PUBLIC HEALTH AND SAFETY STANDING COMMITTEE
April 7, 2017

Detroit City Council
1340 Coleman A. Young Municipal Center
Detroit, Michigan 48226

Re: Proposed Ordinances to amend Chapter 58, Vehicles for Hire, of the 1984 Detroit City Code

Honorable City Council:

Pursuant to applicable provisions of the 2012 Charter, the above-referenced ordinance is being submitted to Your Honorable Body for consideration. This proposed ordinance will amend Chapter 58 of the 1984 Detroit City Code, Vehicles for Hire, by adding Article X, Streetcar System, by adding Division 1, Generally, including Sections 58-10-1 through 58-10-4, Division 2, Unlawful Conduct on or Near the Streetcar System, including Sections 58-10-11 through 58-10-33, Division 3, Parking and Driving Near Streetcar System, including Sections 58-10-51 through 58-10-53, and Division 4, Special Events, including Section 58-10-71, in order to provide definitions, enforcement and penalties, to regulate certain conduct on or near the streetcar system, to provide for and regulate parking and driving on and near the streetcar system, and to provide for the coordination of special events along the streetcar system.

We are available to answer any questions that you may have regarding the proposed ordinance. Thank you for your consideration.

Respectfully Submitted,

[Signature]

Tonja R. Long
Senior Assistant Corporation Counsel

Enclosure
SUMMARY

AN ORDINANCE TO AMEND Chapter 58 of the 1984 Detroit City Code, Vehicles for Hire, by adding Article X, Streetcar System, by adding Division 1, Generally, including Sections 58-10-1 through 58-10-4, Division 2, Unlawful Conduct on or Near the Streetcar System, including Sections 58-10-11 through 58-10-33, Division 3, Parking and Driving Near Streetcar System, including Sections 58-10-51 through 58-10-53, and Division 4, Special Events, including Section 58-10-71, in order to provide definitions, enforcement and penalties, to regulate certain conduct on or near the streetcar system, to provide for and regulate parking and driving on and near the streetcar system, and to provide for the coordination of special events along the streetcar system.
BY COUNCIL MEMBER

AN ORDINANCE to amend Chapter 58 of the 1984 Detroit City Code, Vehicles for Hire, by adding Article X, Streetcar System, by adding Division 1, Generally, including Sections 58-10-1, Definitions,
58-10-2, Enforcement, 58-10-3, Use restrictions; exclusion, 58-10-4, Penalties for violations; Division 2, Unlawful Conduct on or Near the Streetcar System, including Sections 58-10-11, Obstructing streetcars, 58-10-12, Unauthorized access to streetcar system, 58-10-13, Boarding streetcar without payment of legal fare, 58-10-14, Misuse of streetcar kiosks or ticket vending or ticket validating equipment, 58-10-15, Use of streetcar system for non-transit purposes, 58-10-16, Impeding or hindering employees of the streetcar system, 58-10-17, Unlawful to obstruct rail tracks or property of the streetcar system, 58-10-18, Skateboards, in-line skates, roller-skates, bicycles, or similar, 58-10-19, Equipment use, 58-10-20, Activation of the emergency stop device except in an emergency, 58-10-21, Streetcar doors, interference with proper operations, 58-10-22, Order to leave streetcar or streetcar system facilities, 58-10-23, Failure to vacate elderly and disabled priority seating, 58-10-24, Smoking, spitting prohibited, 58-10-25, Drinking and eating; exceptions, 58-10-26, Playing of audio, video equipment on streetcar system prohibited, exception; boisterous noise, 58-10-27, Animals prohibited; exception for service animal, 58-10-28, Shopping carts prohibited, 58-10-29, Oversize packages prohibited, 58-10-30, Refuse prohibited, 58-10-31, Advertising, 58-10-32, No fireworks or unauthorized firearms; Division 3, Parking and Driving Near Streetcar System, including Sections 58-10-51, Blocking the streetcar system rail tracks, 58-10-52, Driving on streetcar rail tracks, 58-10-53, Impeding a transit vehicle; towing, and Division 4, Special Events, including Section 58-10-71, Special events on the streetcar operational licenses, in order to provide definitions, enforcement and penalties, to regulate certain conduct on or near the streetcar system, to provide for and regulate parking and driving on and near the streetcar system, and to provide for the coordination of special events along the streetcar system.

IT IS HEREBY ORDAINED BY THE PEOPLE OF THE CITY OF DETROIT

THAT:

Section 1. Chapter 58 of the 1984 Detroit City Code, Vehicles for Hire, be amended by adding
Article X, Division 1, to include Sections 58-10-1 through 58-10-4, Division 2, to include Sections 58-10-11 through 58-10-32; Division 3, to include Sections 58-10-21 through 58-10-53; and Division 4, to include Section 58-10-71, to read as follows:

Chapter 58. Vehicles for Hire

Article X. Streetcar System

Division 1. Generally.

Sec. 58-10-1. Definitions.

For the purposes of this article, the following words and phrases shall have the meanings respectively ascribed to them by this section:

Construction, Operations and Maintenance Agreement means that agreement between the City of Detroit, M-1 RAIL, and M-2 RAIL entitled “Construction, Operations and Maintenance Agreement”, a true copy of which shall be maintained on file with the City Clerk and be available for inspection.

Disabled means a mobility disabled person, by reason of illness, injury, age, congenital malfunction, or other permanent or temporary incapacity or disability, including those who are non-ambulatory wheelchair-bound and those with semi-ambulatory capabilities.

Emergency means any unforeseen or sudden circumstance or combination of circumstances, including but not limited to, fire, accident, utility emergency, crime, hazardous material incident, arson, rescue or any other emergency situation, which requires fire department or police department personnel to respond to such an event for purposes of providing fire, law enforcement, emergency medical care or related support services in order to prevent or minimize risk, hazard, injury, or loss of life or property that may result in a threat to public health and safety.

Fare medium means a ticket, token, smart card, pass, coupon, transfer, electronic ticket or
other medium sold or distributed by the streetcar system operator, or its authorized agent, for use
in gaining entry to or riding a streetcar.

_M-1 RAIL_ means that Michigan nonprofit corporation named “M-1 RAIL”, corporate
identification number 70205A, formed November 21, 2007 under the Michigan Nonprofit
Corporations Act, Public Act 162 of 1982, MCL 450.2101 et seq., pursuant to section 9 of the
nonprofit street railway act, MCL 472.9, with the primary purpose of acquiring, owning,
constructing, furnishing, equipping, completing, operating, improving, and maintaining a street
railway system principally within the city of Detroit.

_M-2 RAIL_ means that Michigan nonprofit corporation named “M-2 RAIL”, corporate
identification number 71348G, formed May 10, 2013, under the Michigan Nonprofit Corporations
Act, Public Act 162 of 1982, MCL 450.2101 et seq., as a supporting organization to M-1 Rail,
with the primary purpose to support and carry out the tax-exempt purposes of M-1 Rail by holding
title to, leasing, and managing the property of M-1 Rail.

_MDOT_ means the Michigan Department of Transportation, which has jurisdiction over parts
of Woodward Avenue.

_NONPROFIT STREET RAILWAY ACT_ means the Michigan Nonprofit Street Railway Act, Public Act
35 of 1867, MCL 472.1 et seq., as amended.

_OVERHEAD CATENARY SYSTEM_ means a system of poles, overhead wires including contact wire
and charging bars, which supply traction power to the streetcar system.

_PROOF OF FARE PAYMENT_ means a fare medium valid for the place or time at, or the manner in,
which it is used. If using a reduced-fare or group-fare medium, proof of fare medium payment also
includes proper identification demonstrating the person’s eligibility for the reduced or group fare.

_SERVICE ANIMAL_ means that term as defined in Section 1 of Public Act 207 of 1970, MCL.
287.291.

Station means a passenger station constructed and operated as part of the streetcar system.

Streetcar means a streetcar vehicle running as part of the streetcar system.

Streetcar operational licenses means the areas identified in the Construction, Operations and Maintenance Agreement as occupied by the streetcar system, including all tracks and the space extending four feet beyond the outer edge of the streetcar tracks, and all elements of the overhead catenary system and the space extending ten feet beyond any element of the overhead catenary system. The streetcar operational licenses also includes the traction power substations and the poles, wires, and underground cabling or wiring of the streetcar system that make up or power the overhead catenary system.

Streetcar system means the streetcar public transportation system to be owned, constructed, furnished, equipped, completed, operated, improved and maintained by M-1 RAIL and M-2 RAIL pursuant to the Nonprofit Street Railway Act, including all rail tracks, stations, streetcars, track drainage, catenary, wiring, conduits, cabling, electrical lines, traction power poles, traction power substations, streetcar traffic signal equipment, electric current protection equipment, switches and other functionally related and appurtenant equipment and facilities, as the streetcar system may be extended, expanded or supplemented, whether by M-1 RAIL, M-2 RAIL or any other party.

Streetcar system operator means the owner or operator of a streetcar system, as well as any agent or contractor retained to operate the streetcar system.

Sec. 58-10-2. Enforcement.

(a) Any peace officer or other person authorized by the Chief of Police, including without limitation any security or law enforcement personnel employed by the Detroit Transportation Corporation or Wayne State University, has the authority to:
(1) Detain and issue a citation; or

(2) Refuse entrance to streetcar or station or any property owned, operated or controlled
by the streetcar system; or

(3) Require departure from a streetcar or any property owned, operated or controlled by
the streetcar system of any person who:
   a. Violates any provision of this article; or
   b. Has been issued a notice of exclusion; or

(4) Authorize and direct the towing or other removal of any bicycle, motorcycle, scooter,
automobile, van, truck or other vehicle that is parked, standing, unloading or
otherwise obstructing the operation of a streetcar or the streetcar system in violation
of any provision of this article.

(b) Any manager, superintendent or operator of a streetcar system has the authority to:

   (1) Refuse entrance to a streetcar or station or any property owned, operated or
controlled by the streetcar system; or

   (2) Require departure from a streetcar or property owned, operated or controlled by the
streetcar system of any person who:
   a. Violates any provision of this article or the Nonprofit Street Railway Act; or
   b. Has been issued a notice of exclusion.

Sec. 58-10-3. Use restrictions; exclusion.

   (a) Any person adjudicated responsible for violating any provision of this article resulting in
a fine may be prohibited from riding on the streetcar system until the sanction is fully paid.

   (b) Any person adjudicated responsible for violating any provision of this article more than
two times within a 12 month period may be prohibited from riding on the streetcar system or
entering upon the streetcar system for 90 calendar days.

(c) Any person who poses a serious continuing risk to the public or transit facility may be immediately removed from a streetcar or station and the person may be prohibited from using the streetcar system or entering upon the streetcar system for a period not to exceed 90 calendar days.

(d) Any person guilty of assaulting or committing a battery against a streetcar system employee acting in the scope of his or her employment may be prohibited from riding on the streetcar system or entering upon the streetcar system for a minimum of one year.

Sec. 58-10-4. Penalties for violations.

A person who violates this article is guilty of a misdemeanor for each violation, and, in the discretion of the court, may be fined up to $500 and sentenced to a maximum of 90 days in jail, or both, for each violation.


Division 2. Unlawful Conduct on or Near the Streetcar System.

Sec. 58-10-11. Obstructing streetcars.

No person shall obstruct, hinder, interfere, or delay in any way the movement of a streetcar, included but not limited to:

1. Standing in or adjacent to streetcar tracks so as to prevent a streetcar from progressing down the tracks;
2. Parking or standing in a bicycle, motorcycle, scooter, automobile, van, truck, or other vehicle on or adjacent to streetcar tracks; or
3. Driving in a manner calculated to impede the orderly progress of a streetcar.

Sec. 58-10-12. Unauthorized access to streetcar system.

No person shall enter onto the property of the streetcar system or onto any of the streetcars.
nor shall any person get on, under or between such vehicles or onto the rail tracks, except in the
ordinary transaction of business or for lawful transportation purposes.


(a) No person shall:

(1) Board or attempt to board a streetcar or enter a station for a purpose other than buying
    a fare medium unless the person has paid or is in the process of paying the required
    fare for use of the streetcar system; or

(2) Use or offer for passage any fraudulent transfer, ticket, pass, payment token or other
    fare medium; or

(3) Interfere with the collection or verification of fares, fail to carry proof of fare
    payment or fail or refuse to show proof of fare payment upon proper request.

(b) Any person who assists with or knowingly permits or facilitates another person to commit
    an offense described in Subsection (a) of this section shall be equally guilty of that offense under
    this section.

Sec. 58-10-14. Misuse of streetcar kiosks or ticket vending or ticket validating equipment.

No person shall:

(1) Deface, injure, tamper with, break or destroy or impair the usefulness of any streetcar
    system kiosk, monitor, video screen, artwork, alignment device, sign, display, ticket
    vending machine or ticket validating machine; or

(2) Remove any coin box or the money content from the kiosk, ticket vending machine
    or streetcar system property; or

(3) Open or remove the contents of same without lawful authority.

Sec. 58-10-15. Use of streetcar system for non-transit purposes.
No person shall:

(1) Enter or remain upon, occupy or use a station for purposes other than waiting for or boarding the next arriving streetcar, disembarking, or purchasing a fare medium for a streetcar. A person is in violation of this section only after having occupied a station for a period of time that exceeds that which is necessary to wait for, purchase a fare medium for, board, or disembark from a streetcar or other designated public transportation vehicle using a designated shared station; or

(2) Tamper with, deface, destroy, place graffiti on, disfigure or vandalize any property of the streetcar system.

Sec. 58-10-16. Impeding or hindering employees of the streetcar system.

No person shall impede or hinder an employee of the streetcar system in the performance of his or her duties.

Sec. 58-10-17. Unlawful to obstruct rail tracks or property of the streetcar system.

No person shall place or cause to be placed any obstruction on or over the streetcar system rail tracks, the overhead catenary system or other streetcar system property or in any way inhibit or endanger the operation of the streetcar system.

Sec. 58-10-18. Skateboards, in-line skates, roller-skates, bicycles, or similar.

No person shall ride a skateboard, in-line skates, roller-skates, bicycle, or similar device at a station, upon a streetcar, or upon the rail tracks of a streetcar system.


Other than an authorized individual, no person shall operate any streetcar system equipment except where such equipment is designed for use by the public.

Sec. 58-10-20. Activation of the emergency stop device except in an emergency.
No person shall activate the “emergency stop” device of a streetcar in the absence of an emergency.

Sec. 58-10-21. Streetcar doors: interference with proper operations.

(a) No person shall interfere with the operation of streetcar doors, including but not limited to, preventing a streetcar door from closing in order to delay the departure of the streetcar.

(b) No person shall extend any portion of his or her body or any item through any door or window of a streetcar while it is in motion.

(c) No person shall lie down on the floor of a streetcar.

(d) No person shall lie across the seats of a streetcar in a manner which inhibits the proper use of seats provided for waiting or boarding riders.

(e) No person shall hang onto the exterior of any part of a streetcar while the streetcar is in motion.

Sec. 58-10-22. Order to leave streetcar or streetcar system facilities.

No person shall refuse to leave a streetcar or any other part of the streetcar system upon proper direction or order of an agent, employee or other designated security representative of the operator of the streetcar system.

Sec. 58-10-23. Failure to vacate elderly and disabled priority seating.

No person shall fail to vacate seats on a streetcar designed for use by individuals with disabilities when requested to do so by a peace officer, enforcement agent, agent, employee or designee of the streetcar system.

Sec. 58-10-24. Smoking, spitting prohibited.

No person shall smoke any substance, use an e-cigarette, carry lighted tobacco, or spit within or upon any streetcar or station of the streetcar system.
Sec. 58-10-25. Drinking and eating; exceptions.

No person shall eat or drink or carry an open container of food or beverage on the streetcar system or in any area of a station. This section shall not apply to children under 3 years of age.

Sec. 58-10-26. Playing of audio, video equipment on streetcar system prohibited, exception; boisterous noise.

(a) No person shall play any radio or other electronic audio or video playback device or musical instrument within any streetcar or area of any station except when used with an earphone attachment audible only to the person using same.

(b) No person shall make excessive or unnecessary noise, including boisterous, disruptive or unreasonably loud conduct, within any streetcar or area of any station that may cause annoyance to the public, streetcar personnel, fare enforcement agents or peace officers, without the prior authorization of the streetcar operator.

Sec. 58-10-27. Animals prohibited; exception for service animal.

No person shall bring, carry or transport any animal other than a service animal on a streetcar or in any area of the station.

Sec. 58-10-28. Shopping carts prohibited.

No person shall bring or carry a commercial shopping cart aboard any streetcar or within a station.

Sec. 58-10-29. Oversize packages prohibited.

No person shall bring or carry aboard a streetcar any package or article of a size which cannot be positioned in a way that allows entry and exit through doors and passage in aisles of a streetcar.

Sec. 58-10-30. Refuse prohibited.

No person shall dispose of garbage, papers, gum, refuse or other forms of trash within the
streetcar system except in receptacles provided for such purpose. No person shall deposit, blow or
spread any bodily discharge on any part of the streetcar system.


Unless authorized in writing by a representative of the owner or operator of the streetcar
system, no person shall post or distribute commercial signs, advertisements, literature, circulars,
pictures, sketches, drawings, handbills, or any other form of printed or written commercial matter
or material anywhere on or within the streetcar system, including on or within any streetcar,
catenary pole, alignment pole or station.

Sec. 58-10-32. Building construction and improvements

(a) No person shall construct or cause to be constructed any permanent or temporary
buildings or structures, including signs, banners, utility connections, or any improvements,
modifications or additions to any such buildings or structures, or any pavings, excavations,
removal of oil or fill material within 50 feet of the streetcar system without first obtaining a permit
from the Department of Public Works.

(b) If the construction work activity will take place within 10 feet of the streetcar system or
within 25 feet of the overhead catenary system of the streetcar system, the permit must contain an
enhanced permit endorsement from the Department of Public Works.

(c) The Department of Public Works may issue a permit subject to conditions the department
deems necessary to protect the health and safety of the public and the integrity of the streetcar
system, including but not limited to requirements that the applicant provide proof of adequate
liability coverage and follows safety protocol as identified by the Department of Public Works.

(d) The City shall have the right to issue an immediate stop work order on any party
performing work without a permit or in violation of an issued permit.
(c) Each day that a violation continues shall constitute a separate violation.

**Sec. 58-10-33. No fireworks or unauthorized firearms.**

No person shall possess or carry any fireworks or like incendiary devices, or carry any firearm, on a streetcar of in a station unless such person is a peace officer or otherwise is authorized by law to carry such fireworks or firearm.

**Sec. 58-10-34 – 58-10-50. Reserved.**

**Division 3. Parking and Driving Near Streetcar System**

**Sec. 58-10-51. Blocking the streetcar system rail tracks.**

(a) No person shall:

1. Enter upon or remain upon the streetcar system rail track so as to create a hazard to that person or interfere with the passage of the streetcar vehicle; or
2. Operate a bicycle, motorcycle, scooter, automobile, van, truck or other vehicle in a manner calculated to delay or impede a streetcar; or
3. Fail to obey a request to not enter, cross, travel upon or stand upon the streetcar system rail track, if the order is given by a peace officer, a streetcar system enforcement agent, a streetcar system superintendent or manager, or any other person authorized by the Chief of Police.

**Sec. 58-10-52. Driving on streetcar rail tracks.**

(a) The driver of any bicycle, motorcycle, scooter, automobile, van, truck or other vehicle proceeding upon any streetcar rail tracks in front of a streetcar shall remove such vehicle from the rail tracks as soon as practical after a signal from the operator of such streetcar.

(b) When a streetcar has lawfully entered and is crossing an intersection, no driver of a bicycle, motorcycle, scooter, automobile, van, truck or other vehicle shall drive upon or across the
streetcar rail tracks within the intersection in front of such streetcar.

(c) The driver of a bicycle, motorcycle, scooter, automobile, van, truck or other vehicle upon overtaking and passing a streetcar shall not turn in front of such streetcar so as to interfere with or impede its movement.

Sec. 58-10-53. Impeding a transit vehicle; towing.

A peace officer or any other person authorized by the Chief of Police, may order a bicycle, motorcycle, scooter, automobile, van, truck or other vehicle towed when the vehicle is impeding the operation of a streetcar or is otherwise parked or standing in violation of any provision of this article.

Secs. 58-10-54 – 58-10-70. Reserved.

Division 4. Special Events

Sec. 58-10-71. Special events on the streetcar operational licenses.

All special events along the streetcar operational licenses shall be coordinated with the City of Detroit Special Event team and the City of Detroit’s Traffic Operations Division of the Department of Public Works.

Section 2. This ordinance is hereby declared necessary to preserve the public peace, health, safety, and welfare of the People of the City of Detroit.

Section 3. All ordinances, or parts of ordinances, that conflict with this ordinance are repealed.

Section 4. In the event this ordinance is passed by two-thirds (2/3) majority of City Council Members serving, it shall be given immediate effect and become effective upon publication in accordance with Section 4-118 of the 2012 Detroit City Charter. Where this ordinance is passed by less than a two-thirds (2/3) majority of City Council Members serving, it shall become effective on the thirtieth (30) day after enactment, or on the first business day thereafter, in accordance with Section
4-118 of the 2012 Detroit City Charter.

Approved as to form:

[Signature]

Melvin B. Hollowell
Corporation Counsel
March 27, 2017

The Honorable Detroit City Council
ATTN: City Clerk Office
200 Coleman A. Young Municipal Center
Detroit MI 48226

RE: Request to increase appropriation for FY2017 Victims of Crime Act (VOCA) Grant

The Michigan Department of Health and Human Services has awarded an increase to the City of Detroit Police Department FY 2017, with the FY2017 Victims of Crime Act (VOCA) Grant in the amount of $170,223.00, bringing their cash match share from $127,344.00 to $180,133.00. The Detroit Police Department will also allocate an in-kind match of $47,057.00. The State share from the Michigan Department of Health and Human Services is 80 percent or $908,761.00 of the approved amount, bringing the project total to $1,135,951.00. This funding will increase appropriation 20230 previously approved in the amount of $923,173.00 by council on October 18, 2016, to a total of $1,135,951.00.

The additional funding allotted to the department will be utilized for salaries and equipment for the purpose of providing services to victims of crime. This is a reimbursement grant.

If approval is granted to accept the increase and appropriate accordingly, the appropriation number is 20230.

I respectfully ask your approval to accept the increase in appropriations funding in accordance with the attached resolution.

Sincerely,

[Signature]

Nichelle Hughes
Deputy CFO, Office of Grants Management

Enclosure

CC: Sajjjah Parker, Assistant Director, Office of Grant Management
RESOLUTION

Council Member

WHEREAS, the Detroit Police Department is requesting authorization to accept an increase in appropriations the FY2017 Victims of Crimes Act (VOCA) Grant Award from the Michigan Department of Health and Human Services in the amount in the amount of $908,761.00 with a cash match share of $180,133.00 and in kind match share of $47,057.00. This funding will increase appropriation 20230 previously approved in the amount of $923,173.00 by City Council on October 18, 2016 to a total of $1,135,951.00.

THEREFORE, BE IT RESOLVED that the Director for the Office of Grants Management is hereby authorized to sign the grant agreement on behalf of the City of Detroit, and that the Director or Head of the Department is authorized to execute the modified grant agreement on behalf of the City of Detroit, and

BE IT FURTHER RESOLVED, that the Budget Director is authorized to increase the budget accordingly for appropriations number 20230 in the amount of $212,778.00 from the Michigan Department of Health and Human Services for salaries and equipment for the purpose of providing services to victims of crime.
4. **Original Amendment Conditions**
   It is understood and agreed that all other conditions of the original agreement remain the same.

5. **Special Certification**
   The individual or officer signing this amendment certifies by his or her signature that he or she is authorized to sign this amendment on behalf of the responsible governing board, official or contractor.

6. **Signature Section**
   **FOR the City of Detroit**

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<td>03/17/2017</td>
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### MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES SCHEDULE OF FINANCIAL ASSISTANCE

**City of Detroit**

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The federal funding provided by the Department is $908,761.00.

**Attachment 1b - APPROVED INDIRECT RATE**

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<th>Rate Description</th>
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Contract #: E20171574-001, City of Detroit, VOCA Crime Victims Assistance- 2017, Date: 03/17/2017

Page: 3 of 14
Attachment A - Statement of Work

Objective: Objective 1) - Review and respond to police reports of sexual assault, domestic violence, homicide/missing and child abuse, in the City of Detroit, daily.

Activity: Activity 1) - Contact all corresponding victims, of the aforementioned police reports, upon receipt to offer support, information, referrals, individual and/or group counseling.

Responsible Staff: All Victim Assistance MSW's, Advocates and Volunteer Interns

Date Range: 10/01/2016 - 09/30/2017

Expected Outcome: Expected Outcome 1) - Of successful victim contacts, 85% will have, increased knowledge of their specific victimization.

Measurement: Measurement 1) - Survey questions/forms will be incorporated in the initial victim contact and completed by all responsible staff.

Objective: Objective 2) - To provide crisis intervention, in the immediate aftermath of sexual assault or domestic violence with victims presenting at the emergency departments of the Detroit Medical Center (DMC) or the Wayne County SAFE DMC site.

Activity: Activity 2) - All Victim Assistance MSW's and Interns will respond to pager request for crisis intervention with domestic violence or sexual assault victims presenting at the emergency departments of a Detroit Medical Center (DMC) location or at the Wayne County SAFE DMC site, 7 days per week, 24 hours per day.

Responsible Staff: All Victim Assistance Social Workers and Volunteer Interns

Date Range: 10/01/2016

Expected Outcome: Expected Outcome 2) - 90% of victims receiving crisis intervention, in the immediate aftermath of victimization, at the hospital or SAFE site, will have a reduced emotional, mental and behavioral reaction to the trauma they have experienced.

Measurement: Measurement 2) - First responders will incorporate survey questions, allowing victims an opportunity to report verbally, complete survey forms following the delivery of service.

Objective: Objective 3) - Provide group and/or individual counseling to all sexual assault, domestic violence, homicide or child abuse victims and/or family members requesting this service.

Activity: Activity 3) - To counsel victims of domestic violence, sexual assault, homicide or child abuse in a group or individual setting. Counseling is available from 8:00 a.m. to 8:00 p.m. with individual sessions lasting approximately 50 minutes and groups, of 3 or more, lasting one and a half hour. Both types of counseling occur on a weekly basis and the average length of counseling is 3 to 6 sessions.

Responsible Staff: All Victim Assistance MSW and Volunteer Intern staff

Date Range: 10/01/2016 - 09/30/2017

Expected Outcome: Expected Outcome 3) - 85% of group and/or individual counseling victims will find this service to be helpful to their healing process and have an increased understanding of the natural response to their specific trauma.

Measurement: Measurement 3) - Individual counseling client feedback surveys will be conducted quarterly. Surveys include statements addressing enhanced understanding of the natural response to trauma (responses strongly agree to strongly disagree), and the helpfulness to counseling to their healing process (responses yes or no).
Attachment B1 - Program Budget Summary

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<tbody>
<tr>
<td><strong>DIRECT EXPENSES</strong></td>
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<td>Program Expenses</td>
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<tr>
<td>1 Salary &amp; Wages</td>
<td>439,843.00</td>
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<tr>
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<td>180,133.00</td>
<td>47,057.00</td>
<td>1,135,951.00</td>
</tr>
<tr>
<td><strong>TOTAL DIRECT EXPENSES</strong></td>
<td>908,761.00</td>
<td>180,133.00</td>
<td>47,057.00</td>
<td>1,135,951.00</td>
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<td><strong>TOTAL EXPENDITURES</strong></td>
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<td>180,133.00</td>
<td>47,057.00</td>
<td>1,135,951.00</td>
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Source of Funds

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<th>Inkind</th>
<th>Total</th>
</tr>
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<tr>
<td>Fees and Collections</td>
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<td>180,133.00</td>
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<td>Foundation Grant</td>
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Contract # E20171574-001, City of Detroit, VOCA Crime Victim Assistance- 2017, Date: 03/17/2017
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<td>180,133.00</td>
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</tr>
<tr>
<td>Totals</td>
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<td>180,133.00</td>
<td>47,057.00</td>
<td>1,135,951.00</td>
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## Attachment B2 - Program Budget - Cost Detail Schedule

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<th>Line Item</th>
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<th>Units</th>
<th>UOM</th>
<th>Amount</th>
<th>Cash</th>
<th>Inkind</th>
<th>Total</th>
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<tbody>
<tr>
<td><strong>DIRECT EXPENSES</strong></td>
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<tr>
<td><strong>Program Expenses</strong></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Salary &amp; Wages</td>
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<tr>
<td>Social Worker-Belinda Edwards</td>
<td>2080.00</td>
<td>21.440</td>
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<td>HRS</td>
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<td>Social Worker-Rita Gibson</td>
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<td>44,595.00</td>
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<td>0.00</td>
<td>40,498.00</td>
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<tr>
<td>Other (Specify) - Felicia Jenkins - Volunt</td>
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<td>Other (Specify) - Denise Stoudamire - Homi</td>
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<td>22.820</td>
<td>0.000</td>
<td>HRS</td>
<td>47,466.00</td>
<td>0.00</td>
<td>0.00</td>
<td>47,466.00</td>
</tr>
<tr>
<td>Notes: Denise Stoudamire is a senior social worker who coordinates our homicide initiative. This position is 100% match and funded 100% by the City of Detroit.</td>
<td></td>
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<tr>
<td>Other (Specify) - Deanne Elms - LEV/SA Coo</td>
<td>2080.00</td>
<td>22.820</td>
<td>0.000</td>
<td>HRS</td>
<td>47,466.00</td>
<td>0.00</td>
<td>0.00</td>
<td>47,466.00</td>
</tr>
<tr>
<td>Notes: Deanne Elms is a Senior Social Worker who coordinates our sexual assaults and law enforcement verification (LEV) initiatives. This position is 100% match and funded 100% by the City of Detroit.</td>
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<td>Line Item</td>
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<td>Rate</td>
<td>Units</td>
<td>UOM</td>
<td>Amount</td>
<td>Cash</td>
<td>Inkind</td>
<td>Total</td>
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<tr>
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<td>Social Worker- Geneva Giles</td>
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<td>HRS</td>
<td>23,637.00</td>
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<td>0.000</td>
<td>HRS</td>
<td>23,637.00</td>
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<td>23,637.00</td>
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<td>23,637.00</td>
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<tr>
<td>Social Worker-To Be Named</td>
<td>1214.00</td>
<td>19.470</td>
<td>0.000</td>
<td>HRS</td>
<td>23,637.00</td>
<td>0.00</td>
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<td>23,637.00</td>
</tr>
<tr>
<td>Social Worker-To Be Named Notes: This position is 100% VOCA match, and paid through the City of Detroit general fund.</td>
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<tr>
<td>Social Worker-Kera Carter</td>
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<td>35,825.00</td>
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<tr>
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<td>118,569.00</td>
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</table>

**2 Fringe Benefits**

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<th>Rate</th>
<th>Units</th>
<th>UOM</th>
<th>Amount</th>
<th>Cash</th>
<th>Inkind</th>
<th>Total</th>
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<tbody>
<tr>
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<td>5.000</td>
<td>558412.000</td>
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<td>18,658.00</td>
<td>9,263.00</td>
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<td>27,921.00</td>
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<tr>
<td>FICA Notes: All cash match, fringe benefits, are taken from the City of Detroit general fund.</td>
<td>0.0000</td>
<td>7.650</td>
<td>558412.000</td>
<td>HRS</td>
<td>28,546.00</td>
<td>14,173.00</td>
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<tr>
<td>Unemployment Notes: The City of Detroit, general fund, supports all fringe benefit cash match dollars.</td>
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<td>5.920</td>
<td>142500.000</td>
<td>HRS</td>
<td>6,749.00</td>
<td>1,687.00</td>
<td>0.00</td>
<td>8,436.00</td>
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<td>Workers Compensation Notes: This position is 100% VOCA match and paid through the City of Detroit General Fund.</td>
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Contract #: E20171574-001, City of Detroit, VOCA Crime Victim Assistance - 2017, Date: 03/17/2017
Page: 8 of 14
<table>
<thead>
<tr>
<th>Line Item</th>
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<th>UOM</th>
<th>Amount</th>
<th>Cash</th>
<th>Inkind</th>
<th>Total</th>
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<tbody>
<tr>
<td>Notes: All cash match, fringe benefits, are taken from the City of Detroit general fund.</td>
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<td>17.080</td>
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<td>000</td>
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<td>99,989.00</td>
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<td>658412</td>
<td>000</td>
<td>66,346.00</td>
<td>31,643.00</td>
<td>0.00</td>
<td>99,989.00</td>
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<tr>
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<td>61,564.00</td>
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<td>193,528.00</td>
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</tr>
</tbody>
</table>

**3 Volunteer**

| Intern Volunteer | 1852.90 | 22.960 | 0.000 | HRS | 0.00 | 0.00 | 42,543.00 | 42,543.00 |
| Volunteer Other (Specify)-Police Reserv | 50.9500 | 22.960 | 0.000 | HRS | 0.00 | 0.00 | 1,170.00 | 1,170.00 |
| Total for Volunteer | 0.00 | 0.00 | 43,713.00 | 43,713.00 |

**4 Volunteer Fringe Benefits**

| FICA | 0.0000 | 7.650 | 43713.0 | 00 | 0.00 | 0.00 | 3,344.00 | 3,344.00 |

**5 Travel**

| Staff Development Training Registrations | 6.0000 | 291.160 | 0.000 | VAR | 1,747.00 | 0.00 | 0.00 | 1,747.00 |

**6 Supplies & Materials**

| Victim Resource Materials | 4000.00 | 1.500 | 0.000 | VAR | 6,000.00 | 0.00 | 0.00 | 6,000.00 |
| Office Supplies - Consummable | 53.8300 | 130.040 | 0.000 | VAR | 7,000.00 | 0.00 | 0.00 | 7,000.00 |
| Printing | 525.5000 | 18.000 | 0.000 | VAR | 9,459.00 | 0.00 | 0.00 | 9,459.00 |
| Total for Supplies & Materials | 22,459.00 | 0.00 | 0.00 | 22,459.00 |

**7 Contractual**

| Other (Specify)-Frank Miles, Homicide Vi | 1000.00 | 40.040 | 0.000 | HRS | 40,040.00 | 0.00 | 0.00 | 40,040.00 |
| Notes: Advocates in this position are embedded within the Homicide Section and provide support during the law enforcement interview with these | | | | | | | | |

Contract # EZ20171574-001, City of Detroit, VOCA Crime Victim Assistance- 2017, Date: 03/17/2017 Page: 9 of 14
<table>
<thead>
<tr>
<th>Line Item</th>
<th>Qty</th>
<th>Rate</th>
<th>Units</th>
<th>UOM</th>
<th>Amount</th>
<th>Cash</th>
<th>Inkind</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>secondary victims. Contact Details: Frank Miles 21315 Majestic, Ferndale, MI, 48220, Phone: 2482551662</td>
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<td></td>
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<td></td>
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</tr>
<tr>
<td>Other (Specify)- Walter Brown, Homicide V Notes: This Advocate provides support to homicide victims presenting at the Homicide Section for their law enforcement interviews. Additionally, this Advocate is responsible for provide transportation assistance for victims in need of this service. Contact Details: Walter Brown 6216 Lodewyck, Detroit, MI, 48224, Phone: 3137276839</td>
<td>1020.00</td>
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<td>0.00</td>
<td>HRS</td>
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<td>0.00</td>
<td>41,341.00</td>
</tr>
<tr>
<td>Other (Specify)- Tiffany Perry, Domestic Notes: This position is stationed within the Detroit Police Domestic Violence Section and provides crisis intervention and support in addition to providing victims with assistance in completing witness statements and victim compensation applications. This position also assist in co-facilitating the weekly domestic violence group. The volume associated</td>
<td>1020.00</td>
<td>40.530</td>
<td>0.00</td>
<td>HRS</td>
<td>41,341.00</td>
<td>0.00</td>
<td>0.00</td>
<td>41,341.00</td>
</tr>
<tr>
<td>Line Item</td>
<td>Qty</td>
<td>Rate</td>
<td>Units</td>
<td>UOM</td>
<td>Amount</td>
<td>Cash</td>
<td>Inkind</td>
<td>Total</td>
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<td>with this position is massive.</td>
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</tr>
<tr>
<td>Contact Details: Tiffany Perry 12685 Memorial,Apt. 302 Detroit,MI,48187, Phone: 3137687709</td>
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<td></td>
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<td></td>
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</tr>
<tr>
<td>Other (Specify)-Jonas Hill Social Work/T</td>
<td>1025.00</td>
<td>48.890</td>
<td>0.000</td>
<td>HRS</td>
<td>50,112.00</td>
<td>0.00</td>
<td>0.00</td>
<td>50,112.00</td>
</tr>
<tr>
<td>Notes: This position is stationed within the Child Abuse Section and works with non-offending parents to obtain parental consent for child victims over the age of 12 to receive individual counseling. This staff member works collaboratively with child protective services and the corresponding schools once a release of information has been obtained. This position also goes into the community and foster care facilities with assigned officers, as needed. Contact Details: Jonas Hill 2046 West Boston Blvd, Detroit,MI,48206, Phone: 3136900459</td>
<td></td>
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<tr>
<td>Other (Specify)-To Be Named Victim Supp</td>
<td>1000.00</td>
<td>40.040</td>
<td>0.000</td>
<td>HRS</td>
<td>40,040.00</td>
<td>0.00</td>
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<td>40,040.00</td>
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<td>Notes: This position will fluctuate between Detroit Police Precincts, providing support for the victims serviced by the Precinct Social Workers. This staff</td>
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<td>Line Item</td>
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<td>Rate</td>
<td>Units</td>
<td>UOM</td>
<td>Amount</td>
<td>Cash</td>
<td>Inkind</td>
<td>Total</td>
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<td>member will assist in providing crisis intervention, follow-up well being calls, community referrals and transportation for all victim types presenting at the precincts. They will work from the location with the most current need, and function as a floater between the precincts exhibiting the most urgent need. This position will also assist attend community education meetings, as needed. Contact Details : To Be Named 4707 St. Antoine, Detroit, MI, 48201, Phone: 3138331660</td>
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<td><strong>Total for Contractual</strong></td>
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<td>212,874.0</td>
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<td>212,874.00</td>
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<td><strong>8 Equipment</strong></td>
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<td>Other (Specify)- Vehicles for Transportin</td>
<td>2.0000</td>
<td>47082.000</td>
<td>0.000</td>
<td>VAR</td>
<td>94,164.00</td>
<td>0.00</td>
<td>0.00</td>
<td>94,164.00</td>
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<td><strong>9 Other Expenses</strong></td>
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<tr>
<td>Agency Memberships Notes: This line item supports an agency membership in the Michigan Coalition to End Domestic and Sexual Violence.</td>
<td>1.0000</td>
<td>730.000</td>
<td>0.000</td>
<td>VAR</td>
<td>730.00</td>
<td>0.00</td>
<td>0.00</td>
<td>730.00</td>
</tr>
<tr>
<td>Communication - Cellular Phone Service Notes: All cellular phones supported by this line item are for use by VOCA funded staff working in the field (crisis response).</td>
<td>5.0000</td>
<td>298.000</td>
<td>0.000</td>
<td>VAR</td>
<td>1,480.00</td>
<td>0.00</td>
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<td>1,480.00</td>
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<tr>
<td>Line Item</td>
<td>Qty</td>
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<td>or off site.</td>
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<tr>
<td>Agency Memberships Notes: This line supports membership in the National Organization of Victim Assistance. All non-degreed advocates, of Detroit Police Victim Assistance, are required to maintain certification by this organization.</td>
<td>5.0000</td>
<td>700.000</td>
<td>0.000</td>
<td>VAR</td>
<td>3,500.00</td>
<td>0.00</td>
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<td>Total for Other Expenses</td>
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<td>5,710.00</td>
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<tr>
<td>Total Program Expenses</td>
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<td>180,133.00</td>
<td></td>
<td>47,057.00</td>
<td>1,135,951.0</td>
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<td>TOTAL DIRECT EXPENSES</td>
<td>908,761.0</td>
<td>180,133.00</td>
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<td>47,057.00</td>
<td>1,135,951.0</td>
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<td>INDIRECT EXPENSES</td>
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<td>Indirect Costs</td>
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<td>1 Indirect Costs</td>
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<td>Total Indirect Costs</td>
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<td>TOTAL INDIRECT EXPENSES</td>
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<td>TOTAL EXPENDITURES</td>
<td>908,761.0</td>
<td>180,133.00</td>
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<td>47,057.00</td>
<td>1,135,951.0</td>
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</tbody>
</table>
Modified Documents
April 3, 2017

The Honorable Detroit City Council
ATTN: City Clerk Office
200 Coleman A. Young Municipal Center
Detroit MI 48226

RE: Request to Accept and Appropriate the FEMA Legislative Pre-Disaster Mitigation Grant Program FY 2008

The Federal Emergency Management Agency, FEMA, has awarded the City of Detroit Homeland Security and Emergency Management department with the Legislative Pre-Disaster Mitigation Grant FY 2008, for a total of $1,118,816.00. The Federal share is 75 percent or $839,112.00 of the approved amount, with a cash match of 25 percent or $279,704.00. The grant period is December 1, 2016 through November 30, 2019.

The objective of the grant is to provide funding to state and local governments to implement long-term hazard mitigation measures. The funding allotted to the department will be utilized to purchase and install emergency back-up generators at ten Fire Stations in the City of Detroit. This is a reimbursement grant.

Difficulties identifying projects, securing required matches and the bankruptcy all attributed to the long delay in grant award approval.

If approval is granted to accept and appropriate this funding, the appropriation number is 20393, with the match amount coming from appropriation number 00064.

I respectfully ask your approval to accept and appropriate funding in accordance with the attached resolution.

Sincerely,

Nichelle Hughley
Deputy CFO, Office of Grants Management

Enclosure

CC: Saajhia Parker, Assistant Director – OGM
RESOLUTION

Council Member

WHEREAS, the Homeland Security and Emergency Management department is requesting authorization to accept a grant of reimbursement from the Federal Emergency Management Agency, in the amount of $839,112.00, to install emergency back-up generators at Fire Stations in the City of Detroit,

THEREFORE, BE IT RESOLVED that the Director or Head of the Department is authorized to execute the grant agreement on behalf of the City of Detroit, and

BE IT FURTHER RESOLVED, that the Budget Director is authorized to establish Appropriation number 20393 in the amount of $1,118,816.00 which includes the match amount $279,704.00, identified in Fire Appropriation number 00064.
State of Michigan
FY 2008 Legislative Pre-Disaster Mitigation Grant Program
Grant Agreement

December 1, 2016 – November 30, 2019

CFDA Number: 97.047
Grant Number: LPDM-PJ-05-MI-2008-012

This Fiscal Year 2008 (FY 2008) Legislative Pre-Disaster Mitigation Grant Program (L-PDM) grant agreement is hereby entered into between the Michigan Department of State Police, Emergency Management and Homeland Security Division (hereinafter called the Subgrantee), and

Detroit Homeland Security and Emergency Management
(hereinafter called the Subgrantee)

1. PURPOSE

This Grant Agreement is made pursuant to the Pre-Disaster Mitigation Grant Program (L-PDM) Catalog of Federal Domestic Assistance [CFDA] Number (97.047) Section 203 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC 5121-5206, as amended by Section 102 of the Disaster Mitigation Act of 2000. The L-PDM program funding is awarded by the Federal Emergency Management Agency (FEMA) and is administered by the Subgrantee. The purpose of this Grant Agreement is to assist the Subgrantee in the implementation of LPDM-PJ-05-MI-2008-012 (Project) – a project to provide supplementary financial assistance for the implementation of cost-effective hazard mitigation measures that will permanently reduce or eliminate the long-term risk to human life and property from natural, technological or human-caused disasters and their effects.

2. TERM

Subgrantee shall complete the Project by November 30, 2019, unless a time extension is approved in writing. If Subgrantee is delayed in its completion of the Project by an event beyond its control, FEMA has the discretion to extend the date for completing the Project. A time extension in writing shall be the only remedy for a delay.

3. SERVICES

Subgrantee shall:

Complete the approved measures detailed in the attached L-PDM formal application submitted by the federal eGrants web-based application system, and summarized as follows:

This project proposes to provide a secondary power source to ten (10) City of Detroit fire stations by installing a backup generator with an automatic transfer switch at each of the ten locations. The generators will be installed at those locations throughout the city that have been approved and identified in ‘Attachment A’ of this grant agreement. Any generators, automatic transfer switches, and equipment purchased with funds awarded under this agreement may only be installed at the locations listed in ‘Attachment A’. No changes to the locations described in ‘Attachment A’ can be implemented without prior FEMA approval. Requests for changes must be made to FEMA through Subgrantor and supported by adequate justification in order to be processed.

The generators, automatic transfer switches, and equipment are designed (site specific) and described in ‘Attachment A’ to provide power to the entire building (including the garage and garage doors) to enable continued communications, safety, and security operations at the fire stations. The generators are powered by natural gas and will have an automatic transfer switch to eliminate downtime or a gap in services. Only the generators, automatic transfer switches, and equipment described in ‘Attachment A’ may be purchased with funds awarded under this grant agreement. No changes to the items described in ‘Attachment A’ can be implemented without prior FEMA approval. Requests for changes must be made to FEMA through Subgrantor and supported by adequate justification in order to be processed.
The City of Detroit General Services Department (GSD) facilities supervisor will act as the project manager and oversee the contractor responsible for installation of the generators. The City of Detroit (GSD) will collaborate with the Public Lighting Department to develop a bi-monthly maintenance and testing schedule for the generators. The annual maintenance costs will be an expense allocation of the GSD, estimated at $700 - $1,400 per generator. The installation of the back-up generators will support emergency communications and enable continued essential fire and EMS operations, as required, to meet the health and safety needs of the city during power failures.

No changes to the approved scope of work (approved measures) can be implemented without prior FEMA approval. Requests for changes to the scope of work must be made to FEMA through Subgrantor and supported by adequate justification in order to be processed. All expenses, including local match, must be appropriately documented and reasonable to be eligible for reimbursement. Expenses that are not related to the approved scope of work and budget are not eligible for reimbursement under the provisions of this grant agreement. Line items in the approved cost estimate (from the attached L-PDM application) may not fluctuate by more than 10% without prior approval from FEMA.

All necessary permits will be obtained for the project and are the responsibility of the Subgrantee.

This Project has been approved for funding by the FEMA. Subgrantor shall ensure that the Project:

A. Is in conformance with the most recently revised Michigan Hazard Mitigation Plan, developed as a requirement of Section 322 of the Stafford Act, 42 U.S.C. 5165.
C. Is in conformance with 44 CFR Part 80 (acquisition rules)
D. Is implemented in conformance with the environmental conditions that have been identified through the National Environmental Policy Act review. These conditions can be found in one or more of the following FEMA documents:
   • Record of Environmental Consideration
   • Categorical Exclusion ("CATEX") Letter/Memo
   • Environmental Assessment
   • Finding of No Significant Impact
E. Solves a problem independently, or constitutes a functional portion of a solution, where there is assurance that the Project as a whole will be completed.
F. Is cost-effective and substantially reduces the risk of future damage, hardship, loss, or suffering resulting from a major disaster. Subgrantor shall demonstrate this by documenting that the Project:
   1) Addresses a problem that has been repetitive, or a problem that poses a significant risk if left unsolved.
   2) Will not cost more than the anticipated value of the reduction in both direct damages and subsequent negative impacts to the area if future disasters were to occur.
   3) Has been determined to be the most practical, effective, and environmentally sound alternative after consideration of a range of options
   4) Contributes, to the extent practicable, to a long-term solution to the problem it is intended to address.
   5) Considers long-term changes to the areas and entities it protects, and has manageable future maintenance and modification requirements.

4. RESPONSIBILITIES OF SUBGRANTOR

Subgrantor agrees to:

A. Administer the L-PDM Program in accordance with applicable federal and state regulations and guidelines.
B. Provide to Subgrantee a signed copy of this Grant Agreement.

C. Reimburse Subgrantee, within the limits of funds available from Congressional appropriations for such purposes and in accordance with this Grant Agreement, for the federal share of allowable project expenses based upon the Project Application approved by the FEMA.

5. TERMS AND CONDITIONS OF PAYMENT

The FEMA has approved a Federal share for this project in the amount of:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Total estimated cost of this mitigation project is</td>
<td>$1,118,816.00</td>
</tr>
<tr>
<td>Total L-PDM contribution is</td>
<td>$339,112.00</td>
</tr>
<tr>
<td>Total nonfederal contribution is</td>
<td>$279,704.00</td>
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</table>

Federal assistance is made available within the limits of funds available from Congressional appropriations for such purposes in accordance with the Stafford Act, Executive Orders 12148 and 12673, appropriate regulations found in Title 44 of the Code of Federal Regulations (CFR), as amended and currently applicable handbooks. Federal funds provided under the Stafford Act for the Pre-Disaster Mitigation Grant are limited to a maximum of 75 percent of the total eligible costs. If there is a cost under-run for the project, final reimbursement for the federal share of the project costs and administrative allowance will be adjusted based on actual costs of the project. **Subgrantee shall provide the required nonfederal matching funds.**

In accordance with Fiscal Year 2008 PDM Program Guidance, adjustments may be made among cost line items in the approved budget (from eGrants application) up to a cumulative threshold of 10% of the total budget without seeking formal approval from FEMA. Adjustments exceeding this threshold must be approved in advance by FEMA. Requests for a budget revision must be made to FEMA through Subgrantor and supported by adequate justification in order to be processed. The Federal share will not be increased.

Any costs incurred **prior to the issuance of the Fiscal Year 2008 PDM Program Guidance**, are not allowable costs for the grant. Eligible costs incurred prior to the award but after the issuance of the Fiscal Year 2008 PDM Program Guidance are allowable if identified as separate (pre-award) line items in the application cost estimate and approved by FEMA.

Subgrantor's timely receipt and verification of all required documentation is a condition of payment. Subgrantor may pursue all available remedies for the recoupment of any advance payments that have been inadequately documented or determined by Subgrantor to have been improperly made or expended for any reason.

Subject to the exercise of Subgrantor’s sole discretion, three types of payments may be made to Subgrantee for this Project:

A. If Subgrantee provides Subgrantor with a letter indicating the amount of reimbursement requested along with completed reimbursement request forms, as well as supporting documentation demonstrating the total expenditures to date for eligible Project activities, Subgrantor may, at Subgrantor’s sole discretion, receive reimbursement of eligible expenditures of up to 75% of the federal share of the grant. Subgrantor will review the expenditures and make payment of no more than 75% of total eligible expenditures to date prior to Project completion. Subgrantor will pay to Subgrantee no more than a total (including all advance and reimbursement payments) of 75% of the federal share of the Grant.

B. Upon Subgrantee’s completion of the Project, Subgrantor will inspect the Project and review all expenditures for eligibility prior to making final payment to Subgrantee. To receive final payment, the Subgrantor shall provide the Subgrantor with a letter indicating the project is complete. Along with the letter provide completed reimbursement request forms that include the total expenditures for the project, and separate documentation supporting each total expenditure.

C. In rare circumstances only, if Subgrantee provides Subgrantor with a letter outlining the immediate need for an advance payment and the amount of the requested advance,
Subgrantee may, at Subgrantor's sole discretion, receive an initial advance payment of up to 50% of the Federal share of the grant. Pursuant to Federal regulations, Subgrantee shall minimize the time between the receipt of advance funds and disbursement of those funds for eligible expenditures. If interest is earned on advance funds, Subgrantee shall remit the interest to FEMA at least quarterly. If advance funds will be unavoidably held by Subgrantor for a significant period of time, to avoid remitting earned interest, Subgrantee shall place the advance funds in a non-interest bearing account.

D. No payment will be made unless all quarterly reports have been submitted and are up to date.

The funds must supplement, not supplant, state or local funds. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in the application review, in subsequent monitoring, and in the audit. The Subgrantee may be required to supply documentation certifying that they did not reduce non-federal funds because of receiving funds. Federal funds cannot be used to replace a reduction in non-federal funds or solve budget shortfalls in general fund programs.

6. ACCOUNTING AND ADMINISTRATIVE REQUIREMENTS

A. In addition to this Grant Agreement, Subgrantee shall complete, sign, and submit to Subgrantor the following documents which are incorporated by reference into this Grant Agreement:

1) Summary Sheet for Assurances and Certifications (FEMA Form 20-16), certifying to Non-Construction Programs (FEMA Form 20-16A) or Construction Programs (FEMA Form 20-16B), and Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-free Workplace Requirements (FEMA Form 20-16C)
2) Disclosure of Lobbying Activities, if applicable (Standard Form LLL)
3) Audit Certification Form
4) W-9 Form
5) Other documents that may be required by federal or state officials.

B. Subgrantee shall provide at least 25 percent matching funds from nonfederal sources within the timeframe specified in Paragraph 2. Approval of in-kind match is at the sole discretion of the Subgrantor; the Subgrantor reserves the right to deny or adjust in-kind match, if necessary. (Community Development Block Grant funds, though federal in origin, lose their federal identity and are an acceptable matching source.)


D. Subgrantee shall account for receipts and expenditures, maintain adequate financial records, and refund expenditures disallowed by federal or state audit.

E. Subgrantee shall comply with all applicable codes, standards, and permitting requirements that pertain to this project and shall provide maintenance as appropriate and required for the life of the Project.

F. Subgrantee shall retain all records of work, including receipts, checks, bills, job orders, contracts, equipment usage, payroll information, and other necessary documentation that would be required for an audit for a period of three years from the date the grant is closed by FEMA.

G. Subgrantee shall, on a quarterly basis, complete and submit to the Subgrantor in eGrants a Pre-Disaster Mitigation Grant Program Quarterly Progress Report Form. Should the Quarterly Progress Reporting Form not be available in eGrants, the Subgrantee will submit a paper Quarterly Progress Reporting Form to the Subgrantor.

H. Subgrantee shall perform the required financial and compliance audits in accordance with the Single Audit Act of 1996 and Office of Management and Budget Circular A-133, as revised, for the fiscal year(s) when expenditures occurred.

I. Subgrantee shall provide Subgrantor and its representatives access to Subgrantee's records and documents related to the use of L-PDM funds for this Project.
7. NATIONAL FLOOD INSURANCE

Subgrantee shall maintain good standing with the National Flood Insurance Program (NFIP) and comply with local regulations pertaining to the NFIP. If Subgrantee fails to maintain good standing in the NFIP and to enforce NFIP requirements for all development in identified flood hazard areas, Subgrantee shall repay to Subgrantor the L-PDM funds related to the Project.

8. EMPLOYMENT MATTERS

Sub-grantee shall comply with Title VI of the Civil Rights Act of 1964, as amended, the Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq., and all other federal, state and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Grant Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment; or any matter directly or indirectly related to employment because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, limited English proficiency, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. Sub-grantee agrees to include in every subcontract entered into for the performance of this Grant Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of the Grant Agreement.

The Sub-grantee shall ensure that no subcontractor, manufacturer, or supplier of Sub-grantee on this Project appears in the register compiled by the Michigan Department of Labor and Economic Growth, Bureau of Commercial Services, Licensing and Enforcement Divisions, pursuant to 1980 PA 278, as amended, MCL 423.321 et seq. (State Contractors with Certain Employers Prohibited Act), or on the Federal excluded party list system database located at www.epis.gov.

9. BARRIER FREE DESIGN

Subgrantee shall ensure that the Project complies with the barrier free design requirements of 1966 PA 1, as amended, MCL 125.1351 et seq. (Utilization of Public Facilities by Physically Limited Act).

10. REDISTRIBUTION PROHIBITION

A grant awarded under this Grant Agreement shall be used by Subgrantee and shall not be redistributed by the Subgrantee to any other entity unless specifically provided for in this Grant Agreement. Subgrantor must approve changes to this provision in writing prior to any redistribution.

11. SUBGRANTEE'S LIABILITY

Subgrantee will provide and maintain during the term of this Grant Agreement public liability, property damage, and worker's compensation insurance insuring, as they may appear, the interests of all parties to this Grant Agreement. The Subgrantee is responsible for insuring that all precautions are exercised at all times for the protection of all persons and property. The Subgrantee shall secure all necessary certificates and permits from municipal or other public authorities and comply with all national, state, and municipal laws, ordinances, and regulations as may be required in connection with the performance of this Grant Agreement.

12. LIMITATION OF LIABILITY

Subgrantor and Subgrantee to this grant agreement agree that each must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from performance of this contract. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

This is not to be construed as a waiver of governmental immunity.
13. **GRANT AGREEMENT PERIOD**

This grant agreement is in full force and effect from December 1, 2016 to November 30, 2019. This Grant Agreement consists of two identical sets simultaneously executed, each is considered an original having identical legal affect.

14. **BUSINESS INTEGRITY CLAUSE**

The Subgrantor may immediately cancel the grant without further liability to the Subgrantor or its employees if the Subgrantee, an officer of the Subgrantee, or an owner of a 25% or greater share of the Subgrantee is convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or Federal antitrust statues; or convicted of an other criminal offense which, in the sole discretion of the Subgrantor, reflects on the Subgrantee’s business integrity.

15. **THIRD PARTIES**

This Grant Agreement is not intended to make any person or entity not a party to this Grant Agreement a third-party beneficiary hereof or to confer on a third party any rights or obligations enforceable in their favor.

16. **TERMINATION**

Subgrantor may terminate this Grant Agreement for any reason upon five (5) days written notice to Subgrantee. Upon termination, Subgrantor shall have no further obligation to make payments.

17. **ENTIRE GRANT AGREEMENT**

This Grant Agreement is governed by the laws of the State of Michigan and supersedes all prior agreements, documents, and representations between Subgrantor and Subgrantee, whether expressed, implied or oral. This Grant Agreement constitutes the entire agreement between the parties and may not be amended except by written instrument executed by both parties prior to the termination date set forth in Paragraph 2 above. No party to this Grant Agreement may assign this Grant Agreement or any of his/her/its rights, interest, or obligations hereunder without the prior consent of the other party. Subgrantee agrees to inform Subgrantor in writing immediately of any proposed changes of dates, budget, or services indicated in this Grant Agreement, as well as changes of address or personnel affecting this Grant Agreement. Changes in dates, budget or services are subject to prior written approval of Subgrantor. If any provision of this Grant Agreement shall be deemed void or unenforceable, the remainder of the Grant Agreement shall remain valid.
18. OFFICIAL CERTIFICATION

For the Subgrantee
The individual or officer signing this Grant Agreement certifies by his or her signature that he or she is authorized to sign this Grant Agreement on behalf of the responsible governing board, official, or agency. Subgrantee further certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this grant by any federal department or agency. If Subgrantee is unable to certify to any portion of this statement, Subgrantee shall attach to this Grant Agreement an explanation of the reason.

For Subgrantee: City of Detroit Homeland Security and Emergency Management

[Signature]

Printed Name: DONNA J. NORTHERN
Title: EMERGENCY MANAGEMENT DIRECTOR
Date: 3/24/2017

For Subgrantor:

[Signature]

Printed Name: Chris A. Kelenske, Captain
Title: Deputy State Director of Emergency Management and Homeland Security
Date: 3/17/17
### Attachment A

**Subgrant Applicant:** Detroit Homeland Security and Emergency Management  
**Subgrant Application Number:** LPDM-PJ-05-MI-2008-012

This document contains site-specific information for the approved scope of work for the above Subgrant Application Number.

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>LATITUDE</th>
<th>LONGITUDE</th>
<th>Approved Generator and Equipment Specifications</th>
</tr>
</thead>
</table>
| Engine 9, Detroit Fire Station  
3737 E. Lafayette, Detroit MI 48207 | 42.3464996 | -83.013474 | NATURAL GAS GENERATOR – (1800 RPM and UL2200)  
TAYLOR POWER SYSTEMS – 125 KW, 120/240V, 3PH, 376A, 400A CB,  
BATTERY, BATTERY CHARGER, BLOCK HEATER, SOUND ENCLOSURE  
AND REMOTE ANNUNCIATOR.  
AUTOMATIC TRANSFER SWITCH  
THOMSON TECHNOLOGIES – 400A, 120/240V, 3PH, 4W, SERVICE  
ENTRANCE RATED, NEMA 1, OPEN TRANSITION |
| Engine 39, Detroit Fire Station (Built: 1950)  
8700 14th St., Detroit MI 48206 | 42.3681064 | -83.1004216 | NATURAL GAS GENERATOR – (1800 RPM and UL2200)  
TAYLOR POWER SYSTEMS – 80 KW, 120/208V, 3PH, 278A, 400A CB,  
BATTERY, BATTERY CHARGER, BLOCK HEATER, SOUND ENCLOSURE,  
AND REMOTE ANNUNCIATOR.  
AUTOMATIC TRANSFER SWITCH  
THOMSON TECHNOLOGIES – 250A, 120/208V, 3PH, 4W, SERVICE  
ENTRANCE RATED, NEMA 1, OPEN TRANSITION |
| Engine 40, Detroit Fire Station (Built: 1950)  
13939 Dexter Ave., Detroit MI 48238 | 42.3934049 | -83.1359997 | NATURAL GAS GENERATOR – (1800 RPM and UL2200)  
TAYLOR POWER SYSTEMS – 125 KW, 120/240V, 3PH, 376A, 400A CB,  
BATTERY, BATTERY CHARGER, BLOCK HEATER, SOUND ENCLOSURE,  
AND REMOTE ANNUNCIATOR.  
AUTOMATIC TRANSFER SWITCH  
THOMSON TECHNOLOGIES – 400A, 120/240V, 3PH, 4W, SERVICE  
ENTRANCE RATED, NEMA 1, OPEN TRANSITION |
| Engine 44, Detroit Fire Station  
35 W. 7 Mile Rd., Detroit MI 48203 | 42.432274 | -83.102777 | NATURAL GAS GENERATOR – (1800 RPM and UL2200)  
TAYLOR POWER SYSTEMS – 50 KW, 120/208V, 3PH, 174A, 200A CB,  
BATTERY, BATTERY CHARGER, BLOCK HEATER, SOUND ENCLOSURE,  
AND REMOTE ANNUNCIATOR.  
AUTOMATIC TRANSFER SWITCH  
ASCO – 200A, 120/240V, 3PH, 4W, SERVICE ENTRANCE RATED, NEMA 1,  
OPEN TRANSITION |
| Engine 48, Detroit Fire Station (Built: 1950)  
2300 S. Fort St., Detroit MI 48217 | 42.2729989 | -83.1609417 | NATURAL GAS GENERATOR – (1800 RPM and UL2200)  
TAYLOR POWER SYSTEMS – 100 KW, 120/208V, 3PH, 347A, 400A CB,  
BATTERY, BATTERY CHARGER, BLOCK HEATER, SOUND ENCLOSURE,  
AND REMOTE ANNUNCIATOR.  
AUTOMATIC TRANSFER SWITCH  
THOMSON TECHNOLOGIES – 400A, 120/240V, 1PH, 3W, SERVICE  
ENTRANCE RATED, NEMA 1, OPEN TRANSITION |
<table>
<thead>
<tr>
<th>LOCATION</th>
<th>LATITUDE</th>
<th>LONGITUDE</th>
<th>Approved Generator and Equipment Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engine 51 (Squad 5), Detroit Fire Station 18326 Livernois Ave., Detroit MI 48221</td>
<td>42.4213177</td>
<td>-83.1432034</td>
<td>NATURAL GAS GENERATOR – (1800 RPM and UL2200) TAYLOR POWER SYSTEMS – 50 kW, 120/208V, 3PH, 174A, 200A CB, BATTERY, BATTERY CHARGER, BLOCK HEATER, SOUND ENCLOSURE, AND REMOTE ANNUNCIATOR. AUTOMATIC TRANSFER SWITCH ASCO – 200A, 120/208V, 3PH, 4W, SERVICE ENTRANCE RATED, NEMA 1, OPEN TRANSITION.</td>
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<tr>
<td>Engine 57, Detroit Fire Station 13960 Burt Rd., Detroit, MI 48223</td>
<td>42.386455</td>
<td>-83.2482714</td>
<td>NATURAL GAS GENERATOR – (1800 RPM and UL2200) TAYLOR POWER SYSTEMS – 50 kW, 120/240V, 1PH, 200A, 200A CB, BATTERY, BATTERY CHARGER, BLOCK HEATER, SOUND ENCLOSURE, AND REMOTE ANNUNCIATOR. AUTOMATIC TRANSFER SWITCH ASCO – 200A, 120/240V, 1PH, 3W, SERVICE ENTRANCE RATED, NEMA 1, OPEN TRANSITION.</td>
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<tr>
<td>Engine 60, Detroit Fire Station 19701 Hoover St., Detroit, MI 48205</td>
<td>42.3496468</td>
<td>-83.0430199</td>
<td>NATURAL GAS GENERATOR – (1800 RPM and UL2200) TAYLOR POWER SYSTEMS – 30 kW, 120/240V, 1PH, 125A, 150A CB, BATTERY, BATTERY CHARGER, BLOCK HEATER, SOUND ENCLOSURE, AND REMOTE ANNUNCIATOR. AUTOMATIC TRANSFER SWITCH ASCO – 100A, 120/240V, 1PH, 3W, SERVICE ENTRANCE RATED, NEMA 1, OPEN TRANSITION.</td>
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<td>HazMat Unit, Detroit Fire Facility 3050 Russell St., Detroit MI 48207</td>
<td>42.349685</td>
<td>-83.042473</td>
<td>NATURAL GAS GENERATOR – (1800 RPM and UL2200) TAYLOR POWER SYSTEMS – 100 kW, 120/208V, 3PH, 347A, 400A CB, BATTERY, BATTERY CHARGER, BLOCK HEATER, SOUND ENCLOSURE, AND REMOTE ANNUNCIATOR. AUTOMATIC TRANSFER SWITCH (2) THOMSON TECHNOLOGIES – 200A, 120/208V, 3PH, 4W, SERVICE ENTRANCE RATED, NEMA 1, OPEN TRANSITION.</td>
</tr>
<tr>
<td>Ladder 20, Detroit Fire Station 433 Alexandrine St., Detroit MI 48207</td>
<td>42.3493139</td>
<td>-83.0654547</td>
<td>NATURAL GAS GENERATOR – (1800 RPM and UL2200) TAYLOR POWER SYSTEMS – 150 kW, 120/240V, 3PH, 452A, 600A CB, BATTERY, BATTERY CHARGER, BLOCK HEATER, SOUND ENCLOSURE, AND REMOTE ANNUNCIATOR. AUTOMATIC TRANSFER SWITCH (2) THOMSON TECHNOLOGIES – 600A, 120/240V, 3PH, 4W, NON-SERVICE ENTRANCE RATED, NEMA 1, OPEN TRANSITION.</td>
</tr>
</tbody>
</table>
MEMORANDUM

TO: Ron Brundidge, Director, Department of Public Works
    Gary Brown, Director, Detroit Water Sewerage Department
FROM: Scott Benson, City Council District 3
CC: Stephanie Washington, Mayor’s Office
VIA: President Brenda Jones, Detroit City Council
DATE: 5 April 2017

RE: SEWER BACK UP AT 20060 FENELON

My office is requesting DPW or DWSD clear the drain/catch basin/storm sewer that causes the basement, at 20060 Fenelon, to back up. The basement has been flooded twice in the last week. Please respond to this request by 17 April 2017. Thank you in advance for your consideration on this matter.

SRB
MEMORANDUM

TO:         Ron Brundidge, Director, Department of Public Works
            Gary Brown, Director, Detroit Water Sewerage Department

FROM:      Scott Benson, City Council District 3

CC:        Stephanie Washington, Mayor's Office

VIA:       President Brenda Jones, Detroit City Council

DATE:      5 April 2017

RE:        CATCH BASIN CLOG AT 18911 RIOPELLE

My office is requesting DPW or DWSD clear the drain/catch basin/storm sewer at 18911
Riovelle that causes a large pool of water to collect in front of the home and stretches to
East Seven Mile Road. The owner has called DWSD multiple times and a crew has come
out to inspect, but the water continues to collect into a large pool after heavy rains.

Please respond to this request by 10 April 2017. Thank you in advance for your
consideration on this matter.

SRB
MEMORANDUM

TO:        Ron Brundidge, Director, DPW
FROM:      Hon. Scott Benson, City Council District 3
VIA:       Hon. Brenda Jones, City Council President
            Hon. Janice Winfrey
            Stephanie Washington, Mayor’s Liaison to Council
Copy:      
DATE:      29 March 2017

RE:        19244 KEATING DISABLED PARKING SIGN

I am requesting DPW locate a disabled parking sign at 19244 Keating as the previous
sign was removed by vandals.

If you have any questions please do not hesitate to contact my office at, 313-224-1198

SRB
MEMORANDUM

TO: Bradley Dick, Director, General Services Department
Ron Brundidge, Director, Department of Public Works

FROM: Scott Benson, City Council District 3

CC: Stephanie Washington, Mayor's Office
VIA: President Brenda Jones, Detroit City Council
DATE: 6 April 2017

RE: TREE ROOTS/SIDEWALK REPAIR 18871 MAINE

My office is requesting DPW and GSD survey the sidewalk at 18871 Maine for tree root damage and report back on the resolution of this problem. The resident is requesting the City repair the sidewalk that has been raised due to the tree roots.

Please respond to this request by 30 April 2017. Thank you in advance for your consideration on this matter.

SRB
MEMORANDUM

TO: Office of Chief Financial Officer  
Legislative Policy Division  
Municipal Parking Department

FROM: Hon. Scott Benson, City Council District 3

CC: Hon. Janice Winfrey, City Clerk  
Hon. George Cushingberry, Chairman, Budget, Finance and Audit  
Hon. Brenda Jones, City Council President

VIA:  

DATE: 6 April 2017

RE: DEBT FREE PARKING STRUCTURES

I am requesting the Legislative Policy Division work with the Office of the Chief Financial Officer and Municipal Parking Department to prepare a privileged and confidential report on the current financial status of the City’s parking structures. This report should include, for comparison purposes, their current value as debt free assets at the current level of deferred maintenance. The report should also include their projected value if these assets were refinanced to make the required structural and operational repairs/investments. In addition, please include a recommendation that states if the City should hold or dispose of these assets and the rationale for the recommendation.

Please provide this report by 10 May 2017. If you have any questions please do not hesitate to contact my office at, 313-224-1198

SRB
MEMORANDUM

TO:        David Bell, BSEED
          Tyrone Clifton, DBA
          Bradley Dick, GSD
FROM:      Scott Benson, City Council District 3
CC:        Stephanie Washington, Mayor’s Office
VIA:       President Brenda Jones, Detroit City Council
DATE:      21 Mar 2017
RE:        18494 FAIRPORT DEMOLITION SITE

My office has received several complaints regarding the aftermath of the demolished home at 18494 Fairport. This home was removed approximately four years ago but the contractor left behind numerous piles of dirt and debris, which includes: sticks, cement pieces and branches.

Please inspect this demolition site and provide the plan to complete the job by 3 April 2017. Thank you in advance for your assistance on this matter.

SRB