

**INTER-OFFICE MEMORANDUM  
SUPPORT SERVICES BUREAU**

Date  
November 16, 2021

To: Chief of Police James E. White (Through Channels)

Subject: **REQUEST REVIEW AND APPROVAL OF AMENDMENT NO. 1 TO CITY OF DETROIT BUILDING AUTHORITY FUNDING AGREEMENT WITH THE DETROIT POLICE DEPARTMENT**

From: Deputy Chief Mark Bliss, Support Services Bureau

I am requesting your review and approval of the attached Funding Agreement Amendment No. 1, dated as of November 9, 2021, between the City of Detroit Building Authority and the Detroit Police Department, located at 1301 Third Street, Detroit, MI 48226. This pertains to the Contract of Lease between the City and the Authority.

The Authority and the City did enter into a contract, on December 20, 2018, to manage various capital improvements, and security upgrades for the expansion of the Real Time Crime Center (RTCC), located at 1301 Third Street, and the new mini-RTCC'S at the 8<sup>th</sup>, located at 21555 W. McNichols Rd., and the 9<sup>th</sup> Precincts, located at 11187 Gratiot Ave., both in the City of Detroit.

The Authority and the City now desire to amend the Contract to provide the expansion of the Scope, to include capital improvements that were omitted from the original Scope, due to budget constraints for an additional cost, not to exceed **\$276,244.00**. The Scope of Work has been expanded to provide for additional services to procure new A/V monitors. Therefore, it is being requested that Article X of the Contract be hereby amended to reflect the increase, thereby increasing the Contract total in an amount not to exceed **\$4,276,244.00** dollars.

  
**MARK BLISS**  
Deputy Chief  
Support Services Bureau

MB/baw

**A P P R O V E D**  
  
NOV 16 2021  
1<sup>ST</sup> ASSISTANT CHIEF  
OFFICE OF THE CHIEF

**A P P R O V E D**  
  
NOV 18 2021  
CHIEF OF POLICE  
OFFICE OF THE CHIEF

**AMENDMENT NO. 1  
TO  
CITY OF DETROIT BUILDING AUTHORITY  
FUNDING AGREEMENT  
WITH  
DETROIT POLICE DEPARTMENT**

**THIS FUNDING AGREEMENT AMENDMENT NO. 1** (hereinafter called the "Amendment No. 1"), dated as of this 9<sup>th</sup> day of November, 2021 by and between the **CITY OF DETROIT BUILDING AUTHORITY**, a public authority and body corporate, organized and existing pursuant to Act 31 of the Public Acts of Michigan, 1948 (First Extra Session), as amended, located at 1301 Third Street, Suite 328, Detroit, Michigan 48226 (hereinafter called the "Authority") and **DETROIT POLICE DEPARTMENT**, located at 1301 Third Street, Detroit, Michigan 48226 (hereinafter called the "City"), pertains to that certain Contract of Lease between the City and the Authority (hereinafter called the "Contract").

WITNESETH:

WHEREAS, the Authority and the City did heretofore enter into a Contract (the "Contract") on December, 20, 2018 to manage various capital improvements and security upgrades for the expansion of the Real Time Crime Center located at 1301 Third Street, Detroit, Michigan 48226 and renovations for the new mini-RTCC's at the 8<sup>th</sup> and 9<sup>th</sup> Precincts located at 21555 W. McNichols Rd, Detroit, MI 48219 and 11187 Gratiot Avenue, Detroit, MI 48213 respectively (the "Project"); and

WHEREAS, Article XVI provides that any changes, modifications or extensions of any term, condition or covenant thereof or any required changes in the scope of services which are mutually agreed upon by and between the Authority and the City shall be incorporated by written amendment to the Contract; and

WHEREAS, the Authority and the City now desire to amend the Contract to provide for the expansion of the Scope to include certain capital improvements that were omitted from the original Scope due to budget constraints for an additional cost not to exceed Two Hundred Seventy Six Thousand Two Hundred Forty Four and 00/100 (\$276,244.00) Dollars; and

NOW THEREFORE, in consideration of the premises, the mutual undertakings and benefits to accrue to the parties and to the public, the parties hereto agree as follows:

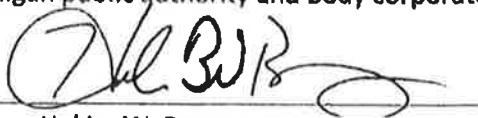
1. That the scope of services set forth in Exhibit A to the Contract be hereby amended to provide for the expansion of the original scope of services as described in Exhibit A-1 hereto.
2. That Article X of the Contract be hereby amended to reflect an increase not to exceed Two Hundred Seventy-Six Thousand Two Hundred Forty Four and 00/100 (\$276,444.00) Dollars for the costs associated with additional services that are properly provided, as described in Exhibit A-1 hereto, thereby increasing the Contract total in an amount not to exceed Four Million Two Hundred Seventy Six Thousand Four Hundred Forty Four and 00/100 (\$4,276,244.00) Dollars.

3. The Authority acknowledges and agrees that the City shall be permitted to audit the financial records pertaining to the performance of the Contract, which right to audit may be assigned by the City to its designee, including the Detroit City Council and the City Auditor General.
4. The Authority shall require that each of its Contractors shall comply with all anti-kickback laws, including the Copeland Anti-Kickback Act (18 USC §874) and is prohibited from inducing, by any means, any person employed in connection with the Project to give up any part of the compensation to which he/she is otherwise entitled. The Authority shall further require the insertion of substantially similar language to the language in this Section to ensure compliance by subcontractors with the terms of this Section.
5. The Authority shall require that Contractors and each of its subcontractors are prohibited from paying or accepting any bribe in connection with securing the Contract or in connection with performing under the terms of the Contract. The Authority shall further require the Contractor shall insert substantially similar language to the language in this Section to ensure compliance by subcontractors with the terms of this Section.
6. That all other terms, conditions, and covenants of the Contract shall remain in full force and effect as set forth therein.
7. That in the event of any conflict, inconsistency or incongruity between the provisions of this Amendment No. 1 and any of the provisions of the Contract, the provisions of this Amendment No. 1 shall control.


**[END OF PAGE]**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be signed by and through their respective duly authorized officers and representatives, the day and year first above written.

**CITY OF DETROIT BUILDING AUTHORITY, a  
Michigan public authority and body corporate**

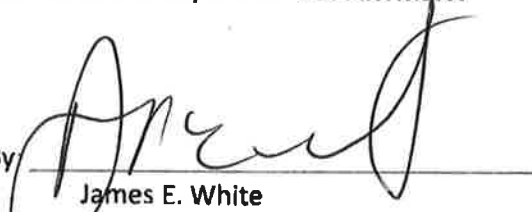
By:   
Hakim W. Berry

Its: Chairman

By:   
Christopher T. Jackson

Its: Treasurer

**CITY OF DETROIT, POLICE DEPARTMENT**

By:   
James E. White

Its: Chief

**APPROVED AS TO FORM:**



\_\_\_\_\_  
**General Counsel, City of  
Detroit Building Authority**

**APPROVED AS TO FORM:**

**OFFICE OF CONTRACTING AND  
PROCUREMENT**

\_\_\_\_\_  
**Corporation Counsel for  
the City of Detroit**

\_\_\_\_\_  
**Chief Procurement Officer**

**This Agreement was approved by City Council on:**

\_\_\_\_\_  
**Date**

## EXHIBIT A-1

### ADDITIONAL SCOPE OF SERVICES

The scope of work has been expanded to provide for additional services. The additional services included are:

- Procure new A/V monitors