

**MARIJUANA EXCISE TAX REBATE FUND  
GRANT AGREEMENT  
BETWEEN THE CITY OF ANN ARBOR,  
AND REGENTS OF THE UNIVERSITY OF MICHIGAN**

This Marijuana Excise Tax Rebate Fund Grant Agreement (“Agreement”), is entered into this \_\_\_\_\_ of \_\_\_\_\_, 2024, between the City of Ann Arbor, a Michigan municipal corporation, whose address is 301 E. Huron Street, Ann Arbor, Michigan 48103 (“City”), and the Regents of the University of Michigan, a non-profit educational institution of the State of Michigan with offices at 1109 Geddes Ave, Ann Arbor, MI 48109-1079 on behalf of its Michigan Medicine (“University”).

WHEREAS, University, a non-profit educational institution of the State of Michigan, whose mission is research, education, scholarship and patient care necessary to advance health care to serve Michigan and the world;

Whereas, University’s Michigan Medicine’s Rewrite the Script Comprehensive Pain and Recovery Collaborative (the “Collaborative”) started in 2018 as an initiative to address opioid-related harm, to improve access and resources for patients with substance use disorder, and to find ways to improve pain management across the enterprise and in the Ann Arbor Community;

Whereas, An Ambulatory Peer Recovery Coach provides assistance to pregnant patients with substance use disorders in an ambulatory setting, which would significantly increase retention in treatment for vulnerable patients;

Whereas, Buprenorphine micro-dosing kits used to initiate treatment in vulnerable patients is superior to full buprenorphine initiation for treatment of opioid disorder;

Whereas, A Nursing Care Navigator would expand the Collaborative to help transition patients from the hospital to ambulatory setting and connecting them with available providers for ongoing recovery management and buprenorphine prescribing;

Whereas, The City of Ann Arbor FY25 budget includes an allocation of \$56,000 for Ambulatory Peer Recovery Coach Support from revenue from the State of Michigan’s Marijuana Excise Tax Rebate (the “Rebate”);

Whereas, The City of Ann Arbor FY25 budget includes an allocation of \$50,000 for Buprenorphine micro-dosing kits from the Rebate;

Whereas, The City of Ann Arbor’s FY 25 budget includes an allocation from the Rebate in the amount of \$75,000 for Ambulatory Nursing Care Navigator support;

Whereas, On March 15, 2021, City Council resolved in [R-21-098](#) to allocate the Rebate for such purposes specifically related to restorative and alternative strategies for public safety and community support, including programs for substance abuse intervention, treatment and recovery support services;

Whereas, This Agreement seeks to grant the Rebate to University the following amounts for services, all of which align with the goals of R-21-098: \$56,000 to for support of Ambulatory Peer Recovery Coach Service; \$50,000 for support of the Buprenorphine micro-dosing kit use program; \$75,000 for Ambulatory Nursing Care Navigator Service support.

The Parties agree as follows:

1. **GRANT**. City grants to University the amount of Fifty-Six Thousand Dollars and No/100 (\$56,000) to fund an Ambulatory Peer Recovery Coach, Fifty Thousand Dollars and No/100 (\$50,000) to fund Buprenorphine micro-dosing kits, and Seventy-Five Thousand Dollars and No/100 (\$75,000) to fund an Ambulatory Nursing Care Navigator (the “Grant”). The Grant will be used only for these specified purposes, which are deemed consistent with City Council Resolution R-21-098.

2. **DURATION**. The Term of this Agreement is one-year, as all amounts indicated herein are one-time grants for use during Fiscal Year 2025. This Agreement may be administratively renewed for those future fiscal years in which a budget appropriation is made to University for any portion of the annual Marijuana Excise Tax Rebate, where the same amounts are to be granted for the same purposes outlined herein.

3. **USE OF GRANT**. University through its Michigan Medicine will administer use of the Grant. The Grant Funds shall be distributed in accord with the Fiscal Year 2025 budget appropriations, as follows:

- \$56,000 – Ambulatory Peer Recovery Coach
- \$50,000 – Buprenorphine micro-dosing kits
- \$75,000 – Ambulatory Nursing Care Navigator

Distribution of the funds shall be made pursuant to the details outlined in Exhibit A.

4. **REPORTING**. University will cooperate fully with the City to evaluate and monitor the performance of the work funded in whole or in part by the Grant and further agrees to do the following:

- a. Provide such information and reports, oral or written, as may reasonably be required by the City, responding to City Council or City Administration with any requested detailed financial reporting related to the expenditure of the Grant funds, at any time.
- b. Be responsible for all public-facing reports published on the City’s website, per city council directive, if any.
- c. Maintain records regarding the expenditures of Grant funds for a period of five years after completion of the work for which the funds are used.

5. **AMENDMENTS**. This Agreement may be amended only by a written agreement executed by the Parties.

6. **INDEMNIFICATION.**

- a. Each Party is responsible for their own negligence, acts or omissions.
- b. RESERVED.
- c. RESERVED.
- d. University warrants and represents that University has adequate liability insurance applicable to officers, employees, and agents while acting within the scope of their employment by University. University liability insurance policies do not extend protection to any other person.
- e. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

7. **NONDISCRIMINATION.** University agrees to comply, and to require any service providers to comply, with the nondiscrimination provisions of MCL 37.2209 as well as the provisions of the federal Immigration Reform and Control Act of 1986. University further agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and treated during employment in a manner which provides equal employment opportunity.

8. **LIVING WAGE.** If a services provider of University is a “covered employer” as defined in Chapter 23 of the Ann Arbor City Code, then University agrees to require contractor’s compliance with the living wage provisions of Chapter 23 of the Ann Arbor City Code. University agrees to pay those employees providing Services to the City under this Agreement a “living wage,” as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

9. **CONFLICT OF INTEREST.** No employee, officer or elected or appointed official of the City and no immediate relative (spouse, parent, sibling, or child) of any such person, has or shall have any financial interest in this Agreement. Except for salaries and expenses which may be paid with funds provided under this Agreement, no employee, officer or director of University and no immediate relative (spouse, parent, sibling or child) of any such person has or shall have any financial interest in this Agreement.

10. **PROCUREMENT.** Where applicable, University shall be responsible for procurement, under their own procurement rules and regulations, and in compliance with all state and federal laws and regulations, of all services for which Grant funds are used.

11. **SUSPENSION/TERMINATION.** If University fails to comply with the terms of this Agreement, the City may declare this Agreement suspended or terminated. Thereafter, the City shall have no obligation to provide further funds to University. The termination shall not relieve University of its obligations to prepare or preserve its records and to make them available for audit or inspection. The City shall provide reasonable notice to University, indicating the reasons for its actions before suspension or termination.

12. **SEVERABILITY OF PROVISIONS.** Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any Party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other Parties or other circumstances.

13. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction.

14. **ASSIGNS AND SUCCESSORS.** This contract is binding on the City, University, their successors and assigns. The Parties agree they will not assign or transfer their interest in this contract without the written consent of the other Parties.

15. **EXTENT OF AGREEMENT.** This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the Parties with respect to the subject matter of the Agreement and it supersedes all prior representations, negotiations, agreements or understandings whether written or oral. Neither Party has relied on any prior representations, of any kind or nature, in entering into this Agreement. This Agreement may be altered, amended or modified only by written amendment signed by the Parties.

16. **NO AUTHORITY TO BIND CITY TO CONTRACTS:** University lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter.

17. **SIGNATURES:** The Parties agree that signatures on this Agreement may be delivered electronically or by facsimile in lieu of a physical signature and agree to treat electronic or facsimile signatures as binding. 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.

*Signatures appear on the following page.*

**CITY OF ANN ARBOR**

**Approved as to substance:**

By \_\_\_\_\_  
Milton Dohoney Jr., City Administrator

By \_\_\_\_\_  
Marti Praschan, Chief Financial Officer

**Approved as to form and content:**

By \_\_\_\_\_  
Atleen Kaur, City Attorney

**REGENTS OF THE UNIVERSITY OF MICHIGAN**

By: \_\_\_\_\_  
Christy Bohensky, Senior Project Representative

## EXHIBIT A

<b>Grant Award Amount =</b>	<b>\$ 181,000</b>
<b>Expense Description</b>	<b>Amount</b>
Ambulatory Peer Recovery Coach - Salary	\$56,000
Buprenorphine micro-dosing kits – Pharmacist/Technician Salaries	\$50,000
Ambulatory Nursing Care Navigator - Salary	\$75,000
<b>Total Proposed Grant Budget:</b>	<b>\$181,00</b>