

NEW BUSINESS  
REFERRAL  
10-15-19.

**PUBLIC HEALTH  
AND SAFETY  
STANDING  
COMMITTEE**



CITY OF DETROIT  
OFFICE OF THE CHIEF FINANCIAL OFFICER  
OFFICE OF DEVELOPMENT AND GRANTS

COLEMAN A. YOUNG MUNICIPAL CENTER  
2 WOODWARD AVENUE, SUITE 1026  
DETROIT, MICHIGAN 48226  
PHONE: 313 • 628-2158  
FAX: 313 • 224 • 0542  
WWW.DETROITMI.GOV

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September 12, 2019

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

**RE: Request to Accept and Appropriate FY 2020 Auto Theft Prevention Authority (ATPA) Grant**

The Michigan State Police have awarded the City of Detroit Police Department with the FY 2020 Auto Theft Prevention Authority (ATPA) Grant for a total of \$1,823,095.00. The State share is 60 percent or \$1,823,095.00 of the approved amount, and there is a required cash match of 40 percent or \$1,215,397.00. The total project cost is \$3,038,492.00. The grant was adopted in the FY 2020 budget in the amount of \$2,877,469.00. The grant was awarded at a higher amount than was budgeted. We are asking for an increase in appropriation 20605, in the amount of \$161,023.00, in order to reflect the total project cost of \$3,038,492.00.

The objective of the grant is to implement innovative programs to address auto theft and fraud. The funding allotted to the department will be utilized to pay for salaries, fringe benefits, overtime, vehicles, and cell phones for police officers.

If approval is granted to accept and appropriate this funding, the appropriation number is 20605, with the match amount coming from appropriation number 00380.

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

Sincerely,

Ryan Friedrichs  
Director, Office of Development and Grants

CC:

Katerli Bounds, Deputy Director, Grants  
Sajjiah Parker, Assistant Director, Grants

This request has been approved by the Law Department  
This request has been approved by the Office of Budget

CITY CLERK 2019 09 11 AM 11:15

**RESOLUTION**

**Council Member** \_\_\_\_\_

**WHEREAS**, the Detroit Police Department is requesting authorization to accept a grant of reimbursement from Michigan State Police, in the amount of \$1,823,095.00, to implement innovative programs to address auto theft and fraud; and

**WHEREAS**, the Grant was adopted in the FY 2020 budget under appropriation 20605, in the amount of \$2,877,469.00; and whereas the total project cost for the grant is \$3,038,492.00, which includes a required cash match of \$1,215,397.00; and whereas the grant was awarded at a higher value than was budgeted; and now we are requesting that appropriation 20605 be increased by \$161,023.00 in order to reflect the total project cost amount of \$3,038,492; and

**WHEREAS**, this request has been approved by the Law Department; and

**WHEREAS**, this request has been approved by the Office of Budget; now

**THEREFORE, BE IT RESOLVED** that the Director for the Office of Development and Grants 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 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 Appropriation number 20605, in the amount of \$161,023.00, in order to equal the total project cost of the grant, in the amount of \$3,038,492.00, which includes a cash match coming from Appropriation 00380, for the FY 2020 Auto Theft Prevention Authority (ATPA) Grant.



GRETCHEN WHITMER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF STATE POLICE  
AUTOMOBILE THEFT PREVENTION AUTHORITY  
LANSING

COL. JOSEPH M. GASPER  
DIRECTOR

September 9, 2019

Ms. Katerli Bounds  
Detroit Police Department  
2 Woodward Avenue, Suite 1026  
Detroit, Michigan 48226

RE: 21-20 PAT

Dear Ms. Bounds:

I am pleased to inform you that your application to the Michigan State Police, Grants and Community Services Division, Auto Theft Prevention Authority (ATPA), has been selected to receive grant funding. With a focus on innovative programs that address auto theft and fraud, your efforts are valued and appreciated. The award for your team/project, pending the finalization of the Grant Agreement (contract), is \$3,038,492. The ATPA portion of your award is \$1,823,095, and the match requirement is \$1,215,397. **Please note that the ATPA Board of Directors has issued a one-time 60/40 funding match for FY2020.** Further details regarding allowable expenditures is contained in the enclosed grant contract.

It is crucial that you read through the entire contract to be sure you and your financial officer are aware of and able to abide by the grant requirements. Contract requirements will be enforced. Non-compliance of contract requirements may result in grant suspension and financial penalties. The deadline for returning your signed contract is September 30, 2019.

If you have any questions or concerns regarding your award, please contact Insp. Michael Johnson, ATPA Executive Director (acting), at JohnsonM45@michigan.gov or 517-243-3232. We look forward to working with you.

Sincerely,

Insp. Michael Johnson, Executive Director (acting)  
Automobile Theft Prevention Authority

Enclosure

Col. Joseph M. Gasper – Chair  
Chief Curtis Caid, Undersheriff Daniel Pfannes – Representing Law Enforcement  
Ms. Lori Davis, Mr. William Patterson – Representing Automobile Insurers  
Mr. Michael Thompson, Mr. Gene Adamczyk – Representing Purchasers of Automobile Insurance

MICHIGAN STATE POLICE HEADQUARTERS • 7150 HARRIS DRIVE • DIMONDALE, MICHIGAN 48821  
MAILING ADDRESS • P.O. BOX 30634 • LANSING, MICHIGAN 48909  
www.michigan.gov/msp • 517-284-3193

## AUTO THEFT PREVENTION AUTHORITY (ATPA) GRANT CONTRACT

**AUTHORITY:** MCL 500.6105; **COMPLIANCE:** Voluntary, however, failure to complete will result in cancellation of grant/loss of funds.

Scan and email one complete copy with original signatures to the ATPA by September 30, 2019 at [MSPATPA@michigan.gov](mailto:MSPATPA@michigan.gov). **Do not** send a paper copy.

I. Award Information			
Name of Grantee/Fiduciary Detroit Police Department		Project Title/Acronym PAT	
Address 2 Woodward Avenue, Suite 1026	City Detroit	State MI	ZIP Code 48226
Total Grant Award \$3,038,492	ATPA Award \$1,823,095	Match Requirement \$1,215,397	
Grant Period Start Date October 1, 2019	Grant Period End Date September 30, 2020	Project Number 21-20	
Authorized Official Ms. Katerli Bounds	Project Director Lt. Willie Duncan	Financial Contact Mr. Aharon Elchonen	

### II. Contract Conditions and Requirements

#### Grant Award

The ATPA grant award is to be utilized solely for the benefit of motor vehicle theft prevention programs and initiatives.

The ATPA will only reimburse expenditures incurred during the grant period of October 1, 2019, to September 30, 2020.

The project number (listed above in Award Information) must be included on all correspondence addressed to the ATPA regarding this grant.

A change in authorized official, project director, financial contact, participating agency, personnel assigned to the team, or budget line item change requires a Project Modification Request (GRANTS-034), which can be downloaded from the ATPA website at [www.michigan.gov/atpa](http://www.michigan.gov/atpa).

The authorized official and financial officer will serve without compensation from the ATPA grant award.

Any amount of the grant award received, or forfeiture funds generated as a result of motor vehicle theft prevention activities shall be used to enhance motor vehicle theft prevention programs or initiatives. Forfeiture funds include, but are not limited to, forfeiture of cash and receipts from the sale of property.

Public communications materials, news releases, or training announcements that result from this grant must cite the "Auto Theft Prevention Authority" as the source of funding. Copies of the materials or news releases **must** be sent to the ATPA at least five days prior to publishing, and the ATPA reserves the right to make any necessary edits. The ATPA also has the royalty-free right to copy, publish, and distribute any data or material associated with this grant.

Law enforcement personnel funded by the ATPA grant award shall dedicate 100 percent of their regular work hours conducting ATPA grant-related duties. Prosecuting attorneys who designate a portion of their time for ATPA activities will dedicate 100 percent of their designated time to ATPA grant related duties. This will be reflected in daily logs which will be made available for on-site monitoring by ATPA personnel.

The grantee agrees to return all unexpended grant funds to the ATPA within 60 days after the project is completed. The check shall be made payable to the "State of Michigan."

#### Reporting

Failure to comply with any reporting responsibilities identified in this contract may result in withholding grant payment(s) or the cancellation of the grant award. The grantee's lack of compliance will also be taken into account when considering future grant applications and awards from the ATPA.

All grantees must comply with the requirements of the Uniform Crime Reporting (UCR) System Act, 1968 PA 319, as amended. This act requires county sheriffs' departments, as well as city, village, and township police departments, to submit monthly UCR data.

The Progress Report (GRANTS-037), Financial Report (GRANTS-035), and Expenditure Detail (GRANTS-036), can be downloaded from the ATPA website at [www.michigan.gov/atpa](http://www.michigan.gov/atpa). The grantee agrees to submit reports in accordance with the schedule referenced in this contract.

All grant-funded employees, including employees of subgrantees, will complete and submit an Employee Time Certification (GRANTS-038). Grantees will submit GRANTS-038 to the ATPA annually via email to [MSPATPA@michigan.gov](mailto:MSPATPA@michigan.gov).

All projects must maintain adequate supporting documentation for financial and progress reports submitted to the ATPA. Failure to provide adequate supporting documentation may adversely affect current-year reimbursements and future ATPA grant requests.

### **ATPA Teams**

The grantee will serve as the fiduciary for the ATPA grant. The fiduciary will be responsible for receiving grant funds, distributing funds to participating team members, and receiving and compiling reports from team members. The grantee will submit grant reports according to the schedule referenced in this contract, as well as those specially requested by the ATPA.

When an agency withdraws an employee from an ATPA team, the ATPA approved budget for that position will remain with the ATPA team. The project director must inform the ATPA when the withdrawal occurs by completing the Project Modification Request (GRANTS-034). The vacant position must be replaced within 30 days or the position will be unfunded unless an extension request has been approved in writing.

Participating agencies are expected to participate on the ATPA team that received the grant award for the entire grant period. Participating agencies that withdraw personnel from the ATPA team before the end of the grant period will be reimbursed based upon the percentage of the grant period in which they participated. The ATPA Board of Directors reserves the right to deny future grant awards based on agency participation.

All personnel who are funded by an ATPA team must have their activities approved by the team commander.

### **III. Program and Financial Review**

#### **On-Site Monitoring and Payments**

ATPA staff will schedule appointments with grantees in order to conduct on-site monitoring and grantees must accept these appointments.

Grantees must maintain separate accounting records to document grant revenues and expenditures.

This grant is reimbursement only (excluding non-profit organizations). Grantees must document that expenditures have been paid by local sources before requesting reimbursement from the ATPA.

Supporting documentation which must be submitted with the financial report is as follows:

- Time and Attendance: Payroll expenditures must be supported by employee's earning history, attendance sheet, time sheet, payroll register, and duty log. These records must be retained and made available to ATPA staff during on-site monitoring.
  - o Law Enforcement and Prosecutors Only - Attach the monthly duty logs to the Financial Report (GRANTS-035) when submitted.
- Fringe Benefits and Overtime: Retain a copy of cost allocations for fringe benefits charged to the ATPA program.
  - o Law Enforcement and Prosecutors Only - Each person's overtime hours must not exceed twenty percent of the person's actual regular hours worked. For grantees only paying overtime, this limit does not apply.
- All payments for expenditures (e.g., utilities, office rent, copier use, vehicle lease/rent, cell phones) must be supported by an actual invoice or the method of determining cost.
- Equipment Procurement Procedures/Consultant/Contractual Service: Grantees must attach a copy of the actual invoice or the method of determining cost.

**Payment Procedure:** For non-profit organizations only, advance payment, with exception, will be based on prior experience and budget limitations. The ATPA agrees to provide the agency with an advance as needed, up to 90 percent of the total ATPA share. Non-profit organizations must submit the Financial Report (GRANTS-035) to request an advance payment. Non-profit organizations acknowledge that upon receipt of this advance, a liability due to the ATPA will be established. The liability will be reduced as expended and reported to the ATPA. Any unexpended funds shall be promptly returned to the ATPA.

- Advances are conditional upon receipt of financial and progress reports completed in accordance with grant conditions. The final payment will be made on a reimbursement basis.

All grantees must sign up through the online SIGMA Self Service vendor registration process to receive State of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits, as mandated by the Management and Budget Act, 1984 PA 431, MCL 18.1283a. Vendor registration information is available on the Michigan Department of Technology, Management and Budget's (DTMB) website located at [www.michigan.gov/SIGMAVSS](http://www.michigan.gov/SIGMAVSS).

Should the grantee discover an error in a previous reimbursement request, the grantee shall immediately notify the ATPA and refund the ATPA any funds not authorized for use under this contract and any payments or funds advanced to the grantee in excess of allowable reimbursable expenses.

**Mileage Expense for Non-profit Organizations:** Limited to the grantee's established mileage reimbursement allowance for non-federally funded activities, not to exceed the ATPA approved budget amount. Grantees must provide supporting documentation for these expenses.

**Vehicle Usage/Rental Expenses for Law Enforcement and Prosecutors:** Limited to the grantee's established reimbursement policy for non-federally funded activities, not to exceed the ATPA approved budget amount.

#### **IV. Criminal or Administrative Investigations/Charges**

If any employee of the grantee/subgrantee associated with this grant project becomes aware of a criminal or administrative investigation or charge that directly or indirectly involves grant funds referenced in this contract, the grantee shall immediately notify the ATPA's Executive Director in writing that such an investigation has been initiated or that a charge has been issued.

#### **V. Debarment, Suspension, and Other Responsibility Matters (Direct Recipient)**

Pursuant to Executive Order 12549 (Debarment and Suspension) and implemented at 2 C.F.R. Part 2867 for prospective participants in primary covered transactions as defined at 28 C.F.R. Part 2867, Section 2867.20(a) the grantee certifies that it and its principals:

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

#### **VI. Suspension/Termination**

The ATPA and/or the grantee may suspend and/or terminate this contract without further liability or penalty to the ATPA for any of the following reasons:

- Failure to comply with any of the terms of this contract. Suspension requires immediate action by the grantee to comply with the terms of this contract; otherwise, termination by the ATPA may occur.
- Failure of the grantee to make satisfactory progress toward the measurable objectives set forth in this contract.
- Filing false certification in this contract or other report or document.

This contract may be terminated by either party by giving 15-days written notice to the other party. Such written notice will provide valid, legal reasons for termination, along with the effective date of termination.

This contract may be terminated immediately if the grantee, an official of the grantee, or an owner is convicted of any activity referenced in Section IV of this contract during the term of this contract or any extension thereof.

Should this contract be terminated by either party, within 30 days after the termination, the grantee shall provide the ATPA with all financial, performance, and other reports required as a condition of this contract. The ATPA will make payments to the grantee for allowable reimbursable costs not covered by previous payments. The grantee shall immediately refund to the ATPA any funds not authorized for use and any payments or funds advanced to the grantee in excess of allowable reimbursable expenditures.

## **VII. Liability**

All liability to third parties; loss or damage as a result of claims; and demands, costs, or judgments arising out of activities such as direct service delivery to be carried out by the grantee in the performance of this contract shall be the responsibility of the grantee and not the responsibility of the ATPA if the liability, loss, or damage is caused by or arises out of the actions or failure to act on the part of the grantee, any subgrantee, or anyone directly or indirectly employed by the grantee, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the grantee or its employees by statute or court decisions.

All liability to third parties; loss, or damage as a result of claims; demands, costs, or judgments arising out of activities such as the provision of policy and procedural direction to be carried out by the ATPA in the performance of this contract shall be the responsibility of the ATPA and not the responsibility of the grantee if the liability, loss, or damage is caused by or arises out of the action or failure to act on the part of any ATPA employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity by the state of Michigan, its agencies (the ATPA), or employees as provided by statute or court decisions.

In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the grantee and ATPA in fulfillment of their responsibilities under this contract, such liability, loss, or damage shall be borne by the grantee and the ATPA in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the grantee, the state of Michigan, its agencies (the ATPA), or their employees, respectively, as provided by statute or court decisions.

It is specifically understood and agreed that, if the State of Michigan or any County is party to this contract, nothing in this Section will require such party to indemnify any other party or entity in any litigation that may arise from the performance of this contract. This is not to be construed as a waiver of governmental immunity.

## **VIII. Eligible Expenditures**

All eligible expenditures listed below with identified amounts are the ATPA portion; agencies are responsible for appropriate match as identified in Section I. Any expenditure not detailed below must have approval from the ATPA prior to acquisition/purchase.

- Regular salaries.
- Longevity costs.
- Fringe benefits (FICA, unemployment, workers compensation, retirement, life, medical, dental and vision insurance).
- Overtime hours. Hours must not exceed 20 percent of the total sworn employees' budgeted salary/fringe amount. This amount is cumulative for the team and can be utilized at the teams' discretion. For grantees only paying overtime, this limit does not apply.
- Travel and meals. Travel outside normal territory, not to exceed \$1,000 per employee/per year.
- Vehicle operation cost. Not to exceed:
  - o Law enforcement agency - Calculated at \$10,000 per employee/per year. Costs are cumulative, not limited per employee. Only vehicles engaged in road patrols/investigations are eligible.
- o Prosecutor's office - \$750 per assistant prosecuting attorney/per year for mileage and parking reimbursement.
- o Non-profit organization - \$1,500 per employee/per year for mileage reimbursement.
- Office space or utilities. Requires prior approval.
- Office furniture. Requires prior approval.
- Copier purchase/usage. Not to exceed:
  - o Law enforcement agency - \$1,200 per year.
  - o Prosecutor's office - \$1,200 per year.
  - o Non-profit organization - \$2,400 per year.
- Phone installation. Prior approval is required.



- Landline phone purchase/usage. Not to exceed:
  - o Law enforcement agency and prosecutor's office - \$750 per person/per year.
  - o Non-profit organization - \$1,500 per year.
- Office supplies. Not to exceed \$200 per year/per person.
- Investigative supplies for law enforcement agency (sworn employees only). Not to exceed \$300 per year/per person.
- Computer purchase. Prior approval is required.
- Cell phone purchase/usage. Prior approval is required.
- Motor vehicle theft-related association dues, including dues to the International Association of Automobile Theft Investigators and Michigan Association of Vehicle Theft Investigators.
- Training or conference for educational purposes relating to vehicle theft/fraud investigations. Prior approval is required.

#### **IX. Ineligible Expenditures**

This is not an all-inclusive list. Prior approval is required for any expenditure(s) not listed below.

- Inordinate fringes, including, but not limited to, lump sum payments (e.g., banked sick/vacation time, bonuses, pensions, health benefits, and holiday pay).
- Health care benefit waiver bonuses.
- Indirect costs.
- Expenditure(s) incurred before or after the grant period.
- Any administrative costs not directly related to the administration of this grant.
- In-car terminals and system.
- Law Enforcement Information Network (LEIN) usage fees.
- Vehicle, liability, or professional insurance.
- Non-motor vehicle theft-related membership and agency dues.
- Entertainment.
- Expenditures in excess of approved budget.
- Clothing/cleaning/gun allowance.
- Emergency response compensation.
- Show-up pay.
- Educational incentives (e.g., college courses and trade schools).
- First-class travel.
- Costs incurred applying for this grant (e.g., consultants, grant writers).
- Personnel, including law enforcement officers, not connected to the project to which this grant refers.
- Fundraising and any associated salaries or expenses.
- Legal fees.
- Purchase of promotional items unless prior approval is received in writing.
- Contributions and donations.
- Fines and penalties.
- Losses from uncollectible bad debts.
- Purchases of land.
- Military-type equipment such as armored vehicles, explosive devices, and other items typically associated with military arsenal.
- Construction costs and/or renovation, including remodeling.
- Expert witness fees.
- Weapons, including tasers.
- Conducting law enforcement operations with the intent of generating revenue for personal or agency gain through deceitful, fraudulent, unethical, or illegal methods.

#### **X. Law Enforcement Objectives**

- Reduce the number of motor vehicle thefts in your grant area by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved, and reducing false motor vehicle theft reports.
- Reduce the economic gain associated with motor vehicle theft by recovering stolen vehicles/parts/equipment and by identifying fraudulent insurance activity.
- Recover more in stolen vehicles/parts/equipment value than the total approved grant award from the ATPA.

- Comply with ATPA guidelines/policies/conditions and UCR requirements for submission of data.
- Maintain clear and reliable documentation for the project's performance activity and financial expenditures.
- Following auction, report to the ATPA the dollar amount deposited into the forfeiture account on the Progress Report (GRANTS-037).
- A team member shall attend regular meetings for area detectives and insurance investigators, including participation in the Anti Car Theft (ACT) meetings. Please note that email correspondence will be accepted in lieu of physical attendance.

**XI. Law Enforcement Evaluation Criteria** (See Section XVII. Arrest Ranking)

- |   |  |
|---|--|
| - Number of 14 point motor vehicle theft (MVT) related arrests. | - Number of passenger vehicles recovered.          |
| - Number of 12 point MVT related arrests.                       | - Dollar value of passenger vehicles recovered.    |
| - Number of ten point MVT related arrests.                      | - Number of other vehicles recovered.              |
| - Number of eight point MVT related arrests.                    | - Dollar value of other vehicles recovered.        |
| - Number of six point MVT related arrests.                      | - Number of parts parts/equipment recovered.       |
| - Number of four point MVT related arrests.                     | - Dollar value of parts/equipment recovered.       |
| - Number of two point MVT related arrests.                      | - Number of commercial vehicles recovered.         |
| - Number of insurance fraud related arrests.                    | - Dollar value of commercial vehicles recovered.   |
|   | - Dollar amount deposited into forfeiture account. |

**XII. Prosecutor Objectives**

- Provide full-time access to the judicial system for the ATPA task forces in the grant area and provide opportunities to informally discuss cases and legal issues.
- Vertically prosecute all selected motor vehicle theft related cases.
- Maintain a policy of plea bargaining only when absolutely necessary.
- Achieve an overall conviction rate of 80 percent.
- Achieve a trial conviction rate of 70 percent.
- Strive for maximum sentence lengths for defendants.
- Maintain clear and reliable documentation of project's financial expenditures and performance activity.

**XIII. Prosecutor Evaluation Criteria**

- |  |  |
|--|--|
| - Number of cases initiated.                                       | - Number of cases disposed by trial (jury/judge).    |
| - Number of preliminary exams held.                                | - Number of defendants convicted on original charge. |
| - Number of preliminary exams waived.                              | - Number of defendants convicted on reduced charge.  |
| - Number of cases disposed pre-trial.                              | - Number of defendants incarcerated.                 |
| - Number of defendants who pled guilty to original charge.         | - Number of defendants fined/placed on probation.    |
| - Number of defendants who pled guilty to lesser included offense. | - Dollar amount of restitution ordered.              |
| - Number of plea bargain dismissals.                               | - Number of defendants convicted of insurance fraud. |
| - Number of other dismissals.                                      |  |

**XIV. Non-Profit Organization Objectives**

- Conduct 15 motor vehicle theft awareness education programs/seminars (minimum of 20 attendees each).
- Etch 200 vehicles.

- Distribute 1,500 ATPA approved auto theft preventative fliers/brochures regarding motor vehicle theft prevention.
- Write and publish no less than 5 articles about motor vehicle theft prevention. The articles must cite the ATPA as a source of funding. Forward article copies to the ATPA.
- Contact 200 residences within your community with a door-to-door strategy. Inform them of the most up to date auto theft prevention strategies.
- Maintain clear and reliable documentation of project's financial expenditures and performance activity.

#### XV. Non-Profit Organization Evaluation Criteria

- Number of programs/seminars conducted.
- Number of vehicles etched.
- Number of fliers/brochures distributed.
- Number of theft prevention articles written and published.
- Number of residences contacted.

#### XVI. Reporting Schedule

Organization Type	Quarterly Progress and Financial Reports		Due Date
Law Enforcement Agency Prosecuting Attorney's Office Non-Profit Organization	Progress Report (GRANTS-037)	10-01-19 to 12-31-19	01-31-20
	Financial Report (GRANTS-035)	10-01-19 to 12-31-19	01-31-20
	Progress Report (GRANTS-037)	01-01-20 to 03-31-20	04-30-20
	Financial Report (GRANTS-035)	01-01-20 to 03-31-20	04-30-20
	Progress Report (GRANTS-037)	04-01-20 to 06-30-20	07-31-20
	Financial Report (GRANTS-035)	04-01-20 to 06-30-20	07-31-20
	Financial Report (GRANTS-035)	07-01-20 to 09-30-20	10-15-20
	Progress Report (GRANTS-037)	07-01-20 to 09-30-20	10-31-20

Felony Charges	MCL	Arrest Points
Altering Vehicle Identification Number with Intent to Mislead	750.415	10
Arson - Owner Involved	750.75	14
Car-jacking	750.529a	8
Chop Shop	750.535a	14
Continuing Criminal Enterprise	750.159i	14
Counterfeit Insurance Certificates	257.222	6
Embezzlement	750.174	6
Failure to Return Rental Vehicle	750.362	6
False Certification	257.903	12
False Police Report	750.411a	8
False Pretenses	750.218	12
False Statement in Application for Title	257.254	12
Forged License Documents/License Plates	257.257	6
Insurance Fraud - Owner Staged Arson/Larceny/Theft	500.4511	14
Interstate Transportation of Stolen Motor Vehicle	750.535	14
Larceny by Conversion	750.362	6
Larceny from Motor Vehicle	750.356a	4
Obtain Personal Identification (ID) Without Permission	257.324	6
Odometer Fraud	257.233a	12
Operating License Forged, Altered, or False	257.324	6
Possess or Sell Rosette Rivets	750.415	4
Possess Stolen Vehicle with Intent to Pass Title	257.254	10
Repair - Salvage Facility Violation	257.217	4
Receiving and Concealing Stolen Property	750.535	8
Unlawfully Driving Away Automobile	750.413	6
Unlawful Use	750.414	4
Use Fraudulent ID to Lease or Purchase Vehicle	750.415	12
All Other Charges		2

## **XVII. Arrest Ranking**

### **Note to Arrest Rankings:**

- Team takes credit for most serious charge against subject and ignores others.
- Team takes credit for original arrest charge, even if reduced later by prosecutor.
- If subject is arrested on three separate warrants, team may count three arrests.
- Attempted crimes or conspiracy to commit crime earns same points as listed.

## **XVIII. Special Conditions**

This contract is valid upon approval and execution by the ATPA.

This contract is conditionally approved, subject to and contingent upon the availability of funds.

The grantees will not assume any responsibility or liability for costs incurred by the ATPA prior to the full execution of this contract.

## **XIX. Contract Signatures**

Grant funding will not be released until all requirements of the signed grant contract have been agreed upon. The undersigned has the authority to accept the terms of this grant contract.

Printed Name of Authorized Official	Signature of Authorized Official	Date
Printed Name of Project Director	Signature of Project Director	Date
Printed Name of Financial Contact	Signature of Financial Contact	Date
Printed Name of ATPA Executive Director	Signature of ATPA Executive Director	Date



CITY OF DETROIT  
OFFICE OF THE CHIEF FINANCIAL OFFICER  
OFFICE OF DEVELOPMENT AND GRANTS

COLEMAN A. YOUNG MUNICIPAL CENTER  
2 WOODWARD AVENUE, SUITE 1026  
DETROIT, MICHIGAN 48226  
PHONE: 313 • 628-2158  
FAX: 313 • 224 • 0542  
WWW.DETROITMI.GOV

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October 08, 2019

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

**RE: Authorization to submit a grant application to the Department of Health and Human Services for the FY 2020 Ryan White HIV/AIDS (RWHAP) Programs A and B**

The Detroit Health Department is hereby requesting authorization from Detroit City Council to submit a grant application to the Department of Health and Human Services, for the FY 2020 Ryan White HIV/AIDS (RWHAP) Programs A and B. The amount being sought is \$2,960,466.18. There is no match requirement for the grant. The total project cost is \$2,960,466.18.

The Ryan White HIV/AIDS grant will enable the department to:

- Support HIV medical care and treatment services for uninsured and under-insured persons living with HIV in Detroit eligible metropolitan areas.

We respectfully request your approval to submit the grant application by adopting the attached resolution.

Sincerely,

Ryan Friedrichs  
Director, Office of Development and Grants

CC:

Katerli Bounds, Deputy Director, Grants  
Sajjiah Parker, Assistant Director, Grants

CITY CLERK 2019 OCT 11 AM 11:00

**RESOLUTION**

**Council Member** \_\_\_\_\_

**WHEREAS**, the Detroit Health Department has requested authorization from City Council to submit a grant application to the Department of Health and Human Services, for the FY 2020 Ryan White HIV/AIDS (RWHAP) Programs A and B, in the amount of \$2,960,466.18, to support HIV medical care and treatment services for uninsured and under-insured persons living with HIV in Detroit eligible metropolitan areas; and

**WHEREAS**, there is no city match requirement; now

**THEREFORE BE IT RESOLVED**, the Detroit Health Department is hereby authorized to submit a grant application to the Department of Health and Human Services.

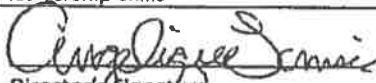
**Office of Grants Management  
Grant Application Request Form**



In order to secure the Office of Grants Management approval required under Section 18-4-2 of the Detroit City Charter, this form is to be filled out by City Departments as soon as possible upon learning of an opportunity that the Department would like to pursue. This form must be submitted not later than 20 business days prior to the application deadline.

Please submit this form to Sajjiah Parker, Associate Director, Office of Grants Management at [parkers@detroitmi.gov](mailto:parkers@detroitmi.gov)

<b>City Department</b>	Health
<b>Date</b>	October 7, 2019
<b>Department Contact Name</b>	Angelique Tomalc
<b>Department Contact Phone</b>	313-870-0073
<b>Department Contact Email</b>	tomalc@detroitmi.gov
<b>Grant Opportunity Title</b>	Ending the HIV Epidemic: A Plan for America- Ryan White HIV/AIDS Programs Parts A and B
<b>Grant Opportunity Funding Agency</b>	Department of Health and Human Services- Health Resources and Services Administration
<b>Web Link to Opportunity Information</b>	
<b>Award Amount (that Department will apply for)</b>	Currently \$2,960,466.18 - can apply up to \$4,000,000 (Appendix B, page 37)
<b>Application Due Date</b>	October 15, 2019
<b>Duration of Grant Award</b>	12 months, March 1, 201- February 28, 2020
<b>Anticipated Proposed Budget Amount</b>	\$2,960,466.18
<b>Match Requirement Amount</b>	None
<b>Source of Match (include Appropriation Number, Cost Center, and Object Code)</b>	None
<b>List of programs/services/activities to be funded and the Amount of Funding Requested for Each</b> <i>Sample:</i> - ABC Afterschool program: \$150,000 - XYZ Youth leadership program: \$100,000 - Salary/Benefits: \$95,000 - Supplies: \$5,000	Outpatient and ambulatory health services, medical case management, early intervention services, medical nutrition therapy, mental health, home and community-based health services, health insurance premium and cost sharing assistance, medical transportation, food bank, emergency financial assistance, housing services, other professional services (legal), psychosocial support services, non-medical case management (please see funding amount on page 2)
<b>Brief Statement of Priorities/Purpose for the Application</b> <i>Sample: To support expansion of promising youth development programs in MNO neighborhood.</i>	To support HIV medical care and treatment services for uninsured and under-insured persons living with HIV in the Detroit eligible metropolitan area (Lapeer, Macomb, Monroe, Oakland, St. Clair and Wayne Counties).
<b>Key Performance Indicators to be Used to Measure the Programs/Services/Activities</b> <i>Sample:</i> # of kids newly enrolled in ABC and XYZ # of kids who complete ABC and XYZ % of kids from ABC who demonstrate improved educational performance % of kids from XYZ who demonstrate improved leadership skills	Health and Human Services and Health Resources Services Administration/ HIV AIDS Bureau Core Performance Measures (please see page 2)

  
Director's Signature

10/07/19  
Date

**Ending the HIV Epidemic: A Plan for America – Ryan White HIV/AIDS Part A and Part B – Pending Draft Budget (Currently totals \$2,960,466.18, can apply for up to \$4,000,000).**

**SERVICES**

- Media Campaign: \$250,000
- Community Health Worker Programs: \$200,000
- Mpowerment+: \$175,000
- Initiative Services: \$1,200,000
- Emergency Financial Assistance: \$50,000
- Planning & Evaluation: 2,500

**TOTAL Service: \$1,877,500.00**

**TOTAL Ryan White Service Providers: \$500,000**

**TOTAL Infrastructure: \$294,233.00**

**TOTAL Administration, Planning & Evaluation: \$264,207.43**

**TOTAL Clinical Quality Management: \$24,525.75**





CITY OF DETROIT  
OFFICE OF THE CHIEF FINANCIAL OFFICER  
OFFICE OF DEVELOPMENT AND GRANTS

COLEMAN A. YOUNG MUNICIPAL CENTER  
2 WOODWARD AVENUE, SUITE 1026  
DETROIT, MICHIGAN 48226  
PHONE: 313 • 628-2158  
FAX: 313 • 224 • 0542  
WWW.DETROITMI.GOV

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August 19, 2019

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 FY 2019 Recycling Infrastructure Grant**

The Michigan Department of Environment, Great Lakes, and Energy (EGLE) has awarded the City of Detroit Department of Public Works with the FY 2019 Recycling Infrastructure Grant for a total of \$458,370.40. The State share \$458,370.40 of the approved amount, and there is a required cash match of \$496,538.60. The total project cost is \$954,909.00.

The objective of the grant is to increase resident enrollment in the City of Detroit's recycling programs. The funding allotted to the department will be utilized to purchase recycling containers that will grow the residential curbside recycling program, launch a public space recycling program and establish a municipal building recycling program. This is a reimbursement grant.

If approval is granted to accept and appropriate this funding, the appropriation number is 20679, with the match amount coming from appropriation number 12396.

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

Sincerely,

Ryan Friedrichs  
Director, Office of Development and Grants

CC:  
Katerli Bounds, Deputy Director, Grants  
Sajjiah Parker, Assistant Director, Grants

This request has been approved by the Law Department  
This request has been approved by the Office of Budget

2019 AUG 27 10:00 AM

## Office of Development and Grants

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### RESOLUTION

Council Member \_\_\_\_\_

**WHEREAS**, the Department of Public Works is requesting authorization to accept a grant of reimbursement from the Michigan Department of Environment, Great Lakes, and Energy (EGLE), in the amount of \$458,370.40, to increase resident enrollment in the City of Detroit's recycling programs; and

**WHEREAS**, this request has been approved by the Law Department; and

**WHEREAS**, this request has been approved by the Office of Budget; now

**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 20679, in the amount of \$954,909.00, which includes a cash match, in the amount of \$496,538.60, coming from Appropriation 12396, for the FY 2019 Recycling Infrastructure Grant.



**RECYCLING INFRASTRUCTURE GRANT AGREEMENT  
BETWEEN THE  
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY  
AND CITY OF DETROIT DEPARTMENT OF PUBLIC WORKS**

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Materials Management Division ("State"), and City of Detroit Department of Public Works ("Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. Legislative appropriation of Funds for grant assistance is set forth in Public Acts of 2018, Public Act No. 588. This Agreement is subject to the terms and conditions specified herein.

Project Name: City of Detroit - DPW  
Amount of grant: \$458,370.40  
Amount of match: \$496,538.60 = 52%  
Start Date (date executed by EGLE): \_\_\_\_\_

Project #: \_\_\_\_\_  
% of grant state 100 / % of grant federal 0  
Project Total: \$954,909.00 (grant plus match)  
End Date: September 30, 2020

**GRANTEE CONTACT:**

Ron Brundidge, Director  
Name/Title  
City of Detroit Dept. of Public Works  
Organization  
2 Woodward Avenue, Suite 611  
Address  
Detroit, MI 48226  
Address  
313-224-3905  
Telephone number  
  
brundidger@detroitmi.gov  
E-mail address  
38-6004606  
Federal ID number --  
006530661  
Grantee DUNS number - (Required for Federal Funding)

**STATE'S CONTACT:**

Elizabeth Garver, Recycling Specialist  
Name/Title  
Materials Management Division  
Division/Bureau/Office  
P.O. Box 30241  
Address  
Lansing, MI 48909-7741  
Address  
586-753-3837  
Telephone number  
  
garvere2@michigan.gov  
E-mail address

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

**FOR THE GRANTEE:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

**FOR THE STATE:**

\_\_\_\_\_  
Signature

Jack Schinderle, Division Director, Materials Management Division  
Name/Title

\_\_\_\_\_  
Date

## **I. PROJECT SCOPE**

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

## **II. AGREEMENT PERIOD**

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

## **III. CHANGES**

Any changes to this Agreement shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

## **IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS**

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit quarterly financial and progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

<b>Reporting Period</b>	<b>Due Date</b>
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	Before October 15*
October 1 – December 31	January 31

\*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page 1. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State.

The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the End Date of the Agreement.

(C) The Grantee must provide 2 copies of all products and deliverables in accordance with Appendix A.

(D) All products shall acknowledge that the project was supported in whole or in part by Recycling Grant Program, EGLE, per the guidelines provided by the program.

## **V. GRANTEE RESPONSIBILITIES**

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

## **VI. USE OF MATERIAL**

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

## **VII. ASSIGNABILITY**

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

## **VIII. SUBCONTRACTS**

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

## **IX. NON-DISCRIMINATION**

The Grantee shall comply with 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 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, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

## **X. UNFAIR LABOR PRACTICES**

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

## **XI. LIABILITY**

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

## **XII. CONFLICT OF INTEREST**

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

## **XIII. ANTI-LOBBYING**

If all or a portion of this Agreement is funded with federal funds, then in accordance with OMB Circular A-21, A-87, or A-122, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying' means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

#### **XIV. DEBARMENT AND SUSPENSION**

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at [www.SAM.gov](http://www.SAM.gov) to verify that its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

#### **XV. AUDIT AND ACCESS TO RECORDS**

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of [five] years after the final payment has been issued to the Grantee by the State.

#### **XVI. INSURANCE**

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

## **XVII. OTHER SOURCES OF FUNDING**

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

## **XVIII. COMPENSATION**

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service web site (<https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>).

(F) An amount equal to 5 percent of the grant award will be withheld by the State until the project is completed in accordance with Section XIX, Closeout, and Appendix A.

(G) The Grantee is committed to the match percentage on page 1 of the Agreement, in accordance with Appendix A. The Grantee shall expend all local match committed to the project by the End Date on page 1 of the Agreement.

## **XIX. CLOSEOUT**

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

## **XX. CANCELLATION**

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee.



The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the grantee for any further charges to the grant.

## **XXI. TERMINATION**

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
- d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
- e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
- b. 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, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- c. Convicted under State or federal antitrust statutes; or
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

## **XXII. IRAN SANCTIONS ACT**

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

## **PROJECT-SPECIFIC REQUIREMENTS – APPENDIX A**

### **I. GRANT APPLICATION; PROJECT SCOPE**

The scope of this project is outlined in the Grantee's approved Fiscal Year 2019 Recycling Infrastructure Grant Program Proposal, which is included in this grant agreement as part of this Appendix A, as well as any subsequent modifications to the original grant proposal as approved by the State.

### **II. GRANT REIMBURSEMENT PROCESS**

Breakdown of project funds covered under this Agreement:

Grant Amount = \$458,370.40  
Matching Funds = \$496,538.60  
Total Grant Budget = \$954,909.00

The total payment made to the Grantee by the State shall not exceed \$458,370.40. Any additional costs associated with the project shall be the responsibility of the Grantee.

The Grantee is responsible for the payment of all eligible costs necessary to complete the project. The Grantee shall submit reimbursement requests to the State which specify the time period covered by the reimbursement request and the payments made by the Grantee during the time period. Grant reimbursements will be for up to 75 percent of the documented purchase expenditures, not to exceed the awarded grant amount, less a 5 percent retention amount that will be released upon approval of the final report. The final report is due six months after the infrastructure item(s) have been purchased and/or constructed, but no later than February 28, 2021.

A request for payment shall be submitted by the Grantee on a form provided by the State and shall include proof of payment to the vendor (such as canceled checks, ACH, wire transfer confirmations, bank statements, etc.) and proof of receipt of goods. Grantees will be reimbursed up to 75 percent of documented purchase expenditures, not to exceed the awarded grant amount. The remaining unreimbursed expenditures serve as the required match amount for the grant. Reimbursement forms will be available on the EGLE's Recycling Program website located at: <http://www.michigan.gov/mirecycles>.

The Grantee is responsible for ensuring that all partner entities fulfill their commitments under the grant proposal.

The Grantee is responsible for ensuring that all products requiring reimbursement acknowledge that the project was supported in whole or in part by the EGLE Recycling Grant Program.

### **III. REPORTING REQUIREMENTS**

The Grantee shall comply with all reporting requirements of the State during the Agreement Period.

## **QUARTERLY REPORT**

The Grantee shall submit the final quarterly status and financial report, including all supporting documentation for expenses, by September 30, 2020. Supporting documentation must include proof of payment and proof of receipt of goods.

**Quarterly progress and financial reports must be submitted at least every three months during the Agreement Period, even if no funds were expended.** Provide the following narrative using the numbers and headings listed below:

### **I. SUMMARY OF ACTIONS TAKEN DURING THE CURRENT PERIOD**

- A. Describe the tasks completed and how project funds were expended during the time period covered by the report. If no funds were expended during the current period, include a statement to that effect and explain why. A description of tasks completed during the current period must still be included.
- B. If any products were developed during the time period covered by the report, include a copy of the products with the report.

### **II. SUMMARY OF ACCOMPLISHMENTS DURING THIS PERIOD**

- A. Goals and objectives as set forth in the grant application and grant contract. List the project's stated goals and objectives and describe how the project is meeting them.
- B. Additional project accomplishments not included in original project goals and objectives.
- C. Project data: Provide any data collected during the current period, as described in the grant application incorporated with this contract. Attach available documentation which supports the data. If the data provided covers a previous reporting period, specify the dates which the data is from.

### **III. SUMMARY OF REMAINING ACTIONS TO BE TAKEN**

- A. Describe the remaining tasks to be completed and indicate whether or not these tasks will be completed within the approved project schedule. For tasks which will not be completed within the approved project schedule, discuss the reasons for the delay and provide the revised task completion date.

### **IV. PROBLEMS ENCOUNTERED DURING THIS PERIOD**

- A. Identify any problems encountered during the current reporting period and explain how they were resolved. Describe the impact these problems have had or will have on project design, completion, and operations.

### **V. ADDITIONAL COMMENTS**

- A. Provide any additional comments relevant to the status of the project and its operations.

### **VI. FINANCIAL DOCUMENTATION**

- A. Provide required documentation, including proof of payment and proof of receipt of goods, for funds expended during the reporting period.

## **FINAL PROJECT REPORT**

The purpose of the final project report is to provide the State with data on your project and a narrative discussion about your project, including an evaluation of the project to date. The final report is due six months after the infrastructure item(s) have been purchased and/or constructed, but no later than February 28, 2021. Retained funds will be forfeited by the Grantee if the final report is not accepted.

Identify the time period covered by the final project report. Provide the following narrative information using the numbers and headings listed below:

### **I. PROJECT DESCRIPTION**

- A. Provide a description of the project funded.
  - i. Provide a 4-5 sentence summary of the project, including the following information, as applicable: description of item purchased and/or constructed, geographical area served, population and/or number of households/units served, volume of containers, collection frequency, collection method, list of recyclable or organic materials collected, name and location of recycling processor, increase in processing capacity, and description of how project will be sustained beyond the grant timeline.
  - ii. Include any news articles and/or photographs as appropriate.
  - iii. Include the date project operations began and a discussion of the current status of project operations.
- B. List and explain the steps involved in completing the project, from planning through implementation to ongoing operations. Include the dates of major project activities and events.
- C. List and discuss other entities (e.g., companies, nonprofit groups, local units of government) that played a role in planning and implementing the project and briefly describe their role. Describe any formal agreements that were entered into as a part of project implementation.

### **II. PROJECT DATA**

- A. Diversion rate, participation rate, and geographical area. Project data must also be submitted through the ReTRAC system.
  - i. For the time period covered by this report, provide the quantity of recyclable or organic materials diverted, in tons or cubic yards /time period. Specify which recyclable or organic materials are included in this reported volume. Describe the methods for measuring these quantities.
  - ii. Provide diversion rates prior to the grant project, if known.
  - iii. For the time period covered by this report, provide information on the number of people and/or number of households/units served by the project. Describe the methods for measuring these numbers.
  - iv. Provide information on the number of people and/or number of households/units served prior to the grant project, if known.

- v. For the time period covered by this report, provide information on the geographical area served by the project.
  - vi. Provide previous information on the geographical area served by the program prior to the current grant project.
- B. Education and Outreach Program. Provide the following information for all project related promotional activities which have occurred as a result of the project:
- i. Types of groups (audience) targeted.
  - ii. Types of promotional materials developed.
  - iii. Methods used to distribute information or materials.
  - iv. Planned/future educational efforts.

**III. PROJECT COSTS:** Provide the following information regarding additional costs required to implement the project:

- A. Provide the dollar amounts and a description of all additional program related capital costs which have been incurred during the time period covered by this report. Identify the specific dates these costs were incurred.
- B. For the time period covered by this report, provide the dollar amounts and a description of all additional costs (beyond match) required to complete the project. Identify the specific dates these costs were incurred.
- C. For the time period covered by this report, provide the dollar amount and a description of the costs needed to operate the project.
- D. Describe the funding mechanisms utilized to operate and maintain the project activities.

**IV. PROJECT EVALUATION**

- A. Goals and Objectives. Summarize each of the project's goals and objectives as stated in your original proposal. Discuss (in both narrative and numerical terms) how well you are meeting each goal and objective. For each goal or objective that is not being met, discuss why.
  - i. If the project goals and objectives have changed from those that were originally established, discuss how and why. Also, discuss how these changes have impacted the final project.
  - ii. Recovery/Access/Participation Goals: As a part of the above discussion of project goals and objectives, identify the increase in either volume collected (in tons or cubic yards per year) by material type, or geographical access/population served that the project is currently achieving. If the project is not meeting its goals, provide a discussion on why these goals are not being met. Also, indicate what steps you are taking in order to meet the stated goals in the future, and provide a timeframe for meeting these goals.
- B. Discuss any project accomplishments not included in the project's original goals and objectives.

- C. Discuss the economic impact the project has had on the local economy. Include information on new jobs created and sustained and any other relevant economic information.
- D. List and describe all significant problems encountered during project implementation, including any cost overruns, institutional barriers, local issues, etc. Describe how the problems were addressed and resolved. Describe any impact these problems had in project design, implementation and/or ongoing operations.
- E. Describe the most successful components of the project and explain why you think they are successful.
- F. Describe the least successful components of the project and explain why you think they are not successful.
- G. Lessons Learned. Discuss any conclusions you have made about the technical and economic feasibility of carrying out a similar project. Identify what you would do differently if you were to carry out a similar project, and why.

## **V. ADDITIONAL COMMENTS**

- A. Provide any additional information relevant to the status of the project and its operations.

The quarterly and final project report must be signed by the authorized contact person for the project. Indicate any name, address or telephone number changes for the contact person and/or the project.

Submit the quarterly and final project reports to the attention of the State's contact at the following email address:

**EGLE-RecyclingGrant@michigan.gov**



**MEMORANDUM**

**TO:** Jan Anderson, Director, GSD  
David Bell, Director, BSEED  
Saskia Thompson, Director, DLBA  
Ron Brundidge, Director, DPW  
Donald Rencher, HRD

**FROM:** Hon. Scott Benson, City Council District 3

**CC:** Hon. Janice Winfrey, City Clerk  
Angel Squalls, Forestry  
Brian Farkas, DBA  
Stephanie Washington, City Council Liaison

**VIA:** Hon. Brenda Jones, City Council President

**DATE:** 4 October 2019

**RE:** CONSTITUENT CONCERNS

My office has received calls regarding the following 3<sup>rd</sup> District concerns, some of which have also been submitted into See, Click, Fix.

Demolition: The following homes need to be demolished

17408 McDougall	17552 McDougall	17447 McDougall
17801 McDougall	17802 McDougall	2141 Dearing

Sidewalks:

180511 Alcoy – tree roots have damaged and lifted pavement  
17624-26 Hoover – demolition process damaged next door sidewalk, which needs to be replaced  
19191 Shields – a tree that has been removed damaged sidewalk and needs to be repaired.

Blight Enforcement:

8087 Sirron – code enforcement for scattered trash and rodents. Home in general disrepair.  
19800 VanDyke – Masjid has trash bags in the parking area that have languished since May 2019.  
8103 Sirron – scattered trash

Forestry:

19248 Shields – Remove tree from DLBA property that has fallen on privately owned property and damaged fence.  
19234 Shields - Remove tree from DLBA property that has fallen on privately owned property and damaged fence.  
8095 Sirron – Prune City owned tree that is encroaching onto private property. Insurance company cancelled homeowner's insurance policy due to tree overhanging property owner's roof.  
18511 Alcoy – Tree needs to be pruned. Limbs continue to fall in to street and damage cars and property.

Please provide a status update and resolution to all of the above issues by 1 November 2019.