

**INTERNAL
OPERATIONS
STANDING
COMMITTEE**



28

February 7, 2020

TO: HONORABLE CITY COUNCIL

Re: Contracts and Purchase Orders Scheduled to be considered at the Formal Session for January 21, 2020

Please be advised that the Contract listed was submitted on January 15, 2020 for the City Council Agenda for January 21, 2020 has been amended as follows:

1. The **Total Contract Amount** was Submitted Incorrectly by the Office of Contracting and Procurement. Please see the correction(s) below:

Submitted as: Page 1

ELECTIONS

6002593 100% City Funding – To Provide Billboard Advertisement Pertaining to Important Election Dates and Additional Information. – Contractor: International Outdoor, Inc. – Location: 28423 Orchard Lake Road Suite 200, Farmington Hills, MI 48334 – Contract Period: Upon City Council Approval through January 17, 2023 – **Total Contract Amount: \$188,025.00.**

Should read as: Page 1

ELECTIONS

6002593 100% City Funding – To Provide Billboard Advertisement Pertaining to Important Election Dates and Additional Information. – Contractor: International Outdoor, Inc. – Location: 28423 Orchard Lake Road Suite 200, Farmington Hills, MI 48334 – Contract Period: Upon City Council Approval through January 17, 2023 – **Total Contract Amount: \$455,000.00.**

Respectfully Submitted,

Boysie Jackson
Chief Procurement Officer
BJ/AV

BY COUNCIL MEMBER: _____

RESOLVED, that **Contract #6002593** referred to in the foregoing communication dated January 15, 2020 be hereby and is approved.



LAW DEPARTMENT

Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 500
Detroit, Michigan 48226-3437

Phone 313-224-4550
Fax 313-224-5505
www.detroitmi.gov

29

February 6, 2020

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

Re: Ordinance to Establish District 4 Community Advisory Council

Honorable City Council:

The Department of Elections has requested that the Law Department prepare an ordinance to amend Chapter 12 of the 2019 Detroit City Code, *Community Development*, by amending Article II, *Community Advisory Councils*, by adding a Community Advisory Council for District 4.

We are available to answer any questions that you may have concerning this proposed ordinance.

Thank you for your consideration.

Respectfully submitted,

Tonja R. Long

Supervising Assistant Corporation Counsel

Enclosure

SUMMARY

This ordinance amends Chapter 12 of the 2019 Detroit City Code, *Community Development*, Article II, *Community Advisory Councils*, Division 1, *In General, Creation and Dissolution of Community Advisory Councils*, by amending Section 12-2-8, *Community Advisory Councils established or dissolved*, to establish the Community Advisory Council for District 4.

1 **BY COUNCIL MEMBER _____** :

2 **AN ORDINANCE** to amend Chapter 12 of the 2019 Detroit City Code, *Community*
3 *Development*, Article II, *Community Advisory Councils*, Division 1, *In General, Creation and*
4 *Dissolution of Community Advisory Councils*, by amending Section 12-2-8, *Community Advisory*
5 *Councils established or dissolved*, to establish the Community Advisory Council for District 4.

6 **IT IS HEREBY ORDAINED BY THE PEOPLE OF THE CITY OF DETROIT**
7 **THAT:**

8 **Section 1.** Chapter 12 of the 2019 Detroit City Code, *Community Development*, be
9 amended by amending Article II, *Community Advisory Councils*, Division 1, *In General; Creation*
10 *and Dissolution of Community Advisory Councils*, Section 12-2-8 to read as follows:

11 **CHAPTER 12. COMMUNITY DEVELOPMENT**

12 **ARTICLE II. COMMUNITY ADVISORY COUNCILS**

13 **Division 1. In General; Creation and Dissolution of Community Advisory Councils**

14 **Sec. 12-2 -8. Community Advisory Councils established or dissolved.**

15 (a) District 1. The Community Advisory Council for District 1 has not yet been
16 established in accordance with Section 9-102 of the Charter.

17 (b) District 2. The Community Advisory Council for District 2 has not yet been
18 established in accordance with Section 9-102 of the Charter.

19 (c) District 3. The Community Advisory Council for District 3 has not yet been
20 established in accordance with Section 9-102 of the Charter.

21 (d) District 4. The Community Advisory Council for District 4 ~~has not yet been~~
22 ~~established in accordance with Section 9-102 of the Charter.~~

23 (1) In accordance with Section 12-2-3 of this Code:

1 a. After canvassing petitions that were filed by qualified registered voters of
2 the district, the Department of Elections found that at least ten percent of
3 the qualified registered voters of the district who voted in the November 7,
4 2017, Regular City Election in the district signed the petitions; and

5 b. After receiving the report from the Department of Elections, the City
6 Council found, through adoption of a resolution on February 3, 2020, that
7 at least ten percent of the qualified registered voters of the district who voted
8 in the November 7, 2017 Regular City Election in the district have signed
9 the petitions.

10 (2) Because the requirements of Section 12-2-3 of this Code have been met, the
11 Community Advisory Council for District 4 is established.

12 (e) District 5. The Community Advisory Council for District 5 has not yet been
13 established in accordance with Section 9-102 of the Charter.

14 (f) District 6. The Community Advisory Council for District 6 has not yet been
15 established in accordance with Section 9-102 of the Charter.

16 (g) District 7. The Community Advisory Council for District 7:

17 (1) In accordance with Section 12-2-3 of this Code:

18 a. After canvassing petitions that were filed by qualified registered voters of
19 the district, the Department of Elections found that at least ten percent of
20 the qualified registered voters of the district who voted in the November 5,
21 2013 Regular City Election in the district signed the petitions; and

22 b. After receiving the report from the Department of Elections the City
23 Council found, through adoption of a resolution on September 16, 2014,

1 that at least ten percent of the qualified registered voters of the district who
2 voted in the November 5, 2013 Regular City Election in the district have
3 signed the petitions.

4 (2) Because the requirements of Section 12-2-3 of this Code have been met, the
5 Community Advisory Council for District 7 is established.

6 **Section 2.** All ordinances, or parts of ordinances, that conflict with this ordinance are
7 repealed.

8 **Section 3.** This ordinance is declared necessary for the preservation of the public peace,
9 health, safety, and welfare of the People of the City of Detroit.

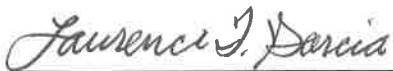
10 **Section 4.** Where this ordinance is passed by a two thirds (2/3) majority of City Council
11 Members serving, it shall be given immediate effect and shall become effective upon publication
12 in accordance with Section 4-118(1) of the 2012 Detroit City Charter. Where this ordinance is
13 passed by less than two thirds (2/3) majority of City Council Members serving, it shall become
14 effective thirty (30) days after publication in accordance with Section 4-118(2) of the 2012 Detroit
15 City Charter.

16 **Approved as to form:**

17

18

19



20

Lawrence T. García

21

Corporation Counsel



LAW DEPARTMENT

Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 500
Detroit, Michigan 48226-3437

Phone 313-224-4550
Fax 313-224-5505
www.detroitmi.gov

January 24, 2020

HONORABLE CITY COUNCIL

RE: State Farm Mutual Ins. Co v City of Detroit
Case No: 19-166652-GC
File No: L19-00521 TO

We have reviewed the above-captioned lawsuit, the facts and particulars of which are set forth in a confidential memorandum that is being separately hand-delivered to each member of Your Honorable Body. From this review, it is our considered opinion that a settlement in the amount of **Ten Thousand Six Hundred Two Dollars and 92/Cents (\$10,602.92)** is in the best interest of the City of Detroit.

We, therefore, request authorization to settle this matter in the amount of **Ten Thousand Six Hundred Two Dollars and 92/Cents (\$10,602.92)** and that Your Honorable Body direct the Finance Director to issue a draft in that amount payable to **STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY**, to be delivered upon receipt of properly executed Releases and Stipulation and Order of Dismissal entered in Lawsuit No.19-166652-GC, approved by the Law Department.

Respectfully submitted,

/s/ Theresa Ouellette

Assistant Corporation Counsel

APPROVED: FEB 06 2020

LAWRENCE GARCIA
Corporation Counsel

BY: */s/ Yvonne R. Bradley*
Yvonne R. Bradley
Supervising Assistant Corporation Counsel

Attachments

CITY CLERK 2020 FEB 7 PM 12:15Z

R E S O L U T I O N

BY COUNCIL MEMBER _____:

RESOLVED, that settlement of the above matter be and is hereby authorized in the amount of **Ten Thousand Six Hundred Two Dollars and 92/Cents (\$10,602.92)**; and be it further

RESOLVED, that the Finance Director be and is hereby authorized and directed to draw a warrant upon the proper account in favor of and **STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY**, in the amount of **Ten Thousand Six Hundred Two Dollars and 92/Cents (\$10,602.92)** in full payment for any and all claims which State Farm Mutual Automobile Insurance Company may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about, and otherwise set forth in Case No.19-166652-GC, that said amount be paid upon receipt of properly executed Releases, Stipulation and Order of Dismissal entered in Lawsuit No. 19-166652-GC and, where deemed necessary by the Law Department a properly executed Medicare/CMS Final Demand Letter.

APPROVED:
LAWRENCE GARCIA
Corporation Counsel

BY: */s/ Yvonne R. Bradley*
Yvonne R. Bradley
Supervising Assistant Corporation Counsel

Approved by City Council: _____

Approved by the Mayor: _____



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LAW DEPARTMENT

Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 500
Detroit, Michigan 48226-3437

Phone 313-224-4550
Fax 313-224-5505
www.detroitmi.gov

Date: February 6, 2020
To: Honorable City Council
From: Law Department *AWP*
Re: Legal Analyses of Lending of Credit Issues in General and Specific Analysis
Relative to the Proposed Right to Counsel Ordinance

The Law Department has submitted a privileged and confidential opinion, dated February 5, 2020, regarding the above-referenced matter.



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

32

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

January 7, 2020

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

RE: Request to Accept and Appropriate a Sub-award from the FY 2018 Skillman Community Education Commission Grant

The Community Education Commission has awarded the City of Detroit Mayor's Office with the FY 2018 Skillman Community Education Commission Grant for a total of \$86,250.00. The grant is a sub-award from the Skillman Foundation. There is no match requirement for this grant.

The objective of the grant is to support the position of the Director of Youth Services. The funding allotted to the department will be utilized to provide salary and fringe costs in order to develop and oversee programs and initiatives that improve the quality of life for youth in the City of Detroit.

If approval is granted to accept and appropriate this funding, the appropriation number is 20769.

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

Sincerely,
DocuSigned by:

A38B48C2052F48B...

Ryan Friedrichs
Director, Office of Development and Grants
CC:
Katerli Bounds, Deputy Director, Grants
Sajjiah Parker, Assistant Director, Grants

DocuSigned by:

1E1A2A8BD6C84B3...

Office of Budget
DocuSigned by:

3925B7659A3D409

Agreement Approved as to Form
By the Law Department

CITY CLERK 2020 FEB 7 AM 10:58



Office of Development and Grants

RESOLUTION

Council Member _____

WHEREAS, the Mayor's Office is requesting authorization to accept a grant from the Community Education Commission, in the amount of \$86,250.00, to support the position of the Director of Youth Services; and

WHEREAS, the Law Department has approved the attached agreement as to form; 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 20769, in the amount of \$86,250.00, for the FY 2018 Skillman Community Education Commission Grant.

**SUB-GRANT AGREEMENT
BETWEEN
THE COMMUNITY EDUCATION COMMISSION
AND
THE CITY OF DETROIT**

This Sub-Grant Agreement (“Agreement”) is entered into by and between **THE COMMUNITY EDUCATION COMMISSION**, a Michigan non-profit located at 18100 Meyers Road, Upper Level, Detroit, Michigan 48235 (“CEC”) and **THE CITY OF DETROIT**, a Michigan municipal corporation acting through its Office of the Mayor, located at 2 Woodward Avenue, Suite 1126, Detroit, Michigan 48226 (“CITY”). The CEC and the CITY may each be referred to herein as a “Party” or collectively as the “Parties” to this Agreement, as applicable.

RECITALS

Whereas, the CITY seeks to support the youth of Detroit through a variety of educational, economic empowerment, and social service initiatives, which are coordinated by its Director of Youth Services; and

Whereas, the CEC is dedicated to breaking down barriers that prevent families from accessing quality schools in Detroit by providing supplementary support to ensure that Detroit youth have access to high-quality schools, transportation, after-school programming, and community information; and

Whereas, the CEC has been awarded a grant (“Grant”) from the Skillman Foundation (“Foundation”), a portion of which in the amount of Eighty-Six Thousand, Two Hundred and Fifty and 00/100 Dollars (\$86,250.00) (“Grant Funds”) has been allocated for purposes of supporting the Director of Youth Services position (“Project”); and

Whereas, a copy of the Grant award is attached hereto as Exhibit A; and

Whereas, the CEC desires to sub-grant the Grant Funds to the CITY to support the Director of Youth Services position;

NOW THEREFORE, the CEC and the CITY agree as follows:

Section 1: Director of Youth Services Position. The scope of the position of the Director of Youth Services encompasses the development and oversight of programs and initiatives that improve the quality of life for youth in the City of Detroit, including the expansion of early childhood education after school programming opportunities, and the development of education-related policy on behalf of the CITY, as well as coordination of efforts with city, state and federal partners to deliver high-quality services and support children on the path to academic, social and economic success. The complete description of the position of the Director of Youth Services is attached hereto as Exhibit B. The Parties acknowledge that the scope of this position, including its associated responsibilities and authorities, has been established solely by the CITY in furtherance

City of Detroit 12/18/2019

of its public priorities, and the Parties agree that nothing in this Agreement serves to, or should be construed as having the effect of, altering the scope of this position in any way.

Section 2: Sub-Grant of Grant Funds. The Parties acknowledge their understanding that the Grant Funds represent the complete sub-grant from the Grant by the CEC to the CITY under this MOU and that the CEC does not intend to sub-grant to the CITY and the CITY does not intend to receive from the CEC any funds under this MOU other than the Grant Funds. The Parties agree that the Grant Funds will be disbursed by the CEC to the CITY as a single payment of one lump-sum. The City will establish a segregated account for the Grant Funds (“Account”). As soon as practicable upon the Effective Date of this Agreement, as defined in Section 11 herein, the CITY will provide to the CEC complete wiring instructions and other directions as may be necessary for successful transfer of the Grant Funds to the Account. Promptly upon receipt of such directions, the CEC will execute transfer of the Grant Funds to the CITY, the receipt of which will be immediately acknowledged by the CITY in writing. If the CEC requires such acknowledgment to be in any particular form for purposes of compliance with the Grant, it may notify the CITY of such requirements and the CITY will make reasonable efforts to provide its acknowledgement in such form, to the extent feasible.

Section 3: Grant Compliance. The CITY acknowledges that as a sub-grantee to the Grant, it is subject to certain terms, conditions, deliverables, and other requirements associated with the Grant (collectively, “Grant Requirements”). The CITY agrees that it will comply with all applicable Grant Requirements, as they are set forth in the Grant award, in this Agreement, or as reasonably communicated by notice from the CEC to the CITY. Specific Grant Requirements include, but are not limited to:

- A. The CITY will disburse Grant Funds from the Account solely for the purposes of supporting the position of the Director of Youth Services, in accordance with the terms of this Agreement.
- B. The Director of Youth Services will, to the extent within the scope of his or her position:
 1. Serve as the primary point of contact on behalf of the CITY to the CEC and as a liaison between the CEC and CITY, including its various departments and agencies.
 2. Support efforts to increase access to quality educational opportunities for Detroit youth and their families, including but not limited to providing advisory, strategic, and operational support to those CEC projects and initiatives, such as for example the GOAL Line Program, the expansion of afterschool programs, and access to early learning opportunities, among others.
 3. Organize and participate in regular meetings between CEC and CITY personnel on a weekly basis, or other frequency as may be agreed upon between the Parties.
- C. The CITY will support the CEC’s collection and preparation of various data, reports, and other documentation for purposes of compliance with the Grant Requirements. The CEC acknowledges that as the grantee of the Grant it remains ultimately responsible for

City of Detroit 12/18/2019

compliance with all reporting requirements and submission of all reports and other compliance documentation to the Foundation. However, the CITY will make reasonable efforts to assist and support the CEC in achieving such compliance, including for example data collection, analysis, and preparation of draft reports.

The Parties agree that to whatever extent the Director of Youth Services may, within the scope of his or her position as an employee of the CITY, support, communicate or coordinate with, participate in, or otherwise engage CEC personnel, projects, or other activities, the Director of Youth Services shall serve in a purely advisory capacity and will have no managerial, decision making, or agency on behalf of the CEC or its personnel or activities. The CEC has no obligation, arising out of this Agreement, the Grant Requirements, or otherwise, to accept or comply with any direction or advisement provided by the Director of Youth Services.

Section 4: Meetings. The Parties will meet at their mutual convenience, whether in person or via video conference, telephone, or other convenient means on a periodic basis to review the progress of each Party's activities under this Agreement, to coordinate further activities as may be necessary in furtherance of the purpose of this Agreement, and to discuss other relevant issues that may arise from time to time.

Section 5: Recordkeeping and Reporting. Each Party will maintain information pertinent to its activities under this Agreement for at least three (3) years following the conclusion or earlier termination of this Agreement, but in no case for less time than may be required to maintain compliance with Applicable Laws and the Grant Requirements or other requirements of the Foundation.

Section 6: Indemnification. The CEC will indemnify, defend, and hold the CITY harmless against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses for attorneys, expert witnesses and other consultants) that may be imposed upon, incurred by, or asserted against the CITY or its departments, officers, employees, or agents by reason of (a) any grossly negligent act, error, or omission caused by the CEC, (b) any failure by the CEC to perform its obligations under this Agreement, or (c) any injury to the person or property of an employee of the CITY where such injury arises out of the CEC's performance under this Agreement.

Section 7: Compliance with Laws. Each Party acknowledges that it is individually responsible for maintaining compliance in all respects with all applicable federal, state, and local laws, rules, regulations, and orders having the binding effect of law (collectively, "Applicable Laws"). Neither Party will be responsible for ensuring the other Party's compliance with Applicable Laws at any time, unless so required under Applicable Laws.

The Parties understand that Grant Funds will be used in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders, including, but not limited to, the USA Patriot Act of 2001 and Executive Order No. 13224. The Parties will make reasonable efforts to prevent Grant Funds from being disbursed, either directly or indirectly, to any organization or individual listed on the United States Terrorist Exclusion List or the Office of Foreign Assets Control Specially Designated Nationals & Blocked Persons List. In addition, the

Parties will take reasonable steps to ensure that their board members, staff members, agents, and volunteers have no dealings whatsoever with the above referenced organizations or individuals.

Section 8: Non-Discrimination. The Parties will, in performing its activities set forth herein, refrain from refusing, restricting, withholding, or denying any accommodations, services, privileges, advantages or facilities or otherwise discriminating, whether directly or indirectly, on the basis of race, color, ethnicity, national origin, religious beliefs or practices, age, disability, pregnancy, marital status, parental status, military status, employment or educational status, gender, sex, sexual orientation, gender identity or expression, or any other protected classification, in accordance with Chapter 23 of the 2019 Detroit City Code and other Applicable Laws.

Section 9: Accordance with Tax-Exemption. The Parties understand that the CEC is incorporated as a nonprofit corporation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (“Section 501(c)(3)”). The Parties will use best efforts to perform all activities as part of the Project in accordance with the CEC’s nonprofit status and to refrain from any activities that could foreseeably jeopardize such status, including but not limited to efforts to influence legislation or participate or intervene in any political campaign on behalf or in opposition to any candidate for public office or otherwise engage in the carrying on of propaganda, within the meaning of Section 501(c)(3). In the event that the CEC determines, in its sole but reasonable discretion, that any activities arising from this Agreement could foreseeably jeopardize its tax-exempt status, it may terminate this Agreement immediately and wind down the activities hereunder as contemplated by Section 11 of Agreement.

Section 10: Avoidance of Conflicts. Neither Party presently has any interest, direct or indirect, and does not intend during the Term of this Agreement to acquire any such interest or employ any person having any such interest, which would conflict in any manner or degree with the performance of this Agreement.

Section 11: Effective Date, Term, and Termination. This Agreement will be effective as of the date upon which it has been duly signed and executed by an authorized representative of each of the Parties, approved by the City of Detroit Law Department, and adopted by resolution of the Detroit City Council, in accordance with the terms of the 2012 City Charter (“Effective Date”). This Agreement will be effective for a period equal to the longer of (a) the term of the Grant, or (b) two (2) years, and will remain in effect until its expiration or earlier termination by the Parties (“Term”). Upon completion of the Term, this Agreement will cease to serve as a binding agreement between the Parties.

This Agreement can be terminated for cause by either Party upon a finding of material breach and failure to cure such breach by the other Party. If a Party determines that the other Party is in material breach of this Agreement, it may provide written notice of such determination that other Party. The breaching Party will have thirty (30) days after such written notice to cure the breach. If the breaching Party fails to timely cure, the Party not in breach may terminate this Agreement, effective fifteen (15) days after giving notice of termination to the breaching Party. This Agreement can be terminated without cause by mutual agreement of the Parties. Such mutual agreement must be in writing and executed by both Parties, and is effective thirty (30) days following the date of its execution by both Parties.

Upon the expiration or termination of this Agreement, each Party will wind down its activities under this Agreement so as to reasonably minimize the inconvenience to the other Party. Among other wind down activities, CEC will notify the Foundation of the expiration or termination of the Agreement and advise the CITY of any final Grant Requirements for which its support may be necessary. Additionally, the CITY will provide to the CEC a final accounting for all Grant Funds, including reporting of any Grant Funds that remain unexpended. The CITY will transfer all Grant Funds that remain unexpended upon the expiration or earlier termination of this Agreement to the CEC according to wiring instructions and other direction that the CEC may provide for such purpose. Upon receipt from the CITY, the CEC will bear sole responsibility to return such unexpended Grant Funds to the Foundation or otherwise manage such unexpended Grant Funds in accordance with the directions or other requirements of the Foundation. The Parties understand and agree that, upon expiration or termination of this Agreement, the CITY has no obligation to terminate or otherwise wind down its employment of the Director of Youth Services.

Section 12: Amendments. No amendment to this Agreement will be effective unless it is in writing, expressly references this Agreement, is executed by a duly authorized representative of each Party and is approved in accordance with the procedure for approval of this Agreement.

Section 13: Notices. Notices, requests, notifications, and other communications (collectively, "Notices") related to this Agreement by either Party will be given in writing, signed by an authorized representative of the Party, and hand delivered, mailed by first-class mail or by overnight courier, or emailed with receipt confirmation enabled, and addressed as follows:

If to the CEC: Community Education Commission
18100 Meyers Road, Upper Level
Detroit, Michigan 48235
Attention: Stephanie A. Young, Executive Director
Email: sayoung@cecdetroit.org

If to the CITY: City of Detroit
2 Woodward Avenue, Suite 1126
Detroit, Michigan 48226
Attention: Monica Rodriguez, Director of Youth Services
Email: rodriguezmo@detroitmi.gov

Section 15: Miscellaneous Terms.

A. Independent Parties. Each Party acknowledges that the CEC and the CITY are independent of each other and do not intend, as a result of this Agreement or otherwise, to become a joint venture, partners, employees, servants, agents, representatives, contractors, or any type of related business entities to one another with respect to the subject matter of this Agreement.

B. Assignment. This Agreement sets forth each Party's intended activities in furtherance of the purpose of this Agreement and neither Party intends to delegate or assign this Agreement, or

any portion of this Agreement, either voluntarily or involuntarily, or by operation of law, without the prior written notice to the other Party.

C. Merger. This Agreement sets forth the entire understanding between the Parties as to their activities in the purpose of this Agreement and all prior discussions, negotiations, communications, and understandings, whether written or verbal, are hereby merged into this Agreement.

D. Choice of Law and Venue. The Parties acknowledge that this Agreement will be governed by the laws of the State of Michigan, excluding its choice of laws rules. Any legal suit, action or proceeding arising out of this Agreement will be instituted in the federal courts of the United States of America or the courts of the State of Michigan, in each case located in the City of Detroit and County of Wayne, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

E. Severability. In the event that any provision in this Agreement is found by a court to be impermissible or illegal, then that provision shall be stricken from the Agreement and shall be replaced by a provision that is permissible and legal and by mutual agreement of the Parties comes closest to expressing the intent of the stricken provision. The remainder of the Agreement shall remain in full force and effect in accordance with its original overall intent.

F. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, all of which together shall constitute but one document. Each counterpart may be executed by facsimile or electronic signature, which will be deemed to be an original signature, to the extent permitted by Applicable Laws.

[Signatures Provided on Next Page]

12/16/2019

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates shown below, to be effective as of the Effective Date.

COMMUNITY EDUCATION COMMISSION,
a Michigan nonprofit corporation

By: Steph A. Young
Name: Stephanie A. Young
Its: Executive Director
Date: Jan. 6, 2020

CITY OF DETROIT,
a Michigan municipal corporation

By: _____
Name: _____
Its: _____
Date: _____

THIS CONTRACT WAS APPROVED BY
THE CITY COUNCIL ON _____

APPROVED BY LAW DEPARTMENT
PURSUANT TO SECTION 7.5-206 OF
THE CHARTER OF THE CITY OF
DETROIT

Corporation Counsel Date

**THIS AGREEMENT IS NOT VALID OR AUTHORIZED UNTIL APPROVED BY
RESOLUTION OF THE CITY COUNCIL**

City of Detroit 12/18/2019

EXHIBIT A:
Community Education Commission Grant Award

[Attached]



July 9, 2018

Ms. Stephanie Young
Executive Director
Community Education Commission d/b/a Excellent Schools Detroit
2111 Woodward Ave.
Detroit, MI 48201

Re: Grant #2018000366

Dear Ms. Young,

I am pleased to inform you that the Skillman Foundation has approved a grant to Community Education Commission d/b/a Excellent Schools Detroit in the amount of \$1,200,000 over three years: \$450,000 in 2018; \$400,000 in 2019; and \$350,000 in 2020. The grant provides a commitment to support the launch and operation of a citywide Community Education Commission that would serve multiple critical functions targeted to enable parents and facilitate important supports and opportunities for collaboration across district and charter schools. The preliminary target program will focus on launching a pilot transportation and afterschool programming loop to attract students back. This grant has been assigned the number #2018000366. *Please include this number in all future correspondence and reports concerning this grant.*

In support of our shared objectives, the Foundation will:

- Assign a program officer to work with you over the course of the grant project to ensure that the grant is successful. Please contact Punita Thurman, at (313) 393-1291 or pthurman@skillman.org, if you have any questions or concerns.
- Make available to you information and technical assistance, as appropriate and available, to support your work.

The Foundation anticipates that the grant will enable Community Education Commission d/b/a Excellent Schools Detroit to accomplish the following results:

- Conduct a neighborhood listening tour to solicit feedback and assess neighborhood level needs around which the Community Education Commission can engage
- Identify, name and on-board 9 -11 members to provide advisory leadership to the mayor around the activities of the Community Education Commission
- Develop a robust multi-year cost model and operation design around a transportation pilot in the Northwest loop that will attract students back to Detroit schools that will reach nearly 1000 students and increases enrollment by 25% at loop schools
- Explore possibility of a parent guide for families to be launched by summer 2018 that provides information about school options

100 Talon Centre Dr. Suite 100
Detroit, Michigan 48207

PHONE: (313) 393-1185 URL: www.skillman.org EMAIL: into@skillman.org [f](#) [TheSkillmanFoundation](#) [t](#) [SkillmanFound](#)

GRANT AGREEMENT

Community Education Commission d/b/a Excellent Schools Detroit

Grant #1806-2018000366

July 9, 2018

This grant will be considered a success if Community Education Commission d/b/a Excellent Schools Detroit achieves the following outcomes:

- Enabling the launch and operations of a Community Education Commission that is positively regarded as an unbiased body of community leaders charged with identifying important supports for Detroit schools and families
- Supporting high impact activities and supports that enable and support quality schools and services for families

The enclosed Grant Agreement sets forth the terms and conditions of this grant including instructions for payment of the grant, reporting requirements and tips for publicizing your grant.

The Foundation makes electronic grant payments. Please complete the Grant Partner Electronic Payment Authorization Agreement and return it with a void check to eft@skillman.org. A payment in the amount of \$450,000 in fulfillment of the grant will be forwarded to you upon receipt by the Foundation of a properly signed Grant Agreement, Grant Partner Electronic Payment Authorization Agreement, void check and revised budget (if necessary).

Sincerely,



Tonya Allen
President and CEO

TA:dc
Enclosures

Cc: Ms. Monique Marks, Board Chair, Community Education Commission
Ms. Alexis Wiley, Chief of Staff, City of Detroit

GRANT AGREEMENT
Community Education Commission d/b/a Excellent Schools Detroit
Grant #1806-2018000366
July 9, 2018

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GRANT TERMS AND CONDITIONS

1. The term for this grant is from the date of payment to 07/01/2021. Any funds not expended during this period must be returned to the Foundation, unless an extension of the grant period has been approved.
2. The grant, including any interest earned on grant funds, will be expended solely in support of the program's purposes and budget detailed in your proposal submitted on 05/21/2018. The funds are payable only to Community Education Commission d/b/a Excellent Schools Detroit.
3. The grant partner will request in writing and receive advance approval from the Foundation for:
 - a) substantive changes to the program's purposes or outputs;
 - b) line item changes to the budget which amount to more than 10% of the grant award;
 - c) extensions of the grant period beyond the end of the grant term.
4. Funding in future years is contingent upon satisfactory completion of the preceding year's performance. Satisfactory performance is determined by your communication with your program officer, reports, site visits, and achievement of program objectives outlined in your application, and submission of a multi-year application. The Foundation reserves the right to discontinue funding of the grant and cancel any commitment beyond the first year if the program's performance is unsatisfactory or a multi-year application is not submitted.
5. Please notify the Foundation about any changes in key personnel of the organization or project, change in address or phone number, change in name of the organization and any development that significantly affects the operation of the project or the organization.
6. The grant partner hereby agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Foundation, its officers, directors, employees and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorney's fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of grant partner, its employees, or agents, in applying for or accepting the grant, in expending or applying the grant funds or in carrying out any project or program supported by the grant, except to the extent that such claims, liabilities, losses, and expenses arise from in connection with any act or omission of the Foundation, its officers, directors, employees or agents.
7. The Foundation may terminate this agreement or withhold payments, or both if the grant partner does not meet the terms and conditions. If termination or withdrawal of payment is being considered by the Foundation, the Foundation and the grant partner will work together to resolve the non-compliance issues cited by the Foundation.

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Please follow the instructions provided by *DocuSign* to sign the Grant Agreement. A payment in the amount of \$450,000 will be forwarded to you upon receipt by the Foundation of the Grant Agreement signed by your organization's Board Chair and *either* the President, CEO or Executive Director, the Grant Partner Electronic Payment Authorization Agreement, and revised budget (if the approved amount is different from the amount requested).

REPORTING REQUIREMENTS

All reporting requirements will be completed through the Fluxx system.

Report Type	Scheduled Due Date	Status
EFT Form Report	07/03/2018	new
Progress Report	04/01/2019	new
EFT Form Report	07/03/2019	new
Progress Report	04/01/2020	new
EFT Form Report	07/03/2020	new
Progress Report	04/01/2021	new
Final Report	08/01/2021	new

In addition to the interim and final report, your program officer will schedule a three-and sixth-month check in with you. Please be prepared to update on the status of the grant and the organization, budget, successes, challenges and lessons learned as well as anything you would like the Foundation to know about the grant.

In making this grant, the Foundation has entered into a partnership with the grant partner to accomplish the purposes of the grant. It is important for the grant partner to inform the Foundation of all activities (both good and disappointing) of the grant. Reports will be submitted through the Foundation's online reporting system. Please notify the Foundation if the report deadlines cannot be met and request an extension of the deadline. Subsequent grants are contingent upon submission of required reports.

1. Each interim report will include:
 - a) Progress made to date towards achieving your project outcomes and outputs; the status of implementation of project outputs; status of any key staff changes in either the organization or project; status of external evaluation if applicable; and a description of important and noteworthy things that have happened in the project to date.
 - b) A template will be available within the Fluxx to provide an expenditure of the funds to date, including a detailed comparison of actual expenses to the approved line-item budget. Include an explanation for any overages and/or unspent funds and a revised budget if appropriate.
2. Each final report will include:

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July 9, 2018

- a) The status of results achieved for each outcome; a description of how project outputs were implemented to achieve the project goal(s); data on the number, age-ranges and gender of the population served by your project; if applicable, a description of how the project contributed to increasing one or many of the Skillman indicators: increased 3rd grade reading proficiency, 90 percent four-year high school graduation rate, increased 24-month college persistence, increased number of young people in college or employed "opportunity youth" and increase in youth perception of hope and opportunity; how the project can be used as a model to increase the scale of services in the city of Detroit to serve more families, youth and children, to build systems and/or connect partners; a description of important lessons learned from the project; and how the work can be sustained.
 - b) A template will be available within Fluxx. An expenditure report of the funds, including a detailed comparison of actual expenses to the approved line-item budget. Include an explanation for any overages and/or unspent funds and a revised budget if appropriate.
3. If you need to make adjustments to your grant, please contact your program officer immediately. Your program officer will work with you to determine if a change to your grant is possible.
 4. The grant partner is expected to maintain complete books and records of revenues and expenditures relating to the grant, together with supporting documentation. The grant partner's books and records shall be made available for the Foundation's inspection at reasonable times for the purpose of making such financial audits, verifications or program evaluations as the Foundation deems necessary concerning the grant. Records of receipts and expenditures under the grant, as well as copies of the reports submitted to the Foundation, must be kept for at least four (4) years following completion of the grant term.

PUBLICIZING THE GRANT

1. Grant partners are encouraged to publicize the grant, especially when this might stimulate additional support or help spread the word about important new projects. Please acknowledge the Foundation in any press releases, credits or publications that mention activities supported by this grant and send copies of these to the Foundation when possible. Attached is the Foundation's standard press release. Please review copies of your press release with your Program Officer before releasing it to the public.
2. The Foundation updates a grant awards list on its website and periodically sends out press releases announcing grants to the media. If the grant partner is contacted by the media for more details regarding the project and is interviewed regarding the project, the Foundation would appreciate the grant partner acknowledging the support of the Foundation.

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GRANT PARTNER CERTIFICATIONS

1. I certify that Community Education Commission d/b/a Excellent Schools Detroit:
 - a) is a tax-exempt organization as described in Internal Revenue Code Sections 501(c)(3) or 170(b)(1)(A) [other than clauses (vii) and (viii)];
 - b) if appropriate, has received an IRS determination letter that qualifies it as a publicly supported organization under Section 509(a) of the Internal Revenue Code;
 - c) has not had a notice of a change of its non-private foundation status published by the IRS nor received notice from the IRS that it will be deleted from such status;
 - d) has not, since the date of its determination letter, to the best of my knowledge and belief, changed its basic purposes or the manner of conducting its affairs in any way that might affect the continuation of its tax-exempt or non-profit foundation status; and
 - e) knows of no basis on which the organization could be considered to be controlled directly or indirectly by the Skillman Foundation.
 - f) is in compliance with all applicable anti-terrorist financing and asset control laws and regulations.
 - g) has all licenses, qualifications, registrations and permits as are necessary under the laws of Michigan or other jurisdictions in which ownership or use of the property and assets owned or used by Community Education Commission d/b/a Excellent Schools Detroit, or the nature of the activities conducted by Community Education Commission d/b/a Excellent Schools Detroit, requires such license, qualification, registration or permit.
2. And that grant funds received from the Skillman Foundation shall not be used:
 - a) to influence the outcome of any specific public election, or carry on, directly or indirectly, any voter registration drive to influence a specific legislative issue (within the meaning of Section 4945(d)(2) of the Internal Revenue Code);
 - b) for any grant which does not comply with requirements of Section 4945(d)(3) or (4) of the Internal Revenue Code; or
 - c) for any purposes other than those specified in Section 170(c)(2)(B) of the Internal Revenue code.
 - d) to fund any form of violent political activity, terrorism or terrorist organization.
3. And that if the organization carries on propaganda, or otherwise attempts to influence legislation (within the meaning of Section 4945(d)(1) of the Internal Revenue Code), then either
 - a) the grant of funds received from the Skillman Foundation is a general support grant which has not been earmarked to be used in an attempt to influence legislation, or
 - b) the grant of funds received from the Skillman Foundation is a specific project grant (a) which grant has not been earmarked to be used in an attempt to influence legislation and (b) which grant, together with other grants by the Skillman Foundation for the same project for the same year, does not exceed the amount budgeted, for the year of the grant, by the organization for activities of the project that are not attempts to influence legislation.

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July 9, 2018

ACCEPTED AND AGREED:

Please follow the directions via *DocuSign* to complete the signatures.

Organization: _____

By: _____
DocuSigned by:
Stephanie H. Young
Board Chair (Signature)
08E95D0D717344F...

By: _____
DocuSigned by:
Stephanie H. Young
Board Chair (Type or Print) **Title (Type or Print)**
7F182D7E42C65172...
President/CEO/Executive Director
(Signature)

President/CEO/Executive Director **Title (Type or Print)**
(Type or Print)

Date: _____

**EXHIBIT B:
CITY Director of Youth Services Description**

Description

Job Overview

The Director of Youth Services will develop and oversee programs and initiatives that improve the quality of life for youth in the City of Detroit. The Director will coordinate efforts with city, state and federal partners to deliver high-quality services and support children on the path to academic, social and economic success. Examples of responsibilities are as follows:

Examples of Duties

Expanded Access to Early Childhood Education

- Oversee the City's efforts to expand access to universal Pre-K for Detroit's youth.
- Work closely with state leaders and childcare providers to ensure a high standard of services and equitable access to early childhood opportunities.
- Align early childhood efforts with the broader Detroit K-12 landscape to create a more holistic, integrated education system.
- Coordinate with members of the city-level agencies, Detroit Public Schools and the city's robust philanthropic community to ensure that early childhood programs support parents' ability to work and put children on a path to success.
- Develop metrics to monitor quality and oversee a continuous quality improvement model for city-funded programs.
- Seek innovative solutions to attract and retain members of the early care and education workforce.

After-School Programming

- Identify world class after school programming for K-8 youth and oversee the implementation of programs across the city that offer structured, safe and enriching activities.
- Serve as the Liaison to the Community Education Commission (CEC): The CEC is a nonprofit launched in May 2018 to eliminate barriers that Detroit families in accessing quality education. This nonprofit was commissioned by the Mayor of Detroit to bring together leaders from across Detroit's educational landscape, and it provides additional resources to support access to high-quality schools, transportation, after-school programming and community information.

12/16/2019

- Build on the successful pilot year of the GOAL Line after school program: This innovative pilot program, launched by the CEC in Northwest Detroit, provides free transportation for all students who attend one of the 10 GOAL Line partner schools. Students have access to free after-school enrichment programs, led by professional counselors and play leaders trained in mental and behavioral health management.

Education Policy

- Lead education policy for the City of Detroit, working with local, state and federal partners to advance policies promoting access to high-quality youth and educational programming.'



DEPARTMENTAL SUBMISSION

DEPARTMENT: Office of the Chief Financial Officer -
Development & Grants

FILE NUMBER: Office of the Chief Financial Officer -
Development & Grants-0020

*** RE:**

Submitting reso. auth.to Accept and Appropriate a Sub-award from the FY 2018 Skillman Community Education Commission Grant

*** SUMMARY:**

The Community Education Commission has awarded the City of Detroit Mayor's Office with the FY 2018 Skillman Community Education Commission Grant for a total of \$86,250.00. The grant is a sub-award from the Skillman foundation. There is no match requirement for this grant.

*** RECOMMENDATION:**

Submitting reso. auth.to Accept and Appropriate a Sub-award from the FY 2018 Skillman Community Education Commission Grant

The Community Education Commission has awarded the City of Detroit Mayor's Office with the FY 2018 Skillman Community Education Commission Grant for a total of \$86,250.00. The grant is a sub-award from the Skillman foundation. There is no match requirement for this grant.

*** DEPARTMENTAL CONTACT:**

Name: Jalesa Beck
Position: Administrative Assistant II

*=REQUIRED



City of Detroit
Office of Councilman Roy McCalister, Jr.

2 Woodward Avenue, Suite 1340
 Detroit, Michigan 48226
 Phone: (313) 224-4535

TO: Auditor General Mr. Mark Lockridge

THROUGH: Brenda Jones, President
 Detroit City Council

FROM: Roy McCalister, Jr.
 Council Member- District 2

DATE: January 28, 2020

RE: **REPORTING UPDATES OF INVESTIGATIONS, AUDITS AND OTHER PERTINENT INFORMATION RELATIVE TO THE DETROIT CITY COUNCIL**

Good Afternoon-

I have a few questions relative to regular reporting from your office to the Detroit City Council.

- 1- Is there any regular reporting procedures from your office to the respective Council Standing Committees or Council of the Whole even in an update if not final reporting?
- 2- If not, how can we obtain regular updates relative to investigations, audits or other relevant information that our Body needs to make informed decisions at the table?
- 3- It is my opinion, that it would be more beneficial if we had a regular updated summary of information as opposed to impromptu visits at the table when an audit or investigation may intersect with a line item on the table. Do you have a way of sharing relevant information regularly?
- 4- If you have any other suggestions that could update our committees, I would be very interested. I recognize the investigations are long and often complicated in nature, yet regular updates may assist the Council in the future.

Respectfully,



Roy McCalister, Jr.

Detroit City Council

CITY CLERK 2020 FEB 7 AM 9:58

CC: Council President Brenda Jones Council Member Andre Spivey
 President Pro Tem Mary Sheffield Council Member James Tate
 Council Member Janee' Ayers Council Member Scott Benson
 Council Member Gabe Leland Council Member Raquel Constaneda- Lopez'



District Office: 11000 W. McNichols Rd., Ste. 117 • Detroit, Michigan 48221 • (313) 340-2073

councilmembermccalister@detroitmi.gov



City of Detroit

CITY COUNCIL

~~JA~~

CITY CLERK 2020 JAN 30 PM 2:05

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~~23~~

JAMES E. TATE, Jr.
COUNCIL MEMBER

TO: David Whitaker, Director
Detroit City Council Legislative Policy Division

FROM: Hon. James E. Tate, Jr. *J.T.*
Detroit City Council – District 1

DATE: January 29, 2020

RE: *Resolution in Support of Senate Bills 756-757*

The passage of Ballot Proposal 3 of 2018 (more commonly known as Proposal 3) by Michigan voters would allow voters to obtain an absentee ballot without reason during the 40 days prior to an election. In addition, it requires that election officials would have to be available to issue and receive absentee ballots during regular business hours and for at least eight hours the weekend prior to an election. As a result of the changes related to voting, municipalities throughout the state could see a surge in early voting. However, under current law, clerks are not allowed to start counting absentee ballots until Election Day and are required to remain in attendance once the tallying has begun. To address the undue burden that this would place on municipal clerks, several members of the Michigan Senate have introduced a two-bill package to allow clerks with a population over 40,000 to allow election inspectors appointed to an absentee voter board to work in shifts, begin preprocessing the day prior to an election and other amendments aimed at addressing this issue. Due to the fact that the passage of such legislation would greatly assist election clerks statewide, I'm requesting that the Legislative Policy Division draft a resolution in support of Senate Bills 756 and 757. Due to the urgent nature of this request, a **response is requested by February 11 2020.**

If you have any questions, please contact my Policy Analyst, Edwina King, at 313.224.9530.

Thank you for your cooperation.

Cc: Honorable Colleagues
Hon. Janice Winfrey, City Clerk's Office
Stephanie Grimes-Washington, Mayor's Office

FEB 06 2020 Refer to Presidents 077. to refer to 105.