

3-3-20

NEW

BUSINESS

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OFFICE OF CONTRACTING
AND PROCUREMENT

FEBRUARY 5, 2020

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3040416 100% City Funding – To Provide an Emergency Demolition for the Commercial Property, 7132 W Jefferson. – Contractor: Gayanga Co.
– Location: 1120 W Baltimore Suite 200, Detroit, MI 48202 –
Contract Period: Upon City Council Approval through January 12, 2021 – Total Contract Amount: \$17,794.00 **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER BENSON

RESOLVED, that Contract No. 3040416 referred to in the foregoing communication dated FEBRUARY 5, 2020, be hereby and is approved.

FEB 17 2020 BB 2 wks. (RM) 2-0 (JA; RM)

MAR 02 2020 MTF (20) RM-(WITH PROPER DOCUMENTS)

OFFICE OF CONTRACTING
AND PROCUREMENT

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HK

February 21, 2020

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3041465 100% Federal (CDBG) Funding – To Provide a Commercial Demolition (Group 162) of Property, 7540 Alaska. – Contractor: SC Environmental Services, LLC – Location: 1234 Washington Boulevard 5th Floor, Detroit, MI 48226 – Contract Period: Upon City Council Approval through February 9, 2021 – Total Contract Amount: \$43,958.00 **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER

ayus
BENSON

RESOLVED, that Contract No. 3041465 referred to in the foregoing communication dated February 21, 2020, be hereby and is approved.

MAR 02 2020 MTNB (20) RM

OFFICE OF CONTRACTING
AND PROCUREMENT

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15

February 21, 2020

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3041501 100% Federal (CDBG) Funding – To Provide a Commercial Demolition (Group 155) of Property, 3902 Scotten. – Contractor: Gayanga Co. – Location: 1120 Baltimore Suite 200, Detroit, MI 48202 – Contract Period: Upon City Council Approval through February 10, 2021 – Total Contract Amount: \$42,056.00 **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER

BENSON *Chyes*

RESOLVED, that Contract No. 3041501 referred to in the foregoing communication dated February 21, 2020, be hereby and is approved.

MAR 02 2020 NITNB (26) Rm

OFFICE OF CONTRACTING
AND PROCUREMENT

~~15~~ ~~16~~ 4

February 21, 2020

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3041548 100% Federal (CDBG) Funding – To Provide a Commercial Demolition (Group 150) of Property, McClellan. – Contractor: J. Keith Construction – Location: 1010 Antietam, Detroit, MI 48207 – Contract Period: Upon City Council Approval through February 12, 2021 – Total Contract Amount: \$59,126.00 **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER BENSON

Ayers

RESOLVED, that Contract No. 3041548 referred to in the foregoing communication dated February 21, 2020, be hereby and is approved.

MAR 02 2020 MTNB (20) PM

OFFICE OF CONTRACTING
AND PROCUREMENT

~~16~~ 5

February 21, 2020

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3041556 100% Federal (CDBG) Funding – To Provide a Commercial Demolition (Group 153) of Property, 5001 Rohns. – Contractor: J. Keith Construction – Location: 1010 Antietam, Detroit, MI 48207 – Contract Period: Upon City Council Approval through February 12, 2021 – Total Contract Amount: \$45,412.00 **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER

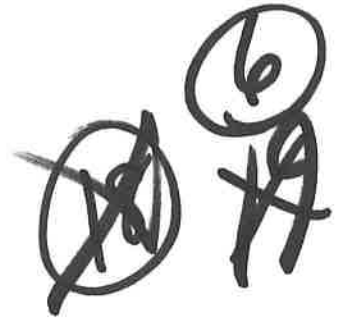
BENSON *Ayers*

RESOLVED, that Contract No. 3041556 referred to in the foregoing communication dated February 21, 2020, be hereby and is approved.

MAR 02 2020

MTNB (20) RM

OFFICE OF CONTRACTING
AND PROCUREMENT



February 21, 2020

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3040460 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 9786 Holmur. – Contractor: Detroit Next, Inc. – Location: 1001 Woodward Avenue Suite 500, Detroit, MI 48226 – Contract Period: Upon City Council Approval through February 24, 2021 – Total Contract Amount: \$16,840.00 **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement



BY COUNCIL MEMBER

BENSON

RESOLVED, that Contract No. 3040460 referred to in the foregoing communication dated February 21, 2020, be hereby and is approved.

MAR 02 2020

MTB (2.0) RM

OFFICE OF CONTRACTING
AND PROCUREMENT

Handwritten initials, possibly 'JA', are circled with a large 'X'. To the right, the number '7' is circled, with '20' written below it.

February 21, 2020

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3041656 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 11392 Winthrop. – Contractor: Inner City Contracting – Location: 18701 Grand River, Detroit, MI 48223 – Contract Period: Upon City Council Approval through February 16, 2021 – Total Contract Amount: \$13,200.00 **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER BENSON

RESOLVED, that Contract No. 3041656 referred to in the foregoing communication dated February 21, 2020, be hereby and is approved.

MAR 02 2020

MTNB (20) RM

OFFICE OF CONTRACTING
AND PROCUREMENT



February 21, 2020

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3041670 100% City Funding – To Provide an Emergency Demolition for the Commercial Property, 13014 Hayes. – Contractor: Inner City Contracting – Location: 18701 Grand River, Detroit, MI 48223 – Contract Period: Upon City Council Approval through February 16, 2021 – Total Contract Amount: \$9,900.00 **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER BENSON

RESOLVED, that Contract No. 3041670 referred to in the foregoing communication dated February 21, 2020, be hereby and is approved.

MAR 02 2020 MTUB (26) PM

OFFICE OF CONTRACTING
AND PROCUREMENT

9

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February 21, 2020

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3041200 100% City Funding – To Provide an Emergency Demolition for the Following Residential Properties, 2692 Edsel, 2900 Hammond, 2930 Leslie, 4596 Oregon, 3200 Fullerton, 4001 Lawrence and 258 S Morrell. – Contractor: Detroit Next, Inc. – Location: 1001 Woodward Avenue Suite 500, Detroit, MI 48226 – Contract Period: Upon City Council Approval through February 3, 2021 – Total Contract Amount: \$109,180.00 **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER BENSON

RESOLVED, that Contract No. 3041200 referred to in the foregoing communication dated February 21, 2020, be hereby and is approved.

MAR 02 2020 MTRB (20) RM

OFFICE OF CONTRACTING
AND PROCUREMENT

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AZ

February 21, 2020

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

6002707 100% UTGO Bond Funding – To Provide Ballistic Bulletproof Vests for Detroit Police and Tactical Units. – Contractor: CMP Distributors, Inc. – Location: 16753 Industrial Parkway, Lansing, MI 48906 – Contract Period: Upon City Council Approval through February 25, 2022 – Total Contract Amount: \$1,327,023.00 **POLICE**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER BENSON

RESOLVED, that Contract No. 6002707 referred to in the foregoing communication dated February 21, 2020, be hereby and is approved.

MAR 02 2020 MTRB (2.0) RM pending Info.

OFFICE OF CONTRACTING
AND PROCUREMENT

Handwritten marks: a circled 'X', a circled '11', and the number '24'.

February 21, 2020

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

6002709 100% Major Street Funding – To Provide Services to Furnish Asphalt Cold Patch Material. – Contractor: Cadillac Asphalt, LLC – Location: 5905 Belleville Road, Belleville, MI 48111 – Contract Period: Upon City Council Approval through February 25, 2021 – Total Contract Amount: \$463,500.00 **PUBLIC WORKS**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER BENSON

RESOLVED, that Contract No. 6002709 referred to in the foregoing communication dated February 21, 2020, be hereby and is approved.

MAR 02 2020 MTMB (2.0) RM

OFFICE OF CONTRACTING
AND PROCUREMENT

(12) ~~12~~
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February 21, 2020

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

6001969 100% City Funding – AMEND 1 – To Provide an Extension of Time and an Increase of Funds for a Comprehensive Facility Condition Assessment of all City Buildings. – Contractor: Clampett Industries, LLC dba EMG – Location: 10461 Mill Run Circle, Owings Mills, Maryland, 21117 – Contract Period: April 17, 2020 through August 16, 2020 – Contract Increase Amount: \$197,248.68 – Total Contract Amount: \$1,147,248.68 **GENERAL SERVICES** (*Previous Contract Period: May 7, 2019 through April 16, 2020*)

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER SHEFFIELD

RESOLVED, that Contract No. 6001969 referred to in the foregoing communication dated February 21, 2020, be hereby and is approved.

FEB 27 2020 - MTNB AS (B.O)

13

TUESDAY, MARCH 3, 2020 – FORMAL SESSION

LAW DEPARTMENT

Benson, a Proposed Ordinance to amend Chapter 32, of the 2019 Detroit City Code, *Off-Street Parking*, Article I, *Parking Lots*, Division 1, *Generally*, by amending Section 32-1-20, *Signs denoting hours and rates* and Article III, *Valet Staging And Parking*, Division 2, *Permits for Valet Staging and Temporary Valet Staging*, Subdivision A, *Annual Location Permit for Valet Staging*, by amending Section 32-3-15 *Erection and maintenance of signs and devices*, and Section 32-3-33, *Erection and maintenance of signs and devices*, to conform certain valet sign requirements to the proposed Chapter 4, *Advertising and Signs*, and make other technical corrections..

INTRODUCE

Benson, reso. autho. setting public hearing on forgoing ordinance amendment.



CITY OF DETROIT
LAW DEPARTMENT

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE, SUITE 500
DETROIT, MICHIGAN 48226-3437
PHONE 313•224•4590
FAX 313•224•5505
WWW.DETROITMI.GOV

September 30, 2019

Handwritten notes in large black ink, including the number '12' and illegible scribbles.

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

Re: Proposed Ordinance to amend Chapter 4 of the 2018 Detroit City Code

Honorable City Council:

Pursuant to the request of Councilmember Benson, the above-referenced ordinances are being submitted to Your Honorable Body for consideration. The proposed ordinance regarding business and advertising signs will amend Chapter 4 of the 2019 Detroit City Code, *Advertising* by renaming the chapter to *Advertising and Signs* and amending the chapter to consist of Article I, *Generally*, Article II, *Distribution of Handbills, Circulars, and Advertising Cards*, Article III, *Protection of Minors Against Advertisement and Promotion of Alcoholic Liquor and Tobacco Products*, Article IV, *Regulation of Business and Advertising Signs*, to consist of Division 1, *Generally*, Division 2, *General Sign Standards*, Division 3, *Regulation of Business Signs*, consisting of Subdivision A, *Generally*, and Subdivision B, *Entertainment District*, Division 4, *Regulation of Advertising Signs Located Outside of the Central Business District*, Division 5, *Regulation of Advertising Signs Located In the Central Business District*, Division 6, *Regulation of Signs in Right-of-Way*, and Division 7, *Temporary Signs*, to provide for regulation of business and advertising signs throughout the City of Detroit.

The additional attached proposed ordinances amend Chapter 8, *Building Construction and Property Maintenance*, Chapter 32, *Off-street Parking*, Chapter 40, *Sales*, and Chapter 43, *Sidewalks and Other Public Places*, of the 2019 Detroit City Code, to conform with the amendments proposed to Chapter 4, *Advertising and Signs*.

Additionally, a proposed amendment to Chapter 50 of the 2019 Detroit City Code, *Zoning*, is attached for referral to the City Planning Commission.

A copy of each of the identified ordinances, which have been approved as to form, are attached for your consideration.

~~OCT 14 2019 BB 2 wks RM 2-0~~

~~OCT 28 2019 BB-1-13-2020 (30)JA~~

JAN 13 2020 BB 4 wks. (RM) 2-0 (SB; RM)

MAR 02 2020 INTUB (20) RM

Respectfully Submitted,

Tonja R. Long

Supervising Assistant Corporation Counsel

INTRODUCE

Enclosure

CITY CLERK 2019 SEP 30 PM 2:30

SUMMARY

This proposed ordinance amends Chapter 32, of the 2019 Detroit City Code, *Off-Street Parking*, Article I, *Parking Lots*, Division 1, *Generally*, by amending Section 32-1-20, *Signs denoting hours and rates* and Article III, *Valet Staging And Parking*, Division 2, *Permits For Valet Staging And Temporary Valet Staging*, Subdivision A, *Annual Location Permit for Valet Staging*, by amending Section 32-3-15, *Erection and maintenance of signs and devices*, and Section 32-3-33, *Erection and maintenance of signs and devices*, to conform certain valet sign requirements to the proposed Chapter 4, *Advertising and Signs*, and make other technical corrections.

1 **BY COUNCIL MEMBER _____:**

2 **AN ORDINANCE** to amend Chapter 32 of the 2019 Detroit City Code, *Off-Street*
3 *Parking*, Article I, *Parking Lots*, Division 1, *Generally*, by amending Section 32-1-20, *Signs*
4 *denoting hours and rates* and Article III, *Valet Staging And Parking*, Division 2, *Permits For Valet*
5 *Staging And Temporary Valet Staging*, Subdivision A, *Annual Location Permit for Valet Staging*,
6 by amending Section 32-3-15, *Erection and maintenance of signs and devices*, and Section 32-3-
7 33, *Erection and maintenance of signs and devices*, to conform certain valet sign requirements to
8 the proposed Chapter 4, *Advertising and Signs*, and make other technical corrections.

9 **IT IS HEREBY ORDAINED BY THE PEOPLE OF THE CITY OF DETROIT**
10 **THAT:**

11 **Section 1.** Chapter 32 of the 2019 Detroit City Code, *Off-Street Parking*, Section 32-1-20,
12 Section 32-3-15, and Section 32-3-33 read as follows:

13 **CHAPTER 32. OFF-STREET PARKING**

14 **ARTICLE I. PARKING LOTS**

15 **DIVISION 1. GENERALLY**

16 **Sec. 32-1-20. Signs denoting hours and rates.**

17 (a) Each licensee shall ~~maintain display~~, at each entrance to any commercial parking
18 lot, a permanently ~~affixed sign~~, display at all times, on a sign constructed and operated in
19 accordance with Chapter 4 of this Code and in a manner that is suitable to apprise persons using
20 such lot, of the name of the licensee, and the address of the lot, the hours of the day and night
21 during which such places are open for storing motor vehicles, and the rates charged and the closing
22 hour of such lot for such storage. All such information shall be displayed using numbers, letters,
23 and figures not less than 6 inches in height. Where more than one rate is charged for parking, the

1 ~~figures and letters for all rates shall be displayed in of the same size and dimensions and such~~
2 ~~figures shall measure not less than six inches in height, and such letters shall measure not less than~~
3 ~~two thirds of the actual height of the figures, and the letters and figures indicating the closing hours~~
4 ~~shall not be less than six inches in height.~~

5 (b) ~~All such signs shall be subject to the approval of the Chief of Police or the designees~~
6 ~~of the Chief.~~

7 (b) Where separate rates or charges are made during the day, notice thereof shall be
8 ~~posted on the signs displayed as described in Subsection (b) (a) of this section.~~

9 ~~———— (d) ——— Signs giving information as to ownership, rates and operations of the lot shall be~~
10 ~~erected only at points of ingress and egress and on shelter buildings and not on enclosures. They~~
11 ~~shall be of sheet metal or comparable materials and shall be displayed at a height so that the bottom~~
12 ~~part of the sign shall not be less than 6 1/2 feet from the surface of the lot. They shall be limited to~~
13 ~~50 square feet in area. Signs and signposts shall be kept free from rust, dirt and other deterioration.~~

14 **ARTICLE III. VALET STAGING AND PARKING**

15 **DIVISION 2. PERMITS FOR VALET STAGING AND**

16 **TEMPORARY VALET STAGING**

17 **Subdivision A. Annual Location Permit for Valet Staging**

18 **Sec. 32-3-15. Erection and maintenance of signs and devices.**

19 (a) Upon the issuance of an Annual Location Permit for Valet Staging by the
20 Department of Public Works, said Department shall erect and maintain permanent signage, in

1 accordance with Chapter 4 of this Code, that clearly ~~identify~~ identifies the approved valet staging
2 zone.

3 (b) The location permit holder, or the licensed valet parking company operating at the
4 location, may use removable visible signs or other appropriate devices, such as traffic cones and
5 wind signs that have been approved by the Department of Public Works, to clearly identify the
6 approved valet staging zone.

7 (c) Approved removable signs and devices shall be used only to provide the designated
8 valet staging zone, the cost per motor vehicle for the valet staging service, and the name of the
9 person licensed under Division 3 of this article to engage in valet staging at the location, provided,
10 that approved signs shall not be stationed in the street, including in the approved valet staging
11 zone.

12 **Sec. 32-3-33. Erection and maintenance of signs and devices.**

13 (a) Upon the issuance of a Temporary Valet Staging Permit by the Department of
14 Public Works, the temporary permit holder, or the licensed valet parking company operating at the
15 location, shall erect and maintain removable visible signs, in accordance with Chapter 4 of this
16 Code, Signs, or other appropriate devices such as traffic cones and wind signs that have been
17 approved by the Department of Public Works.

18 (b) Approved signs and devices shall be used only to provide the designated valet
19 staging zone, the cost per motor vehicle for the valet staging service, and the name of the person
20 licensed under Division 3 of this article to engage in valet staging at the location, provided, that
21 approved signs shall not be stationed in the street, including in the approved valet staging zone.

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

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

Section 4. In accordance with Section 4-118(3) of the 2012 Detroit City Charter, where the ordinance is passed by two-thirds (2/3) majority of City Council Member serving, it shall be published forthwith and become effective on July 1, 2020. Where passed by less than a two-thirds (2/3) majority of City Council members serving, it shall become effective no later than thirty (30) days after publication in accordance with Section 4-118(2) of the 2012 City Charter.

Approved as to form:



Lawrence T. García
Corporation Counsel

14

RESOLUTION SETTING HEARING

By Council Member Benson:

Resolved, That a public hearing will be held by this body in the Committee Room, 13th Floor of the Coleman A. Young Municipal Center on _____, for the purpose of considering the advisability of adopting the foregoing Proposed Ordinance to amend Chapter 32, of the 2019 Detroit City Code, *Off-Street Parking*, Article I, *Parking Lots*, Division 1, *Generally*, by amending Section 32-1-20, *Signs denoting hours and rates* and Article III, *Valet Staging And Parking*, Division 2, *Permits for Valet Staging and Temporary Valet Staging*, Subdivision A, *Annual Location Permit for Valet Staging*, by amending Section 32-3-15 *Erection and maintenance of signs and devices*, and Section 32-3-33, *Erection and maintenance of signs and devices*, to conform certain valet sign requirements to the proposed Chapter 4, *Advertising and Signs*, and make other technical corrections.

(15)

TUESDAY, MARCH 3, 2020 – FORMAL SESSION

LAW DEPARTMENT

Benson, a Proposed Ordinance to amend Chapter 8, of the 2019 Detroit City Code, *Building Construction and Property Maintenance*, Article XV, *Property Maintenance Code*, by amending Division 1, *In General*, Section 8-15-6, *Definitions: G – K*; and repealing Division 4, *Property Maintenance Requirements*, Subdivision A, *Requirements for Exteriors of Buildings, Premises, and Structures*, Part III, *Sign Maintenance*, consisting of Sections 8-15-271 through 8-15-273 to update the definition of “graffiti” and remove certain sign maintenance requirements from the Chapter. **INTRODUCE**

Benson, reso. autho. setting public hearing on forgoing ordinance amendment.



CITY OF DETROIT
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

September 30, 2019

[Handwritten initials and number 13]

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

Re: Proposed Ordinance to amend Chapter 4 of the 2018 Detroit City Code

Honorable City Council:

Pursuant to the request of Councilmember Benson, the above-referenced ordinances are being submitted to Your Honorable Body for consideration. The proposed ordinance regarding business and advertising signs will amend Chapter 4 of the 2019 Detroit City Code, *Advertising* by renaming the chapter to *Advertising and Signs* and amending the chapter to consist of Article I, *Generally*, Article II, *Distribution of Handbills, Circulars, and Advertising Cards*, Article III, *Protection of Minors Against Advertisement and Promotion of Alcoholic Liquor and Tobacco Products*, Article IV, *Regulation of Business and Advertising Signs*, to consist of Division 1, *Generally*, Division 2, *General Sign Standards*, Division 3, *Regulation of Business Signs*, consisting of Subdivision A, *Generally*, and Subdivision B, *Entertainment District*, Division 4, *Regulation of Advertising Signs Located Outside of the Central Business District*, Division 5, *Regulation of Advertising Signs Located In the Central Business District*, Division 6, *Regulation of Signs in Right-of-Way*, and Division 7, *Temporary Signs*, to provide for regulation of business and advertising signs throughout the City of Detroit.

The additional attached proposed ordinances amend Chapter 8, *Building Construction and Property Maintenance*, Chapter 32, *Off-street Parking*, Chapter 40, *Sales*, and Chapter 43, *Sidewalks and Other Public Places*, of the 2019 Detroit City Code, to conform with the amendments proposed to Chapter 4, *Advertising and Signs*.

Additionally, a proposed amendment to Chapter 50 of the 2019 Detroit City Code, *Zoning*, is attached for referral to the City Planning Commission.

A copy of each of the identified ordinances, which have been approved as to form, are attached for your consideration.

~~OCT 14 2019 BB 2 wks RM Q-D~~
~~OCT 28 2019 BB 1-13 2020 (30) JA~~ Respectfully Submitted,
JAN 13 2020 BB 4 wks, (RM) (SB; RM) *Tonja R. Long*
MAR 02 2020 INTMB (20) RM Introduce
Tonja R. Long
Supervising Assistant Corporation Counsel

CITY CLERK 2019 SEP 30 PM 2:30

Enclosure

SUMMARY

This proposed ordinance amends Chapter 8, of the 2019 Detroit City Code, *Building Construction and Property Maintenance*, Article XV, *Property Maintenance Code*, by amending Division 1, *In General*, Section 8-15-6, *Definitions: G – K*; and repealing Division 4, *Property Maintenance Requirements*, Subdivision A, *Requirements for Exteriors of Buildings, Premises, and Structures*, Part III, *Sign Maintenance*, consisting of Sections 8-15-271 through 8-15-273 to update the definition of “graffiti” and remove certain sign maintenance requirements from the Chapter.

1 **BY COUNCIL MEMBER _____:**

2 **AN ORDINANCE** to amend Chapter 8 of the 2019 Detroit City Code, *Building*
3 *Construction and Property Maintenance*, Article XV, *Property Maintenance Code*, by amending
4 Division 1, *In General*, Section 8-15-6, *Definitions: G – K*; and repealing Division 4, *Property*
5 *Maintenance Requirements*, Subdivision A, *Requirements for Exteriors of Buildings, Premises,*
6 *and Structures*, Part III, *Sign Maintenance*, consisting of Sections 8-15-271 through 8-15-273 to
7 update the definition of “graffiti” and remove certain sign maintenance requirements from the
8 Chapter.

9 **IT IS HEREBY ORDAINED BY THE PEOPLE OF THE CITY OF DETROIT**
10 **THAT:**

11
12 **Section 1.** Chapter 8 of the 2019 Detroit City Code, *Building Construction and Property*
13 *Maintenance*, Section 8-15-6, Section 5-15-271, Section 8-15-272, and Section 8-15-273 to read
14 as follows:

15 **CHAPTER 8. BUILDING CONSTRUCTION AND PROPERTY MAINTENANCE**

16 **ARTICLE XV. PROPERTY MAINTENANCE CODE**

17 **DIVISION 1. IN GENERAL**

18 **Sec. 8-15-6. Definitions: G--K.**

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

21 *Garbage* means, as defined by Section 11503 of the Michigan Natural Resources and
22 Environmental Act, being MCL 324.11503, rejected food wastes including waste accumulation of

1 animal, fruit, or vegetable matter used or intended for food or that attends the preparation, use,
2 cooking, dealing in, or storing of meat, fish, fowl, fruit, or vegetable matter.

3 *Good repair* means to be properly installed, safe, stable, and maintained sufficiently free
4 of defects or deterioration so as to be functional for current use.

5 *Graffiti* means any drawing, lettering, illustration, inscription, design, or other marking that
6 is etched, painted, sprayed, drawn, or otherwise caused to be displayed on the exterior of any
7 building, premises or structure, but does not mean an art mural or sign as defined in Section 4-4-2
8 4-1-1 of the 2019 Detroit City Code, building identification under Section 8-15-202 of this Code,
9 any sign permitted by the Chapter 50 of the 2019 Detroit City Code, *Zoning*, or any decoration
10 that is part of the architectural design of the building entrance.

11 *Guard* means a building component, or a system of building components, located at or near
12 the open sides of elevated walking surfaces that minimize the possibility of a fall from the walking
13 surface to a lower level.

14 *Habitable space* means space in a structure for living, eating, cooking or sleeping, but does
15 not mean bathrooms, closets, halls, storage or utility spaces, toilet rooms, or similar areas.

16 *Hazard reduction* means measures designed to reduce or eliminate human exposure to
17 lead-based paint hazards through methods including interim controls or abatement or a
18 combination of the two.

19 *Hazardous condition* means a condition which may result in the death, injury, or illness of
20 a person or in severe damage to a building, premises, or structure.

21 *Homeless* means an individual who, or family which, lacks a fixed, regular and adequate
22 nighttime residence, or whose primary nighttime residence is:

- 1 (1) A supervised publicly or privately operated shelter designed to provide temporary
2 living accommodations; or
- 3 (2) A public or private place not designed for, or ordinarily used as, a regular sleeping
4 accommodation for human beings.

5 *Hotel* means any building containing guest rooms which are intended or designed to be
6 used, rented, or hired out by transient persons or by a transient family.

7 *Household units* means the individual residences of the residents of the city.

8 **DIVISION 4. PROPERTY MAINTENANCE REQUIREMENTS**

9 ***Subdivision A. Requirements for Exteriors of Buildings, Premises, and Structures***

10 ***Part III. Sign Maintenance***

11 **~~Sec. 8-15-271. Maintenance required.~~**

12 ~~All signs exposed to public view shall be maintained in good repair. Any sign which has~~
13 ~~weathered or faded or upon which the paint has excessively peeled or cracked shall with its~~
14 ~~supporting members, be removed forthwith, or put into a good state of repair. Any nonoperative~~
15 ~~or broken electrical sign shall be repaired or shall, with its supporting members, be removed~~
16 ~~forthwith. REPEALED.~~

17 **~~Sec. 8-15-272. Obsolete signs to be removed.~~**

18 ~~Any sign now or hereafter existing which at the time of construction or installation~~
19 ~~advertised a business being conducted or a product being sold or produced on the premises on~~
20 ~~which the sign is located but no longer does so shall be taken down and removed by the owner,~~
21 ~~agent or person having the beneficial use of the building, structure or premises upon which such~~
22 ~~sign shall be found within 30 days after written notice to remove such sign. Any such sign painted~~
23 ~~on the surface of building walls shall be removed or obliterated.~~

1 ~~Sec. 8-15-273. Unused roof sign bracing, anchorage, rods, and supports, etc., to be removed.~~

2 ~~All bracing, anchorage, rods or supports for roof signs which do not have a permitted face~~
3 ~~shall be removed by the owner, agent or person having the beneficial use of the building, structure~~
4 ~~or premises upon which such bracing, anchorage, rods or supports shall be found within 30 days~~
5 ~~after written notice to remove such bracing, anchorage, rods or supports. REPEALED.~~

6 ~~Secs. 8-15-274--8-15-300. Reserved. REPEALED.~~

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

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

Section 4. In accordance with Section 4-118(3) of the 2012 Detroit City Charter, where the ordinance is passed by two-thirds (2/3) majority of City Council Member serving, it shall be published forthwith and become effective on July 1, 2020. Where passed by less than a two-thirds (2/3) majority of City Council members serving, it shall become effective no later than thirty (30) days after publication in accordance with Section 4-118(2) of the 2012 City Charter.

Approved as to form:



Lawrence T. García
Corporation Counsel

16

RESOLUTION SETTING HEARING

By Council Member Benson:

Resolved, That a public hearing will be held by this body in the Committee Room, 13th Floor of the Coleman A. Young Municipal Center on _____, for the purpose of considering the advisability of adopting the foregoing Proposed Ordinance to amend Chapter 8, of the 2019 Detroit City Code, *Building Construction and Property Maintenance*, Article XV, *Property Maintenance Code*, by amending Division 1, *In General*, Section 8-15-6, *Definitions: G – K*; and repealing Division 4, *Property Maintenance Requirements*, Subdivision A, *Requirements for Exteriors of Buildings, Premises, and Structures*, Part III, *Sign Maintenance*, consisting of Sections 8-15-271 through 8-15-273 to update the definition of “graffiti” and remove certain sign maintenance requirements from the Chapter.



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



35

January 21, 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 of the Intimate Partner Violence Intervention Grant

The City University of New York has awarded the City of Detroit Police Department with the Intimate Partner Violence Intervention (IPVI) Grant for a total of \$75,000.00. The grant is a sub-award from the U.S. Department of Justice to the City University of New York. There is no match requirement for this grant.

The objective of the grant is to provide a project manager to oversee Detroit's IPVI initiative and reduce intimate partner violence. The funding allotted to the department will be utilized to support the project manager's salary and oversight of Detroit's IPVI implementation in the Eighth Precinct.

If approval is granted to accept and appropriate this funding, the appropriation number is 20770.

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:

302567659A3D409.

Agreement Approved as to Form
By the Law Department

MAR 02 2020 NITMB (2.0) RM

CITY CLERK 2020 FEBRUARY 11 10:41 AM



Office of Development and Grants

RESOLUTION

Council Member _____

WHEREAS, the Detroit Police Department is requesting authorization to accept a grant of reimbursement from the City University of New York, in the amount of \$75,000.00, to support a project manager to oversee Detroit's Intimate Partner Violence Intervention (IPVI) implementation in the Eight Precinct; 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 20770, in the amount of \$75,000.00, for the Intimate Partner Violence Intervention Grant.

SUBRECIPIENT COMMITMENT FORM

CUNY _____
PRSY _____
RF _____

Sections "B" through "I" should be completed at the proposal stage by an Authorized Representative who is knowledgeable about your organization's business processes and can obtain input on the scope of work from the principal investigator (PI) based at your organization.

This form must be completed in order to determine whether your organization's relationship to the project is as a subrecipient or as a contractor. This form must be received before a subagreement with CUNY can be established.

Section A Proposal Information (to be completed by CUNY Sponsored Research Office)

CUNY PI David Kennedy College John Jay College
Prime Sponsor Reducing Serious Domestic Violence
Title of Proposal IPVI Project Manager in Detroit
CFDA # 16.526 R & D Award? Yes NO
Proposal Period of Performance Start _____ End _____

Section B Proposal Information (to be completed by Subrecipient)

Subrecipient Legal Name Detroit Police Department
Address 1301 Third Street
City Detroit State MI Zip 48226
Web Address (URL) https://detroitmi.gov/departments/police-department
Subrecipient DUNS# 006530661 EIN# 38-6004606
Institutional Type Municipal Police Agency Congressional District _____
Subrecipient Proposed Period of Performance Start 10/1/2019 End 9/30/2019
Anticipated Amount of Federal Funds Obligated to the Subrecipient \$75,000
Section C Subrecipient Eligibility

The CUNY Research Foundation (RF) requires a Subrecipient Commitment Form to be completed before a subagreement may be fully executed. This form will be considered valid for 1 year from the date of signature by your organization's Authorized Official. In the event of changes to the information provided, the RF should be notified within 30 days by sending an email to legalaffairs@rfcuny.org.

Please answer the following questions before completing the rest of the form.

Is your organization presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any Federal department or agency? Yes No

Is your organization delinquent on repayment of any Federal debt including direct and guaranteed loans and other debt as defined in OMB Circular A-129, "Managing Federal Credit Programs"? Yes No

Section D Subrecipient Requirements and Responsibilities

The Research Foundation of CUNY (RF) views the subrecipient organization as a true partner in carrying out a sponsored project. The requirements and responsibilities of a subrecipient are different from that of a contractor. The following chart outlines the differences.

Subrecipients

- The subrecipient must comply with the sponsor requirements of the prime award (e.g., effort reporting on federal awards).
- The subrecipient exercises programmatic control over how the sponsored work is performed. It makes independent decisions regarding how to implement the proposed activities, as opposed to providing goods or services to the prime award PI.
- The subrecipient is responsible for substantive programmatic work or for conducting a significant portion of the project.
- A principal Investigator has been identified at the subrecipient who functions as a Co-PI. Publications may be created or co-authored.

Contractors

- A contractor is not subject to compliance requirements of the Federal program (e.g. effort reporting on Federal awards).
- A contractor provides goods or services developed according to the specifications of the CUNY Principal Investigator.
- A contractor provides similar goods or services within its normal business operations and normally operates in a competitive environment.
- A contractor provides goods or services that are ancillary to the operation of the Federal program.

Is my organization properly categorized as a subrecipient as described above? Yes No

If No, please contact the CUNY PI about procuring your organization's products and/or services as a contractor.

Section E Additional Subrecipient Proposal Information

Subrecipient Performance Site Address (if different from page 1)

Subrecipient PI Captain Stacy Cavin

Phone (313) 596-2958 Fax _____ Email CAVINS123@detroitmi.gov

Address 1301 Third Street, 5th Floor North

City Detroit State MI Zip 48226

Administrative/Contractual Contact 2nd Deputy Chief Grant Ha

Phone (313)-596-2158 Fax _____ Email hag@detroitmi.gov

Address 1301 Third Street, 7th Floor Chiefs Suite

City Detroit State MI Zip 48226

Financial Contact Keisha Pierce

Phone (313)-224-1965 Fax _____ Email piercek@detroitmi.gov

Address 2 Woodward Ave

City Detroit State MI Zip 48226

Authorized Signatory Chief of Police, James E Craig

Phone (313)-596-1803 Fax _____ Email _____

Address 1301 Third Street, 7th Floor Chiefs Suite

City Detroit State MI Zip 48226

Section F Facilities & Administrative Rate

The Facilities & Administrative Rate included in this proposal has been calculated based on

Subrecipient's federally negotiated F&A rate for this type of work. (If this box is checked please attach a copy of your current F&A rate agreement or furnish the URL link to the agreement _____)

10% de minimis (minimum) rate (If the subrecipient does not have a negotiated F&A rate a 10% de minimis rate must be used. This rate is available to both domestic and foreign subrecipients. PIs may not negotiate or agree to lower rates with their subrecipients.)

Other (please explain, e.g., NIH caps foreign subrecipients at 8%) _____

Section G Fringe Benefit Rates

Rates are consistent with, or lower than, our federally negotiated rates. (If this box is checked please attach a copy of your organization's fringe benefit rate agreement or furnish the URL link to the agreement _____)

Based on actual cost.

Other (explain) _____

Section H Research Compliance

Check as applicable

Does the project involve human subjects? Yes No Pending

If Yes, please provide Federalwide Assurance number _____ and copies of the IRB approval.

Does the project involve animal subjects? Yes No Pending

If Yes, please provide Animal Welfare Assurance number _____ and copies of the IACUC approval.

Section I Proposal Documents

The following documents are required with this subaward proposal

- Statement Work
- Budget and Budget Justification in awarding agency format
- Subrecipient Commitment Form
- Letter of Commitment
- Other

Subrecipient Authorized Representative Approval

I hereby certify that the information I provided accurately represents the organization of which I am an Authorized Representative. Any work begun and/or expenses incurred prior to execution of a subaward agreement are at the Subrecipient's own risk.

Signature of Subrecipient's Authorized Official  Date 9-10-2019

Name and Title of Authorized Official JAMES E. CRAIG, CHIEF OF POLICE Date 9/10/2019

Please return this form to _____

SCOPE OF WORK

Background

The National Network for Safe Communities (“NNSC”) at John Jay College works with communities to reduce violence, minimize arrest and incarceration, and increase trust between law enforcement and the public. NNSC’s Intimate Partner Violence Intervention (“IPVI”) is an offender-focused, victim-centered strategy that addresses the most serious and chronic intimate partner violence (“IPV”).

Between 40 and 50 percent of female homicide victims are killed by intimate partners, and IPV comprises 15 percent of all violent crime. Despite years of efforts, traditional criminal legal responses to IPV not only have fallen short in improving victim safety and creating offender accountability, but have also burdened victims by asking that they leave the relationship and their support networks, re-locate themselves and their children, and take criminal justice steps that could put them and their families at further risk.

NNSC’s IPVI strategy aims to reduce harm to victims; intervene early in cycles of victimization; counter the “experiential effect” by which ineffective criminal justice responses teach IPV offenders that they will not be held accountable; and shift the burden of preventing IPV from victims to a partnership of criminal justice actors, advocates, service providers, and community figures. Through this partnership, IPVI addresses all intimate partner violence offenders known to the criminal justice system.

The strategy intervenes early with low-level offenders, puts them on notice of community intolerance for IPV and that further and more serious offending will be met with a meaningful legal response, offers community-based outreach and support, and takes special steps to address those who prove themselves to be most dangerous. Incarceration is used as a last resort – saved only for the most chronic dangerous offenders who have not responded to multiple deterrence efforts. Integral to the intervention is enhanced victim service provision, established through affirmative outreach protocols and a parallel victim support structure – and the mandate that no action be taken against an IPV offender until safety measures are in place to support and protect victims at highest risk.

NNSC has received a grant from the U.S. Department of Justice’s Office on Violence Against Women (“OVW”) to implement IPVI and address intimate partner violence in three jurisdictions. The grant includes funding for NNSC to provide regular IPVI strategic advising, for jurisdictions to hire a Project Manager to oversee IPVI implementation, and travel funds to support collaborative learning opportunities where local stakeholders are brought to other jurisdictions implementing IPVI to share and learn from best practices.

The Detroit Police Department (“Partner”) aims to reduce IPV in their jurisdiction by partnering with NNSC and implementing IPVI. Successful implementation requires the Partner to hire a Project

Manager; and NNSC will grant Partner a subaward to support these activities. The subaward includes a maximum total of \$75,000 to pay for one year of compensation for a full-time Project Manager.

Objectives

Successful implementation of IPVI requires the hiring of a Project Manager whose full-time effort is entirely dedicated to providing leadership, daily management, oversight and coordination of IPVI. The Project Manager will coordinate with other Partner staff, law enforcement personnel, victim advocates, social service providers and community members in the ongoing implementation of this strategy. The IPVI Project Manager will also ensure that implementation plans are developed and executed while guaranteeing performance in meeting defined goals and objectives.

This subaward will provide Partner a total of \$75,000 to support 12 months of compensation for a full-time IPVI Project Manager, and the option, contingent upon OVW funding availability and adequate progress on IPVI implementation, to receive additional funding beyond 12 months.

NNSC will provide guidance to the Partner for the Project Manager hiring process including providing a job description which is included in Appendix A. Partner shall provide NNSC with the applications of the finalists for the position, and shall not make any offer of employment absent NNSC's written approval.

Once hired, the Project Manager will conduct weekly calls with NNSC to review progress on the implementation of IPVI. The Project Manager is also required to provide quarterly progress reports documenting in detail the state of IPVI implementation. During the Project Manager's 12-month tenure, the quarterly reports shall be due 90 days, 180 days, 270 days, and 360 days from the Project Manager's start date, with the expectation that any extension of funding beyond 12-months would follow the same quarterly progress reporting schedule.

Payment & Reporting

This subaward between NNSC and Partner requires the below payment schedule and requirements, and reporting schedule.

Stage 1

- Execution of subaward
- Payment of \$18,750

Stage 2

- 90 days after the Project Manager's start date
- Submission of 1st quarterly progress report by Project Manager to NNSC
- Payment of \$18,750

Stage 3

- 180 days after the Project Manager's start date
- Submission of 2nd quarterly progress report by Project Manager to NNSC
- Payment of \$18,750

Stage 4

- 270 days after the Project Manager's start date
- Submission of 3rd quarterly progress report by Project Manager to NNSC
- Payment of \$18,750

Stage 5

- 1 year after the Project Manager's start date
- Submission of final quarterly progress report by Project Manager to NNSC

If Partner is provided the option for additional funding to support a Project Manager beyond 12 months, contingent upon OVW funding availability and adequate progress on IPVI implementation, NNSC would expect a continuation of quarterly reports and payments.

APPENDIX A: Intimate Partner Violence Intervention Project Manager Job Description

General Statement of Duties:

This is a contract position (equivalent to 40 hours or more per week).

The Detroit Police Department is seeking a full-time Project Manager to provide leadership, daily management, oversight and coordination of the Intimate Partner Violence Intervention (IPVI). The Project Manager will coordinate with City of Detroit and Detroit Police Department staff, law enforcement personnel, victim advocates, social service providers and community members in the ongoing implementation of this strategy. The IPVI Project Manager will ensure that implementation plans are developed and executed while guaranteeing performance in meeting defined goals and objectives.

This position will be a one-year contract, executed with the Detroit Police Department. Contract renewal is dependent on job performance and available funding.

Compensation: up to \$67,200, depending on qualifications.

Oversight: The Project Manager will receive direct supervision from the Detroit Police Department, but will also be responsible to representatives of the other partners. The contractor shall, during the contract term or any extension thereof, use his/her best efforts and endeavors to promote the interest of the project and devote such time, attention, skill, knowledge and professional ability as is necessary to effectively and efficiently carry out and perform the services as described in the Scope of Services.

Scope of Services:

Responsibilities and Deliverables include, but are not limited to:

- Provide daily operational management and oversight of the IPVI.
- Create detailed implementation plan draft within two weeks of hire and final draft within one month of hire.
- Assist and collaborate with an interagency working team on the ongoing implementation of the IPVI.
- Manage and maintain strong working relationships with a broad set of stakeholders, including city, county, state and federal law enforcement partners; community-based organizations; victim advocates; and social service providers.
- Create and manage project goals and objectives that operationalize the strategy.
- Work with project partners in order to effectively communicate the purpose, mission, and outcomes of the IPVI to the community.
- Work with the National Network for Safe Communities team for hands-on support of key project

components, including law enforcement, community involvement, victim advocacy and offender services.

- Work with partners to ensure that adequate resources are available and that barriers to success are removed.
- Schedule and attend subcommittee and planning meetings, and participate in regularly scheduled conference calls.
- Maintain communication with stakeholders, including government officials, community groups, project partners, and staff.
- Provide project updates.
- Maintain project uniformity and integrity.
- Ensure that all activities are in alignment with the overall project mission and are in direct support of established project goals, objectives, policies, and protocols, while allowing for unique local conditions, resources, and needs.
- Establish and facilitate the ongoing work of subcommittees and working groups such as law enforcement, community engagement, and social services.
- Identify project challenges and solutions.
- Work with project partners and working groups to manage problems.
- Document all project activities, including maintenance of meeting minutes, contact information, and activity reports.
- Document offender participation, and maintain records of call-ins, offender interventions, and offender outcomes.
- Assist in coordination and facilitation of appropriate trainings, as required.
- Work with social services working group, service providers, and state and local government to assist in coordination of offender services.
- Prepare written reports, including monthly activity reports; bi-annual progress reports; and special reports, as requested.
- Communicate progress to all relevant stakeholders, both in written and oral forms.
- Participate in any and all training programs required to promote the interest of the IPVI.
- Perform other duties as required or assigned.

Qualifications/Knowledge/Skills and Abilities:

Minimum Qualifications:

- Bachelor's Degree with emphasis in a related field, e.g., criminal justice, public administration, social services or other related fields.
- Minimum of two years of experience with intimate partner violence/domestic violence and advocacy services.
- Strong project management experience, preferably at least two years of experience.
- Experience in community outreach and community program management in urban

Budget Summary

Budget Summary

Note: Any errors detected on this page should be fixed on the corresponding Budget Detail tab.

Budget Category	Year 1		Year 2 <i>(if needed)</i>		Year 3 <i>(if needed)</i>		Year 4 <i>(if needed)</i>		Year 5 <i>(if needed)</i>		Total(s)
	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	
A. Personnel	\$57,692	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$57,692
B. Fringe Benefits	\$17,308	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$17,308
C. Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
D. Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
E. Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
F. Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
G. Subawards (Subgrants)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
H. Procurement Contracts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
I. Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Direct Costs	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$75,000
J. Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Project Costs	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$75,000
Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N											No

**DETROIT POLICE DEPARTMENT
&
THE CITY UNIVERSITY OF NEW YORK ON BEHALF OF JOHN JAY COLLEGE'S
NATIONAL NETWORK FOR SAFE COMMUNITIES
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("Agreement") is entered into as of the Effective Date (below) by and between the undersigned parties (the "Parties"). It is understood between the Parties that this Agreement shall survive for a period of five years after the Effective Date.

I. Definitions

As used in this Agreement:

- A. "National Network for Safe Communities" is a project of The City University of New York John Jay College of Criminal Justice, 500 West 56th Street, Suite 031 W, New York, NY 10019 that has a team providing technical assistance to the Detroit Police Department to implement an intimate partner violence prevention initiative.
- B. "'Party(ies)'" are the Party-signatories to this Agreement and includes all Affiliates, departments, elected and appointed officials, officers, directors, employees, contractors, subcontractors, and agents of that party, unless otherwise indicated in this Agreement.
- C. "Public Information" is information lawfully made available to The Public from federal, state, or local government records. This Agreement specifically includes all data appearing on the City of Detroit Data Portal (located at data.detroitmi.gov) as "Public Information."
- D. "Disclosing Party" is the Detroit Police Department or any units contained within its command structure.
- E. "Receiving Party" is the National Network for Safe Communities as defined in section I clause A of this document.
- F. "The Public" refers to:
 - i. Any person and any for-profit or nonprofit entity, organization, or association;
 - ii. Any governmental entity for which there is no existing specific law authorizing access to the agency's information;

- iii. Media organizations; and
- iv. Entities that seek, receive, or disseminate information for whatever reason, regardless of whether it is done with the intent of making a profit, and without distinction as to the nature or intent of those requesting information from the agency.

“The Public” does not include Parties or Affiliates of the Parties.

- G. “Requestor” means a person or entity from The Public that requests Confidential Information from a Receiving Party.
- H. “Affiliate” is any person, partnership, joint venture, corporation, or other form of enterprise, domestic or foreign, including but not limited to parents, subsidiaries, that directly or indirectly, control, is/are controlled by, or are under common control with a party.
- I. “Audit Trail” is a term for recording or logging a sequence of activities.
- J. “Confidential Information” means non-public information and related materials (whether written, electronic, or verbal) that a Party to this Agreement (the “Disclosing Party”) designates in writing as being confidential, proprietary, or personal information the Party that receives such information (the “Receiving Party”) or which, under the circumstances surrounding disclosure and because it falls within one of the definitions below in this Section J, shall be treated as confidential and/or proprietary by the Receiving Party without any such written designation. Confidential Information also includes information regarding the circumstances under which the Parties have reached this Agreement, as well as information gleaned from access to staff and/or technological systems. Confidential Information includes, but is not limited to: Criminal Justice Information or Data, Criminal History Records Information, Criminal Intelligence Information or Data, Personally Identifiable Information, and Metadata, the definitions of which are listed below. Confidential Information specifically does not include Public Information as in Section 1(C) – “Public Information”.
 - i. “Criminal Justice Information” or “Criminal Intelligence data” refers to the data necessary for law enforcement agencies to perform their mission and enforce the laws, including but not limited to: biometric, identity history, person, organization, property, and case/incident history data including information obtained from LEIN, AFIS, and other information systems..
 - ii. “Criminal History Record Information” is a subset of criminal justice information. It includes any notations or other written or electronic

evidence of an arrest, detention, complaint, indictment, information, or other formal criminal charge relating to an identifiable person that includes identifying information regarding the individual as well as the disposition of any charges.

- iii. "Criminal Intelligence Information" or "Criminal Intelligence Data" is information deemed relevant to the identification of and the criminal activity engaged in by an individual who, or organization that is, reasonably suspected of involvement in criminal acts.
- iv. "Personally Identifiable Information" is information which can be used to distinguish or trace an individual's identity, such as name, social security number, or biometric records, alone or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, or mother's maiden name.
- v. "Metadata" refers to information about a particular content, used to facilitate the understanding, use, and management of information. Metadata may include descriptions regarding fields, architecture, file size, and file format.

II. Sharing of Detroit Police Department (DPD) Data

The Parties hereby agree as follows:

A. DPD will provide data to National Network for Safe Communities to the best of its ability as follows:

- i. DPD will provide an aggregate annual count of all 911 calls for service from 2015 – 2017. It will also delineate the total number of identified domestic violence calls.
- ii. DPD will provide an aggregate annual count of all homicides, attempted murders, and total domestic violence incidents from 2015 – 2017. It will also delineate when these incidents were identified as intimate partner violence incidents.
- iii. DPD will provide an extract with incident-level data from 2015 – 2017 of the following incidents: Homicides, Attempted murder, CSC, (aggravated) assaults, strangulation, Violation of Protection Orders, stalking / menacing, Harassment and other domestic violence identified offenses. Incident data will include available information concerning the relationship between perpetrator and victim, narrative(s) of the incident, applicable supplemental reports for DV cases, date and location of the incident, type of weapon used, and characteristics of the victim(s) and perpetrator(s) such as name, DOB, gender, race/ethnicity.

- iv. DPD will restrict the database view to exclude records DPD deems as holding a sensitive nature such as cases being handled by Internal Affairs or other specialized units.
 - B. DPD will evaluate other data requests not obtainable from the database view submitted in writing by National Network for Safe Communities and grant or deny those requests on a case-by-case basis.

III. Use and Analysis by National Network for Safe Communities

The Parties hereby agree as follows:

- A. National Network for Safe Communities will use data to produce deliverables in accordance with activities outlined in the attached scoping documents for the Intimate Partner Violence Initiative (IPVI). Details of the scope of the National Network for Safe Communities IPVI are provided in Appendix B of this document. National Network for Safe Communities shall own all rights, title and interest in the deliverables it creates.
- B. Prospective deliverables of the National Network for Safe Communities to be produced using DPD data include but are not limited to:
 - i. Review of crime data relevant to IPVI initiative and a summary of trends and patterns.
 - ii. Offender Ladder to be used to implement IPV reduction model.
 - iii. Social Network Analyses, Workups, Crime Maps. Analysis and identification of repeat offenders and repeat victims.
 - iv. Analysis and identification of services available. Match of specific services with identified suspects and victims.
 - v. Other deliverables on an as-needed basis related to Technical Assistance of the IPVI initiative.
- C. Use and Access
 - i. The National Network for Safe Communities will only download, manipulate, or analyze non-personally identifiable data on secure equipment approved by Detroit Police Department or the Public Safety Division of the City of Detroit's Department of Innovation and Technology.
 - ii. The National Network for Safe Communities will not download or extract DPD data onto other non-secured, non-approved pieces of technology including thumb drives, non-secured laptops or personal computers, or cloud services not provided by Detroit Police Department. In practice, this means only conducting activities while onsite in Detroit at a DPD facility.

- iii. The National Network for Safe Communities will restrict the download, viewing, manipulation, analysis, or other use of DPD data to personnel approved, in writing, by DPD.
- iv. The National Network for Safe Communities will only download, manipulate, or analyze non-personally identifiable data in secure locations at which non-approved personnel cannot view computer screens while in use. NNSC will only have read-only access to data and will only manipulate data that has been downloaded for analysis purposes.
- v. The National Network for Safe Communities will store equipment in secure, locked locations that meet the FBI CJIS Security Policy definition of a physically secure location or controlled area. (Sections 5.9.1 and 5.9.2) when not in use.
- vi. The National Network for Safe Communities will operate in compliance with local, state, and federal law and policies relevant to seeking, retaining, and disseminating criminal justice information. Any dissemination of data received by NNSC must be requested, approved, and logged for audit purposes by Deputy Chief Grant Ha, Legal Adviser at DPD and Mike Saraino, Desktop Support Manager / LASO and Agency TAC at Department of Innovation and Technology.
- vii. The National Network for Safe Communities will work under provisions of DPD non-disclosure agreements, and DPD information sharing agreements.
- viii. The National Network for Safe Communities will not retain or use data for any commercial or research purposes, beyond the scope of the IPVI initiative.

D. Compliance

- i. National Network for Safe Communities will operate in compliance with applicable federal law and policies relevant to seeking, retaining, and disseminating justice information. These laws and policies include but are not limited to the laws and policies expressed in Appendix A of this document.
- ii. National Network for Safe Communities will work under provisions of DPD non-disclosure agreements, and DPD information sharing agreements.
- iii. This agreement will expire after a period of 5 years from the date where all signatory parties have signed this document.

IV. Obligations of the Disclosing and Receiving Parties

A. Property of the Disclosing Party

All rights, title, and interest in and to the Confidential Information (including all information created or stored on, deleted from, and/or sent through the Disclosing Party's technology systems, including but not limited to telecom, voice over internet protocol (VOIP), video, email, Internet, Intranet, desktop computers, network systems, and related systems) shall be and remain vested in the Disclosing Party.

Nothing in this Agreement will grant the Receiving Party any patent, copyright, trademark, mask work, trade secret, license, or right of any kind with respect to the Confidential Information, other than to review and evaluate such information for the Purpose of the Disclosure set forth above. Unless otherwise stated, all Confidential Information is provided on an "AS IS" basis; and all representations and warranties, express or implied, are hereby disclaimed.

The Disclosing Party represents and warrants that all Confidential Information disclosed or otherwise provided to the Receiving Party has been lawfully obtained (e.g. not obtained through fraud, identity theft or any illegal or illicit means) and that the Disclosing Party has the legal right to disclose such Confidential Information.

B. The Receiving Party's Obligations

The Receiving Party agrees:

- i. It is free to disclose Public Information that appears on the City's Open Data Portal without any necessary authorization from the Disclosing Party.
- ii. It will not disclose any Confidential Information to third parties except under written authorization from the Disclosing Party. To request receipt of written authorization, the Receiving Party must provide to the Disclosing Party an audit trail containing the following written information: all incoming requests from members of The Public, along with the reason for use, the date of the request, the name of the Requestor(s), and any income generated on the part of the Receiving Party resulting from the request.
- iii. It will, upon receipt of authorization to disclose from the Disclosing Party, but before disclosing Confidential Information to a Requestor, enter into a written agreement with the Requestor that maintains the status of the Confidential Information, restricting its use in accordance with all the terms of this Agreement, and

provide a copy to the Disclosing Party. This agreement must also provide direct contact information to the Disclosing Party and a disclaimer that the Receiving Party does not speak on behalf of the Disclosing Party in an official manner; the Disclosing Party is not liable for the accuracy of the data or analysis provided by the Receiving Party; and the Disclosing Party is not associated with charges accompanying the data or analysis provided by the Receiving Party.

- iv. It will, after disclosure of Confidential Information to a Requestor, use written or electronic notification to inform each Requestor when information previously disclosed to each such Requestor is deleted or changed because the information is determined to be erroneous, includes incorrectly merged information, is out of date, cannot be verified, or lacks adequate context such that the rights of the individual may be affected.
- v. It will, after the disclosure request is completed, include an update to the audit trail provided to the Disclosing Party including the date the disclosure request was completed and the names of the employees of the Receiving Party and Requestor involved in the request.
- vi. It will not sell, publish, exchange, or disclose Confidential Information for commercial or other related purposes.
- vii. It will not use the Confidential Information for a purpose other than for the stated Purpose of the Disclosure, nor will it copy such information for a purpose other than for the stated Purpose of the Disclosure.
- viii. In the event that the Receiving Party has access (local or remote) to the Disclosing Party's technology systems, including but not limited to telecom, VOIP, video, Internet, Intranet, desktop computers, network systems, etc., the Receiving Party will exercise commercially reasonable care and safety precautions in transmitting any Confidential Information via these systems.
- ix. It will employ commercially reasonable security precautions and best efforts that are in accordance with the FBI CJIS Security Policy requirements to safeguard the secrecy and confidentiality of the Confidential Information, and to prevent unauthorized access, reproduction, disclosure, and/or use of any of the Confidential

Information, other than for the Purpose of the Disclosure and then only in compliance with the Agreement and subject to any applicable laws (a sample of relevant federal laws located in Appendix A).

- x. It will disclose to the Disclosing Party a list of directors, employees, consultants, and advisors who can gain access to Confidential Information under this Agreement, as well as any changes to this list during the Term of this Agreement. It will also disclose to its affiliated employees and contractors that they are also subject to this Agreement; and in the event the employment or engagement of any such person is terminated, the Receiving Party agrees to use its best efforts to recover any Confidential Information in such person's possession, custody, or control. Access to confidential information will require a successful background check to be completed by DPD which must include a name-based record search, as well as a state and federal fingerprint-based background check and that the appropriate security clearance be granted based on the requirements of FBI CJIS Security Policy Section 5.12.1 – Personnel Security Policy and Procedures.
- xi. It will not remove any copyright notice, trademark notice, confidential and/or other proprietary legend or indication of confidentiality set forth on or contained in any of the Confidential Information.
- xii. It will not disassemble or decompile software, or otherwise attempt to reverse engineer the design and function of any of the Confidential Information, nor will it develop, manufacture, produce, and/or distribute any software product or business system derived from or otherwise use any of the Confidential Information, unless with written authorization of the Disclosing Party.
- xiii. It will implement and maintain internal and external security safeguards against network intrusions, protecting Confidential Information from unauthorized access, modification, theft, or sabotage, whether internal or external and whether due to natural or human-caused disasters or intrusions. It will store Confidential Information in a manner such that it cannot be added to, modified, accessed, destroyed, or purged except by personnel authorized to take such actions. It will promptly notify the Disclosing Party in written or electronic format of each instance involving the

unauthorized use, access, disclosure, misuse, alteration, destruction or other compromise of the Confidential Information, including a detailed description of the circumstances and the parties involved. If a Receiving Party user is suspected of or found to be not complying with the provisions of this Agreement regarding the collection, use, retention, destruction, sharing, classification, or disclosure of information, the Disclosing Party will take appropriate action based on the facts and circumstances of the specific incident. These include the following:

1. Suspend or discontinue access to information by the user;
2. Request the agency, organization, contractor, or service provider employing the user to initiate proceedings to discipline the user or enforce the Agreement's provisions and to allow forensic inspection of implicated systems or property by the Disclosing Party;
3. Refer the matter to appropriate authorities for criminal prosecution, as necessary and appropriate, to effectuate the purposes of the Agreement.

- xiv. In the event that the Receiving Party is required to disclose any portion of the Disclosing Party's Confidential Information by applicable law, regulation, court order, legal process, or at the request of any governmental agency having supervisory authority over the Disclosing Party (provided such agency is under a general or specific obligation to maintain the confidentiality of such disclosures as a matter of law, regulation, or otherwise), the Receiving Party may do so, provided the Receiving Party notifies the Disclosing Party using an audit trail.
- xv. Subject to the availability of lawful appropriations and consistent with Section 8 of the New York State Court of Claims Act, the Receiving Party shall hold the Disclosing Party harmless from and indemnify it for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of the Receiving Party or of its officers or employees when acting within the course and scope of their employment.

C. Return of Confidential Information

Upon termination or expiration of the Agreement, the Receiving Party shall return the Disclosing Party's Confidential Information, or at the Receiving Party's written request to, and at the sole discretion of, the Disclosing Party, the Receiving Party shall destroy the Disclosing Party's Confidential Information and certify to the

Disclosing Party that the Confidential Information has been destroyed.

V. General Terms

- i. Notices. All notices, consents, approvals, requests and other communications (herein collectively called "Notices") related to this Agreement shall be given in writing, signed by an authorized representative of the Party issuing the Notice and mailed by U.S. first class mail, postage prepaid or by reputable overnight carrier, and addressed as follows:

If to the City as a Party:

Detroit Police Department
Attn: Office of the Chief of Police
1301 Third Street
Detroit, MI 48226

If to National Network for Safe Communities as a party:

The City University of New York
Attn: Office of Research
205 East 42nd Street, 11th Floor
New York, NY 10017

At any time during the term of this Agreement, either party may change its name of person to receive notices and/or address by providing written notice of a new name and/or address to the other party.

- ii. Consideration. Both Parties agree that any one of the duties, benefits and obligations of the Parties as set forth in this Agreement shall constitute valid consideration for this Agreement.
- iii. Severability. In the event that any provision in this Agreement is found by a court to be impermissible or illegal, that provision shall be stricken from the Agreement and the remainder of the Agreement shall remain in full force and effect in accordance with its original overall intent.
- iv. No Third-Party Rights. The Parties do not intend to create any legal or equitable rights or benefits in any third-party or any other person as a result of this Agreement.
- v. Modification. No amendment, change or modification to this Agreement, including any amendment, change or modification to this paragraph, shall be effective unless the same is in writing, references this Agreement, and is executed by both Parties.

- vi. Transfer. Any transfer of interest in this Agreement by one Party must comply with applicable federal and state laws, rules and regulations, as well as applicable state and local law, and, in addition requires the written consent of the other Party.
- vii. Merger. This Agreement together with the Detroit Police Department Data Sharing Agreement constitutes the complete and exclusive agreement and understanding between the Parties with respect to the Confidential Information, and supersedes all prior and contemporaneous negotiations, discussions, and understandings of the Parties, whether written or oral with respect to this subject matter. Notwithstanding, in the event of any conflict between the terms and conditions of this Agreement and any other document or agreement between the Parties (now and in the future) pertaining to the purposes contemplated by the Agreement, the terms and conditions of the agreement that is more limiting, restraining, and restrictive shall prevail with respect to the protection and non-disclosure of Confidential Information. This Agreement is intended to serve as an independent, fully enforceable Agreement between the Parties for all purposes set forth in this Agreement, whether it is attached to another agreement as an attachment, exhibit or similar document related to another agreement, or whether it is executed as a stand-alone agreement.
- viii. Independent Parties. The relationship of the Parties created by this Agreement is that of independent parties and not that of employer/employee, principal/agent, master/servant, contractor, partnership, joint venture or representative of the other. Neither Party will represent to third parties or The Public that it is the representative of the other in any manner or capacity whatsoever.
- ix. Force Majeure. No failure or delay in performance of this Agreement, by either Party, shall be deemed to be a breach thereof when such failure or delay is caused by a force majeure event including, but not limited to, any Act of God, strikes, lockouts, wars, acts of terrorism, riots, epidemics, explosions, sabotage, breakage or accident to equipment, the binding order of any court or governmental authority, or any other cause, whether of the kind herein enumerated or otherwise, not within the control of a Party.
- x. Compliance with all Laws. Each Party represents and warrants to the other Party that it will comply with all applicable federal, state, and local laws, regulations, and rules.
- xi. Termination. This Agreement is understood to be in effect for a period of five years after the effective date of this agreement or until terminated by either party. This Agreement may be terminated by either Party without cause by providing thirty (30) calendar days advance written notice to the other Party.

The undersigned acknowledge and agree that they have the authority to enter into this Agreement and hereby bind their respective Party and any Party Affiliates who obtain Confidential Information.

This Agreement will be effective as of: _____, _____ (“Effective Date”).

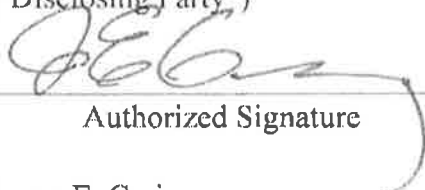
Acknowledged and agreed:

Detroit Police Department

The City University of New York on behalf
of John Jay College of Criminal Justice

(“Disclosing Party”)

(“Receiving Party”)



Authorized Signature

James E. Craig
Chief of Police
Detroit Police Department
1301 Third Street
Detroit, MI 48226

Authorized Signature

Farida Lada, PhD, MBA
Associate University Provost for Research
Administration & Compliance
The City University of New York
205 East 42nd Street
New York, NY 10017

**APPENDIX A –FEDERAL LAW AND POLICIES RELEVANT TO SEEKING,
RETAINING, AND DISSEMINATING JUSTICE INFORMATION**

FEDERAL:

1. US Constitution
2. Federal Bureau of Investigations (FBI) Criminal Justice Information Services (CJIS) Security Policy
3. CJIS Security Addendum
4. Code of Federal Regulations Criminal Intelligence Systems Operating Policies, Title 28, Chapter 1, Part 23
5. Code of Federal Regulations Criminal Intelligence Systems Operating Policies, Title 28, Chapter 1, Part 20
6. National Crime Information Center 2000 Operating Manual
7. United States Intelligence Activities, Executive Order 12333

APPENDIX B– SCOPE OF WORK

Between 40 and 50 percent of female homicide victims are killed by intimate partners,¹ and intimate partner violence (IPV) comprises 15 percent of all violent crime.² Despite years of efforts, traditional criminal legal responses to IPV not only have fallen short in improving victim safety and creating offender accountability, but have also burdened victims by asking that they leave the relationship and their support networks, re-locate themselves and their children, and take criminal justice steps that could put them and their families at further risk. Developed by the National Network for Safe Communities (NNSC), the Intimate Partner Violence Intervention (IPVI) is an offender-focused, victim-centered approach that addresses the most serious and chronic intimate partner violence. The strategy aims to reduce harm to victims; intervene early in cycles of victimization; counter the “experiential effect” by which ineffective criminal justice responses teach IPV offenders that they will not be held accountable; and shift the burden of preventing IPV from victims to a partnership of criminal justice actors, advocates, service providers, and community figures. Through this partnership, IPVI addresses all intimate partner violence offenders known to the criminal justice system. The strategy intervenes early with low-level offenders, puts them on notice of community intolerance for IPV and that further and more serious offending will be met with a meaningful legal response, offers community-based outreach and support, and takes special steps to address those who prove themselves to be most dangerous. Incarceration is used as a last resort – saved only for the most chronic dangerous offenders who have not responded to multiple deterrence efforts. Integral to the intervention is enhanced victim service provision, established through affirmative outreach protocols and a parallel victim support structure – and the mandate that no action be taken against an IPV offender until safety measures are in place to support and protect victims at highest risk.

Overview of the Problem Analysis

In order to successfully address a problem, you must first understand what the problem is. This is why the National Network for Safe Communities’ Intimate Partner Violence Intervention (IPVI) incorporates a comprehensive quantitative and qualitative data analysis of every jurisdiction they work with to implement IPVI. Taking a holistic approach, the National Network does an in-depth inquiry of the jurisdiction’s crime data to identify the jurisdiction’s most serious and chronic IPV offenders, evaluates resources and capacity across partner agencies, and assesses current policies and operations. The

¹ Campbell, J.C., D. Webster, J. Koziol-McLain, C.R. Block, D. Campbell, M.A. Curry, F. Gary, J. McFarlane, C. Sachs, P. Sharps, Y. Ulrich, and S.A. Wilt. “Assessing Risk Factors for Intimate Partner Violence Homicide.” *NIJ Journal* 250 (November 2003): 14-19, NCJ 196547.

² Truman, Jennifer L. and R.E. Morgan. “Nonfatal Domestic Violence, 2003-2012.” Bureau of Justice Statistics Special Report (April 2014): 3, NCJ 244697.

National Network then conducts an extensive review and produces the Problem Analysis; a comprehensive report that provides both the NNSC and the jurisdiction with a thorough breakdown of the jurisdiction's local IPV offending dynamics, allowing them to work together to adapt the IPVI strategy from a place of understanding. This report is broken down into three phases, which are described below:

Phase 1: Data Request

The scope of IPV offending – its frequency, severity, varies from jurisdiction to jurisdiction. As local IPV offending dynamics ultimately dictate the application of the IPVI, the National Network requests the following three levels of data for the sole use of developing and advising the implementation of IPVI. Further breakdowns of the categories below are included at the end of this document in the section titled "Data Request Breakdown."

1. Aggregate (e.g. number of IPV Calls for Service by month and/or year)
2. Incident (e.g., homicides and other domestic violence incidents)
3. Individual (e.g., data on characteristics of victims and perpetrators)

Upon receiving this data, the NNSC will conduct an extensive analysis that will inform both the intervention and provide a comprehensive understanding of local offending patterns and dynamics. In order to ensure the most thorough analysis possible, the NNSC requests that data is shared in .CSV or .XLSX format. In addition to this, a codebook or reference source should accompany each dataset in order to understand all the variables and fields in the provided data set. It is okay if a key or codebook does not exist, as the NNSC will work with the jurisdiction to identify and understand what the individual fields mean.

Phase 2: Process Analysis

This portion of the report aims to assess the jurisdiction's current policies and operational procedures in response to IPV, as well as evaluate capacity across partner agencies and potential resources. The bulk of this analysis occurs over the course of a two-day field assessment, in which the National Network meets with a jurisdiction's law enforcement and service provider stakeholders to review specific reports or incidents from the aforementioned 3-year period. These stakeholders include, but are not limited to, representatives from the jurisdiction's Police Department, District Attorney's Office(s), Crime Victims Bureau, Parole, Probation, and community based organizations that work to address IPV by advocating for victims or providing resources for offenders.

Each group of stakeholders details their day-to-day operations regarding IPV cases for the NNSC, which will include, but are not limited to:

- Practices and protocols when responding to IPV calls for service
- Primary Aggressor Assessment
- Process for making arrests
- Process for working with victims and offenders
- Post-arrest processes for PD and the District Attorney's Office
- IPV Prosecution in the jurisdiction
- Follow-up on IPV calls for service that resulted in a charge
- Data & Tracking procedures for IPV

After stakeholders detail their IPV response operational practices and protocols, the NNSC and stakeholders review a set of IPV incident reports as part of a comprehensive incident review. Each partner present at the incident review should be prepared to offer in-depth information on the specific cases selected, as well as have comprehensive knowledge of their agency's response to IPV. Ideally, the jurisdiction will be able to select IPV incident reports that demonstrate a range of IPV offending, from low level offenses to attempted and completed fatalities.

For the purposes of this research exercise, an incident will be defined as IPV (versus family violence) if anyone of the following conditions are met:

- Relationship status was deemed: intimate, married, or currently dating
- Relationship status was deemed: formerly intimate, married, or dating
- Relationship status was neither condition 1) nor 2), but the victim and offender share a child together

Sample questions that may be asked during the process analysis and the incident review can be found at the end of this document in the section titled "Sample Questions for Process Analysis & Incident Review."

This process allows the NNSC to gain a greater understanding of the overall IPV offending characteristics in the jurisdiction and how each agency responds to these incidents. Each jurisdiction is unique, and this analysis allows us to best understand the context in which we will be guiding the implementation of our intervention. A sample agenda for this meeting can be found at the end of this document under the section titled "Sample Agenda for Process Analysis & Incident Review."

Phase 3: Developing the Offending Ladder

Based on the analysis of the jurisdiction's IPV crime data, the NNSC presents the jurisdiction with a list of the individuals likely to be the jurisdiction's most serious and chronic offenders. While what is considered "serious" and "chronic" offending behaviors will vary from jurisdiction to jurisdiction, offenders are likely to be classified as most serious if the following two conditions are met:

1. The individual was listed as the primary aggressor on an IPV incident report that had a 'serious' Offense. Examples of offenses deemed serious are included below. This is not an exhaustive list and will differ according to each jurisdiction.
 - Aggravated Criminal Contempt
 - Aggravated Harassment, Aggravated Harassment 2nd
 - Assault 2nd
 - Assault 3rd
 - Criminal Contempt 1st
 - Criminal Contempt 2nd
 - Criminal Obstruction of Breathing
 - Forcible Restraint
 - Menacing 2nd
 - Rape 1st
 - Stalking 4th
 - Strangulation
 - Unlawful Imprisonment 1st
 - Unlawful Imprisonment 2nd
 - Violation of OP
2. An IPV incident report indicated that the victim was injured or the offender threatened with/used a weapon or the report involved an offender that had 2 or more reports

Individuals that are deemed as the most serious and chronic by meeting criteria similar to what is laid out above are then categorized as the jurisdictions first batch of "A-Level" offenders. Once these offenders are identified, the NNSC and the jurisdiction will then work develop the criteria for the offending ladder based on the jurisdiction's identified local offending dynamics as part of the implementation process. The offending ladder consists of four mutually exclusive offending categories (A,B,C, and D), starting with D being the lowest level and escalating to A.

Report Presentation and Next Steps

Culminating the NNSC's quantitative and qualitative analysis of IPV in the jurisdiction, the NNSC will develop a report and present it to the jurisdiction. The report will detail the NNSC's findings, recommendations for further development, and next steps for effective implementation.

Prospective deliverables for implementation include but are not limited to:

- i. Review of crime data relevant to IPVI initiative and a summary of trends and patterns.
- ii. Offender Ladder to be used to implement IPV reduction model.
- iii. Social Network Analyses, Workups, Crime Maps. Analysis and identification of repeat offenders and repeat victims.
- iv. Analysis and identification of services available. Match of specific services with identified suspects and victims.
- v. Other deliverables on an as-needed basis related to Technical Assistance of the IPVI initiative.

**DETROIT POLICE DEPARTMENT
DATA SHARING AGREEMENT**

For Non-Law
Enforcement Entities

This Data Sharing Agreement (“Agreement”) is entered into as of the Effective Date (below) by and between the undersigned parties (the “Parties”). It is understood between the Parties that this Agreement shall survive for the “Term” identified in the Agreement below.

I. Definitions

As used in this Agreement:

- A. “Affiliate” is any person, partnership, joint venture, corporation, or other form of enterprise, domestic or foreign, including but not limited to parents, subsidiaries, that directly or indirectly, control, is/are controlled by, or are under common control with a party.
- B. “Audit Trail” is a term for recording or logging a sequence of activities.
- C. “Confidential Information” means non-public information and related materials (whether written, electronic, or verbal) that a Party to this Agreement (the “Disclosing Party”) designates in writing as being confidential, proprietary, or personal information the Party that receives such information (the “Receiving Party”) or which, under the circumstances surrounding disclosure and because it falls within one of the definitions below in this Section C, shall be treated as confidential and/or proprietary by the Receiving Party without any such written designation. Confidential Information also includes information regarding the circumstances under which the Parties have reached this Agreement, as well as information gleaned from access to staff and/or technological systems. Confidential Information includes, but is not limited to: Criminal Justice Information or Data, Criminal History Records Information, Criminal Intelligence Information or Data, Personally Identifiable Information, and Metadata, the definitions of which are listed below. Confidential Information specifically does not include Public Information as defined below.
 - i. “Criminal Justice Information” or “Criminal Intelligence data” refers to the data necessary for law enforcement agencies to perform their mission and enforce the laws, including but not limited to: biometric, identity history, person, organization, property, and case/incident history data and including information obtained from LEIN, AFIS, and other information systems.
 - ii. “Criminal History Record Information” is a subset of criminal justice information. It includes any notations or other written or electronic

evidence of an arrest, detention, complaint, indictment, information, or other formal criminal charge relating to an identifiable person that includes identifying information regarding the individual as well as the disposition of any charges.

- iii. "Criminal Intelligence Information" or "Criminal Intelligence Data" is information deemed relevant to the identification of and the criminal activity engaged in by an individual who, or organization that is, reasonably suspected of involvement in criminal acts.
- iv. "Personally Identifiable Information" is information which can be used to distinguish or trace an individual's identity, such as name, social security number, or biometric records, alone or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, or mother's maiden name.
- v. "Metadata" refers to information about a particular content, used to facilitate the understanding, use, and management of information. Metadata may include descriptions regarding fields, architecture, file size, and file format.

- D. "Information Quality" is the accuracy and validity of the actual values of the data, data structure, and database/data repository design. The elements of information quality are accuracy, completeness, currency, reliability, and verifiability.
- E. "Party(ies)" are the Party-signatories to this Agreement and includes all Affiliates, departments, elected and appointed officials, officers, directors, employees, contractors, subcontractors, and agents of that party, unless otherwise indicated in this Agreement.
- F. "Public Information" is information lawfully made available to The Public from federal, state, or local government records. This Agreement specifically includes all data appearing on the City of Detroit's Socrata Open Data Portal (located at www.data.detroitmi.gov) as "Public Information."
- G. "Purpose of the Disclosure" means to facilitate discussion about, and the evaluation of, a potential relationship between the Parties. In the event that the Parties enter into a relationship, the meaning of "Purpose of the Disclosure" shall be broadened to include the lawful sharing of Confidential Information in any current data sharing arrangements and for the purposes set forth in subsequent agreements entered into writing, between the Parties.
- H. "The Public" refers to:
 - i. Any person and any for-profit or nonprofit entity, organization, or association;

- ii. Any governmental entity for which there is no existing specific law authorizing access to the agency's information;
- iii. Media organizations; and
- iv. Entities that seek, receive, or disseminate information for whatever reason, regardless of whether it is done with the intent of making a profit, and without distinction as to the nature or intent of those requesting information from the agency.

"The Public" does not include Parties or Affiliates of the Parties.

I. "Requestor" means a person or entity from The Public that requests Confidential Information from a Receiving Party.

II. The Parties Hereby Agree As Follows:

A. Property of the Disclosing Party

All rights, title, and interest in and to the Confidential Information (including all information created or stored on, deleted from, and/or sent through the Disclosing Party's technology systems, including but not limited to telecom, voice over internet protocol (VOIP), video, email, Internet, Intranet, desktop computers, network systems, and related systems) shall be and remain vested in the Disclosing Party.

Nothing in this Agreement will grant the Receiving Party any patent, copyright, trademark, mask work, trade secret, license, or right of any kind with respect to the Confidential Information, other than to review and evaluate such information for the Purpose of the Disclosure set forth above. Unless otherwise stated, all Confidential Information is provided on an "AS IS" basis; and all representations and warranties, express or implied, are hereby disclaimed.

The Disclosing Party represents and warrants that all Confidential Information disclosed or otherwise provided to the Receiving Party has been lawfully obtained (e.g. not obtained through fraud, identity theft or any illegal or illicit means) and that the Disclosing Party has the legal right to disclose such Confidential Information.

B. The Receiving Party's Obligations

The Receiving Party agrees:

- i. It is free to disclose Public Information that appears on the City's Open Data Portal without any necessary authorization from the Disclosing Party.
- ii. It will not disclose any Confidential Information to third parties except under written authorization from the Disclosing Party. To request receipt of written authorization, the Receiving Party must provide to the Disclosing Party an audit trail containing the following written information: all incoming requests from members of The Public, along with the reason for use, the date of the request, the name of the Requestor(s), and any income generated on the part of the Receiving Party resulting from the request.
- iii. It will, upon receipt of authorization to disclose from the Disclosing Party, but before disclosing Confidential Information to a Requestor, enter into a written agreement with the Requestor that maintains the status of the Confidential Information, restricting its use in accordance with all the terms of this Agreement, and provide a copy to the Disclosing Party. This agreement must also provide direct contact information to the Disclosing Party and a disclaimer that the Receiving Party does not speak on behalf of the Disclosing Party in an official manner; the Disclosing Party is not liable for the accuracy of the data or analysis provided by the Receiving Party; and the Disclosing Party is not associated with charges accompanying the data or analysis provided by the Receiving Party.
- iv. It will, after disclosure of Confidential Information to a Requestor, use written or electronic notification to inform each Requestor when information previously disclosed to each such Requestor is deleted or changed because the information is determined to be erroneous, includes incorrectly merged information, is out of date, cannot be verified, or lacks adequate context such that the rights of the individual may be affected.
- v. It will, after the disclosure request is completed, include an update to the audit trail provided to the Disclosing Party including the date the disclosure request was completed and the names of the employees of the Receiving Party and Requestor involved in the request.

- vi. It will not sell, publish, exchange, or disclose Confidential Information for commercial or other related purposes.
- vii. It will not use the Confidential Information for a purpose other than for the stated Purpose of the Disclosure, nor will it copy such information for a purpose other than for the stated Purpose of the Disclosure.
- viii. In the event that the Receiving Party has access (local or remote) to the Disclosing Party's technology systems, including but not limited to telecom, VOIP, video, Internet, Intranet, desktop computers, network systems, etc., the Receiving Party will exercise commercially reasonable care and safety precautions in transmitting any Confidential Information via these systems.
- ix. It will employ commercially reasonable security precautions and best efforts to safeguard the secrecy and confidentiality of the Confidential Information, and to prevent unauthorized access, reproduction, disclosure, and/or use of any of the Confidential Information, other than for the Purpose of the Disclosure and then only in compliance with the Agreement and subject to any applicable laws (a sample of relevant federal laws located in Appendix A).
- x. It will disclose to the Disclosing Party a list of directors, employees, consultants, and advisors who can gain access to Confidential Information under this Agreement, as well as any changes to this list during the Term of this Agreement. It will also disclose to its affiliated employees and contractors that they are also subject to this Agreement; and in the event the employment or engagement of any such person is terminated, the Receiving Party agrees to use its best efforts to recover any Confidential Information in such person's possession, custody, or control. Access to confidential information may require a successful background check and appropriate security clearance completed by Detroit Police Department.
- xi. It will not remove any copyright notice, trademark notice, confidential and/or other proprietary legend or indication of confidentiality set forth on or contained in any of the Confidential Information.

- xii. It will not disassemble or decompile software, or otherwise attempt to reverse engineer the design and function of any of the Confidential Information, nor will it develop, manufacture, produce, and/or distribute any software product or business system derived from or otherwise use any of the Confidential Information, unless with written authorization of the Disclosing Party.

- xiii. It will implement and maintain internal and external security safeguards against network intrusions, protecting Confidential Information from unauthorized access, modification, theft, or sabotage, whether internal or external and whether due to natural or human-caused disasters or intrusions. It will store Confidential Information in a manner such that it cannot be added to, modified, accessed, destroyed, or purged except by personnel authorized to take such actions. It will promptly notify the Disclosing Party in written or electronic format of each instance involving the unauthorized use, access, disclosure, misuse, alteration, destruction or other compromise of the Confidential Information, including a detailed description of the circumstances and the parties involved. If a Receiving Party user is suspected of or found to be not complying with the provisions of this Agreement regarding the collection, use, retention, destruction, sharing, classification, or disclosure of information, the Disclosing Party will take appropriate action based on the facts and circumstances of the specific incident. These include the following:
 - 1. Suspend or discontinue access to information by the user;
 - 2. Request the agency, organization, contractor, or service provider employing the user to initiate proceedings to discipline the user or enforce the Agreement's provisions and to allow forensic inspection of implicated systems or property by the Disclosing Party;
 - 3. Refer the matter to appropriate authorities for criminal prosecution, as necessary and appropriate, to effectuate the purposes of the Agreement.

- xiv. In the event that the Receiving Party is required to disclose any portion of the Disclosing Party's Confidential Information by applicable law, regulation, court order, legal process, or at the request of any governmental agency having supervisory authority over the Disclosing Party (provided such agency is under a general or specific obligation to maintain the confidentiality of such disclosures as a matter of law, regulation, or otherwise), the

Receiving Party may do so, provided the Receiving Party notifies the Disclosing Party using an audit trail.

- xv. Subject to the availability of lawful appropriations and consistent with Section 8 of the New York State Court of Claims Act, the Receiving Party shall hold the Disclosing Party harmless from and indemnify it for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of the Receiving Party or of its officers or employees when acting within the course and scope of their employment.

C. Return of Confidential Information

Upon termination or expiration of the Agreement, the Receiving Party shall return the Disclosing Party's Confidential Information, or at the Receiving Party's written request to, and at the sole discretion of, the Disclosing Party, the Receiving Party shall destroy the Disclosing Party's Confidential Information and certify to the Disclosing Party that the Confidential Information has been destroyed.

D. General Terms.

- i. Notices. All notices, consents, approvals, requests and other communications (herein collectively called "Notices") related to this Agreement shall be given in writing, signed by an authorized representative of the Party issuing the Notice and mailed by U.S. first class mail, postage prepaid or by reputable overnight carrier, and addressed as follows:

If to the City as a Party:

Detroit Police Department
Attn: Chief of Police
City of Detroit Police Department
1301 Third Street
Detroit, MI 48226

If to the other Party to this Agreement:

The City University of New York
Attn: Office of Research
205 East 42nd Street, 11th Floor
New York, NY 10017

At any time during the term of this Agreement, either party may change its name of person to receive notices and/or address by providing written notice of a new name and/or address to the other party.

- ii. Consideration. Both Parties agree that any one of the duties, benefits and obligations of the Parties as set forth in this Agreement shall constitute valid consideration for this Agreement.
- iii. Severability. In the event that any provision in this Agreement is found by a court to be impermissible or illegal, that provision shall be stricken from the Agreement and the remainder of the Agreement shall remain in full force and effect in accordance with its original overall intent.
- iv. No Third-Party Rights. The Parties do not intend to create any legal or equitable rights or benefits in any third-party or any other person as a result of this Agreement.
- v. Modification. No amendment, change or modification to this Agreement, including any amendment, change or modification to this paragraph, shall be effective unless the same is in writing, references this Agreement, and is executed by both Parties.
- vi. Transfer. Any transfer of interest in this Agreement by one Party must comply with applicable federal and state laws, rules and regulations, as well as applicable state and local law, and, in addition requires the written consent of the other Party.
- vii. Merger. This Agreement together with the Detroit Police Department & The City University Of New York On Behalf Of John Jay College's National Network For Safe Communities Memorandum Of Understanding constitutes the complete and exclusive agreement and understanding between the Parties with respect to the Confidential Information, and supersedes all prior and contemporaneous negotiations, discussions, and understandings of the Parties, whether written or oral with respect to this subject matter. Notwithstanding, in the event of any conflict between the terms and conditions of this Agreement and any other document or agreement between the Parties (now and in the future) pertaining to the purposes contemplated by the Agreement, the terms and conditions of the agreement that is more limiting, restraining, and restrictive shall prevail with respect to the protection and non-disclosure of Confidential Information. This Agreement is intended to serve as an independent, fully enforceable Agreement between the Parties for all purposes set forth in this Agreement, whether it is attached to another agreement as an attachment, exhibit or similar document related to another agreement, or whether it is executed as a stand-alone agreement.

- viii. Independent Parties. The relationship of the Parties created by this Agreement is that of independent parties and not that of employer/employee, principal/agent, master/servant, contractor, partnership, joint venture or representative of the other. Neither Party will represent to third parties or The Public that it is the representative of the other in any manner or capacity whatsoever.
- ix. Force Majeure. No failure or delay in performance of this Agreement, by either Party, shall be deemed to be a breach thereof when such failure or delay is caused by a force majeure event including, but not limited to, any Act of God, strikes, lockouts, wars, acts of terrorism, riots, epidemics, explosions, sabotage, breakage or accident to equipment, the binding order of any court or governmental authority, or any other cause, whether of the kind herein enumerated or otherwise, not within the control of a Party.
- x. Compliance with all Laws. Each Party represents and warrants to the other Party that it will comply with all applicable federal, state, and local laws, regulations, and rules.
- xi. Term and Termination. The term of this Agreement will be three (3) years from the Effective Date of this Agreement, unless the Parties mutually agree in writing to extend the Agreement for one or more additional three-year terms. This Agreement may be terminated by either Party without cause by providing thirty (30) calendar days advance written notice to the other Party. Notwithstanding the termination or expiration of this Agreement, the Receiving Party's duties and obligations with respect to non-disclosure and non-use of the Confidential Information shall continue indefinitely unless the Disclosing Party has expressly and specifically agreed in writing that some or all of the Confidential Information provided to the Receiving Party is either no longer confidential or may be disclosed to The Public.

The undersigned acknowledge and agree that they have the authority to enter into this Agreement and hereby bind their respective Party and any Party Affiliates who obtain Confidential Information.

This Agreement will be effective as of: _____, _____ (“Effective Date”).

Acknowledged and agreed:

Detroit Police Department

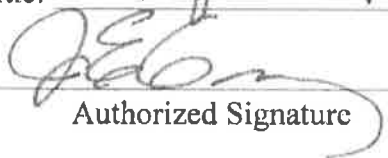
The City University of New York on behalf
of John Jay College of Criminal Justice

Name (“Disclosing Party”)

Name (“Receiving Party”)

Title: Chief of Police

Title: _____



Authorized Signature

Authorized Signature

Name: James E. Craig

Name: Farida Lada, PhD, MBA

Title: Chief of Police

Title: Associate University Provost for
Research Administration &
Compliance

Address: Detroit Police Department
1301 Third Street
Detroit, MI 48226

Address: The City University of New York
205 East 42nd Street
New York, NY 10017



DEPARTMENTAL SUBMISSION

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

FILE NUMBER: Office of the Chief Financial Officer -
Development & Grants-0022

*** RE:**

Submitting reso. autho.to Accept and Appropriate a Sub-Award of the Intimate Partner Violence Intervention Grant.

*** SUMMARY:**

The City University of New York has awarded the City of Detroit Police Department with the Intimate Partner Violence Intervention Grant for a total of \$75,000. The grant is a sub-award from the U.S. Department of Justice to the City University of New York. There is no match requirement for this grant.

*** RECOMMENDATION:**

Submitting reso. autho.to Accept and Appropriate a Sub-Award of the Intimate Partner Violence Intervention Grant.

The City University of New York has awarded the City of Detroit Police Department with the Intimate Partner Violence Intervention Grant for a total of \$75,000. The grant is a sub-award from the U.S. Department of Justice to the City University of New York. There is no match requirement for this grant.

*** DEPARTMENTAL CONTACT:**

Name: Jalesa Beck
Position: Administrative Assistant

***=REQUIRED**



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

18

February 7, 2020

Handwritten mark resembling the number 15.

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 National Fish and Wildlife Foundation for the FY 2020 Southeastern Michigan Resilience Fund Grant

The General Services Department is hereby requesting authorization from Detroit City Council to submit a grant application to the National Fish and Wildlife Foundation for the FY 2020 Southeastern Michigan Resilience Fund Grant. The amount being sought is \$300,000.00. The Foundation share is 50 percent or \$300,000.00 of the approved amount, and there is a required cash match of 50 percent or \$300,000.00. The total project cost is \$600,000.00.

The FY 2020 Southeastern Michigan Resilience Fund Grant will enable the department to make the following improvements at Palmer Park:

- Restore four acres of aquatic habitat
- Enhance the biodiversity of the Witherall Woods
- Reconfigure over two acres of surface habitat in the park
- Expand and resurface 1.2 miles of existing trails and boardwalk
- Increase public access for nature education opportunities

If the application is approved, a cash match will be provided from appropriation 21001.

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

Sincerely,
DocuSigned by:
Ryan Friedrichs
A38B48C2052F48B...

DocuSigned by:
Tina Tolliver
1E1A2ABBD6C84B3...

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

Office of Budget

FEB 7 2020 - MTNB AS (30)

CITY CLERK 2020 FEB 21 11:14 AM



Office of Development and Grants

RESOLUTION

Council Member _____

WHEREAS, the General Services Department has requested authorization from City Council to submit a grant application to the National Fish and Wildlife Foundation, for the FY 2020 Southeastern Michigan Resilience Fund Grant, in the amount of \$300,000.00, to make habitat improvements at Palmer Park; and

WHEREAS, the General Services Department has \$300,000.00 available in appropriation number 21001, for the City match requirement for the FY 2020 Southeastern Michigan Resilience Fund Grant; and

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

THEREFORE BE IT RESOLVED, the General Services Department is hereby authorized to submit a grant application to the National Fish and Wildlife Foundation for the FY 2020 Southeastern Michigan Resilience Fund Grant.



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

Grant Application Request Form (GARF)

In order to secure the Office of Development and Grants (ODG) 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 signed and submitted not later than 20 business days prior to the application deadline.

Please submit this form to the following ODG staff: Sajjiah Parker, Assistant Director, parkersa@detroitmi.gov and Greg Andrews, Program Analyst IV, andrewsgr@detroitmi.gov

City Department	GSD
Date	1/28/20
Department Contact Name	Jeff Klein
Department Contact Phone	313-400-5014
Department Contact Email	kleinj@detroitmi.gov
Grant Opportunity Title	Southeastern Michigan Resilience Fund
Grant Opportunity Funding Agency	National Fish and Wildlife Foundation
Web Link to Opportunity Information	https://www.nfwf.org/apply-grant
Award Amount (that Department will apply for)	\$300,000
Application Due Date	February 27, 2020
Anticipated Proposed Budget Amount	\$600,000
City Match Contribution Amount	\$300,000
Source of City Match (include Appropriation Number, Cost Center, and Object Code)	UTGO Bond 4503 21001 470012 644124 475001
List of programs/services/activities to be funded and the Budget for each <i>Sample:</i> - ABC Afterschool program: \$150,000 - XYZ Youth leadership program: \$100,000 - Salary/Benefits: \$95,000 - Supplies: \$5,000	Restore 4 acres of aquatic habitat Enhance the biodiversity of Witherell Woods Reconfigure 2+ acres of impervious surface Expand and resurface 1.2 miles of existing trails & boardwalk Increase public access to nature education opportunities
Brief Statement of Priorities/Purpose for the Application <i>Sample: To support expansion of promising youth development programs in MNO neighborhood.</i>	Restore the aquatic habitat at Lake Frances in Palmer Park and improve its connection it to Witherell Woods
Key Performance Indicators to be Used to Measure the Programs/Services/Activities <i>Sample:</i> # of kids newly enrolled in ABC and XYZ % of kids from ABC who demonstrate improved educational performance	# of acres improved Increased resident use of the park and its natural amenities Amount of stormwater cooled and cleansed by green infrastructure

BAAD DICK
Director's Name (Please Print)

Brad Dick
Director's Signature

1-30-2020
Date



DEPARTMENTAL SUBMISSION

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

FILE NUMBER: Office of the Chief Financial Officer -
Development & Grants-0023

*** RE:**

Submitting reso. autho.to submit a grant application to the National Fish and Wildlife Foundation for the FY 2020 Southeastern Michigan Resilience Fund Grant.

*** SUMMARY:**

The General Services Department is hereby requesting authorization from Detroit City Council to submit a grant application to the National Fish and Wildlife Foundation for the FY 2020 Southeastern Michigan Resilience Fund Grant. The amount being sought is \$300,000. The Foundation share is 50 percent or \$300,000.00 of the approved amount, and there is a required cash match of 50 percent or \$300,000.00. The total project cost is \$600,000.

*** RECOMMENDATION:**

Submitting reso. autho.to submit a grant application to the National Fish and Wildlife Foundation for the FY 2020 Southeastern Michigan Resilience Fund Grant.

The General Services Department is hereby requesting authorization from Detroit City Council to submit a grant application to the National Fish and Wildlife Foundation for the FY 2020 Southeastern Michigan Resilience Fund Grant. The amount being sought is \$300,000. The Foundation share is 50 percent or \$300,000.00 of the approved amount, and there is a required cash match of 50 percent or \$300,000.00. The total project cost is \$600,000.

*** DEPARTMENTAL CONTACT:**

Name: Jalesa Beck
Position: Administrative Assistant

*=REQUIRED



Public Lighting Authority

~~36~~
36
~~35~~
35

19

400 Monroe Street, Suite 485
Detroit, Michigan, 48226
313-324-8291 Phone
313-638-2805 Fax
www.pladetroit.org

Our mission is to improve,
modernize and maintain the
street lighting system in Detroit.

February 5, 2020

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

**RE: DMVB – NCAA Fencing Championships
Petition #1203**

Dear Council Members:

The Detroit Metro Convention and Visitors Bureau is requesting permission to hang approximately 56 banners on various streets to welcome the 2020 NCAA Fencing Championships to the City of Detroit.

The Public Lighting Authority has inspected poles and finds them to be structurally sound and is recommending approval for the Detroit Metro Convention and Visitors Bureau to hang banners on Jefferson (between Washington and Beaubien) and Washington (between Jefferson and Congress) from March 9, 2020 to March 23, 2020.

Respectfully Submitted,

Beau Taylor, Executive Director
Public Lighting Authority

Enclosure: Petition

cc: Council Members
File
PLD

FEB 13 2020

SENT TO PRESIDENT JONES OFFICE
REFER TO PHS (20) GL

MAR 02 2020

MTNB(20) RM Pending Info

Janice M. Winfrey
City Clerk

City of Detroit
OFFICE OF THE CITY CLERK

Andre P. Gilbert II
Deputy City Clerk

DEPARTMENTAL REFERENCE COMMUNICATION

Wednesday, February 5, 2020

To: The Department or Commission Listed Below
From: Janice M. Winfrey, Detroit City Clerk

The following petition is herewith referred to you for report and recommendation to the City Council.

In accordance with that body's directive, kindly return the same with your report in duplicate within four (4) weeks.

DPW - CITY ENGINEERING DIVISION PLANNING AND DEVELOPMENT DEPARTMENT
PUBLIC LIGHTING AUTHORITY PUBLIC LIGHTING DEPARTMENT

1203 *Detroit Metro Convention & Visitors Bureau, request to hang approximately 56 banners on Jefferson between Washington and Beaubien and on Washington between Jefferson and Congress for the 2020 NCAA Fencing Championship.*

2 Woodward Ave. Coleman A. Young Municipal Center Rm. 200, Detroit, MI 48226

(313) 224 - 3260 | Fax: (313) 224 - 1466

City Of Detroit Banner Permit Application

For Banners in the Public Right-Of-Way

This application is for the proposed banner(s) for a specified period of time only. The City of Detroit will be strictly adhering to the Banner Permit Guidelines; please print them out for reference. This form must be completed and returned at least **60 days** prior to the date of installation. If submitted later than 60 days prior, application is subject to denial. If the requested Banner location is on a Michigan State Truck Line or Wayne County Road the application must be submitted at least **180 days** prior to the date of installation. After expiration of the permit (if granted), or should the banner change in any way, another application will be required.

SECTION 1 - APPLICANT INFORMATION

Contact Name: Sonya Robinson

Name of Organization: Detroit Metro Convention & Visitors Bureau

Mailing Address: 211 W. Fort, Ste. 1000, Detroit, MI 48226

Phone Number: 313-202-1997 E-Mail Address: srobinson@visitdetroit.com

Type of Banner(s) check all that apply:

- City of Detroit Non-Profit Other
 Community Business District
 Special Event Holiday

If registered as a non-profit, please indicate your non-profit status identification number and attach a copy of the certificate.

Non-profit identification number: _____

If applying for a business district banner(s) please identify the business district.

Business District: _____

Type of Request:

- Initial Permit Permit Renewal

If this request is for permit renewal, please provide the following:

Permit Identification Number: _____

Permit Expiration Date: _____

2 Woodward Ave., Suite 333, Detroit, MI 48226 ~ ~ Phone (313)224-2019 ~ ~ banners@detroitmi.gov

SECTION 2 – COMMERCIAL BANNER COMPANY

Contact Name: James Rimmel

Name of Organization: Banner Sign Co.

Mailing Address: 6538 Russell Street, Detroit, MI 48211

Phone Number: 313-758-6737 E-Mail Address: jim@bannersignco.com

SECTION 3 – BANNER INFORMATION

Purpose of Banner(s):

To welcome the 2020 NCAA Fencing Championships to The City of Detroit.

Time Period to display Banner(s): Install Date: 03/09/2020 Removal Date: 03/23/2020

Number of Banner(s) to display: 56

Streets on which Banner(s) are to be displayed:

Jefferson between Washington and Beaubien.

Washington between Jefferson and Congress.

Are any of the poles located on a Michigan State Trunk Line or Wayne County Road?

Refer to listing of Trunk Lines and Wayne County Roads. YES NO

Describe wording on the Banner(s) and any graphics:

NCAA Fencing Championships logo w/graphic.

Detroit Metro Sports Commission logo (see attached).

The following items **MUST BE** included in the permit application package in order for it to be considered:

- Completed banner permit application form
- Signed and dated indemnity agreement
- Signed and dated maintenance and removal agreement
- Copy of certificate of insurance
- Sketch, drawing, or actual sample of the banner to be displayed
- Listing and/or map of the specific locations for the Banner(s)
- \$100 non-refundable permit fee
- A refundable deposit to be held in escrow presented to Business License Department prior to the issuance of the Banner Permit

The undersigned applicant(s) agrees to abide by the provisions set by the City of Detroit to suspend a Banner or Banner(s) during the time period requested for this permit.

DAVID BEACHMAN

Applicant: Print Name

James Rimmel

Commercial Banner Representative: Print Name
i.e., installer/remover

[Signature]

Applicant: Signature

[Signature]

Commercial Banner Representative: Signature

02/04/2020

Date

02/04/2020

Date

AGREEMENT OF INDEMNITY

CITY OF DETROIT:

For and in consideration of the granting of a permit by the City of Detroit to suspend a Banner or Banners, the undersigned does agree to indemnify and hold harmless the City of Detroit, its officers, agents and employees from any and all claims arising out of the placement of, maintenance of, use of, or removal of banners, including claims involving Banners (or the structure upon which they are hung) falling on people or property.

INDEMNITOR (S):



Signature of Authorized Representative (Organization)



Name

211 W. Fort, Ste. 1000, Detroit, MI 48226

Address, City, State, Zip Code

313-202-1982

Phone Number

02/04/2020

Date



Signature of Authorized Representative (Banner Company)

James Rimmel

Name

6538 Russell Street, Detroit, MI 48211

Address, City, State, Zip Code

313-758-6737

Phone Number

02/04/2020

Date

MAINTENANCE & REMOVAL AGREEMENT

It is understood and agreed that during the initial display, and subsequent renewal periods if applicable, the permittee shall be responsible for inspecting banners and poles; replacing and/or removing banners that are torn, defaced or in general disrepair, including rigging. Where any street banner is found to present an immediate threat of harm to the public health, welfare or safety, the City shall summarily cause its removal.

It is also understood and agreed that banners are to be removed within seventy-two (72) hours of the revocation date of the permit. Any street banner not removed within that time period shall be removed by the City without notice to the permittee.

If the City removes banners because they are in disrepair, present a threat of harm, or because the permit has expired, it is understood and agreed that a portion or all of the refundable deposit will be forfeited by the permittee in order to cover the City's expense. If the expense of removal exceeds the amount of deposit, it is understood and agreed that the excess amount shall be collected from the person/entity to which the permit was issued.

It is also understood and agreed that in such cases when the City removes banners there is no guarantee that the banners can be reclaimed by the permittee.



Applicant: Print Name

James Rimmel

Commercial Banner Representative: Print Name
i.e., installer/remover



Applicant: Signature



Commercial Banner Representative: Signature

02/04/2020

Date

02/04/2020

Date

STATE TRUNK LINES & WAYNE COUNTY ROADS

Banners installed on State trunk lines or Wayne County Roads are subject to additional requirements. Permits for banners on State trunk lines or Wayne County Roads must comply with State and County guidelines. Please see the City of Detroit Policy on Banners in the Public Right-of-Way for details

Michigan State Trunk Lines in the City of Detroit

Cadillac Square	Jeffries
Clark Street	John C. Lodge
Clifford & Middle	Michigan Avenue
Davison	Randolph (Cadillac Square to Jefferson)
Edsel Ford	Schaefer
Eight Mile Road	Shore Street
Fisher	Southfield
Ford Road	Telegraph Road
Fort Road	Van Dyke
Grand River	W. P. Chrysler
Gratiot	Washington Boulevard
Greenfield	Woodward
Groesbeck	Wyoming
Hoover	

Wayne County Roads in the City of Detroit

Wayne County Roads

Chandler Park Drive
Chandler Park Drive
West Chicago Blvd.
Conant
Davison
Davison
Dix
Dix
Edward Hines Drive
Fenkell
Five Points
Gaines
Greenfield
Greenfield
West Jefferson
Joy Road
Kelly Road
Kelly Road
Lahser Road
Lamphere Road

Limits

Dickerson to Outer Drive
Whittier to Moross
Lamphere to West City Limits
South from Carpenter to Hamtramck West Line
Twelfth to Highland Park West City Limits
Syracuse to Dwyer
Woodmere to West City Limits
Rouge River Bridge to Oakwood Blvd
West City Limits to South City Limits and Warren
200 East of Wyoming to West City Limits
Eight Mile Road to Puritan
Southfield East Service Drive to 390 East
Tireman to James Couzens Drive
Paul to Tireman
Brennan to Rouge River
Greenfield to West City Limits
Morang to Kingsville
Kingsville to Eight Mile
Chalfonte to Eight Mile Road
Outer Drive South to R.R. to Outer Drive

Wayne County Roads in the City of Detroit (continued)

Wayne County Roads

Limits

Mack	Wayburn to North City Limits (650' of Moross)
McNichols	Wyoming to Five Points
McNichols	Alley West of Oakland to G.T.W.R.R.
McNichols	G.T.W.R.R. to Dequindre
Miller Road	Deaborn Road to Fort Street
Moross Road	Redmond to Mack
Mound	Caniff to Eight Mile
Outer Drive	Dunfries to Bassett
Outer Drive	Warren to Livernois
Outer Drive	Dequindre to McNichols
Outer Drive	Conner to Chandler Park
Outer Drive	Alter to Whittier
Outer Drive	Chandler Park to Mack
Schaefer Highway	Oakwood Boulevard to Dunfries
Schaefer Highway	Dunfries to Bassett
Schoolcraft	Grand River to Patton
Seven Mile Road East	Gratiot to Redmond
Seven Mile Road East	Woodward to Five Points
Swift	West Line of Hull to East Line of Swift
Tireman	200' East of Miller Road (Meyers) to Greenfield
Warren	D.T.R.R. to 600' East
Warren	Greenfield to Heyden
Warren	Heyden to West City Limits
Wyoming	J 30' South of Michigan to Michigan
Wyoming	Ford Road to D.T.R.R.

Welcome to Detroit



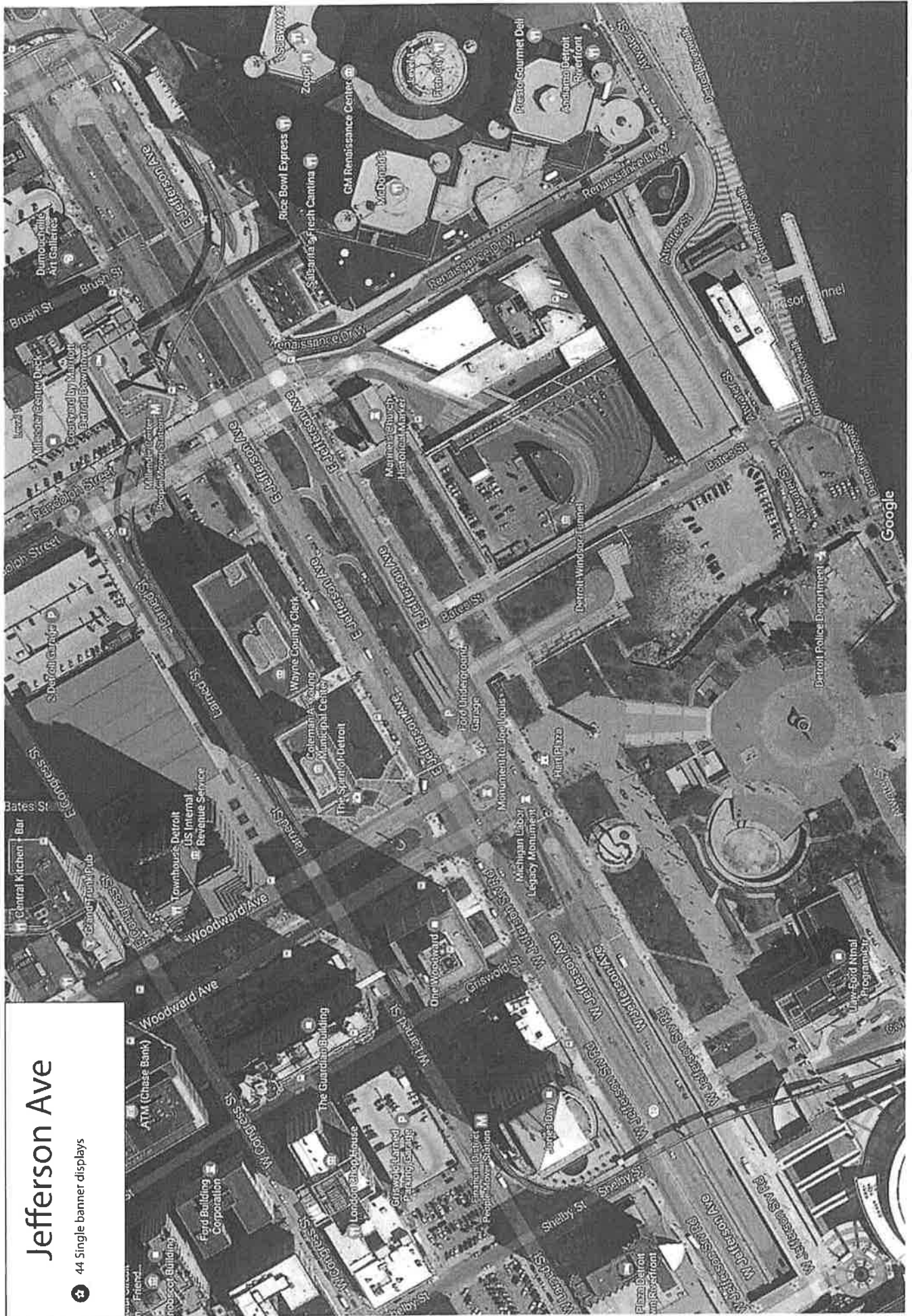
visit detroit.com



detroit.com

Jefferson Ave

44 Single banner displays



Google



12 poles between Congress and Jefferson.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/26/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Michigan Community Insurance Agency Inc. 49357 Pontiac Trail Ste 101 PO Box 930599 Wixom MI 48393-0599	CONTACT NAME: Kathy Powers PHONE (A/C No, Ext): (248) 679-7000 FAX (A/C No): (248) 926-5959 E-MAIL ADDRESS: certificate@MichiganCommunity.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Massachusetts Bay
	INSURER B:
	INSURER C:
	INSURER D:
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: 2019/20 GL AU UM REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

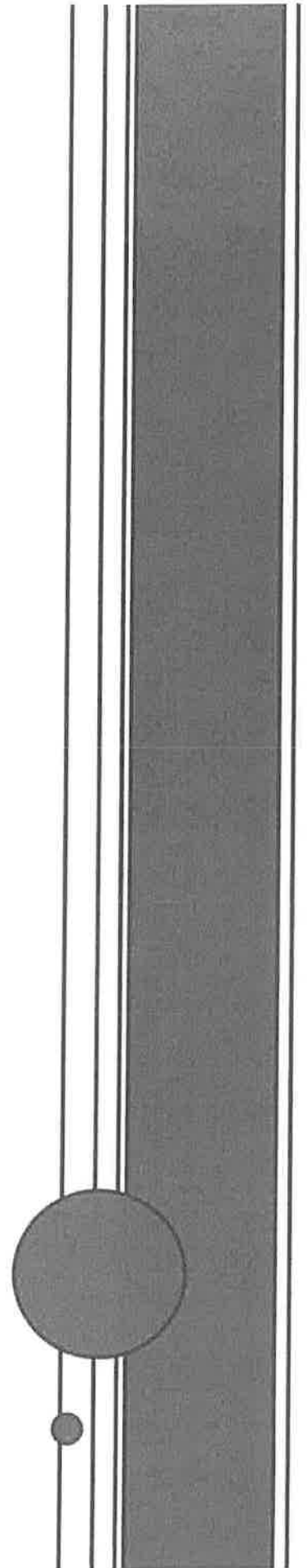
INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		OBD984423	07/30/2019	07/30/2020	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			OBD984423	07/30/2019	07/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$			OBD984423	07/30/2019	07/30/2020	EACH OCCURRENCE \$ 5,000,000
							AGGREGATE \$ 5,000,000
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Errors & Omissions			OBD984423	07/30/2019	07/30/2020	Each Occurrence 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City of Detroit Coleman A. Young Municipal Center 2 Woodward Ave Detroit, MI 48226	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Raymond Tuszynski
--	---

BANNER PERMIT APPLICATION

For Banners in Public Right-Of-Ways



Hanging Banners From Utility Poles Guidelines

The City of Detroit will allow on its light poles only Banners that promote or celebrate the City, its civic institutions, or public activities and events in the City. The City light poles will not be used for commercial advertising or for promoting any political social advocacy organization or political message.

No person or entity shall install, place, affix or attach a Banner on any property within the City of Detroit without first obtaining a permit. Banner permits are approved on a first-come, first-serve basis.

There are four categories of evaluation criteria:

1. Petitioner eligibility
2. Banner permit application package and fees
3. Banner specifications
4. Banner placement

The Banner permit application package must include the following items in order to be evaluated:

- Completed banner permit application form
- Signed and dated indemnity agreement
- Signed and dated maintenance and removal agreement
- Copy of certificate of insurance – City of Detroit additional insured
- Sketch, drawing, or actual sample of the banner to be displayed
- Listing and/or map of the specific locations for the Banner(s)
- \$100 non-refundable permit fee submitted to Business License Department
- A refundable deposit to be held in escrow presented to Business License Department prior to the issuance of the Banner Permit – 5 or less Banners \$500.00; 6 or more Banners \$1000.00

Nothing may be attached to a utility or light pole without the permission of the City. The City Council can grant permission to attach Banners to Lighting Department poles. To get permission to hang Banners you must petition the City Council. The petition should identify where you want to hang the Banners, what the Banner will say and how long the Banners will hang.

No Banner will be allowed to block the view of traffic signals or signs. The Public Lighting Department will inspect the poles before advising the City Council about allowing any Banners to be attached. The permission given by City Council is good for up to six months. If you want to hang Banners for more than six months, you should petition the City Council for an extension.

The Public Lighting Department will supply a copy of its Banner Specifications upon request.



David Whitaker, Esq.
Director

Irvin Corley, Jr.
Executive Policy Manager

Marcell R. Todd, Jr.
*Deputy Director and
Senior City Planner*

Janese Chapman
Deputy Director

John Alexander
LaKisha Barclift, Esq.
M. Rory Bolger, Ph.D., AICP
Elizabeth Cabot, Esq.
Tasha Cowan
Richard Drumb
George Etheridge
Deborah Goldstein

City of Detroit

CITY COUNCIL

LEGISLATIVE POLICY DIVISION
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Rebecca Savage
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David Teeter
Theresa Thomas
Kathryn Lynch Underwood, MUP
Ashley A. Wilson

TO: Honorable Detroit City Council

FROM: David D. Whitaker
Legislative Policy Division Staff

DATE: February 28, 2020

RE: Resolution to Declare March 2020, as Procurement Month in the city of Detroit

On February 26, 2020 the Honorable Council President Brenda Jones requested that the Legislative Policy Division draft a resolution recognizing March 2020, as Procurement Month in the city of Detroit. Attached, please find our draft of the resolution.

Please contact us if we can be of any further assistance.

RESOLUTION BY THE HONORABLE COUNCIL PRESIDENT BRENDA JONES

RESOLUTION TO DECLARE MARCH 2020, AS PROCUREMENT MONTH IN THE CITY OF DETROIT

WHEREAS, The mission of the Detroit City Council is to promote the economic, cultural and physical welfare of Detroit's citizens through Charter-mandated legislative functions; and

WHEREAS, Procurement professionals are responsible for executing, implementing and administrating contracts to purchase quality goods and services at a fair price, while maintaining relationships with internal staff and suppliers; and

WHEREAS, The procurement profession plays a significant role in the profitability, effectiveness, and efficiency of business and government in Michigan and throughout the nation; and

WHEREAS, Public sector procurement professionals work to ensure effective use of taxpayer dollars, while maintaining the highest standards of service within a competitive, fair, open, and transparent procurement process; and

WHEREAS, This year, the Detroit City Council joins the Michigan Public Purchasing Officers Association and Governor Whitmer, to recognize procurement professionals who serve and contribute greatly to industry in our state and we encourage people throughout Michigan to learn more about career opportunities in this vital field; **BE IT FINALLY**

RESOLVED, That Detroit City Council herewith designates March 2020 as Procurement Month in the city of Detroit.



LAW DEPARTMENT

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

21

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

Date: February 27, 2020

To: Honorable City Council

From: Law Department *(CWP)*

Re: Closed Session – Michael Kelly Transaction and Blight Enforcement

The Law Department submitted a privileged and confidential opinion dated February 21, 2020, regarding the above-referenced matter. During the February 27, 2020 Planning and Economic Development Standing Committee meeting, Council Member James Tate requested a closed session on the matter. After consultation with the Council President's office, the Law Department is respectfully requesting that the closed session be held on **Tuesday, March 17, 2020 at 2:00 p.m.** to discuss the privileged document.

RESOLUTION TO CALL CLOSED SESSION

RESOLVED, that a closed session of the Detroit City Council is called in accordance with Section 8(h) of the Open Meetings Act, 1976 PA 267, MCL 15.268(h), for the purpose of discussing a privileged and confidential opinion titled **Michael Kelly Transaction and Blight Enforcement**, dated February 21, 2020. This opinion is an attorney-client communication prepared by the Law Department and therefore is exempt from disclosure under Section 13(g) of the Freedom of Information Act, MCL 15.243(1)(g). Law Department attorneys, representatives from Buildings, Safety Engineering and Environmental Department, as well as attorneys from the Legislative Policy Division may be present. The closed session will be held on:

Tuesday, March 17, 2020 at 2:00 p.m.

Note: A 2/3 Roll Call vote of members elected and serving (6 votes) is required pursuant to MCL 15.267(1).



LAW DEPARTMENT

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22

Date: February 27, 2020

To: Honorable City Council

From: Law Department 

Re: Closed Session – LeRod Butler v. City of Detroit, *et. al*; United States District Court Case No. 16-cv-14272

The Law Department submitted a privileged and confidential memorandum dated February 12, 2020, requesting authorization to settle the lawsuit of *LeRod Butler v. City of Detroit, et. al*; United States District Court Case No. 16-cv-14272. Following the February 19, 2020 Internal Operations Standing Committee meeting, Council Members Roy McCalister, Jr. and James Tate requested a closed session on the matter. After consultation with the Council President's office, the Law Department is respectfully requesting that the closed session be held on **Tuesday, March 10, 2020 at 3:30 p.m.** to discuss the privileged document.

RESOLUTION TO CALL CLOSED SESSION

RESOLVED, that a closed session of the Detroit City Council is called in accordance with Section 8(h) of the Open Meetings Act, 1976 PA 267, MCL 15.268(h), for the purposes of discussing a privileged and confidential memorandum titled **Lawsuit Settlement Memorandum – LeRod Butler v. City of Detroit, et. al, United States District Court Case No. 16-cv-14272**, dated February 12, 2020. This memorandum is an attorney-client communication prepared by the Law Department and therefore is exempt from disclosure under Section 13(g) of the Freedom of Information Act, MCL 15.243(1)(g). Law Department attorneys, representatives from the Detroit Police Department, as well as attorneys from the Legislative Policy Division may be present. The closed session will be held on:

Tuesday, March 10, 2020 at 3:30 p.m.

Note: A 2/3 Roll Call vote of members elected and serving (6 votes) is required pursuant to MCL 15.267(1).

23

Alton James
Chairperson
Lauren Hood, MCD
Vice Chair/Secretary

Marcell R. Todd, Jr.
Director

City of Detroit

CITY PLANNING COMMISSION
208 Coleman A. Young Municipal Center
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Brenda Goss Andrews
Damion W. Ellis
David Esparza, AIA, LEED
Gregory Pawlowski
Frederick E. Russell, Jr.
Angy Webb
Henry Williams

February 28, 2020

HONORABLE CITY COUNCIL

RE: 2020-21 CDBG NOF Appeals Process

On Monday, February 24, 2020 Your Honorable Body conducted an Appeals Hearing for the 2020-21 Community Development Block Grant (CDBG)/Neighborhood Opportunity Fund (NOF) review.

At the Appeals Hearing, the following five organizations submitted appeals:

- Fair Housing Center of Metro Detroit
- SER Metro
- The Greening of Detroit
- Mercy Education Project
- Bridging Communities, Inc.

The Fair Housing Center of Metro Detroit, SER Metro, and Bridging Communities, Inc. were not recommended for funding due to a low score. The Greening of Detroit and Mercy Education Project were not recommended for not meeting threshold.

At its follow-up meeting on Wednesday, February 26, 2020, City Council accepted the recommendation of the Housing and Revitalization Department and City Planning Commission staff to deny the five appeals.

Attached to this memo is a resolution authorizing the results of the Appeals Hearing.

Respectfully submitted,



Marcell R. Todd, Jr., Director
George Etheridge, City Planner
Christopher Gulock, City Planner

Resolution by: _____

A RESOLUTION OF THE DETROIT CITY COUNCIL

**RESOLUTION AUTHORIZING THE RESULTS OF THE
2020-21 COMMUNITY DEVELOPMENT BLOCK GRANT, NEIGHBORHOOD
OPPORTUNITY FUND APPEALS HEARING**

WHEREAS Each year the executive and legislative branches of City Government collectively evaluate proposals for the allocation of Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD) through the City of Detroit Neighborhood Opportunity Fund (NOF); and

WHEREAS On Monday, February 24, 2020 the Detroit City Council held an Appeals Hearings on the Mayoral and City Planning Commission funding recommendations resulting from the review and evaluation of the 2020-21 NOF proposals; and

WHEREAS The appeals were subsequently reviewed by City staff and deliberated upon by the City Council on February 26, 2020 during a session of the Planning and Economic Development Standing Committee Expanded for CDBG NOF; **NOW THEREFORE BE IT**

RESOLVED That the Detroit City Council hereby adopts the attached chart reflecting the results of the 2020-21 CDBG NOF Appeals; and **BE IT FURTHER**

RESOLVED That a copy of this resolution be sent to Mayor Mike Duggan and HRD Director Donald Rencher.



City of Detroit

Alton James
Chairperson
Lauren Hood, MCD
Vice Chair/Secretary

Marcell R. Todd, Jr.
Director

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February 28, 2020


HONORABLE CITY COUNCIL

RE: 2020-21 Community Development Block Grant (CDBG)/Neighborhood Opportunity Fund (NOF) Recommendations

Attached is a resolution and chart regarding the recommendations under the 2020-21 CDBG/NOF program for Your Honorable Body's consideration.

Once approved, these recommendations should be added to the Schedule A table to be included as part of City's final budget approval in April 2020 and as a part of the HUD Annual Consolidated Action Plan.

Respectfully submitted,


Marcell R. Todd, Jr., Director

cc: Donald Rencher, HRD

February 28, 2020

Resolution by: _____

A RESOLUTION BY THE DETROIT CITY COUNCIL

**RESOLUTION APPROVING THE ALLOCATION OF NEIGHBORHOOD
OPPORTUNITY FUND/COMMUNITY DEVELOPMENT BLOCK GRANT BUDGET
FOR FISCAL YEAR 2020-2021**

WHEREAS Each year the Administration and City Council collectively evaluate proposals for the allocation of Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD) through the City of Detroit Neighborhood Opportunity Fund (NOF); and

WHEREAS Under the federal guidelines, CDBG funds may be used to support programs operated by organizations that service low- to moderate-income individuals and other vulnerable populations within our community. Given the serious challenges in our community, the City of Detroit uses CDBG funding to provide the necessary public service programs to address the vast needs of the vulnerable in our community; and

WHEREAS While the critical need for these types of services within the City has not diminished, the resources available from HUD to address those needs is oftentimes being reduced; and

WHEREAS The need for increased operational efficiencies within CDBG funded organizations could be achieved through greater interagency collaboration such as the merger of groups with compatible missions or consolidation of administrative fiduciary functions to increase service capacity. These expressions of encouragement are offered in recognition of the funding trends and the need for even stronger service delivery groups in these times; and

WHEREAS A review team which included representatives of the Housing and Revitalization Department (HRD), Legislative Policy Division (LPD), City Planning Commission (CPC), the Office of Contracts and Procurement (OCP), and the Office of Grants Management (OGM) reviewed the various proposals received for the program and HRD prepared recommendations to the Mayor; and

WHEREAS The Mayor subsequently prepared recommendations which were submitted to the City Planning Commission (CPC), which concurred with all of the Mayor's funding recommendations; and

WHEREAS City Council, having subsequently received the recommendations of the Mayor and the CPC, has reviewed those recommendations, held an appeals hearing regarding the organizations that were not initially recommended to receive 2020-2021 NOF/CDBG funds, as well as a public hearing on the overall NOF/CDBG program; and

WHEREAS Given the historic and very public role in the vetting of CDBG applicants as well as its unique knowledge of the residents of the City as their locally-elected representatives, City Council's involvement in the CDBG process is not only mandated by law but critical to the appropriate distribution of these funds. **NOW THEREFORE BE IT**

RESOLVED The Detroit City Council hereby approves the allocation of Community Development Block Grant / Neighborhood Opportunity Fund awards for FY 2020-21 as set forth in the attached CDBG/NOF allocation chart; and **BE IT FINALLY**

RESOLVED That a copy of this resolution be sent to Mayor Mike Duggan, HRD, OCP, OGM, and the CPC.