

PONTIAC CITY COUNCIL

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



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

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

47450 Woodward Pontiac, MI 48342 Phone: (248) 758-3200 Garland S. Doyle, M.P.A., MiPMC, City Clerk

98th Session of the 11th Council

July 18, 2023 at 6:00 P.M.

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

Meeting Agenda

Call to Order

Invocation

Pledge of Allegiance to the Flag of the United States

Moment of Silence

Roll Call

Authorization to Excuse Councilmembers from the Meeting

Amendments to and Approval of the Agenda

Approval of the Consent Agenda

- A. July 11, 2023, City Council Meeting Minutes
- B. Resolution to extend date for services through September 30, 2023 for the Art Crawl events (no change to cost)
- C. Resolution to approve the amendments to the Agreements for Local Fiscal Recovery Fund Distribution between Oakland County and The City of Pontiac for the Healthy Communities Park and Outdoor Recreation Investment Plan Grant award in the amount of \$500,000 for the Crystal Lake Park Revitalization Project

Special Presentation

1. Master Plan Update Process
Presentation Presenter: Mark Yandrick, Planning Manager

Recognition of Elected Officials

Agenda Address (Two Minutes Time Limit)

Agenda Items

Resolutions

City Council

2. Resolution Honoring the Life and Service of Anthony Dombrowski
3. Resolution in support of Webster Community Center

Grants and Philanthropy

4. Resolution to approve the agreement for participation in the OCAT Project and Receipt of Automobile Theft Prevention Authority (ATPA) Grant Funds between Oakland County (Oakland County Sheriff's Office) and the City of Pontiac (Oakland County Sheriff's Office-Pontiac)
5. Resolution to authorize the Mayor to execute the Lowe's Hometowns Grant Program Agreement 2023
6. Resolution to authorize the City Clerk to publish the proposed budget amendment for Fiscal Year 2023-24 to increase budgeted revenues in the amount of \$200,000 to account 212-000-675.000-LOWESH – Contribution from private source, and appropriations in the amount of \$37,308 to account 212-813-818.000-LOWESH – Other Professional Services, \$70,792 to account 212-813-976.001-LOWESH - Building Additions and Improvements, and \$91,900 to account 212-813-977.008-LOWESH – Special Equipment, reflecting the Lowe's Hometowns Grant Award
7. Resolution to authorize the City Clerk to publish the proposed budget amendment for Fiscal Year 2023-24 to establish budget appropriations in the amount of \$1,100,000 to account 285-699-818.000-ARPHRP Other Professional Services

Mayor's Office

8. Resolution to approve an agreement with National Network for Safe Communities to develop and implement a Group Violence Program in the city of Pontiac for a two year period.

Public Comment (Three Minutes Time Limit)

Closed Session

9. Resolution to proceed into Closed Session pursuant to Section 8(d) of the Open Meetings Act, MCL 15.268(d) to consider the purchase or lease of real property.

Public Communications

City Council

10. Friends of the Pontiac Parks Association are hiring two Seasonal Part-Time Supervisors for their Junior Pontiac Park Ranger Program. The job will pay \$20 per hour, five hours per day, twenty-five hours per week. To apply, or to get more information, call (248) 425-4663.
11. Walk-N-Talk the "Doc," Honor Community Health Walking Club, Every Wednesday from May 17th to September 27, 2023, held at Wisner memorial Stadium, 441 Cesar E. Chavez, Pontiac 48342. For more information call (248) 724-7600.
12. Residents who are behind in paying their water bills or facing a service shut-off can get help from a partnership between the Oakland County Water Resources Commission and OLSHA. Those who qualify could get up to \$1,500 in payments on their water bills and stop a shut-off plan. This program is temporary and expires on September 30, 2023. Schedule an appointment with OLHSA to sign up by calling (248) 209-2600 or emailing info@olhsa.org.
13. Pontiac School District is seeking Mentors, Your Help is Needed for the Structured and Comprehensive Mentoring Program to Support Students at All Grade Levels, Email communications@pontiacschools.org for more information.
14. Kaleidoscope, a Celebration of LGBTQ+ Artists and Designers, Exhibit at the Pontiac Creative Arts Center Runs June 17 through July 23, 2023.
15. The School District and the City of Pontiac has announced the sponsorship of the Summer Food Service Program for children. Free meals will be made available to children 18 years of age and under or persons up

to age 26 who are enrolled in a recognized educational program for the mentally or physically disabled. Breakfast and Lunch are provided at Whitman Elementary School (125 W. Montcalm in Pontiac) Monday Through Thursday between July 5-25, 2023. Breakfast Service is from 8:00 am to 9:00 am and Lunch Service is from 12:30 to 1:30 pm. WHRC (Whitmer Human Resource Center at 60 Parkhurst Street in Pontiac) is Monday Through Thursday between June 20-July 27, 2023 (closed on July 3-4). Breakfast Service is from 7:30 am to 9:00 am and 12:00 pm to 1:00 pm.

16. New Springfield Missionary Baptist Church Vacation Bible School, July 18 through 20, 2023 from 9:00 am to 3:00 pm, located at 124 Prospect Street, Pontiac 48341. For more information, including transportation assistance, contact the church at (248) 332-8242.
17. New Springfield Missionary Baptist Church Community Picnic, July 22, 2023 from 12:00 pm to 5:00 pm, located at 124 Prospect Street, Pontiac 48341. All are welcome. For more information, contact the church at (248) 332-8242.
18. Annual Summer Ice Cream Social, July 29 and 30, 2023 from 12:00 p.m. to 4:00 p.m. each day, free admission, and free ice cream, held at the Oakland History Center, 405 Cesar E. Chavez Avenue, Pontiac 48342.
19. Pontiac Theatre IV Auditions for Aladdin, Jr. on July 30, 2023, from 3:00 p.m. to 6:00 p.m., July 31 from 6:00 to 8:00 pm, and August 1 from 6:00 p.m. to 8:00 p.m. Contact Director Laura Johns at redskyatnight35@aol.com for more information.
20. 2023 Memorial VFW/AMVETS Classic Car Show, August 12, 2023, starting at 2:00 p.m., held at VFW Post 1370, 800 Cesar E. Chavez Avenue, Pontiac 48340, contact Keith Marbutt at (248) 425-4410.
21. M1 Concourse Cruise-In and Woodward Dream Parade, August 19, 2023, at 8:00 a.m., held at M1 Concourse, South Boulevard and Woodward Avenue in Pontiac.
22. Car Show in Downtown Pontiac During the Woodward Dream Cruise, as part of the M1 Concourse Woodward Dream Show, August 19, 2023, from 10:30 a.m. to 11:30 a.m., on North Saginaw Street between Pike and Huron Streets.
23. Pontiac Second Annual Praise Festival, August 27, 2023, from 2:00 p.m. to 7:00 p.m., held at Wisner Stadium Track Field on Cesar Chavez Avenue in Pontiac.

Mayor's Office

24. Pontiac Music in the Parks Series has started. Shows include, August 3 at Beaudette Park (Dirk Kroll with special guests Accent Pontiac), August 10 at Aaron Perry Park (The Firewalkers with special guest El Charrito), August 24 at Rotary Park (Melanie Rutherford Performing), September 7 at Murphy Park (Persuasion with special guest Consuming Arts). All showtimes are 6:30 pm.
25. Veterans Food Drive- July 20th 9-12 noon and August 17th from 9-12 noon
26. Mayor Tim Greimel State of the City Address, July 27, 2023, from 6:00 to 8:00 pm, held at the CenterPoint Marriott, 3600 CenterPoint Parkway, Pontiac 48341. Registrations required, submit RSVP to Angela Powell at apowell@pontiac.mi.us or call (248) 758-3031.

Closing Comments

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

Adjournment

CONSENT AGENDA A

July 11, 2023, Draft

**Official Proceedings
Pontiac City Council
97th Session of the Eleventh Council**

Invocation – Imam Steve L. Turk

Pledge of Allegiance to the Flag of the United States

Moment of Silence

Call to order

A Meeting of the City Council of Pontiac, Michigan was called to order at the City Hall Council Chambers, 47450 Woodward Ave Pontiac, MI 48342 on Tuesday, July 11, 2023, at 6:22 p.m. by Council President Mike McGuinness.

Roll Call

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

Mayor Greimel was present.
A quorum was announced.

Excuse Councilmembers

Motion to excuse Councilman Bret Nicholson for personal reasons. Moved by Councilperson Parker and second by Councilperson Carrington.

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 Parker and second by Councilperson Carrington.

Ayes: Goodman, James, McGuinness, Parker and Carrington

No: None

Motion Carried

Consent Agenda

23-252 (A) **Resolution to approve the consent agenda for July 11, 2023.** Moved by Councilperson Carrington and second by Councilperson Parker.

Whereas, the City Council has reviewed the consent agenda for July 11, 2023.

NOW, THEREFORE, BE IT RESOLVED that the City Council approves the consent agenda for July 11, 2023, including July 6, 2023, City Council Minutes and Resolution scheduling a Special Meeting of the Pontiac City Council.

Ayes: James, McGuinness, Parker, Carrington and Goodman

No: None

Resolution Passed

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23-252 (B) **Resolution scheduling a Special Meeting of the Pontiac City Council.** Moved by Councilperson Carrington and second by Councilperson Parker.

WHEREAS, the Pontiac City Council holds weekly regular meetings per the requirements of the Pontiac City Charter; and,

WHEREAS, the Pontiac City Charter provides for the ability for the City Council to call for a Special Meeting, providing us with the tools to handle additional business that requires a quorum of the City Council to be present; and,

WHEREAS, the City Council is considering applicants for open positions for the staff of the Pontiac City Council offices and is conducting interviews with finalists;

NOW, THEREFORE BE IT RESOLVED, the Pontiac City Council hereby schedules a City Council Special Meeting on Saturday, July 22, 2023 at 8:00 a.m. for the purposes of conducting prospective employee hiring interviews, to be held in the Legislative Conference Room at Pontiac City Hall, 47450 Woodward Avenue, Pontiac, Michigan 48342; and further

RESOLVED, the City Council request the Pontiac City Clerk's office prepare, post, and circulate information of these public meetings as required by State law, City ordinance, and Council rules and procedures.

Ayes: James, McGuinness, Parker, Carrington and Goodman

No: None

Resolution Passed

Subcommittee Reports

1. Communications, Engagement & Operations
2. Economic Development, Housing & Planning
3. Finance & Personnel

Councilwoman Melanie Rutherford arrived at 6:29 p.m.

4. Law & The Courts
5. Parks, Recreation & Public Works
6. Public Safety, Health & Wellness
7. Facilities & Property

Recognition of Elected Officials

1. Beatrice Wright, Precinct Delegate

Agenda Address

1. Carlton Jones addressed item #2
2. Beatrice Wright addressed item #9
3. Tashenia Eason addressed item #9
4. Gloria Miller addressed item #6

Agenda Items

Ordinance

2419 **Adoption of an Ordinance to Amend Appendix B of the Municipal Code of the City of Pontiac, Amending Article 2, Section 2.103—Zoning Map, to Change the Zoning Classifications for a Specific Parcel on the North Side of Walton Boulevard Between Baldwin Avenue and Hollywood Avenue.** Moved by Councilperson Goodman and second by Councilperson Parker.

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

No: McGuinness

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Abstain: Rutherford
Ordinance Adopted

****See Ordinance #2419 as Exhibit A after the minutes**

Resolutions

23-253 **Resolution to approve the First Reading of an Ordinance to amend the City of Pontiac Zoning Ordinance Map to rezone the ten (10) parcels 7.7 acres at 31 N. Astor Street; specifically, to amend the Zoning Ordinance Map which list these properties as R-1 One-Family Dwelling to R-3 Multiple Family Dwelling.** Moved by Councilperson Goodman and second by Councilperson Parker.

WHEREAS, before the City of Pontiac City Council for consideration is an Ordinance to amend the City of Pontiac Zoning Ordinance Map to rezone the ten (10) parcels 7.7 acres at 31 N. Astor Street; specifically, to amend the Zoning Ordinance Map which list these properties as R-1 One-Family Dwelling to R-3 Multiple Family Dwelling.

WHEREAS, the City of Pontiac City Council finds it is in the best interest for the health, safety, and welfare, to reject the Planning Commission's Recommendation and approve the amendments to the Zoning Ordinance Map as presented.

NOW, THEREFORE BE IT RESOLVED by the Pontiac City Council that it hereby adopts the first reading of the amendments as presented to the City Council on July 11, 2023, to the City's Zoning Ordinance Map.

Ayes: Parker, Carrington, Goodman, James and McGuinness

No: Rutherford

Resolution Passed

Community Development

23-254 **Resolution to schedule a Public Hearing for July 25, 2023 to establish an Obsolete Property Rehabilitation District for Parcel Number 14-29-434-023, located at 46 N. Saginaw 46 N. Saginaw HCP, LLC.** Moved by Councilperson Rutherford and second by Councilperson Goodman.

NOW, THEREFORE BE IT RESOLVED, by the Pontiac City Council, that the Pontiac City Council hereby schedules a public hearing to establish an Obsolete Property Rehabilitation District for Parcel Number 14-29-434-023, located at 46 N. Saginaw 46 N. Saginaw HCP, LLC in the City of Pontiac, Oakland County, and State of Michigan, such hearing will be held on July 25, 2023 at 6:00 pm in the Council Chamber on the 2nd floor at 47450 Woodward Ave, Pontiac, Michigan 48342.

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

No: None

Resolution Passed

23-255 **Resolution to enter into a rehabilitation agreement with the Oakland County Land Bank using grant funding.** Moved by Councilperson Carrington and second by Councilperson Rutherford.

WHEREAS, the Oakland County Land Bank owns 79 Oliver Street, Pontiac, MI 48342 (parcel number 14-21-328-017) and 595 N. Perry Street, Pontiac, MI 48342 (parcel number 14-21-376-031) and the Oakland County Treasurer owns 75 Oliver Street, Pontiac, MI 48342 (parcel number 14-21-238-018); and WHEREAS, all three of these properties are in the Modern Housing Historic District; and WHEREAS, the City of Pontiac has received a Rehabilitation Agreement request from the Oakland County Land Bank for 79 Oliver Street and 595 Perry Street to rehabilitate both existing homes; and WHEREAS, the Oakland County Land Bank agrees that should it not complete the renovation of both 79 Oliver Street and 595 N. Perry Street within the 180-day time frame allowed by the City of Pontiac

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Rehabilitation Agreement Ordinance, the Oakland County Land Bank will use available grant funding to fully demolish these two existing structures; and

WHEREAS, the Oakland County Treasurer agrees that 75 Oliver Street will not be rehabilitated and shall be demolished, with funds from the Treasurer's office, within the 180-day timeframe of the Rehabilitation Agreement and the Treasurer's office will combine that property with 79 Oliver Street; and

WHEREAS, the City of Pontiac recognizes that grant funding monies are strictly reimbursable dollars and not funds that can be allotted in advance, the City will waive the requirement of a cash bond; and NOW, THEREFORE BE IT RESOLVED, that the City of Pontiac waives the cash bond requirement for the 79 Oliver Street and 595 Perry Street Rehabilitation Agreement; and

BE IT FURTHER RESOLVED, that the Oakland County Land Bank will use grant funds to demolish either or both 79 Oliver Street and 595 Perry Street should they not rehabilitate the property within the 180-day time frame; and

BE IT FURTHER RESOLVED, that the Oakland County Treasurer will demolish 75 Oliver Street, using funds from its own office, during the 180-day time frame of the Rehabilitation Agreement and combine said property with that of 79 Oliver Street.

Ayes: Carrington, Goodman, James, McGuinness Parker

No: Rutherford

Resolution Passed

Public Comment

1. Carlton Jones
2. Quincy Steward
3. Beatrice Wright
4. Darlene Clark
5. Gloria Miller
6. Robert Cavin, Jr.

Closed Session

23-256 Resolution to proceed into closed session pursuant to Section 8(d) of the Open Meetings Act, MCL 15.268(d) to consider the purchase or lease of real property. Moved by Councilperson Rutherford and second by Councilperson Parker. Discussion.

Motion to amend to state that the first "whereas" and "now therefore be it resolved" to receive an update from legal counsel regarding pending litigation involving the city. Moved by Councilperson Parker and second by Councilperson Carrington.

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

No: None

Motion Carried

23-256 Resolution as amended to proceed into closed session pursuant to Section 8(d) and 8(h) 8(e) of the Open Meetings Act, MCL 15.268(d). Moved by Councilperson Rutherford and second by Councilperson Parker.

WHEREAS, the City Council wishes to consider the purchase or lease of real property and to receive an update from legal counsel regarding pending litigation involving the city; and

WHEREAS, the Michigan Open Meetings Act Section 8(d) of MCL 15.268 provides that a public body may meet in closed session to consider the purchase or lease of real property up to the time an option to purchase or lease such real property is obtained and receive an update.

WHEREAS, the Michigan Open Meetings Act Section 8(e) of MCL 15.268 provides that a public body may meet in closed session to consult with its attorney regarding trial or settlement strategy in

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connection with specific pending litigation, but only if an open meeting would have a detrimental financial effect on the litigating or settlement position of the public body; and
NOW, THEREFORE BE IT RESOLVED, the City Council will proceed in Closed Session pursuant to Section 8(d) and 8(e) of the Open Meetings Act, MCL 15.268.

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

No: None

Motion Carried

Councilman Mikal Goodman left the meeting.

Motion to come out of closed session at 10:18pm. Moved by Councilperson Parker and second by Councilperson James.

Ayes: James, McGuinness, Parker, Rutherford and Carrington

No: None

Motion Carried

Motion to suspend the rules to take up a resolution not currently on the agenda which is Katz v City of Pontiac settlement resolution. Moved by Councilperson Rutherford and second by Councilperson Parker.

Ayes: McGuinness, Parker, Rutherford, Carrington and James

No: None

Motion Carried

Resolution

23-257 Resolution to authorize the Mayor to execute settlement agreement in connection with the pending litigation, Raymond Katz v City of Pontiac, Oakland Circuit Court Case #2022-195877-CH in accordance with the recommendations of legal counsel presented in closed session and subject to finalization of legal counsel. Moved by Councilperson Rutherford and second by Councilperson Parker.

The City Council hereby authorizes the Mayor to execute settlement agreement in connection with the pending litigation, Raymond Katz v City of Pontiac, Oakland Circuit Court Case #2022-195877-CH in accordance with the recommendations of legal counsel presented in closed session and subject to finalization of legal counsel.

Ayes: Parker, Rutherford, James and McGuinness

No: Carrington

Resolution Passed

Communications

City Council and Mayor's Office

Mayor, Clerk and Council Closing Comments

Mayor Tim Greimel, Councilman William Parker Jr., Councilwoman Kathalee James, Councilman William Carrington, Councilwoman Melanie Rutherford and Council President Mike McGuinness made closing comments.

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Adjournment

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

Ayes: Parker, Rutherford, Carrington, James and McGuinness

No: None

Motion Carried

Council President Mike McGuinness adjourn the meeting at 10:34 p.m.

Garland S. Doyle
City Clerk

DRAFT

**STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF PONTIAC**

ORDINANCE NO. 2419

ZONING ORDINANCE MAP AMENDMENT

AN ORDINANCE TO AMEND APPENDIX B OF THE MUNICIPAL CODE OF THE CITY OF PONTIAC, AMENDING ARTICLE 2, SECTION 2.103—ZONING MAP, TO CHANGE THE ZONING CLASSIFICATIONS FOR A SPECIFIC PARCEL ON THE NORTH SIDE OF WALTON BOULEVARD BETWEEN BALDWIN AVENUE AND HOLLYWOOD AVENUE.

THE CITY OF PONTIAC ORDAINS:

Section 1. Amendments.

That the Zoning Map of the City of Pontiac, said map being incorporated by reference in the Zoning Ordinance for the City of Pontiac pursuant to Article 2 therefor, be and the same is hereby amended, changed, and altered so that hereafter the zoning classifications for the below legal description, commonly referred to as 1461 Baldwin, Parcel ID: 14-08-385-024, from C-1 Local Business to C-3 Corridor Commercial.

Provided Legal Description:

T3N, R10E, SEC 8 MARIMONT SUB LOTS 181 TO 184 INCL, ALSO S 1/2 OF VAC ALLEY ADJ TO SAME

Section 2. Repealer and Severability.

All other parts and provisions of the Zoning Ordinance shall remain in effect, amended only as provided above. If any section, clause or provision of this Ordinance shall be declared to be unconstitutional, void, illegal or ineffective by any Court of competent jurisdiction, such section, clause or provision declared to be unconstitutional, void or illegal shall thereby cease to be a part of this Ordinance, but the remainder of this Ordinance shall stand and be in full force and effect.

Section 3. Effective Date

The foregoing amendment to the City of Pontiac Zoning Map was approved and adopted by the City Council on July 11, 2023, after a public hearing as required pursuant to the Michigan Act 110 of 2006, as amended. The Ordinance shall be effective on _____, 2023, which date is the eighth day after publication of a Notice of Adoption and Posting of the Zoning Map Amendment in a publication in a newspaper of general circulation in the zoning district as required by Section 401 of Act 110 of 2006, as amended. However, this effective date shall be extended as necessary to comply with the requirements of Section 402 of Act 110, as amended.

ORDINANCE DECLARED ADOPTED.

CONSENT AGENDA B



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable Mayor, Council President, and City Council Members

FROM: Alicia Martin, Purchasing Manager
Michael Martin, Grant Writer & Treasurer of the Arts Commission

DATE: July 13, 2023

RE: The Purchasing Manager and the Grant Writer & Treasurer of the Arts Commission request that City Council approve an amendment to extend The Major Group, LLC contract for two months to produce the Art Crawl event scheduled on September 16, 2023.

City Council approved the resolution to award the bid and execute an agreement with The Major Group, LLC on 5/23/2023 for the Art Crawl event. There were competing events in surrounding cities and the Treasurer of the Arts Commission rescheduled the event for a later date. Doing so, will hopefully result in less competing events. The budgeted amount of \$34,950 remains the same for this fiscal year. No funds were expensed last fiscal year.

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;

WHEREAS, the Purchasing Manager is requesting approval to amend the contract with The Major Group, LLC by two months, expiring September 30, 2023.; NOW, THEREFORE

RESOLVED, The Pontiac City Council approves the Mayor or Mayor Designee to execute the contract amendment with The Major Group, LLC.

AM

CONSENT AGENDA C



CITY OF PONTIAC

OFFICIAL MEMORANDUM

TO: Honorable City Council President and City Council

FROM: Alexandra Borngesser, Director of Grants & Philanthropy

DATE: July 18th, 2023

RE: **Council resolution to approve the amendments to the Agreements for Local Fiscal Recovery Fund Distribution Between Oakland County and The City of Pontiac for the Healthy Communities Park and Outdoor Recreation Investment Plan Grant award in the amount of \$500,000 for the Crystal Lake Park Revitalization Project**

The City of Pontiac has been awarded \$500,000 from the Oakland County Healthy Communities Park and Outdoor Recreation Investment Plan Grant program in support of Crystal Lake Park. The following resolution allows for the execution of the Agreement for Local Fiscal Recovery Fund Distribution Between Oakland County and The City of Pontiac.

The City of Pontiac requested this funding to reclaim and revitalize Crystal Lake Park so that its abundant environmental, recreational, and historic resources may be enjoyed and utilized by residents. Crystal Lake Park is located on 43 acres along the north side of Crystal Lake in the southwestern portion of the City. The awarded funding will provide resources for cleanup of the park and the repair and restoration of the amenities.

The grant agreement for this award was previously approved by the Pontiac City Council by way of formal resolution, but Oakland County requires an updated resolution to reflect amendments to the original agreement.

RESOLUTION ON FOLLOWING PAGE



Council resolution to approve the amendments to the Agreements for Local Fiscal Recovery Fund Distribution Between Oakland County and The City of Pontiac for the Healthy Communities Park and Outdoor Recreation Investment Plan Grant award in the amount of \$500,000 for the Crystal Lake Park Revitalization Project

WHEREAS, has been awarded \$500,000 from the Oakland County Healthy Communities Park and Outdoor Recreation Investment Plan Grant program in support of Crystal Lake Park; and,

WHEREAS, the City of Pontiac requested this funding to reclaim and revitalize Crystal Lake Park so that its abundant environmental, recreational, and historic resources may be enjoyed and utilized by residents; and,

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

WHEREAS, the agreement was previously approved by the Pontiac City Council, but Oakland County requires an updated resolution to reflect amendments to the original agreement.

NOW THEREFORE, be it resolved that the Pontiac City Council hereby authorizes Mayor Tim Greimel to execute the amendments to the Agreement for Local Fiscal Recovery Fund Distribution Between Oakland County and The City of Pontiac for the Healthy Communities Park and Outdoor Recreation Investment Plan Grant award in the amount of \$500,000 for the Crystal Lake Park Revitalization Project

Exhibit B

AMERICAN RESCUE PLAN ACT (ARPA) ASSURANCES/REQUIREMENTS

The Parties agree:

1. **Grant Funding.** Subject to the terms and conditions of this Agreement, and in reliance upon the Grantee's affirmations set forth below, the County agrees to make, and the Grantee agrees to accept, the Grant Amount.
 - a. **GRANTEE UNIQUE ENTITY IDENTIFIER (OR DUNS NUMBER):**
 - b. **FEDERAL AWARD IDENTIFICATION NUMBER (FAIN):** SLFRP2640
 - c. **CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER:** 21.027
 - d. **FEDERAL AWARD DATE:** May 28, 2021
 - e. **THE GRANT AMOUNT IS NOT FOR RESEARCH & DEVELOPMENT (R&D):** The Grant Amount cannot be used for research and development related expenditures.
 - f. **INDIRECT COST RATE FOR FEDERAL AWARD:** Indirect Costs are not eligible for this Agreement.
 - g. **DEFINED USE OF THE GRANT AMOUNT:** The Grant Amount must be expended in accordance with the guidelines for ARPA funds
2. **Grantee Affirmations:**
 - a. Grantee affirms that any and all representations made to County in connection with this grant were accurate, truthful and complete and remain so. Grantee acknowledges that all representations and information provided have been relied on by the County to provide funding under this Agreement. Grantee shall promptly notify County, in writing, of the occurrence of any event or any material change in circumstances which would make any Grantee representation or information untrue or incorrect or otherwise impair Grantee's ability to fulfill its obligations under this Agreement.
 - b. Grantee will comply with any federal, state, or local public health orders or mitigation recommendations regarding the COVID-19 pandemic which are in effect as of the date this Agreement is signed by both Parties.
 - c. Grantee shall not use the Grant Amount for expenses for which the Grantee has received any other federal funds or emergency COVID-19 supplemental funding, whether it be state, federal, or private in nature, for the same expense. No portion of the Grant Amount shall be used for the purpose of obtaining additional Federal

funds under any other law of the United States, except if authorized by law. Grantee shall promptly notify County if it receives insurance proceeds or other disaster assistance (public or private) that duplicates the funding received under this Agreement. The Grant Amount shall not be used to cover expenses that were reimbursed by insurance.

- d. Grantee shall not carry out any activities under this Agreement that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and in accordance with Section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 132 Stat. 3442), which amended Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155). If the Grantee receives duplicate benefits from another source for projects related to this disaster, the Grantee must refund the benefits provided by the County to the County. Duplication of benefits occurs when Federal financial assistance is provided to a person or entity through a program to address losses resulting from a Federally-declared emergency or disaster, and the person or entity has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source (including insurance), and the total amount received exceeds the total need for those costs.
3. **Repayment/Remedies.** Grantee is subject to repayment to the County of an amount equal to the Grant Amount received by Grantee in the event Grantee has made material misrepresentations to the County in its Application, voluntary bankruptcy or insolvency proceeding are commenced against the Grantee and not set aside within sixty (60) days, or the Grantee fails to otherwise comply with the requirements of this Agreement. In the event County later determines the information Grantee provided in conjunction with this Agreement, or that Grantee was ineligible for the Grant Amount, or that Grantee's use of the Grant Amount following receipt was contrary to this Agreement, Grantee agrees to repay the Grant Amount to County in full. County further retains all rights and remedies allowed in law or equity, including seeking payment of its reasonable costs and expenses incurred enforcing its rights and remedies.
4. **Access to Records and Audit.** Payments from ARPA funds are subject to 2 C.F.R. 200.303 regarding internal controls, 2 C.F.R. 200.331-333 regarding subrecipient monitoring and management, and 2 C.F.R. Part 200 Subpart F regarding audit requirements. Where applicable, these requirements are considered legally binding and enforceable under this Agreement. Oakland County reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs, withholding of funds or recoupment as may be necessary to satisfy requirements. Subawards or subcontracts, if any, shall contain a provision making them subject to all of the provisions in this exhibit.

Grantee shall maintain all records pertinent to the Agreement and any Amendments, including backup copies, for a period of five (5) years. The records shall be kept in

accordance with generally accepted accounting practices, utilize adequate internal controls and shall maintain necessary documentation for all costs incurred, including documentation and an inventory of all equipment purchased with the Grant Amount. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

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

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

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

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

5. **Compliance with Laws.** Grantee shall comply with all federal, state, and local laws, statutes, ordinances, regulations, and all requirements applicable to its activities under the Agreement. This includes the following:
 - a. Grantee must comply with 2 C.F.R. 200.303(e) and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. 200.82, and other information County designates as sensitive or the Grantee

considers sensitive consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.

- b. Grantee must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements. Grantee will not pass-through the Grant Amount to an entity listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov.
- c. Grantee must register at sam.gov.
- d. Grantee must comply with Title VI of the Civil Rights Act of 1964, and any implementing regulations, which prohibits entities receiving Federal financial assistance from excluding from a program or activity, denying benefits or services, or otherwise discriminating against a person on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity). All applicable U.S. Department of Treasury Title VI regulations are incorporated into this Agreement and made a part of this Agreement.

#3

RESOLUTION



CITY OF PONTIAC RESOLUTION

Supporting the Webster Community Center Project in Pontiac

Whereas, the City of Pontiac strives to be an exceptional place for all of our residents to live, work, enjoy, and thrive; and,

Whereas, the redevelopment of the former Webster Elementary School, currently vacant and in disrepair, into a thriving community center will have a massively positive impact on the surrounding neighborhood and the entire City of Pontiac; and,

Whereas, this project will transform the existing large blighted structure into an active center for residents to use for physical activity, health services, fresh produce, nonprofit spaces, and a hub for local entrepreneurs and community gatherings; and,

Whereas, the former Webster Elementary School is an important historic landmark for the City of Pontiac as well as the nation, and in January 2022 the Pontiac City Council adopted a resolution supporting the addition of the Webster School to the National Register of Historic Places, which did successfully take place later that year; and,

Whereas, the Micah 6 Community nonprofit organization has successfully secured the substantial resources necessary to undertake this project construction; now,

Therefore, Be It Resolved, the Pontiac City Council hereby formally declares the City of Pontiac's support for the Webster Community Center project; and further

Resolved, the City submits our support of the project via correspondence to the Michigan Strategic Fund for their review; and further

Resolved, we are grateful for the Michigan Strategic Fund's continued interest in this crucial project in our Pontiac community.

PONTIAC CITY COUNCIL • *Pontiac, Michigan* • *July 17, 2023*

Mike McGuinness, *Council President*

Mikal Goodman, *Councilmember*

Brett Nicholson, *Councilmember*

Melanie Rutherford, *Councilmember*

William A. Carrington, *President Pro Tem*

Kathalee James, *Councilmember*

William Parker, Jr., *Councilmember*



#4

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

TO: Honorable City Council President and City Council

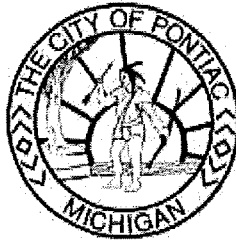
FROM: Alexandra Borngesser, Director, Grants and Philanthropy,

DATE: July 11, 2023

RE: AGREEMENT for PARTICIPATION IN OCAT between OAKLAND COUNTY (Oakland County Sheriff's Office) and CITY OF PONTIAC (Oakland County Sheriff's Office –Pontiac) and CITY OF HAZEL PARK (Hazel Park Police Dept.) and CITY OF FARMINGTON HILLS (Farmington Hills Police Dept.) and CITY OF DETROIT (Detroit Police Dept.) and CITY OF SOUTHFIELD (Southfield Police Dept.)

The objective of the following resolution is to authorize Mayor Tim Greimel to execute the Oakland County Automobile Theft prevention team (OCAT) agreement. The goal of OCAT is to reduce the number of motor vehicle thefts in each grant area by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved, and reducing false motor vehicle theft reports. Additionally, this Agreement will reduce the economic gain associated with motor vehicle theft by recovering stolen vehicles/parts/equipment and by identifying fraudulent insurance activity. OCAT will submit an application to the ATPA (Auto Theft Prevention Authority) Grant program for reimbursement of Police Officer overtime wages through participation in OCAT.

Resolution on Following Page



CITY OF PONTIAC CITY COUNCIL

RESOLUTION TO ADOPT AGREEMENT for PARTICIPATION IN OCAT

between

Oakland County (Oakland County Sheriff's Office);

City of Farmington Hills (Farmington Hills Police Department);

City of Hazel Park (Hazel Park Police Department);

City of Detroit (Detroit Police Department);

City of Southfield (Southfield Police Department);

As such, the following resolution is recommended for your consideration:

WHEREAS, the goal of OCAT is to reduce the number of motor vehicle thefts in each grant area by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved, and reducing false motor vehicle theft reports; and,

WHEREAS, this Agreement will reduce the economic gain associated with motor vehicle theft by recovering stolen vehicles/parts/equipment and by identifying fraudulent insurance activity; and,

WHEREAS, OCAT will submit an application to the ATPA (Auto Theft Prevention Authority) Grant program for reimbursement of Police Officer overtime wages through participation in OCAT; and,

NOW THEREFORE BE IT RESOLVED that the City Council hereby authorizes the Mayor, Tim Greimel, to sign onto the Agreement for Participation in OCAT between Oakland County and City of Pontiac (Oakland County Sheriff's Office –Pontiac) and City of Hazel Park (Hazel Park Police Dept.) and City of Farmington Hills (Farmington Hills Police Dept.) and City of Detroit (Detroit Police Dept.) and City of Southfield (Southfield Police Dept.)

Attachment: OCAT Agreement FY 2024

AGREEMENT
for
PARTICIPATION IN OCAT AND RECEIPT OF ATPA GRANT FUNDS
between
OAKLAND COUNTY (Oakland County Sheriff's Office)
and
CITY OF PONTIAC (Oakland County Sheriff's Office –Pontiac)
and
CITY OF HAZEL PARK (Hazel Park Police Dept.)
and
CITY OF FARMINGTON HILLS (Farmington Hills Police Dept.)
and
CITY OF DETROIT (Detroit Police Dept.)
and
CITY OF SOUTHFIELD (Southfield Police Dept.)

I. PARTIES

This Agreement is made between Oakland County, the City of Pontiac, the City of Hazel Park, the City of Farmington Hills, the City of Detroit, and the City of Southfield.

This Agreement will be performed by the parties' law enforcement agencies. Each party may be referred to in this Agreement by its respective law enforcement agency.

Oakland County may also be referred to in this Agreement as the "Grant Administrator." The parties are collectively referred to in this Agreement as the Oakland County Automobile Theft prevention team (OCAT).

II. PURPOSE

The purpose of this Agreement is to set forth the relationship and responsibilities of the members of OCAT.

III. EXHIBITS

The following exhibits are part of this Agreement:

Exhibit A: FY 2024 Automobile Theft Prevention Authority (ATPA) Grant Application.

Exhibit B: FY 2024 ATPA Grant Contract.

IV. RESPONSIBILITIES

OCAT agrees to accomplish the following objectives, which are more fully outlined in Exhibit A and Exhibit B:

Oakland County will:

- a. Work to reduce the number of automobile thefts in OCAT's geographical target area, as defined in the ATPA Grant Application (Exhibit A), by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved in auto theft-related activities, and reducing false auto theft reports.
- b. Comply with ATPA guidelines, policies, and Uniform Crime Reporting (UCR) requirements for submission of data.
- c. Maintain clear and reliable documentation of performance activity and financial expenditures.
- d. Attend regular meetings for area detectives and insurance investigators, including participation in the monthly anti-car theft meetings.
- e. Following forfeited property auctions, report to the ATPA the dollar amount deposited into the designated forfeiture account on progress reports.
- f. Receive quarterly progress reports and reimbursement requests from OCAT's participating law enforcement agencies, compile received reports, and submit compiled data with supporting documentation to the ATPA by the due dates designated in the ATPA Grant Contract (Exhibit B).

City of Pontiac will:

- a. Work to reduce the number of automobile thefts in OCAT's geographical target area, as defined in the ATPA Grant Application (Exhibit A), by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved in auto theft-related activities, and reducing false auto theft reports.
- b. Comply with ATPA guidelines, policies, and Uniform Crime Reporting (UCR) requirements for submission of data.
- c. Maintain clear and reliable documentation of performance activity and financial expenditures.
- d. Attend regular meetings for area detectives and insurance investigators, including participation in the monthly anti-car theft meetings.
- e. Following forfeited property auctions, report to the Grant Administrator the dollar amount deposited into the designated forfeiture account on progress reports.
- f. Submit quarterly progress reports and reimbursement requests to the Grant Administrator by the due dates set by the Grant Administrator.

City of Hazel Park will:

- a. Work to reduce the number of automobile thefts in OCAT's geographical target area, as defined in the ATPA Grant Application (Exhibit A), by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved in auto theft-related activities, and reducing false auto theft reports.
- b. Comply with ATPA guidelines, policies, and Uniform Crime Reporting (UCR) requirements for submission of data.
- c. Maintain clear and reliable documentation of performance activity and financial expenditures.
- d. Attend regular meetings for area detectives and insurance investigators, including participation in the monthly anti-car theft meetings.
- e. Following forfeited property auctions, report to the Grant Administrator the dollar amount deposited into the designated forfeiture account on progress reports.

- f. Submit quarterly progress reports and reimbursement requests to the Grant Administrator by the due dates set by the Grant Administrator.

City of Farmington Hills will:

- a. Work to reduce the number of automobile thefts in OCAT's geographical target area, as defined in the ATPA Grant Application (Exhibit A), by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved in auto theft-related activities, and reducing false auto theft reports.
- b. Comply with ATPA guidelines, policies, and Uniform Crime Reporting (UCR) requirements for submission of data.
- c. Maintain clear and reliable documentation of performance activity and financial expenditures.
- d. Attend regular meetings for area detectives and insurance investigators, including participation in the monthly anti-car theft meetings.
- e. Following forfeited property auctions, report to the Grant Administrator the dollar amount deposited into the designated forfeiture account on progress reports.
- f. Submit quarterly progress reports and reimbursement requests to the Grant Administrator by the due dates set by the Grant Administrator.

City of Detroit will:

- a. Work to reduce the number of automobile thefts in OCAT's geographical target area, as defined in the ATPA Grant Application (Exhibit A), by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved in auto theft-related activities, and reducing false auto theft reports.
- b. Comply with ATPA guidelines, policies, and Uniform Crime Reporting (UCR) requirements for submission of data.
- c. Maintain clear and reliable documentation of performance activity and financial expenditures.
- d. Attend regular meetings for area detectives and insurance investigators, including participation in the monthly anti-car theft meetings.
- e. Following forfeited property auctions, report to the Grant Administrator the dollar amount deposited into the designated forfeiture account on progress reports.
- f. Submit quarterly progress reports and reimbursement requests to the Grant Administrator by the due dates set by the Grant Administrator.

City of Southfield will:

- a. Work to reduce the number of automobile thefts in OCAT's geographical target area, as defined in the ATPA Grant Application (Exhibit A), by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved in auto theft-related activities, and reducing false auto theft reports.
- b. Comply with ATPA guidelines, policies, and Uniform Crime Reporting (UCR) requirements for submission of data.
- c. Maintain clear and reliable documentation of performance activity and financial expenditures.
- d. Attend regular meetings for area detectives and insurance investigators, including participation in the monthly anti-car theft meetings.
- e. Following forfeited property auctions, report to the Grant Administrator the dollar amount deposited into the designated forfeiture account on progress reports.

- f. Submit quarterly progress reports and reimbursement requests to the Grant Administrator by the due dates set by the Grant Administrator.

The Parties mutually agree:

- a. To make all reasonable efforts to ensure that all reports are submitted to the Grant Administrator, compiled, and forwarded to the ATPA by the due dates designated in the ATPA Grant Contract (Exhibit B).
- b. To work cooperatively to fulfill all grant requirements as stated in the ATPA Grant Contract (Exhibit B).
- c. To use the Michigan High Intensity Drug Trafficking Areas' Deconfliction Center on all cases, when applicable.

V. LIABILITY

Each Party shall be responsible for its own acts and the acts of its employees and agents, the costs associated with those acts, and the defense of those acts.

VI. ASSURANCES

Each party certifies that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
- Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them and are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, on making false statements, or receiving stolen property;
- Have not within a two-year period preceding this Agreement been convicted of a felony criminal violation under any federal law; and
- Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

VII. CORRESPONDENCE

All notices or other written communications shall be addressed as indicated in this section, or as specified, by a subsequent written notice delivered by the party whose address or authorized representative has changed.

Notices or other communications required by, or related to, this Agreement shall be in writing and shall be delivered in one of the following manners:

- a. In person;
- b. By certified registered mail, return receipt requested, with all postage or charges prepaid; or,
- c. By email to the email address identified for the authorized representative.

Oakland County:

Contact: Captain Joseph Quisenberry
Address: 1200 N. Telegraph Rd. Bldg. 38E
City, State, Zip: Pontiac, MI 48341
Telephone: 248-858-4960
Email: quisenberryj@oakgov.com

Farmington Hills:

Contact: Chief Jeff King
Address: 31655 West Eleven Mile Rd.
City, State, Zip: Farmington Hills, MI 48336
Telephone: 248-871-2600
Email: jking@fhgov.com

Hazel Park:

Contact: Chief Brian Buchholz
Address: 111 E. Nine Mile Rd.
City, State, Zip: Hazel Park, MI 48030
Telephone: 248-542-6161
Email: bbuchholz@hazelparkpd.us

Detroit:

Contact: Lieutenant Dana Russell
Address: 1301 Third Avenue
City, State, Zip: Detroit, MI 48226
Telephone: 313-596-2555
Email: russelld148@detroitmi.gov

Southfield:

Contact: Chief Elvin Barren
Address: 26000 Evergreen Rd.
City, State, Zip: Southfield, MI 48076
Telephone: 248-796-5500
Email: ebarren@cityofsouthfield.com

Pontiac:

Contact: Mayor Tim Greimel
Address: 47450 Woodward Ave.
City, State, Zip: Pontiac, MI 48342
Telephone: 248-758-3133
Email: tgreimel@pontiac.mi.us

VIII. TERM

This Agreement is contingent upon funds being awarded by the ATPA for auto-theft prevention activities. This Agreement is effective when signed by the Parties, by and through their duly authorized representatives, for a period beginning October 1, 2023 through September 30, 2024, unless terminated early, as hereinafter set forth.

IX. TERMINATION

Any party may terminate this Agreement for any reason, provided that at least 30 days advance written notice of termination is given to the non-terminating parties by the terminating party.

X. ENTIRE AGREEMENT AND AMENDMENT

This Agreement is the complete and exclusive Agreement between the Parties with respect to the subject matter thereof, and supersedes all prior negotiations, representations, proposals, and other communications between the Parties either oral or written. This Agreement may only be amended by a written document signed by the Parties after receiving approval from their governing bodies. However, a Party may change its Correspondence information without amending the Agreement in accordance with Section VII; it is not necessary to amend this Agreement for the sole purpose of changing the Correspondence information.

XI. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

XII. SIGNATURES

Each Party certifies that it has received approval from its governing body via resolution to enter into this Agreement. The person signing this Agreement on behalf of each Party certifies that he or she has the necessary approval and authority to sign this Agreement on behalf of the Party and bind the Party to the terms and conditions contained herein.

OAKLAND COUNTY (Oakland County Sheriff's Office)

By: _____ Date: _____

Printed Name: Sheriff Michael Bouchard

Title: Oakland County Sheriff

CITY OF PONTIAC (Oakland County Sheriff's Office –Pontiac)

By: _____ Date: _____

Printed Name:

Title: Mayor

CITY OF HAZEL PARK (Hazel Park Police Department)

By: _____ Date: _____

Printed Name:

Title: Chief of Police

CITY OF FARMINGTON HILLS (Farmington Hills Police Department)

By: _____ Date: _____

Printed Name:

Title: Chief of Police

CITY OF DETROIT (Detroit Police Department)

By: _____ Date: _____

Printed Name:

Title: Lieutenant

CITY OF SOUTHFIELD (Southfield Police Department)

By: _____ Date: _____

Printed Name:

Title: Chief of Police

#5

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

TO: Honorable City Council President and City Council

FROM: Alexandra Borngesser, Director, Grants and Philanthropy,

DATE: July 18, 2023

RE: Resolution to authorize Mayor Tim Greimel to execute the Lowe's Hometowns Grant Program Agreement 2023

The City of Pontiac has been awarded funding from the Lowe's Hometowns Grant Program to support critical improvements to the Ruth Peterson Senior Center. The City of Pontiac is one of 100 community projects to be completed this year as part of Lowe's Hometowns Community Impact Projects. This initiative will support facility renovations for the Ruth Peterson Senior Center. The project is Lowe's largest community impact program. Launched in 2022, Lowe's Hometowns is a five-year, \$100 million commitment from Lowe's to rebuild and revitalize community spaces nationwide.

Pontiac will utilize these funds to renovate and provide commercial-grade cooking equipment to the kitchen area at the Ruth Peterson Senior Center. Additional upgrades include new refrigerators, food forming stations, ovens, stoves, salad bar station, and floor replacement. The facility and the kitchen have been in disrepair for several months, so the upcoming improvements will go a long way toward providing quality, nutritious foods for Pontiac's aging residents.

Supplemental documents including a statement of work, budget, and grant agreement are attached for review. The following resolution will authorize the Mayor to execute the Lowe's Hometowns Grant Program Agreement 2023, and to accept the award in the amount of \$200,000.

Resolution on Following Page



CITY OF PONTIAC CITY COUNCIL

RESOLUTION TO AUTHORIZE MAYOR TIM GREIMEL TO EXECUTE THE 2023 LOWE'S HOMETOWNS GRANT PROGRAM AGREEMENT

WHEREAS, the City of Pontiac has been awarded \$200,000 from the Lowe's Hometowns Grant Program; and,

WHEREAS, the Lowe's Hometowns Grant Program will serve as the grant maker, and is administered by Points of Light; and,

WHEREAS, the grant award will support critical improvements to the Ruth Peterson Senior Center; and,

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

WHEREAS, the term of the Agreement ends November 15th, 2023.

NOW THEREFORE BE IT RESOLVED that the City Council hereby authorizes Mayor Tim Greimel to execute the Lowe's Hometowns Grant Program Agreement 2023 in acceptance of the \$200,000 grant award, and to submit and execute documents requested by Lowe's Hometowns Grant Program related to the grant award.

Attachment: Lowe's Hometowns Grant Program Grant Agreement 2023 and Statement of Work

Lowe's Hometowns Grant Program Terms and Conditions

- 1. OVERVIEW:** Lowe's wants to enhance the communities in which we all live by providing funding for up to 100 charitable projects that improve community resources/spaces. While Lowe's may select some of the projects based on our own charitable initiatives, Lowe's invites customers from across the United States to nominate their hometowns for a charitable project through the Lowe's Hometowns Grant Program ("**Program**"). From the nominations received through the Program website, lowes.com/hometowns ("**Website**"), Lowe's selection committee ("**Selection Committee**") will ultimately select eligible community improvement projects ("**Community Improvement Project(s)**") to fund ("**Grant(s)**") by working with local nonprofits and/or government entities ("**Grant Recipients**") as further set forth below.
- 2. PROGRAM PERIOD:** The Program nomination phase starts on January 23, 2023 at 12:00 AM (midnight) Eastern Time ("**ET**") and ends on February 20, 2023 at 11:59:59 PM ET ("**Program Nomination Period**"). The official time keeping device for this Program is the Website.
- 3. WHO CAN NOMINATE:** This Program is open to legal residents of the fifty (50) United States and the District of Columbia, who are at least twenty-one (21) years of age or older at the time of nomination. Each eligible entrant is a "**Nominator**".

The following individuals are not eligible to nominate a Community Improvement Project:

- (i) Any individual member of the Selection Committee reviewing nominations and helping narrow down or select Grant Recipients ("**Program Reviewer(s)**");
- (ii) Any employee, officers, directors, and agents of any for profit company or for-profit entity (excluding Lowe's Companies, Inc. and its affiliates) involved in the implementation and execution of Program ("**Program Implementor(s)**"); and
- (iii) Immediate Family Members of any Program Reviewer and/or Program Implementor ("**Immediate Family Member(s)**" defined as (1) spouse; and (2) parent, child, sibling, and each of their respective spouses and "steps" of each, regardless of where they reside); and
- (iv) Any individual who lives in the same household as a Program Reviewer and/or Program Implementor.

For avoidance of doubt, associates of Lowe's Companies, Inc. and its affiliates (collectively, "**Lowe's**"), other than those included in 3(i) above, are eligible to nominate their hometowns to be a part of the Program.

Nominator's participation constitutes his/her full and unconditional agreement to these Terms and Conditions. Lowe's, or at Lowe's election its third-party entities' helping implement and execute the Program ("**Third-Party Vendors**") decisions and interpretations, are final and binding in all matters related to the Program. Awarding any Grant is contingent upon fulfilling all requirements set forth herein and any other condition provided by Lowe's and Selection Committee's sole and absolute discretion. Nominators and/or potential Grant Recipients may be required to provide proof of identification and eligibility as requested by Lowe's or any of its Third-Party Vendors.

**NO PURCHASE OR PAYMENT NECESSARY TO APPLY OR RECEIVE A GRANT.
PURCHASE HISTORY WILL NOT IMPACT GRANT DECISIONS.**

- 4. ELIGIBLE PROJECTS:** Community Improvement Projects must meet the following requirements ("**Eligible Community Improvement Projects**"):

- (i) Must be capable of being sponsored by nonprofit entity recognized under Section 501(c)(3) of the Internal Revenue Code ("**Nonprofit**") or a government entity;
- (ii) Must benefit the community as a whole as opposed to small group or individual;
- (iii) Must involve making physical improvements or enhancements;
- (iv) Must fall into at least one of the following categories:
 - Community Resources/Space (e.g. park, senior citizen center, youth center, etc.);
 - Safe Affordable Housing (e.g. critical repairs for shelters, block of homes, accessible home needs, etc.);
 - Cultural Preservation (e.g. theatre or memorial renovation, etc.);
 - Area Revitalization (e.g. a new playground at a community park, community garden, renovations to downtown areas, etc.); and/or
 - Skilled Trades Education initiatives (e.g. mobile training programs, high school vocational, etc.);
- (v) Must not benefit or sponsor:
 - A single individual (e.g. an individual that needs his/her home improved or repaired, etc.);
- (vi) Must not sponsor:
 - Community sports teams, activities, or events;
- (vii) Must be able to be completed on or before November 15, 2023;
- (viii) Physical location of the nominated Community Improvement Project must be located in the United States and be within a reasonable distance (as determined by Lowe's in Lowe's sole discretion) of a Lowe's store; and
- (ix) Must not be a Community Improvement Project that Nominator or Nominator's Immediate Family Members receive financial benefit from.

5. HOW TO NOMINATE A HOMETOWN PROJECT: During the Program Nomination Period, a Nominator must visit lowes.com/hometowns and enter the information requested on the nomination form (collectively, "**Submission**"), which may include without limitation:

- (i) Nominator's first and complete last name (no initials), phone number, and email address;
- (ii) Name of the nonprofit that will lead the Community Improvement Project;
- (iii) Contact information for the nonprofit (contact first name, last name, phone number, email address and mailing address);
- (iv) Community Improvement Project location; and
- (v) Description of the Community Improvement Project work that needs to be done;
- (vi) Why the Community Improvement Project is important to the Nominator;
- (vii) Current status of the Community Improvement Project;
- (viii) Whether or not the Community Improvement Project can be started or continued and completed between July – November 15, 2023;
- (ix) How the Grant funds will be used; and
- (x) Estimated cost to complete the Community Improvement Project

NOTE: By submitting a Submission, each Nominator agrees that his/her Submission conforms to the Submission Requirements set forth in Section 5 below and all other terms and conditions in

these Terms and Conditions and that Lowe's, or its Third Party Vendors, may, in their sole and absolute discretion, disqualify him/her from the Program if Lowe's (in its sole discretion) decides that his/her Submission fails to conform to the Submission Requirements or any other provision of these Terms and Conditions.

6. SUBMISSION GUIDELINES AND REQUIREMENTS: Each Submission must comply with the following Terms and Conditions:

- (i) Must not contain material that violates or infringes another's rights, including, but not limited to, privacy, publicity, or intellectual property rights, including copyright infringement, or legal or moral rights of any third party, living or deceased;
- (ii) Must not disparage Lowe's or any other person or party affiliated with the operation and administration of this Program;
- (iii) Must not include any personally identifiable information other than as necessary to complete the nomination form;
- (iv) Must be the original work of the Nominator and must not contain music, quotes, parodies, or other materials not created by Nominator;
- (v) Must not contain, facilitate, reference, or use material that is fraudulent, inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous, or libelous;
- (vi) Cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, or contain nudity or any materially dangerous activity;
- (vii) Must not contain, facilitate, reference, or use material that contains prohibited content which shall include, but is not limited to content that promotes, suggests, or encourages:
 - (a) gambling, including without limitation, any content related to online casinos, sports books, bingo, or poker;
 - (b) the use of firearms/weapons/ammunition, any illegal drugs, prostitution, pornography, nudity, profanity or other adult content, violence, or the use of alcohol or tobacco products; and
 - (c) the taking up of arms against any person, government or entity or otherwise challenge or seek to overthrow any government;
- (viii) Must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way;
- (ix) Must not contain, facilitate, reference, or use material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status, or age; and
- (x) Must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the photograph or video was created.

NOTE: If any Submission fails to comply with any of these Submission Requirements or any other provisions of these Terms and Conditions, Lowe's and/or its Third-Party Vendors reserve the right, but are not obligated, to disqualify the Submission.

Further, no Community Improvement Project will be eligible to receive funding from a Grant unless Lowe's determines, in its sole and absolute discretion, that such Community Improvement Project is capable of and is sponsored by or otherwise adopted for implementation and execution by a Nonprofit or government entity.

Each person who fills out a nomination form for this Program represents and warrants as follows:

- (i) the Submission is the Nominator's own original;
- (ii) the Submission does not contain any computer virus (as applicable), is otherwise uncorrupted, is wholly original with Nominator, and as of the date of submission, is not the subject of any actual or threatened litigation or claim;
- (iii) the Submission does not and will not violate or infringe upon the intellectual property rights or other rights of any third party;
- (iv) Nominator has obtained permission from any person whose name is used in the Submission; and
- (v) the Submission does not and will not violate any applicable laws and is not and will not be defamatory or libelous.

Nominator hereby agrees to indemnify and hold Lowe's Companies, Inc, its affiliates and subsidiaries, any individual, company, organization or an entity involved in the execution and/or implementation of the Program, as well as any of the foregoing entities' employees, officers, directors, representatives, and agents (collectively, "**Program Entities**") harmless from and against any and all claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any non-compliance with the Terms and Conditions, including breach or alleged breach of any of the warranties, representations or agreements of entrant hereunder.

By submitting a Submission, Nominator hereby grants permission for the Submission to be publicly posted, at Lowe's sole discretion. By submitting a Submission, Nominator grants Lowe's an unlimited, worldwide, royalty-free, irrevocable, perpetual, transferable license and right to publish, use, publicly perform and display the Submission in whole or in part, in any way, in any and all media, without limitation, and without consideration to the Nominator, for promotional or marketing purposes. The Program Entities are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Submissions – all of which will be void. Lowe's reserves the right to disqualify any Nominator and/or Submission in its sole and absolute discretion.

7. JUDGING AND SELECTION OF GRANT RECIPIENTS. There are two (2) rounds of judging:

- (i) **First Round.** Throughout the Program Nomination Period, the eligible Submissions will be judged by a panel of qualified judges comprised of employees of Lowe's and its Third-Party Vendor ("**Judges**") according to the following judging criteria: (i) Degree of Community Impact; (ii) Demonstrated Need; (iii) Feasibility and; (iv) Inspiration (collectively, "**Judging Criteria**"). The Judges will select the top two hundred (200) nominated Eligible Community Improvement Projects ("**Finalists**").
- (ii) **Second Round:** Lowe's and/or its designee will obtain additional information about the Finalists, and the Judges will evaluate the Finalists based on the judging criteria, additional

information obtained, and the following criteria and select up to one hundred (100) Submissions to be potential Grant Recipients:

- (a) Balanced number of Community Improvement Projects in urban/rural communities;
- (b) Disperse geographic reach across the United States;
- (c) Economic impact on the community served;
- (d) Willingness of a Nonprofit or government entity to facilitate and oversee the Community Improvement Project; and
- (e) Ability to Complete Community Improvement Project on or before November 15, 2023.

The potential Grant Recipients are each considered a potential Grant Recipient pending verification of eligibility and compliance with these Terms and Conditions, and agreement to grant conditions as further described below. Decisions of the Judges are final, and binding and Nominator hereby waives any and all rights to view the evaluations, scoring, rating methodology, or anything related thereto. Judge's decisions are final and non-appealable. Judges shall avoid approval of any projects from which they may personally benefit. Any Judge who may benefit from a particular nominated project shall recuse himself or herself from voting on that nominated project. Should a majority of Judges potentially benefit from a specifically nominated project, such nominated project shall be disqualified.

8. GRANTS AND CONDITIONS:

- (i) **Grants:** Amount of each Grant awarded will be determined by Lowe's in its sole and absolute discretion and may take into consideration the Community Improvement Project budget, other Community Improvement Projects that have received grants, available funds and/or other Judging Criteria. Each Grant will be awarded by Lowe's or its designee to a Nonprofit or government entity who can and is willing to accept responsibility for completion of the Community Improvement Project. Grants may be in the form of cash or Lowe's gift cards in Lowe's sole discretion.
- (ii) **Grant Conditions:** Each Grant Recipient will be required to sign a separate agreement with Lowe's and/or its designee which governs the terms and conditions of the Grant. The Program Entities shall not be held responsible for any delays in awarding or fulfilling a Grant for any reason. It is Lowe's 's intent to fund up to one hundred (100) Community Improvement Projects as part of its Hometown campaign. In the event of an insufficient number of eligible Submissions and/or qualified Community Improvement Projects, Lowe's may in its sole discretion, select projects from outside the Program. The actual number and amount of Grants funded by the Program will depend upon the number of eligible Submissions, qualified Community Improvement Projects and the number of projects selected by Lowe's to fund outside the Program.

Potential Grant Recipients are subject to verification of eligibility and compliance with these Terms and Conditions. **Lowe's and/or its Third-Party Vendors may request additional information from Nominator, Community Improvement Project representatives, Nonprofit and/or government entity or require that Grant recipients enter into a separate agreement with Lowe's or its designee which contains separate terms and conditions.**

Each Grant Recipient may be subject to additional due diligence before the Grant is awarded. Lowe's reserves the right to disqualify the Submission, including Community Improvement Project and/or potential Grant recipient related thereto based on the results of such background

check and/or due diligence if Lowe's determines in its sole discretion that the awarding of the Grant or the Community Improvement Project itself might reflect negatively on Lowe's. Potential Grants and Community Improvement Projects are subject to verification of eligibility and compliance with these Terms and Conditions. Failure to provide all required information within the stated time period may result in no longer being considered for a Grant or otherwise a forfeiture of the Grant.

Each Grant Recipient will be required to sign a separate agreement with Lowe's or its designee, including a Liability/Publicity Release and/or a performance contract confirming the recipient's eligibility and that it will use Grant funds toward completion of the Community Improvement Project and fulfillment of Grant conditions, which may require that the recipient provide Lowe's or its designee with status reports and social media posts regarding progress and permit Lowe's or its designee to photograph or videotape progress on the Community Improvement Project and post same in promoting the Community Improvement Project, the Program and/or Lowe's business. Upon verification of eligibility, the contact for the Grant recipient will be contacted regarding Grant issuance. The Program Entities shall not be held responsible for any delays in awarding or fulfilling a Grant or completing a Community Improvement Project for any reason. Grants are not transferable. Grant recipients are responsible for all aspects of the Community Improvement Project other than the Grant funds provided by Lowe's pursuant to this Program.

9. **LIMITATION OF LIABILITY; CONDITIONS; FORCE MAJEURE;** : By participating in this Program, Nominators and Grant recipients on behalf themselves and/or any organization that they represent, agree that the Program Entities and each of their respective affiliates, subsidiaries, representatives, consultants, **contractors**, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("**Released Parties**") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail notifications, telephone calls, or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/Internet/website/UseNet accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Program; (vii) any injury or damage, whether personal or property (including any injury related to implementation of the Community Improvement Project or use of the Grant), to Nominator's or to any person's computer related to or resulting from participating in the Program and/or accepting or using the Grant; and (viii) Submissions that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Terms and Conditions. Further, the Released Parties are not responsible for any undelivered telephone calls, messages or e-mails, including without limitation, e-mails that are not received because of a Nominator's privacy or spam filter settings that may divert any winner notification or other Program related e-mail to a spam or junk folder.

By entering the Program, each Nominator and Grant recipient agrees: (i) to be bound by these Terms and Conditions, including Submission requirements; (ii) to waive any rights to claim ambiguity with respect to these Terms and Conditions; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Program; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable

attorneys' fees) that may arise in connection with: (a) the Program, including, but not limited to, any Program-related activity or element thereof, and the Nominator's Submission, participation or inability to participate in the Program; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of the Grant (or any component thereof); (d) any change in the Grant (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; or (g) the negligence or willful misconduct by Nominator.

If, for any reason, the Program is not capable of running as planned, or the integrity and or feasibility of the Program is severely undermined by any event beyond the control of Lowe's, including but not limited to fire, flood, epidemic, pandemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsor (each a "Force Majeure" event or occurrence), or in the event of insufficient submissions or insufficient qualified projects, Lowe's reserves the right, at its sole discretion, to abbreviate, cancel, terminate, modify, suspend or extend the Program and/or proceed with the Program, including at its discretion, the selection of Grant recipients in a manner it deems fair and reasonable, including the selection of Grant recipients from among eligible Submissions received prior to such cancellation, termination, modification or suspension without any further obligation provided such Submissions include an Eligible Community Improvement Project and such Grant recipient follows all other terms and conditions of the Program and/or separate agreement between Lowe's and/or designee.

10. **DISPUTES: THIS PROGRAM IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NORTH CAROLINA, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE MECKLENBURG COUNTY, NORTH CAROLINA. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN NORTH CAROLINA. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN CHARLOTTE, NORTH CAROLINA. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. NOMINATORS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY NOMINATOR AND/OR RELEASED PARTIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE PROGRAM PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.**

11. **PRIVACY STATEMENT:** Lowe's privacy statement is available at <https://www.lowes.com/ll/privacy-and-security-statement.html>.

12. **PUBLICITY RIGHTS:** By participating in this Program, each Nominator and Grant Recipient agrees to allow Lowe's and its designees the perpetual right to use his/her name, address (city and state), biographical information, likeness, picture and other information and content provided in connection with the Program or related to the Community Improvement Project for promotion, trade, commercial, advertising and publicity purposes in all media worldwide including, but not limited to, on television and the Internet, without notice, review or approval and without additional compensation, except where prohibited by law.
13. **RELEASE:** By participating in the Program, each Nominator and Grant Recipient release and agree to indemnify and hold harmless Program Entities, from and against any and all costs, claims, damages, or any other injury, whether due to negligence or otherwise, to person(s) or property (including, without limitation, death or violation of any personal rights, such as violation of right of publicity/privacy, libel, or slander), due in whole or in part, directly or indirectly, to participation in the Program, creation of an Submission, acceptance or usage of the Grant, or arising out of participation in any Program, use of the Grant or Community Improvement Project-related activity, whether hosted by Lowe's or a third party.
14. **MISCELLANEOUS:** This Program is subject to all applicable federal, state, and local laws. Awarding a Grant is contingent upon fulfilling all requirements set forth herein. Any attempted form of participation in this Program other than as described herein is void and may result in disqualification or revocation of the Grant in Lowe's sole discretion. Lowe's reserves the right to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Program, to be acting in violation of these Terms and Conditions or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of the Program or use of any Grant. Any use of robotic, automatic, macro, programmed, third- party or like methods to participate in the Program will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS PROGRAM IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE LOWE'S RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.**

If any provision of these Terms and Conditions or any word, phrase, clause, sentence or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Terms and Conditions valid and enforceable. The invalidity or unenforceability of any provision of these Terms and Conditions or any Program documents will not affect the validity or enforceability of any other provision. Lowe's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted will not be returned. In the event of any conflict with any Program details contained in these Terms and Conditions and the Program details contained in any Program promotional materials (including, but not limited to, point of sale, television and print advertising, or any other promotional media), the details of the Program as set forth in these Terms and Conditions shall prevail. In the event of any conflict between the Terms and Conditions and the Website terms and conditions, the terms and conditions of the Terms and Conditions will prevail.

Lowe's Hometowns Grant Program
Grant Recipient Documents and Agreement
Administered by Points of Light

Submission Checklist

Upon returning this agreement, please confirm that you have submitted to the Points of Light Program Manager the following documents. Failure to provide the signed agreement with requested documentation may result in a forfeiture of eligibility for the Lowe's Hometowns Grant Program.

Required Documents:

- Completed IRS Form W9 (Required)
- Two Certificates of Insurance (COI) with term limits listed in Section H.6. of the Grant Agreement *Points of Light Foundation* and *Lowe's Company and its subsidiaries* as additional insured (Required)
- Bank Verification Letter (Required)

Please obtain a bank verification letter from your financial institution. The letter should be on bank letterhead with a signature from the banking representative/relationship manager. The letter must include the following information:

- Your Organization Name
- Your Organization Address
- Account Number
- ACH Direct Deposit Routing Number (9 Digits)
- Bank Name
- Bank Address
- Bank verification letter must be dated with the last ninety (90) days

Lowe's Hometowns Grant Program Agreement

Administered by Points of Light

This Grant Agreement (the "Agreement") is entered into by and between Points of Light Foundation d/b/a Points of Light, a Delaware non-for-profit corporation ("Points of Light"), and the Grant Recipient as set forth below ("Grant Recipient") as of June 27, 2023 ("Effective Date").

A. GRANT DETAILS

Points of Light shall provide funding in the amount and to the Recipient as specified below to support Grant Recipient's implementation of its proposed Community Improvement Project (the "Grant").

ORGANIZATION NAME	City of Pontiac		
CONTACT NAME	Alexandra Borngesser		
CONTACT EMAIL	aborngesser@pontiac.mi.us	PHONE	2487583327
ORGANIZATION ADDRESS	47450 Woodward, Pontiac, MI 48340		
GRANT AMOUNT	\$200,000		

B. GRANT PERIOD

The Agreement is in full force and effect from the Effective Date through November 15, 2023 (the "Term").

C. GRANT REQUIREMENTS

- Grant Recipient confirms eligibility as a 501(c)(3) organization, tax-exempt school, or government entity, and as further specified in the Lowe's Hometowns Program Terms and Conditions set forth at www.pointsoflight.org/loweshometowngrantsrules
- Where Grant Recipient is receiving funds and managing the project on behalf of a third-party beneficiary that was nominated and vetted for the Grant ("Benefitting Organization"), Grant Recipient warrants it has executed an agreement with the Benefitting Organization authorizing Grant Recipient to accept funds and oversee performance of the Grant. Grant Recipient acknowledges that it will be required to provide a copy of such agreement to Points of Light or Lowe's upon request.
- Any material changes to the Community Improvement Project must be communicated in advance to Points of Light (LowesHometowns@pointsoflight.org) and approved in writing (via email) by Points of Light; provided, however, that any changes to the scope of the Grant or the completion date of the Community Improvement Project shall require an amendment in writing signed by both parties.

D. LOWE'S PROJECT REQUIREMENTS

Grant Recipient agrees to do the following:

- Implement the Community Improvement Project further described in Exhibit A (the "Project Plan") and to complete the Community Improvement Project on or before November 15, 2023.
- Keep Grant Recipient's status of being awarded a Grant confidential until such time as Lowe's elects to announce such award, provided, however, that a Grant Recipient may provide information to third parties if Grant Recipient determines, in its reasonable discretion, such third party needs to know such information in order for the Community Impact Project to proceed and such third party agrees to keep any and all shared information confidential until such time that Lowe's elects to announce Grant Recipient's award.
- Engage with the Points of Light project contact and Lowe's Store Captain to execute the Red Vest Day as provided for in Exhibit A, by: (i) establishing a regular meeting and/or update cadence in the weeks leading up to the Red Vest Day; and (ii) coordinating with Lowe's Store Captains on the Red Vest Day.
- When feasible and within budget and project timeline, working in partnership with the Lowe's Store Captain, consider in good faith: (i) Lowe's for products and supplies, and (ii) Lowe's third-party installers and/or pro customers for

professional contract work related to the Community Improvement Project.

5. Ensure there is no visible branding from Lowe's Competitors at project site (For purposes of this Agreement, "Competitors" shall include the following by way of illustration, not limitation: The Home Depot, Menards, Amazon, Best Buy, Sears, Ace Hardware, True Value, Tractor Supply, and Floor & Décor) and no branding conflicts with the Lowe's brand, and any of the products and services which Lowe's sells when Lowe's is capturing content related to the project (e.g. Home Depot branded buckets, any branded paint or tools that cannot be purchased from Lowe's, etc.).
6. Provide project status updates to Points of Light upon request; any delays to the agreed-upon project schedule must be immediately communicated to Points of Light in writing via email.
7. For reporting purposes: (i) watch a brief (less than 30 minutes) recorded training video outlining the reporting process with True Impact; (ii) complete a forecast Social Impact Report directly on the True Impact platform at the mid-point of the Community Improvement Project (based on planned end point, or when first disbursement of the Grant has been completely allocated) and no later than September 15, 2023; (iii) respond to Lowe's feedback on the Social Impact Report in a timely manner; (iv) update the forecast Social Impact Report within one (1) week of the completion of the Community Improvement Project and no later than November 20, 2023 in order to receive the final Grant disbursement. The requirements of this Section D.7 shall survive the termination of this Agreement.
8. Grant Lowe's and its affiliates the right to use the Grant Recipient's name and/or logo to advertise and promote Lowe's relationship with the Grant Recipient in conjunction with Program and to permit Lowe's to feature the project and representatives of the project in any future media opportunities.
9. Provide and ensure physical access to the site for construction/project improvement for the purposes of taking photographs or video at a time to be mutually agreed upon by the parties.
10. Direct all media inquiries to the Lowe's Public Relations team: publicrelations@lowes.com and use best efforts to identify beneficiaries of the Grant who are willing to participate in Lowe's media efforts to tell the story of the impact such Grant has on such beneficiary.
11. Follow all applicable laws, as well as recommended and mandatory guidelines, regulations, orders, or ordinances in place from CDC, state or local municipalities.
12. Agree (i) to be bound by the Lowe's Hometowns Program Terms and Conditions set forth at [www.pointsoflight.org/loweshometowngrantsrules%20\(Terms and Conditions\)](http://www.pointsoflight.org/loweshometowngrantsrules%20(Terms%20and%20Conditions)), including Submission (as defined in the Terms and Conditions) requirements; (ii) to waive any rights to claim ambiguity with respect to the Terms and Conditions; (iii) to waive all of its rights to bring any claim, action or proceeding against any of the Released Parties (as defined in the Terms and Conditions) in connection with the Program; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Lowe's Hometowns Grant Program, including, but not limited to, any program-related activity or element thereof, and the Nominator's Submission (as defined in Program Terms and Conditions), participation or inability to participate in the Lowe's Hometowns Grant Program; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of the Grant (or any component thereof); (d) any change in the Grant (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; or (g) the negligence or willful misconduct by Nominator (as defined in the Terms and Conditions).

E. BUDGET

Project costs should be managed within the budget. Points of Light will not reimburse Grant Recipient for costs in excess of the budget unless the parties agree otherwise and signed in writing.

Project Budget (For supplies, materials, vendors, skilled contractors, permitting and other project related costs)	\$200,000
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F. RELEASE OF GRANT FUNDS

Grant Recipient will invoice Points of Light for release of grant funds according to the schedule below, and Points of Light will make payment by ACH within fifteen (15) days of receipt of Grant Recipient's invoice. Grant Recipient is responsible for ensuring Points of Light has current payment information on file (signed W-9 and ACH payment instructions). Grant Recipient will be solely responsible for payment of all taxes that may be due to any federal, state, or local taxing authority as the result of funds paid to Grant Recipient under this Agreement.

Invoice No.	Timing	Amount	Scope Covered
1	Upon execution of this agreement and submission of required paperwork (June 2023)	\$100,000	50% of project total budget
2	Upon Submission of Mid-term reporting, including receipts to date (August or September 2023, expected)	\$60,000	30% of project total budget
3	Upon completion of project and Post-Project Report (November 2023, expected)	\$40,000	20% of project total budget

G. USE OF FUNDS

The Grant Recipient agrees to expend the entire Grant Amount for the project described in the Project Plan, which may include operations or personnel expenses as required to carry out the grant activities. Grant Recipient agrees to return all disbursed funds if (1) grant funds have not been used for their intended purpose, or (2) have been used inconsistently with the terms of this Agreement, or (3) if the activities or outputs funded by the grant are materially incomplete after November 15, 2023 as determined by Points of Light in its sole discretion. Additionally, Grant Recipient agrees to return any portions of grant funds not expended during the Term and detailed on the post-grant report. In the event that the Grant Recipient fails to submit the post-grant report within one (1) week of completion of the Community Improvement Project Grant and no later than November 20, 2023, Recipient agrees to return the Grant Award in full.

H. TERMS AND CONDITIONS

1. **Relationship.** The relationship between the parties is that of grantor and grantee for the limited purposes as set forth herein; the parties should not be treated as partners or agents of each other, nor as entering into a joint venture arrangement with each other.
2. **No Assignment.** Grant Recipient may not assign this Agreement or , without Points of Light's prior written consent.
3. **Termination.** Points of Light may terminate the Agreement immediately for cause upon notice of material breach and failure of Grant Recipient to remedy the breach within 30 days of receipt of notice. Additionally, Points of Light

may terminate immediately due to conduct on the part of Grant Recipient that reasonably could be expected to injure Points of Light's or Lowe's reputation or public standing or otherwise bring disrepute to Points of Light or Lowe's.

4. **Compliance.** Grant Recipient agrees to comply with applicable local, state, and federal law in performance of the Grant Activities. Specifically, Grant Recipient will comply with all applicable requirements of the Patriot Act and related laws in its use of the funds provided under this Agreement. (Grant Recipient is referred to U.S. Department of the Treasury's "Anti-Terrorist Financing Guidelines: Voluntary Best Practices for U.S.-based Charities" which provides further information to assist Grant Recipient in fulfilling its obligation under this paragraph.)
5. **Indemnification.** To the fullest extent permitted by law, Grant Recipient agrees to indemnify and hold Points of Light harmless from and against any and all claims, losses, demands causes of action, damages, or expenses, including without limitation, reasonable attorney fees, arising out of or resulting from performance under this Agreement, any employees or agents of Grant Recipient, or anyone for whose acts they may be liable, regardless of whether such claim, demand, loss, cause of action, damage or expense, is caused in part by Points of Light. The indemnification provided herein shall survive the termination of this Agreement.
6. **Insurance.** Grant Recipients must maintain the following coverage: (i) a general liability insurance policy no less than USD \$1,000,000 per occurrence and USD \$2,000,000 in aggregate; (ii) umbrella or excess liability coverage not less than USD \$1,000,000 per occurrence and USD \$1,000,000 in aggregate; (iii) hired and non-owned auto liability coverage not less than USD \$1,000,000; and (iv) and workers compensation coverage as required by applicable law. Grant Recipient shall name Points of Light and Lowe's as an additional insured under general liability, automobile and umbrella policies, and coverage shall be provided on a primary and non-contributory basis. Grant Recipient shall be permitted to use up to one thousand dollars (\$1,000) of the Grant to satisfy the insurance requirements of this Section H.6. Additionally, Grant Recipients are strongly encouraged to maintain directors and officers liability insurance.
7. **COVID-19 and Infectious Diseases.** Recipient agrees to put in place preventative measures to reduce the spread of COVID-19 and other diseases during in-person Events; however, Points of Light cannot guarantee that the Grant Recipient (including staff, agents, and volunteers) will not become infected with COVID-19 or other diseases. Further, participating in the Grant could increase the Grant Recipient's risk of contracting COVID-19 or other diseases.

By signing this Agreement, Grant Recipient acknowledges the contagious nature of COVID-19 and other diseases and voluntarily assumes the risk that Grant Recipient may be exposed to or infected by COVID-19 or other diseases by participation in the Grant, and such exposure or infection may result in personal injury, illness, permanent disability, and death. Grant Recipient understands that the risk of becoming exposed to or infected by COVID-19 or other diseases as a result of participation in the Grant may result from the actions, omissions, or negligence of Grant Recipient and others, including, but not limited to, Points of Light and Lowe's employees, volunteers, and program participants and their families.

Grant Recipient voluntarily agrees to assume all of the foregoing risks and accept sole responsibility for any injury Grant Recipient or the undersigned may experience or incur in connection with Grant Recipient's participation. Grant Recipient hereby releases, covenants not to sue, discharges, and holds harmless Points of Light and Lowe's from all claims related to injury from COVID-19 or other infectious diseases ("Claims"). Grant Recipient understands and agrees that this release includes any Claims based on the actions, omissions, or negligence of Points of Light, Lowe's, its employees, volunteers, officers, directors, agents, contractors, insurers, representatives, affiliates, partners, successors and assigns, whether a COVID-19 or other infection occurs before, during, or after participation in the Grant.

In addition to the foregoing releases and waivers, Grant Recipient shall indemnify, defend, and hold harmless Points of Light, Lowe's, and their members, officers, directors, employees, agents, successors, and assigns (each, an "Indemnified Party"), from and against any and all losses, including liabilities, costs, charges, judgments, claims, damages, penalties, fines, and expenses (including reasonable attorneys' fees and expenses and costs of investigation and arbitration or litigation) arising out of or in connection with any third party claim, suit, action, or proceeding (each, a "Third-Party Claim") relating to Points of Light or Lowe's exercise of the rights granted under this Section.

8. **Limitation of Liability.** In no event shall Points of Light be liable to Grant Recipient under this Agreement for any indirect, incidental, special, exemplary, or consequential damages, including damages for lost profits. The parties agree Points of Light's liability for claims arising under this Agreement exceed the Grant Amount. In no event shall Organization assert a claim or cause of action against Points of Light for more than two (2) years after such claim or cause of action accrued.
9. **Law and Venue.** This contract should be interpreted under the laws of the State of Georgia, without giving effect to the principles of conflicts of law thereof, with any legal proceedings arising out of this Agreement to be brought before a court of competent jurisdiction sitting in Atlanta, Georgia.
10. **Notices.** All notices and other communications given or made pursuant to this Agreement shall be in writing to Grant Recipient as provided under Grant Details, above, and to Points of Light as follows:
Points of Light
Attn: Contracts Administration
101 Marietta Street, Suite 3100
Atlanta, GA 30303
11. **Entire Agreement; Amendments.** This Agreement constitutes the sole understanding of the parties with respect to the subject matter hereof; provided, however, that this provision is not intended to abrogate any other written agreement between the parties executed with or after this Agreement. All amendments to this Agreement must be in writing and signed by both parties.
12. **Counterparts and Electronic Delivery.** This Agreement may be executed in counterparts and delivered in by facsimile or email; each counterpart shall for all purposes be deemed to be an original and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have signed and delivered this Agreement as of the date first above written.

City of Pontiac

DocuSigned by:



32918E04F310418

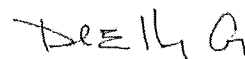
Name: Alexandra Borngesser

Title: Director of Grants and Philanthropy

6/12/2023 | 11:20 AM PDT

Date

**Points of Light Foundation
d/b/a Points of Light**



Robert E. Herrera, Treasurer and Chief
Financial/Administrative Officer

May 24, 2023

Date

EXHIBIT A
PROJECT
PLAN

Project Location: 990 Joslyn Road, Pontiac, MI 48340

Project Title: City of Pontiac

Project Description: The Lowe's Hometowns Grant will help benefiting organization renovate their facility. Work will involve asbestos abatement, replacing flooring in the kitchen, dining area, activity room and hallways. Commercial kitchen equipment can be purchased and installed, as funding permits when above work has been completed. Grant funds remaining at the end of the project can be used for new doors, paint, storage, décor, furniture or any other non-tech related items that beautify or make the renovated space more functional.

Project Goals/Parameters

- Grant Recipient will provide full project delivery services for the 2023 Lowe's Hometown Grants Program in the market(s) listed above;
- Grant Recipient will manage a project(s) that has been identified in the project description above in accordance with the Lowe's Hometowns Grant Program contest and approved by Lowe's;
- Grant Recipient (if different from the Benefitting organization) along with the Benefitting organization(s) will create a full project plan and timeline to complete the Community Improvement project on or before November 15;
- Grant Recipient must plan and manage volunteering activities for "Red Vest Days" with their local Lowe's Store Captain that can include Lowe's store associates' participation (as well as community volunteers, if necessary); Red Vest Days must occur on a date(s) and time(s) agreed upon by Grant Recipient and local Lowe's Store Captain; and
- Organization will manage the identification and coordination of skilled-contracted professional labor necessary to complete the project.

Delivery Requirements

These requirements are in addition to the Lowe's Project Requirements as set forth in the Agreement.

- Grant Recipient must assign one designated Project Manager to serve as main point of contact for Points of Light, Lowe's Store Captain and Benefitting Organization (as applicable);
- Grant Recipient may retain up to 15% of awarded grant amount to cover the staffing costs of the designated Project Manager (if needed); Lowe's will not award additional funds to cover project management costs;
- Grant Recipient must use its own volunteer waivers, photo releases, and contracts; waivers must include terms requiring volunteers to release claims against Points of Light and Lowe's;
- Grant Recipient must confirm and arrange for any required local permitting prior to starting the project;
- Projects can use community volunteers from the Grant Recipient's volunteer pool to complete (non-skilled labor) tasks;
- Project sites hosting Red Vest Days must follow COVID-19 safety protocol according to the Grant Recipient's local ordinances and CDC recommendations.

- When applicable, Grant Recipient should use local community non-profit organization(s) to assist with planning and delivering projects to best meet the community's needs;
- Grant Recipient agrees to display Lowe's branded signage at project site for the duration of the project (signage to be provided by Lowe's.)

Key Deadlines

- Official Public Announcement of Lowe's Hometowns Grantees: June 27, 2023
- Project Delivery Timing: June 27, 2023 – November 15, 2023
- Final Project Plan: Due prior to the start of the project. Template to be provided by Points of Light.
- Red Vest Days Run(s) of Show Due: One week prior to the scheduled Red Vest Day(s). Template to be provided by Points of Light.
- Reporting Deadlines
 - Project Progress Reporting: Regular check-ins with Points of Light upon request via email and/or phone for the duration of the project period.
 - Mid-Point Report: Due at the halfway point as provided for in Section D.7 of this Agreement.
 - Final Report: Due at the completion of the project as provided for in Section D.7 of this Agreement.

#6

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

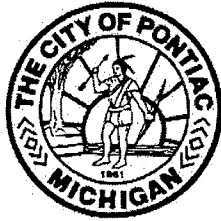
TO: Honorable City Council President and City Council

FROM: Alexandra Borngesser, Director of Grants & Philanthropy

DATE: July 18th, 2023

RE: **Council resolution to authorize the City Clerk to publish the proposed budget amendment to increase budgeted revenues in the amount of \$200,000 to account 212-000-675.000-LOWESH – Contribution from private source, and appropriations in the amount of \$37,308 to account 212-813-818.000-LOWESH – Other Professional Services, \$70,792 to account 212-813-976.001-LOWESH - Building Additions and Improvements, and \$91,900 to account 212-813-977.008-LOWESH – Special Equipment, reflecting the Lowe’s Hometowns Grant Award**

The City of Pontiac was awarded funding in the amount of \$200,000 from the Lowe’s Hometowns Grant Program to support improvements to the Ruth Peterson Senior Center. The acceptance of this award was approved by the Pontiac City Council by way of formal resolution. The following resolution recognizes the revenue received from the award and appropriates funds for the project per the deliverables outlined in the grant agreement.



Council resolution to authorize the City Clerk to publish the proposed budget amendment to increase budgeted revenues in the amount of \$200,000 to account 212-000-675.000-LOWESH – Contribution from private source, and appropriations in the amount of \$37,308 to account 212-813-818.000-LOWESH – Other Professional Services, \$70,792 to account 212-813-976.001-LOWESH - Building Additions and Improvements, and \$91,900 to account 212-813-977.008-LOWESH – Special Equipment, reflecting the Lowe’s Hometowns Grant Award

WHEREAS, the City of Pontiac was awarded \$200,000 from the Lowe’s Hometowns Grant Program; and,

WHEREAS, the grant award will support kitchen and flooring renovations at the Ruth Peterson Senior Center; and,

WHEREAS, the funds from the grant will increase the budgeted revenue for the current fiscal year 2023-2024 in the amount of \$200,000 for grant income, and increase the appropriations in the amount of \$200,000, representing grant expenditures.

NOW THEREFORE, be it resolved that the City Council hereby authorizes the City Clerk to publish the proposed budget amendment for the Fiscal Year 2023-24 Budget as requested by the Administration to increase budgeted revenues in the amount of \$200,000 to account 212-000-675.000-LOWESH – Contribution from private source, and appropriations in the amount of \$37,308 to account 212-813-818.000-LOWESH – Other Professional Services, \$70,792 to account 212-813-976.001-LOWESH - Building Additions and Improvements, and \$91,900 to account 212-813-977.008-LOWESH – Special Equipment

#7

RESOLUTION



CITY OF PONTIAC OFFICIAL MEMORANDUM

TO: Honorable City Council President and City Council

FROM: Alexandra Borngesser, Director of Grants & Philanthropy

DATE: July 18th, 2023

RE: **Council resolution to authorize the City Clerk to publish the proposed budget amendment to establish budget appropriations in the amount of \$1,100,000 to account 285-699-818.000-ARPHRP Other Professional Services.**

In March of 2021, President Biden signed the American Rescue Plan Act into law. This act is meant to provide aid to both state and local governments, and to promote local communities' recovery and revitalization following the impacts of COVID-19. The City of Pontiac was allocated \$37.7 million from the American Rescue Plan Act. The funding provided under ARPA provides a unique opportunity for state and local governments to make strategic investments in long-lived assets, rebuild reserves to enhance financial stability, and cover temporary operating shortfalls until economic conditions and operations normalize in the wake of COVID-19.

In an effort to put ARPA funds into action, and to mitigate the impacts of COVID-19 on Pontiac residents, the City has established the Pontiac Home Repair Program. On November 10th 2022, the Pontiac City Council unanimously approved the Executive Administration's ARPA program budget, allocating \$3,622,000 to establish a home repair program and fund the administration of the program. The objective of this program is to help homeowners complete major home repair projects that improve the quality and safety of their housing and increase their chances of remaining in their homes long term.

To be eligible for the Home Repair Program residents need to own their home and be the current occupant. The home must be in the City of Pontiac. The household income should not exceed 80% AMI. Residents must complete the Pontiac Home Repair Program Application and provide all supporting documentation.

The Department of Grants & Philanthropy requested a budget amendment which was approved on March 14th, 2022 to fund the first round of the Pontiac Home Repair Program with \$1,100,000 for programming and \$93,500 program related expenses and administrative support.

Between May 22 and June 2, employees in the Grants and Philanthropy Department held numerous public meetings across the City to inform residents of the program requirements. The PHRP team also answered questions via phone and email, so that residents would know what to expect.

The Pontiac Home Repair Program (PHRP) began scheduling appointments on June 21, and the response was as follows:

- the hotline received 1,982 calls (1,633 of that total were received on June 21)
- 600 voicemails were received on June 21
- 286 application appointments were set for June 26 to August 31
- appointments were set for every hour, Monday through Thursday, for 10 weeks
- since the closure of the program, the department has received hundreds of additional calls

Within hours of taking calls for appointments—which, as communicated to the community over the past couple of months, were set on a first-come, first-served basis—the City deemed it necessary to close the first round of applications. Due to the volume of respondents, funding was potentially at capacity for approved applications. It was also necessary for the entire team to contact each caller and provide information on the status of their inquiry. Once each applicant attends their assigned appointment:

- homeowners who are deemed eligible to proceed (from a documentation standpoint), will be sent a notice from the housing inspector to schedule an inspection. After the home is inspected, and deemed eligible for work, the homeowner will receive final approval and the approved repairs for their homes will be sent to the contractors to bid on the work.
- homeowners deemed ineligible (ineligible due to documentation/income requirements not being met or ineligible due to the condition of their homes) will be notified via letter in the mail specifying why they were denied.

With Phase 1 funding for this program, the City will be able to make awards to roughly 44 homeowners. The number of inquiries the PHRP team received far surpasses the amount of resources that are available. The tremendous response from the community shows just how valuable this program is and the extent of the financial need in the City to complete critical home repairs. With this clear evidence of need, the Department of Grants & Philanthropy kindly requests the appropriation of the second phase of the program funding be released and applied to the current set of appointments scheduled. The following budget amendment reflects that request.



Council resolution to authorize the City Clerk to publish the proposed budget amendment to establish budget appropriations in the amount of 285-699-818.000-ARPHRP Other Professional Services.

WHEREAS, the City of Pontiac was allocated \$37.7 million from the State and Local Fiscal Recovery Fund(SLFRF) under the American Rescue Plan Act (ARPA), and;

WHEREAS, the funding provided under ARPA provides a unique opportunity for state and local governments to make strategic investments in long-lived assets, rebuild reserves to enhance financial stability, and cover temporary operating shortfalls until economic conditions and operations normalize in the wake of COVID-19, and;

WHEREAS, the City's Executive Administration worked to build a programming budget for the use of its \$37,700,000 in SLFRF funding that reflects the needs of the community, and;

WHEREAS, the Pontiac City Council unanimously approved the Executive Administration's ARPA Program Budget on November 10th, 2022, allocating \$3,622,000 to establish a home repair program and fund the administration of the program, and;

WHEREAS, in an effort to put ARPA funds into action, and to mitigate the impacts of COVID-19 on Pontiac residents, the City has established the Pontiac Home Repair Program (PHRP), and;

WHEREAS, the Pontiac City Council approved phase 1 of the PHRP funding on March 13th, 2023, and;

WHEREAS, the number of inquiries the PHRP team received far surpasses the amount of resources that are available under Phase 1 of the program, and;

WHEREAS, the following budget amendment reflects Phase 2 funding for the Pontiac Home Repair Program and associated costs, and;

WHEREAS, the budget amendment will increase the budgeted appropriations in the amount of \$1,100,000, representing the Pontiac Home Repair Program expenditures.

NOW THEREFORE, be it resolved that the City Council hereby authorizes the City Clerk to publish the proposed budget amendment for the Fiscal Year 2023-24 Budget to establish budget appropriations in the amount of \$1,100,000 to account 285-699-818.000-ARPHRP Other Professional Services.

#8

RESOLUTION



Tim Greimel, Mayor
Khalfani Stephens, Deputy Mayor

TO: Honorable Council President and Members of the City Council

FROM: Mayor Tim Greimel and Deputy Mayor Khalfani Stephens

DATE: July 14, 2023

RE: Group Violence Intervention Agreement

The National Network for Safe Communities (NNSC) is an action-research center based at John Jay College of Criminal Justice that develops, takes to scale, and supports cities in implementing evidence-based approaches to violence prevention that enhance the effectiveness and legitimacy of public safety systems. NNSC'S Group Violence Intervention (GVI) has repeatedly shown that cities can dramatically reduce violence by assembling a partnership of law enforcement, social service providers, and a committed community.

NNSC proposes to work with local leadership to implement GVI. If the strategy is implemented Pontiac can expect to see the following results: 1) reduction in the targeted crime areas, 2) improvement in interagency law enforcement partnerships, 3) strengthened relationships between law enforcement and community, and 4) increased knowledge and expertise that would allow the city to consider addressing other serious crime areas using the same approach.

NNSC and the City of Pontiac are working towards a formal agreement to implement the Group Violence Intervention Program. A proposal was provided to begin the implementation of GVI. An experienced team of NNSC staff will carry out the project activities over the course of two years. The budget for this two-year project is \$283,592.

Deliverables of the proposal include the following:

- Identify and hire a Project Manager/Project Director to lead the implementation of GVI
- Identify the law enforcement lead to support GVI
- Identify and hire a support and outreach coordinator to engage with the group

Project Activities:

- Support a comprehensive problem analysis of serious violence in Pontiac
- Access to management and development tools to support implementation and management of the program
- Provide peer support and collaborative learning opportunities

Budget Summary:

Deliverable		Unit	Quantity		Total
Problem Analysis	\$55,000.00	per analysis	1	\$	55,000.00
GVI University	\$30,000.00	per session	1	\$	30,000.00
Regular Strategic Advising (Mos. 1-24)	\$6,248.00	per month	24	\$	149,952.00
Intensive Strategic Advising	\$12,500.00	per session	3	\$	37,500.00
Peer Exchanges	\$11,500.00	per exchange	1	\$	11,500.00
Total				\$	283,952.00

Item	Amount
Personnel	
Salary	\$ 151,000.00
Fringe (~36.5% of Salary)	\$ 55,115.00
Subtotal Personnel	\$ 206,115.00
Travel	\$ 25,461.67
Communications/Software	\$ 1,300.00
Supplies	\$ 750.00
Equipment	\$ 3,000.00
Total Direct	\$ 236,626.67
Total Indirect (~20% of Direct)	\$ 47,325.33
Total	\$ 283,952.00

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

Resolution to approve an agreement with National Network for Safe Communities to develop and implement a Group Violence Program in the city of Pontiac for a two year period.

WHEREAS, the National Network for Safe Communities presented the City of Pontiac with a proposal to implement the Group Violence Intervention Program for two years; and,

WHEREAS, the Mayor, has reviewed and recommends the proposal; and

WHEREAS, there is available funding through ARPA funds;

NOW, THEREFORE BE IT RESOLVED, that the City Council approves the proposal from the National Network for Safe Communities and authorizes the Mayor to enter into a two year agreement with the National Network for Safe Communities for Group Violence Intervention for an amount not to exceed \$283,952.



**National Network
For Safe Communities
at JOHN JAY COLLEGE**

June 2023

To: Mayor Greimel

From: National Network for Safe Communities (NNSC)

Re: Launching the Group Violence Intervention in Pontiac, MI

NNSC and the City of Pontiac are working towards a formal agreement to implement the Group Violence Intervention. As a next step, we've put together a timeline of initial deliverables to work towards the launch of GVI implementation. All dates are tentative and are subject to change based on the needs of Pontiac and the priorities of the city.

Identify and hire a Project Manager.

- The Project Manager will lead the implementation of GVI in Pontiac. The Project Manager will build tools and processes to support communication and accountability across project teams and will promote the effective implementation of GVI. They will promote cooperation, effective implementation, and continuous improvement across City and stakeholder organizations.
- **ASAP**

Identify the law enforcement lead.

- This position provides day-to-day law enforcement support to the Group Violence Intervention. The law enforcement lead will work as a team with city officials, community-based organizations, and services providers toward identifying individuals who are at high risk of becoming victims or perpetrators of violence and deliver credible messages of the intent to use the full extent of law enforcement capabilities and partnerships, should they continue in their involvement in violence. It is expected that this will be the primary work and take precedence over any other work commitments.
- **ASAP**

Identify/hire support and outreach capacity.

- Building or adapting an existing outreach and support structure for those closest to the violence in Pontiac is an essential step toward launching GVI. Hiring a support and outreach coordinator, identify organizations that can prioritize support for the group-involved population, and identifying/hiring case managers and outreach workers to engage with and support the group-involved population are early priorities.
- **ASAP**

Identify operational points of contact for each law enforcement agency.

- The law enforcement component of GVI – managing intelligence, participating in notifications via custom notifications and call-ins, and conducting group-based enforcement actions when needed – will require close coordination among the partner agencies (police, local prosecutors, probation, parole, federal agencies, and prosecutors, and so on). Identifying a lead point of contact at each agency will help ensure that coordination is smooth and all partners are kept in the loop.
- **Q1**

NNSC to conduct a Problem Analysis.

- This will be done in person over a period of two to three days and include law enforcement partners such as probation and parole, the police department, prosecutors, etc. will be.
- **Q1 (report to be delivered within 2 months of analysis completion)**

Establish a formal executive governing board to provide oversight to implementation.

- The governing board should consist of decision-makers from core stakeholder entities, including law enforcement agencies, service organizations, and community leaders. The board should plan to meet at least once a quarter and serve as an accountability body for implementing GVI with fidelity.
- **Q1**

Integrate project management, law enforcement, support and outreach, and/or community moral voice operational leads into regular strategic advising with NNSC.

- NNSC will work weekly with key stakeholders to frame and operationalize the support and outreach component of GVI, conduct initial enforcement on the identified group (and/or engage in direct messaging with its members) to share at the first call-in, and identify community speakers for call-in and subsequent messaging to groups.
- **By early Q2**

Establish and begin building out formal operational working groups for the aforementioned partners (law enforcement, support & outreach, and community moral voice).

- The operational committees contain the partners who carry out the work of GVI in each area of the strategy; these committees may naturally form and meet on a regular basis or they may need formalizing.
- **Q2**

NNSC to conduct a Shooting Review training.

- Similar in structure and substance to the incident review, the shooting review is an operational, frontline, and regular meeting to discuss all incidents of serious violence within the city. It includes core operational law enforcement partners who can give input on recent incidents, receive requests from partners, and develop realistic deliverables for implementation. Shooting reviews help identify active and violent groups and the members in the city, and should generate custom notifications, outreach, and, when appropriate, enforcement to those same groups and group members.

- **Q2**

- *Once completed, Pontiac to begin Shooting Reviews under the guidance of NNSC.*
 - Shooting Reviews should be conducted weekly thereafter

NNSC will conduct a Custom Notification training.

- This training will last approximately 120 minutes and should include operational partners only. Crucially, custom notifications do not need to be delivered by the entire GVI partnership, which lends additional flexibility to the messaging; these communications can also be delivered by or include people close to those being notified (“influentials”) in order to amplify and personalize the message. Custom notifications can be deployed quickly to help interrupt cycles of violence, address retaliation and active disputes, calm hot spots, and address “impact players”—including those who are not under court supervision and who are therefore difficult to reach.
- **Q2**

REDUCING SERIOUS VIOLENCE IN THE CITY OF PONTIAC, MI

PROPOSAL

National Network for Safe Communities
John Jay College of Criminal Justice
524 W. 59th St., Ste. 031W
New York, NY 10019



**National Network
For Safe Communities
at JOHN JAY COLLEGE**

I. INTRODUCTION

The National Network for Safe Communities (NNSC) is an action-research center based at John Jay College of Criminal Justice that develops, takes to scale, and supports cities in implementing evidence-based approaches to violence prevention that enhance the effectiveness and legitimacy of public safety systems. Beginning with a focus on neighborhood-based gun violence more than twenty years ago, NNSC has applied an action-research process to effectively address a range of seemingly intractable public safety problems in dozens of cities in the U.S. and in international contexts.

NNSC is committed to building a community of practice that operates along a set of guiding principles:

- **First do no harm**
- **Strengthen communities' capacity to prevent violence**
- **Enhance legitimacy**
- **Offer help to those who want it**
- **Get deterrence right**
- **Use enforcement strategically**

NNSC'S action-research approach includes working with cities to identify serious violent crime problems; assembling partnerships of law enforcement, community leaders, and social service providers; conducting crime analyses to identify the conditions driving the majority of serious offending; devising a response that uses enforcement strategically to reduce collateral consequences while increasing police legitimacy and public safety; focusing services and community resources on those at the highest risk for violence victimization or offending; and, where applicable, delivering prior notice of the consequences for further offending.

In addition to providing strategic advising to jurisdictions implementing these interventions, NNSC facilitates peer support and collaborative learning opportunities to help cities learn from one another; address common issues; provide a supportive community of practitioners for new jurisdictions; and make these interventions standard practice across the United States.

II. NNSC'S APPROACH TO VIOLENCE REDUCTION

A substantial body of empirical research has shown that violence and community disorder in troubled neighborhoods is caused predominantly by a remarkably small number of highly active people locked in the dynamics of gangs, street groups, and drug crews. NNSC'S Group Violence Intervention (GVI) has repeatedly shown that cities can dramatically reduce violence by assembling a partnership of law enforcement, social service providers, and committed community actors (e.g., parents, leadership from faith-based organizations, street-outreach workers, neighborhood associations, individuals who were formerly involved in violence dynamics, etc.) to engage in ongoing direct communication with these groups.

Direct communication is central to GVI and is conducted via a "call-in," a face-to-face meeting between an assembly of group members and the partnership, or "custom notifications," a face-to-face meeting between an individual group member and representatives from the partnership, repeated at intervals as necessary. In both scenarios, partners deliver 1) a credible moral message against violence, 2) a credible law enforcement message about the consequences of further violence, and 3) a genuine offer of help for those who want it.

A central operational shift is that law enforcement puts the groups/gangs on prior notice that further violence will be met with a specific and swift response directed at the group as a whole rather than at individuals. Individual violent offenders receive the same enforcement attention as they had previously experienced. However, other group members get new attention from police and prosecutors for any crimes committed, outstanding warrants, probation and parole violations, and open cases. The intervention combines this enforcement message with a powerful moral message against violence from community members whom the group members respect, and a reorganized, streamlined social service structure tailored to the particular needs of group members who want to change. The explicit aim is to create collective accountability to reduce informal peer dynamics that promote violence, crystallize community standards against violence, and offer meaningful help for those who will take it.

GVI requires that people from disparate backgrounds, often with competing priorities, work together in unusual ways and focus on a single goal: reducing serious violence in their community. A real working partnership among these stakeholders is both the strategy's most important element and its greatest challenge. NNSC's deep experience with this approach has shown that successful implementation requires consistent support

from expert strategic advisors. The most effective implementation efforts combine that support with collaborative learning opportunities and an intense focus on particular areas of operational significance driven by advice from national and international experts who are connected to similar efforts in other jurisdictions.

NNSC is particularly well positioned to provide that support. Decades of implementing proven violence reduction strategies and delivering unparalleled strategic advising have helped us build a community of practice with deep expertise in each of the components of the strategy as well as with other emerging innovations. NNSC regularly deploys this community through peer site visits, distance learning, and collaborative workshops to ensure effective implementation, advancement, and sustainability of the strategy within the jurisdictions we advise. We convene experts from active jurisdictions to share knowledge of core operational issues such as strategic law enforcement, police legitimacy, support and outreach to active offenders, governance and institutionalization, and other essential areas. Members of the network assist one another with the concrete work in the jurisdictions, develop and share innovations, and work together on a shared agenda.

GVI—a focused deterrence-based strategy—has robust scientific backing. A recent Campbell Collaboration systematic review of formal evaluations found all 12 of the evaluated focused deterrence interventions produced positive results and that the approach overall produced “noteworthy” reductions.¹ Systematic reviews by the United States Agency for International Development, Weisburd et al., and the National Academies of Sciences support that the strategy is the most effective known to reduce community violence, with the National Academies finding that, “focused deterrence programs show consistent crime control impacts on gang violence, street crime driven by disorderly drug markets, and repeat individual offending.”²

¹ Braga, Anthony A., David Weisburd, and Brandon Turchan. “Focused deterrence strategies and crime control: An updated systematic review and meta-analysis of the empirical evidence.” *Criminology & Public Policy* 17, no. 1 (2018): 205-250.

² Abt, Thomas, and Christopher Winship. “What works in reducing community violence: a meta-review and field study for the northern triangle.” (2016).

<https://www.usaid.gov/sites/default/files/USAID-2016-What-Works-in-Reducing-Community-Violence-Final-Report.pdf>; Weisburd, David, David P. Farrington, and Charlotte Gill. “What works in crime prevention and rehabilitation: An assessment of systematic reviews.” *Criminology & Public Policy* 16, no. 2 (2017): 415-449; National Academies of Sciences, Engineering, and Medicine. 2017. *Proactive policing: Effects on crime and communities*. National Academies Press, 2018.

Additionally, GVI has been endorsed by the National Institute of Justice,³ American law enforcement groups⁴, and national advocacy groups⁵. When properly implemented, cities routinely see rapid reductions in serious violence – on the order of two-thirds for group-related homicide. Moreover, this result is typically accompanied by low levels of actual enforcement and the enthusiastic support of affected communities.

IV. PROJECT DESCRIPTION

NNSC proposes to work with local leadership to implement GVI, including an analysis of the violence dynamics in the county, an in-depth, closed-door working session on GVI for key stakeholders, regular strategic advising from NNSC, and access to management and development tools, peer support networks, and collaborative learning opportunities.

If the strategy is implemented with fidelity to GVI's core principles, Pontiac can expect to see the following at the end of the proposal period: 1) reduction in the targeted crime areas, 2) improvement in interagency law enforcement partnerships, 3) strengthened relationships between law enforcement and community, and 4) increased knowledge and expertise in this work that would allow the city's partnership to consider addressing other serious crime areas using the approach.

V. PROJECT ACTIVITIES

Design work for all NNSC interventions begins by assessing the facts on the ground (i.e., who and what are driving serious violence). To that end, NNSC staff will:

- 1) **Support a comprehensive problem analysis of serious violence in Pontiac.** This includes a group audit, a violent incident review, and an examination and analysis of crime drivers in the county. The group audit aims to uncover all known relationships among groups engaged in serious violence in Pontiac, and the extent

³ See, for example: <https://crimesolutions.ojp.gov/ratedprograms/700>; <https://crimesolutions.ojp.gov/ratedprograms/207>

⁴ See, for example:

https://www.theiacp.org/sites/default/files/Research%20Center/Violence%20Reduction%20Literature%20Review_FINAL.pdf

⁵ "Intervention Strategies." Giffords. <https://giffords.org/lawcenter/gun-laws/policy-areas/other-laws-policies/intervention-strategies>.

to which those groups are driving the most serious violence in the city. The violent incident review includes an analysis of recent shootings and homicides, designed specifically to uncover what is driving the violence. This process examines both the role of groups engaged in violence and other dynamics that may be driving homicides and shootings. Additionally, the incident review considers characteristics of the most serious violent incidents in the community more broadly, including elements of intimate partner violence, overlap with drug or robbery transactions, cycles of retaliation, particular weapons usage, etc. The incident review will also focus specifically on incidents of intimate partner violence to determine what, if any, overlap exists between members of groups and perpetrators of intimate partner violence.

NNSC staff will tailor this problem analysis exercise based on the existing data gathering mechanisms in place in Pontiac and take advantage of existing expertise around group-related violence dynamics in particular. NNSC expects that this analysis will include data collection with frontline law enforcement—police, probation, parole, county and federal prosecutors, etc. —will tailor the data gathering exercises as appropriate for sharing sensitive information. NNSC will produce and share a final report of findings and recommendations.

- 2) **Conduct a one-day workshop on the Group Violence Intervention, tailored to Pontiac.** Led by NNSC staff, this virtual workshop—what NNSC calls “GVI University”—is a seminar-style discussion with key executive stakeholders (e.g. multiagency law enforcement leadership, community leadership, and committed social service providers). GVI University will provide a comprehensive overview of the GVI framework and an opportunity to discuss with local leadership the additional innovations and investments that can be made to bolster and support the intervention (e.g. police legitimacy training, use of “group shooting scorecards,” communications strategy and media outreach, etc.).
- 3) **Strategic advising:** NNSC will provide strategic advising to guide key Pontiac partners and stakeholders—including the city administration, law enforcement partners (e.g., police, probation and parole, and prosecutors), social service providers, and community leaders—in shifting the way they share information, work toward the common goal of public safety, deliver antiviolence messaging, follow through with services as promised, and execute formal or informal sanctions as needed to reduce violence. This strategic advising will be structured with the

specific intention of developing accountability processes and mechanisms that empower the project manager and other local operational partners to ultimately own fidelity of the implementation. NNSC proposes the following elements of strategic advising:

- a. **Develop local operational support:** NNSC will train and support the designated Pontiac-based project manager to coordinate implementation of GVI. NNSC will work closely with the project manager to provide a comprehensive understanding of the GVI theory and the most critical components of an effective implementation, as well as guide the project manager's effective operation within law enforcement, social service, and community contexts.
- b. **Ongoing strategic advising:** A team of NNSC's advising staff will conduct dedicated regular calls with the project manager to guide the implementation of GVI, plan and support additional investments in the comprehensive strategy, and provide expert guidance on any challenges that arise. NNSC anticipates that these calls will occur on a biweekly basis and will work with the Pontiac team to adjust frequency as necessary as implementation proceeds.
- c. **Regular implementation reviews:** NNSC will introduce the use of a comprehensive implementation review rubric that will serve as a tool for 1) regular assessment of implementation and fidelity to the GVI framework and 2) ongoing strategic planning. An early step in NNSC's strategic advising, and a periodic step thereafter, will be the review of this rubric in partnership with the project manager and core operational team in order to inform the city's implementation plan. Long term, NNSC anticipates that ownership of this regular implementation review process will rest with the project manager for the purpose of ensuring sustainable implementation beyond the life of this contract.
- d. **Regular executive stakeholder engagement:** NNSC will request periodic phone conferences with the executive stakeholders in Pontiac for the purpose of discussing progress in implementation, reviewing the aforementioned rubric, and building consensus around identified short, medium and long term goals. NNSC anticipates facilitating this quarterly discussion at the outset of this contract but expects that management of this update and discussion process will shift long-term to the project manager, with participation and feedback from NNSC.

- e. **Intensive strategic advising.** NNSC will provide three in-person intensive strategic advising sessions to Pontiac partners to assess implementation progress, meet with stakeholders, and guide partners through implementation challenges on the ground.
- 4) **Access to management and development tools:** NNSC's decades of experience have shown that jurisdictions implementing GVI invariably benefit from ongoing development opportunities for key stakeholders. Moreover, it is equally important that jurisdictions, and project managers in particular, are equipped with a core set of tools designed to support rigorous implementation and management of their own ongoing training needs with regard to the core strategy. To this end, the NNSC will offer support in the following areas:
- a. **Accountability and project management tools:** Strong, ongoing project management is central to the long-term success of GVI. NNSC has thus developed a series of tools designed to support project managers and other operational leaders to bolster the durability of the intervention. These tools include a Project Management Guide (specific to the implementation of GVI) and tracking documents specific to planning call-ins, tracking messaging, and providing speaker feedback, as well as the aforementioned implementation review rubric.
 - b. **Access to Group Violence Intervention University training modules:** NNSC recognizes that there is a need among local leaders for support in providing ongoing training, refreshers, overviews, etc. to local stakeholders on a regular basis. NNSC has therefore developed a suite of Group Violence Intervention University online modules, each of which is designed to cover specific theoretical and operational topics key to the implementation of the GVI. Topics range from the Nature of Street Groups to Strategic Law Enforcement to Planning a Call-In and are meant to equip local trainers and stakeholders with both the guidance and content necessary to deliver their own trainings. NNSC will make these modules available to Pontiac partners and will work with local leaders to adapt them where necessary to the specific conditions in Pontiac.
 - c. **Topic-specific workshops and webinars:** NNSC will provide Pontiac with the opportunity to participate in specialized workshops and webinars as needed on specific elements of the GVI framework, and emerging innovations, such as custom notifications, shooting reviews, community-police responses to victims of violence, etc. The intent of these workshop/webinar

opportunities are to expose key stakeholders to the featured practice or concept for the purpose of strategic planning for local application or rollout and to engage NNSC's partner sites collaboratively in the development of new and promising practices. NNSC's intention is to conduct such workshops and/or webinars regionally where possible in order to facilitate participation from a variety of sites and foster peer dialogue.

- 5) **Provide peer support and collaborative learning opportunities.** The experience of the NNSC team indicates that practitioners are more likely to embrace innovation when they learn about it from their peers. As such, we will promote and conduct virtual peer exchanges between Pontiac and other site teams to enhance understanding of GVI and strengthen implementation capacity. In addition, NNSC will design and facilitate one in-person peer exchange over the course of the project. Travel funds for two NNSC staff members are included; no funds for Pontiac travelers are included. These collaborative opportunities expose sites to different methods, encourage innovations, and help build a national pool of experts in GVI and complementary strategies and innovations.

VI. BUDGET SUMMARY

An experienced team of NNSC staff will work directly with local stakeholders to carry out the project activities over the course of two years. The budget for this two-year project is \$283,952.

Deliverable		Unit	Quantity		Total
Problem Analysis	\$55,000.00	per analysis	1	\$	55,000.00
GVI University	\$30,000.00	per session	1	\$	30,000.00
Regular Strategic Advising (Mos. 1-24)	\$6,248.00	per month	24	\$	149,952.00
Intensive Strategic Advising	\$12,500.00	per session	3	\$	37,500.00
Peer Exchanges	\$11,500.00	per exchange	1	\$	11,500.00
Total				\$	283,952.00

#9

**CLOSED
SESSION**

CITY OF PONTIAC
Oakland County, Michigan

RESOLUTION TO PROCEED IN CLOSED SESSION
TO CONSIDER THE PURCHASE OR LEASE OF REAL PROPERTY

RESOLUTION # _____

Minutes of a regular meeting of the City Council for the City of Pontiac, held City Hall, 47450 Woodward Ave, Pontiac, MI on July 18, 2023 at 5:00 p.m., local time.

The following resolution was offered by Council member _____ and supported by Council member: _____:

WHEREAS, the City Council wishes to consider the purchase or lease of real property; and

WHEREAS, the Michigan Open Meetings Act Section 8(d) of MCL 15.268 provides that a public body may meet in closed session to consider the purchase or lease of real property up to the time an option to purchase or lease such real property is obtained.

NOW THEREFORE BE IT RESOLVED, the City Council will proceed in Closed Session pursuant to Section 8(d) of the Open Meetings Act, MCL 15.268(d) to consider the purchase or lease of real property.

YEAS: Council Members _____

NAYS: Council Members _____

ABSTAIN: Council Members _____

RESOLUTION DECLARED ADOPTED.

Garland Doyle, Clerk
City of Pontiac

#25

COMMUNICATION

VETERANS FOOD DRIVE

Cost: Free | Registration Required

July 20, 2023 | 9 a.m. - Noon

Lyon Oaks County Park | 52251 Pontiac Trail, Wixom

Conference Center Parking Lot

Register at: tinyurl.com/yc554rx7

August 17, 2023 | 9 a.m. - Noon

Independence Oaks County Park | 9501 Sashabaw Road, Clarkston

Pine Grove Picnic Shelter

Register at: tinyurl.com/3ea4878t

Oakland County Veteran Services along with Forgotten Harvest and Oakland County Parks are hosting two Veterans food drives this summer. Register today and join us to pick up free food and learn about what Oakland County Parks has to offer Oakland County Veterans and their families. Veterans will also have the opportunity to sign up to be mailed a free Oakland County Parks vehicle permit (expires Dec. 31, 2029), as well as obtain a [Military Appreciation Voucher](#). This voucher can be used for one campground stay, waterpark entry or ORV park entry.

Questions? Contact: Tyrone Jordan
JordanT@oakgov.com | (248) 285-8016

**OAKLAND
COUNTY PARKS**

OaklandCountyParks.com

**FORGOTTEN
HARVEST**

