format
Historical/Active Contracts	<ul style="list-style-type: none"> • Single Flat file • .csv or .xlsx format

Sample Documents or Templates with boilerplate language	<ul style="list-style-type: none"> • PDF or Word format
Admin Documents	<ul style="list-style-type: none"> • PDF or Word format

Signatures

Customer Signature

Date

OpenGov Signature

Date

#16

RESOLUTION



CITY OF PONTIAC OFFICIAL MEMORANDUM

Department of Purchasing

TO: Honorable City Council

FROM: Alicia Martin, Purchasing Manager
Timothy Sadowski, Finance Director

CC: Mayor Tim Greimel, and Deputy Mayor Khalfani Stephens

DATE: January 16, 2024

RE: Resolution for the Pontiac City Council to Approve the Contract to hire
Procurement Consulting Group, LLC (PCG) to provide procurement services to the
Purchasing Division

The Purchasing Manager requests that the Pontiac City Council approve authorization, in accordance with Section 2-521 of the Pontiac Municipal Code, to enter into a professional services agreement with Procurement Consulting Group, LLC (PCG). PCG will provide a consultant to support the Purchasing Division. The services described herein are considered professional and are excluded from competitive bidding.

The Purchasing Division, a cornerstone of our city's operations, is facing increasing demand as our city and operating needs continue to grow. Ensuring the City's procurement processes are efficient, transparent, and compliant with local, state, and federal regulations is paramount. Additionally, evolving challenges in the procurement landscape necessitate additional expertise.

The procurement professional will provide services outlined in the attached Memorandum of Understanding such as:

- Conducting thorough market research to identify cost-effective suppliers and vendors
- Streamlining procurement processes to increase efficiency and reduce turnaround times
- Processing solicitations and organizing contracts
- Ensuring compliance with local, state, and federal procurement regulations
- Negotiating favorable terms and conditions with suppliers to achieve cost savings
- Collaborating with various departments to understand their procurement needs and requirement

The costs associated with the described services are:

- Hourly rate- \$105
- Weekly cost- \$2625 for a maximum of 25 hours maximum per week
- Contract term ends June 30, 2024 (renewable)
- Total cost: \$57,750 (1-6-2024, Proposed Budget Amendment Request)

The Purchasing Manager respectfully requests that the City Council approve entering into a contract with

Procurement Consulting Group, LLC to aid the Purchasing Division with critical procurement services in an amount Not to Exceed \$57,750.



PONTIAC CITY COUNCIL

City Council Resolution to approve entering into a contract with Procurement Consulting Group, LLC for a procurement consultant to assist the Purchasing Division, in an amount not to exceed \$57,750 for FY 2023-2024.

- WHEREAS,** The Purchasing Division needs procurement expert services and support to keep up with the demands of efficiently processing solicitation of goods and services; and
- WHEREAS,** Procurement Consulting Group LLC, will provide services that will assist the Purchasing Division including but not limited to contract organization, strategic planning, and vendor onboarding; and
- WHEREAS,** the Purchasing Manager requests that the City Council approve entering into a contract with Procurement Consulting Group LLC for a procurement consultant to assist and support the Purchasing Division with its procurement processes.

NOW, THEREFORE BE IT RESOLVED THAT, the Pontiac City Council approves the Mayor or his Designee to enter into a contract with Procurement Consulting Group, LLC to provide a procurement consultant to assist the Purchasing Division with professional services in an amount not to exceed \$57,750.