



CITY COUNCIL FORMAL SESSION

Tuesday, September 22, 2020, 10:00 A.M.

Pages

**THIS MEETING WILL BE A VIRTUAL CITY COUNCIL MEETING**

To attend by phone only, call one of these numbers: +1 929 436 2866, +1 312 626 6799, +1 669 900 6833, +1 253 215 8782, +1 301 715 8592, or +1 346 248 7799 Use Meeting ID: 330332554

**10:00 A.M. - PUBLIC HEARING**

Proposed Ordinance to amend Chapter 12 of the 2019 Detroit City Code, *Community Development*, by adding Article X, *Community Engagement*, to include Section 12-10-1, *Purpose; and Title*, Section 12-10-2, *Definitions*, Section 12-10-3, *Community Engagement*, Section 12-104, *Exemptions*, to establish a community engagement process that promotes transparency and accountability and ensure community input on legislation, contracts, agreements, and resolutions affecting the social and economic development of the City. (Law Department, Department of Public Works, City Planning Commission/LPD Legislative Policy Division)

**APPROVAL OF JOURNAL OF LAST SESSION**

**RECONSIDERATIONS:**

**UNFINISHED BUSINESS**

**PRESIDENT'S REPORT ON STANDING COMMITTEE REFERRALS AND OTHER MATTERS**

1. BUDGET, FINANCE AND AUDIT STANDING COMMITTEE

1. OFFICE OF THE AUDITOR GENERAL

1. **Submitting report relative to Audit of the Department of Public Works**

1

Attached for your review is our report on the Audit of the Department of Public Works. This report contains our audit purpose, scope, objectives, methodology and conclusions; background; our audit findings and recommendations; and the responses from the Department of Public Works and the Office of the Chief Financial Officer.

2. **Submitting report relative to Fiscal Year 2019-2020 Fourth Quarter.** 22

Attached for your review is the Office of the Auditor General's (OAG) Fiscal Year 2019-20 Fourth Quarter Report. This report contains an overview of our audit activities, TeamMate Projects, and a review of our Fiscal Year 2020-21 Adopted Budget.

2. **OFFICE OF THE CITY CLERK/CITY PLANNING COMMISSION**

1. **Submitting reso. autho. Neighborhood Enterprise Zone Certificate Application** 40

for the rehabilitation of an existing single-family residential structure located at 1321 Labrosse Avenue in the Corktown Neighborhood Enterprise Zone area.

2. **Submitting reso. autho. Neighborhood Enterprise Zone Certificate Applications** 45

for the new construction of ten condominiums located at 1454 Townsend Avenue, Units 26 - 35 in the Islandview Neighborhood Enterprise Zone area.

3. **MISCELLANEOUS**

1. **Council President Pro Tem Mary Sheffield submitting memorandum relative to** 50

Federal CARES Dollars for the Board of Review.

2. **INTERNAL OPERATIONS STANDING COMMITTEE**

1. **DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY**

1. **Submitting report relative to Reappointment of DBRA-CAC member reappointment.** 52

Please be informed that the term of office for Mr. Kamal Cheeks, Mr. Bradley Lutz and Mr. Peter Rhodes, all Community Advisory Committee (CAC) members for the Detroit Brownfield Redevelopment Authority (DBRA) expired on June 30, 2020. Consequently, please take action in reappointing the three current members or appointing three new members to serve a term expiring June 30, 2021.

2. **HUMAN RESOURCES DEPARTMENT/LABOR RELATIONS DIVISION**

1. **Submitting reso. autho. Implementation of Rescission of Wage Step Increases and/or Bonus Payments Scheduled for July 1, 2020 through June 30, 2021**

55

for the International Brotherhood of Teamsters, Local 214 \*Teamsters, Local 214). (The City's revenue collections have suffered due to COVID-19. Specifically, the City is facing a projected \$154 Million revenue shortfall for this fiscal year and a projected \$194 Million revenue shortfall for fiscal year 2021. The City recognizes the sacrifices of its employees who have taken reductions in hours and layoffs. The parties recognize the need for additional savings from its full time employees to balance the budget and to avoid State of Michigan oversight. Labor Relations presented a written proposal to the Teamsters, Local 214 for the elimination of economic increases negotiated beginning July 1, 2020; and based on mutual consideration, the 2019 -2023 Collective Bargaining Agreement (CBA) has been amended.)

2. **Submitting reso. autho. Implementation of Rescission of Wage and Step Increases and/or Bonus Payments Scheduled for July 1, 2020 through June 30, 2021**

59

for the American Federation of State and Municipal Employees, Non-supervisory (AFSCME, Non-Supervisory). (The City's revenue collections have suffered due to COVID-19. Specifically, the City is facing a projected \$154 Million revenue shortfall for this fiscal year and a projected \$194 Million revenue shortfall for fiscal year 2021. The City recognizes the sacrifices of its employees who have taken reductions in hours and layoffs. The parties recognize the need for additional savings from its full time employees to balance the budget and to avoid State of Michigan oversight. Labor Relations presented a written proposal to the (AFSCME, Non-Supervisory) for the elimination of economic increases negotiated beginning July 1, 2020; and based on mutual consideration, the 2019 - 2023 Collective Bargaining Agreement (CBA) has been amended.

3. **OFFICE OF THE CHIEF FINANCIAL OFFICER/OFFICE OF DEVELOPMENT AND GRANTS**

1. **Submitting reso. autho. To submit a grant application to the Harvard Business School for the FY 2021 Harvard Business School Leadership Fellows Program.**

63

The Mayor's Office is hereby requesting authorization from Detroit City Council to submit a grant application to the Harvard Business School for the FY 2021 Harvard Business School Leadership Fellows Program. The amount being sought is \$50,000.00. The grantor share is \$50,000.00 of the approved amount and there is a required cash match of \$89,000.00. The total project cost is \$139,000.00.

**2. Submitting reso. autho. Request to Accept and Appropriate FY 2020 Michigan Indigent Defense Commission - Planning Grant.**

The Michigan Indigent Defense Commission has awarded the City of Detroit Law Department with the FY 2020 Michigan Indigent Defense Commission - Planning Grant for a total of \$237,014.62. There is no match requirement for this grant. The total project cost is \$237,014.62.

**3. NEIGHBORHOOD AND COMMUNITY SERVICES STANDING COMMITTEE**

**1. OFFICE OF THE CHIEF FINANCIAL OFFICER/OFFICE OF DEVELOPMENT AND GRANTS**

**1. Submitting reso. autho. Request to Accept and Appropriate the Southeast Michigan Resilience Fund Grant for Palmer Park.**

73

The National Fish and Wildlife Foundation has awarded the City of Detroit General Services Department with the Southeast Michigan Resilience Fund Grant for a total of \$300,000.00. The funder 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.

**4. PLANNING AND ECONOMIC DEVELOPMENT STANDING COMMITTEE**

**1. OFFICE OF THE CHIEF FINANCIAL OFFICER/OFFICE OF DEVELOPMENT AND GRANTS**

**1. Submitting reso. autho. To submit a grant application to the Michigan State Historic Preservation Office, for the FY 2021 Certified Local Government (CLG) Program Grant.**

97

The Historic Designation Advisory Board is hereby requesting authorization from Detroit City Council to submit a grant application to the Michigan State Historic Preservation Office, for the FY 2021 Certified Local Government (CLG) Program Grant. The amount being sought is \$80,000.00. There is no City match requirement. The total project cost is \$80,000.00.

**2. PLANNING AND DEVELOPMENT DEPARTMENT**

**1. Submitting reso. autho. Property sale of 13214 Fenkell to Wayne Norris.**

101

The City of Detroit, Planning and Development Department (“P&DD”) has received an offer from Wayne Norris (The “Purchaser”), to purchase certain City-owned real property at 13214 Fenkell (the “Property”) for the purchase price of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00.)

2. **Submitting reso. autho. Property sale of 15380 Schaefer to Duwayne Legett** 105

The City of Detroit, Planning and Development Department (“P&DD”) has received an offer from Duwayne Legett (The “Purchaser”), to purchase certain City-owned real property at 15380 Schaefer (the “Property”) for the purchase price of Three Thousand Seven Hundred and 00/100 Dollars (\$3,700.00).

3. **Submitting reso. autho. Property Sale 15766 Wyoming Ave, Detroit MI 48238** 109

The City of Detroit, Planning and Development Department (“P&DD”) has received an offer from Supreme Custom Plumbing & HVAC LLC (The “Purchaser”), to purchase certain City-owned real property at 15766 Wyoming (the “Property”) for the purchase price of Twelve Thousand and 00/100 Dollars (\$12,000.00.)

4. **Submitting reso. autho. Property Sale Hamilton Corridor, LLC Development: Generally bounded by John C. Lodge Fwy (US 10), W. Grand St., Thompson St. and La Belle St.** 113

The Detroit Land Bank Authority is now in receipt of an offer from Hamilton Corridor LLC, a Michigan Limited Liability Company ("Hamilton Corridor") to enter into an option to purchase forty eight (48) properties ("the Property") acquired by the Detroit Land Bank Authority from the City (as described in the attached Exhibit A). The Property is located within the boundaries of the John C. Lodge Fwy (US 10), W. Grand St, Thompson St. and La Belle St.

3. **MISCELLANEOUS**

1. **Council Member Scott Benson submitting memorandum relative to** 120

Community Requests for Amazon Development.

5. PUBLIC HEALTH AND SAFETY STANDING COMMITTEE

1. OFFICE OF THE CHIEF FINANCIAL OFFICER/OFFICE OF DEVELOPMENT AND GRANTS

1. **Submitting reso. auth. To submit a grant application to the Michigan Department of Transportation for the Transportation Economic Development Fund** 122

Category A Grant for Eastern Market. (The Department of Public Works is hereby requesting authorization from Detroit City Council to submit a grant application to the Michigan Department of Transportation for the Transportation Economic Development Fund – Category A Grant for Eastern Market. The amount being sought is \$1,678,731.43. The State share is \$1,678,731.43 of the approved amount, and there is a required City cash match of \$419,682.86. The total project cost is \$2,098,414.29. If awarded, Richard Doherty, the Department of Public Works Head Engineer, will be the project lead for this grant and the planned improvements will be maintained by the Department of Public Works.)

2. **Submitting reso. auth. Request to accept an increase in appropriation for the Section 5310 – Americans with Disabilities Act (ADA) Para-transit Service Grant.** 126

The Federal Transit Administration has awarded an increase in appropriation to the City of Detroit Department of Transportation (DDOT) for the Section 5310 – Americans with Disabilities Act (ADA) Para-transit Service Grant, in the amount of \$1,800,000.00. There is also a required State match for the award, from the Michigan Department of Transportation, in the amount of \$324,337.00. The required State match did not increase. Finally, there is an additional local match requirement of \$1,800,000.00. The total increase is \$3,600,000.00. This funding will increase appropriation 20760, previously approved in the amount of \$2,187,564.00, by council on January 14, 2020, to a total of \$5,787,564.00.

3. **Submitting reso. auth. to accept an increase in appropriation for the FY 2017 First Responders: Comprehensive Addiction and Recovery Act Grant.** 134

The Substance Abuse and Mental Health Services Administration (SAMHSA) has awarded an increase in appropriation to the City of Detroit Health Department for the FY 2017 First Responders: Comprehensive Addiction and Recovery Act Grant, in the amount of \$495,876.00. There is a required match of \$64,750.00. This funding will increase appropriation 20558, previously approved in the amount of \$1,060,241.00, by council on April 2, 2019, to a total of \$1,620,867.00. This increase extends the current Budget Period ending 09/30/2020 out to 09/29/2021.

4. **Submitting reso. autho. To submit a grant application to the Michigan State Police, Office of Highway Safety Planning for the FY 2021 405h Nonmotorized Safety Grant.** 145
- The Detroit Health Department is hereby requesting authorization from Detroit City Council to submit a grant application to the Michigan State Police, Office of Highway Safety Planning for the FY 2021 405h Nonmotorized Safety Grant. The amount being sought is \$217,658.00. The state share is \$217,658.00 of the approved amount, and there is a required match of \$54,415.00. The total project cost is \$272,073.00
5. **Submitting reso. autho. Request to Accept and Appropriate the FY 2021 Medicaid CHIP Community Development Lead Hazard Control Program Grant.** 149
- The Michigan Department of Health and Human Services has awarded the City of Detroit Housing and Revitalization Department with the FY 2021 Medicaid CHIP Community Development Lead Hazard Control Program Grant for a total of \$1,274,300.00. There is no match requirement. The total project cost is \$1,274,300.00. The grant period is October 1, 2020 through September 30, 2021.
6. **Submitting reso. autho. To submit a grant application to the UNC Chapel Hill for the Maternal Telehealth Access Project Grant.** 187
- The Health Department is hereby requesting authorization from Detroit City Council to submit a grant application to the UNC Chapel Hill, for the Maternal Telehealth Access Project Grant. The amount being sought is \$99,984.00. There is no City match requirement. The total project cost is \$99,984.00.
7. **Submitting reso. autho. To submit a grant application to the Economic Development Administration for the FY 2020 Public Works and Economic Adjustment Assistance Grant for Eastern Market Road Improvements.** 191
- The Department of Public Works is hereby requesting authorization from Detroit City Council to submit a grant application, as a co-applicant in partnership with the Detroit Brownfield Redevelopment Authority and the Detroit Economic Growth Corporation, to the Economic Development Administration for the FY 2020 Public Works and Economic Adjustment Assistance Grant for Eastern Market Road Improvements. The amount being sought is \$2,436,108.51. The Federal share is \$2,436,108.51 of the approved amount, there is a required city cash match of \$609,027.13. The total project cost is \$3,045,135.64.

## 2. MISCELLANEOUS

- |    |   |     |
|----|---|-----|
| 1. | <b>Council Member Janee Ayers submitting memorandum relative to</b>   | 195 |
|    | Traffic Concerns.   |     |
| 2. | <b>Council Member Scott Benson submitting memorandum relative to</b>  | 198 |
|    | Incinerator Opinion.  |     |
| 3. | <b>Council Member Roy McCalister submitting memorandum relative to</b>  | 200 |
|    | Proposed Resolution- Pay Status of the Duty Disabled Retirees of the Detroit Police Department; Sworn Members |     |
| 4. | <b>Council Member Raquel Castañeda-López submitting memorandum relative to</b>                                | 202 |
|    | FY 2020 COPS Hiring Program Grant.  |     |
| 5. | <b>Council President Brenda Jones submitting memorandum relative to</b>                                       | 205 |
|    | Ordinance to Establish a Missing Persons Database.  |     |

### VOTING ACTION MATTERS

### OTHER MATTERS

### COMMUNICATIONS FROM MAYOR AND OTHER GOVERNMENTAL OFFICIALS AND AGENCIES

### PUBLIC COMMENT

### STANDING COMMITTEE REPORTS

#### 1. INTERNAL OPERATIONS STANDING COMMITTEE

##### 1. OFFICE OF CONTRACTING AND PROCUREMENT

- |    |  |     |
|----|--|-----|
| 1. | <b>McCalister, reso. autho. Contract No. 6003032</b>   | 207 |
|    | 100% City Funding – To Provide Up to Two Thousand (2,000) Employees to Operate Elections Equipment Under the Cooperative MiDeal Agreement 071B7700054. – Contractor: PIE Management, LLC – Location: 719 Griswold Suite 820, Detroit, MI 48226 – Contract Period: Upon City Council Approval through November 19, 2022 – Total Contract Amount: \$1,053,600.00. <b>ELECTIONS</b> |     |

70% City Funding - 30% Grant Funding – AMEND 1 – To Provide an Increase of Funds to Purchase Voter Ballot Equipment and Support Services. – Contractor: Dominion Voting Systems – Location: 1201 18<sup>th</sup> Street Suite 210, Denver, CO 80202 – Contract Period: Upon City Council Approval through February 11, 2024 – Contract Increase Amount: \$1,041,593.00 – Total Contract Amount: \$1,836,593.00. **ELECTIONS (PULLED FROM THE FORMAL SESSION AGENDA ON 09-15-20 AND POSTPONED AS DIRECTED UNTIL 09-22-20)**

2. **LAW DEPARTMENT**

1. **McCalister, reso. autho. Proposed Ordinance to amend Chapter 23 of the 2019 Detroit City Code**

209

Human Rights, Article II, Administration and Enforcement, Division 2, Processing of Complaints, by amending Section 23-2-11, Complaint; contents thereof; limitation of action; running of limitations of action, to remove the requirement that filed complaints be notarized. **INTRODUCE**

2. **McCalister, reso. autho. Setting a Public Hearing on the forgoing ordinance amendment.**

3. **McCalister, reso. autho. Settlement in lawsuit of De Villate, M.D. Oscar v Larry Biscarner, COD, COD-GSD**

214

Case No: 18-011216-NI; File No: L18-00580 PH in the amount of \$998,000.00 in full payment for any and all claims which Oscar Franco Parodi Ortiz De Villate M.D., may have against the City of Detroit and any other City of Detroit employees.

4. **McCalister, reso. autho. Settlement Lawsuit of Porchia, Louis v City of Detroit, Daniel Cornelius Bullock, et al.**

217

Case No.: 19-007383-NI; File No.: L19-00512 (PJH) in the amount of \$55,000.00 in full payment for any and all claims which Louis Cobb Porchia may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained.

5. **McCalister, reso. autho. Settlement Lawsuit of Aaron Lynch, et al. v City of Detroit**

220

Case No: 19-004318-NI; File No: L19-00248 (RRG) in the amount of \$40,000.00 in full payment for any and all claims which Aaron Lynch and Select Specialists, LLC may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about May 3, 2018.

6. **McCalister, reso. autho. Settlement in Lawsuit of Workman, Margaret, et al. v Lakenya Hill and COD.** 224
- Case No. 19-001063-NI, File No. L19-00050 (PP) A20000; \$6,655.00 in full payment for any and all claims which plaintiffs may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about May 5, 2018.
7. **McCalister, reso. autho. Settlement in Lawsuit of Fredrick Speed, et al. v COD** 227
- Case No.: 19-007992-NF, File No.: L 19-00347 (MA). A20000, in the amount of \$50,714.00 in full payment for any and all claims which Anesthesia Services Affiliates and Michigan Ambulatory Surgical Center may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about June 21, 2018.
8. **McCalister, reso. autho. Settlement in Lawsuit of Phelps, Kevin v COD and John Doe.** 231
- Case No. 18-008723-NI, File No. L18-00489 (TO); A20000, in the amount of \$70,500.00 in full payment for any and all claims which they may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained.
9. **McCalister, reso. autho. Settlement in Lawsuit of Select Specialist, LLC (Lacarde Price) v COD.** 234
- Case No. 19-176074-GC, File No. L20-00017 (PP); in the amount of **(\$14,000.00)** in full payment for any and all claims which **SELECT SPECIALIST LLC** may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about October 20, 2017.
10. **McCalister, reso. autho. Settlement in Lawsuit of Mendelson Orthopedics, et al. (James C. Smith) v COD.** 237
- Case No. 19-007776, File No. L19-00239 (PJH) in the amount of \$21,500.00 in full payment for any and all claims which plaintiff may have against the COD and any other COD employees.
11. **McCalister, reso. autho. Settlement in Lawsuit of Fredrick Speed, et al v COD.** 240
- Case No. 19-007992-NF, File No. L190-00347 (MA); A20000, \$150,000.00 in full payment for any and all claims which **FREDRICK SPEED** may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about June 21, 2018.

12. **McCalister, reso. autho. Settlement in Lawsuit of Matthew Burn vs COD, GSD** 243

File #14996 (PSD) in the amount of \$35,000.00 in full payment of any and all claims which they may have against the City of Detroit by reason of any injuries or occupational diseases and their resultant disabilities incurred or sustained as the result of his past employment with the City of Detroit.

3. **LEGISLATIVE POLICY DIVISION**

1. **McCalister, reso. autho. Support of Adoption of The Crown Act or other Legislation Prohibiting Race-Based Hair Discrimination in the Workplace and at School in Detroit and Michigan.** 246

Council President Pro Tem Sheffield asked the Legislative Policy Division (LPD) to “opine on the feasibility and legality of creating local legislation that prohibits hair based discrimination within the City of Detroit, as an employer” as well as to “draft a resolution expressing support for federal, state, and local school district policy or legislation prohibiting race-based hair discrimination in the workplace or at school.” This memorandum addresses that request. A draft of the aforementioned resolution is attached for your review and consideration.

2. **NEIGHBORHOOD AND COMMUNITY SERVICES STANDING COMMITTEE**

1. **OFFICE OF CONTRACTING AND PROCUREMENT**

1. **Sheffield reso. autho. Contract No. 6003027** 253

100% City Funding – To Provide Water Treatment Services. – Contractor: Chardon Laboratories, Inc. – Location: 7300 Tussing Road, Reynoldsburg, OH 43068 – Contract Period: Upon City Council Approval through July 31, 2025 – Total Contract Amount: \$424,800.00.  
**GENERAL SERVICES**

2. **Sheffield, reso. autho. Contract No. 6003049** 254

100% City Funding – To Provide As-Needed General Contracting Services, Repairs and Improvements for Various Facilities. – Contractor: Gandol Inc. – Location: 18100 Meyers Suite #2, Detroit, MI 48235 – Contract Period: Upon City Council Approval through September 1, 2022 – Total Contract Amount: \$1,200,000.00. *(Will Apply for Reimbursement from Federal COVID-19 Funding Source in the Amount of \$250,000.00.)*  
**GENERAL SERVICES**

**3. Sheffield, reso. autho. Contract No. 6002980**

255

100% 2018 UTGO Bond Funding – To Provide Design-Build Services to Achieve a State of Good Repair at Adams Butzel Recreation Center. – Contractor: Gandol, Inc. – Location: 18000 Meyers Suite 2, Detroit, MI 48235 – Contract Period: Upon City Council Approval through May 1, 2022 – Total Contract Amount: \$3,450,000.00. **GENERAL SERVICES (PULLED FROM THE FORMAL SESSION AGENDA ON 09-15-20 AND POSTPONED AS DIRECTED UNTIL 09-22-20)**

**2. OFFICE OF THE CHIEF FINANCIAL OFFICER/OFFICE OF DEVELOPMENT AND GRANTS**

**1. Sheffield, reso. autho. Request to accept donated assets to improve existing City of Detroit parks from Community Organizations, Foundations, Businesses and/or Individuals**

256

Community organizations, foundations, and individuals have periodically gifted the City of Detroit General Services Department with donated assets to improve existing City of Detroit parks and recreation centers. The General Services Department, in partnership with the Office of Development and Grants, is hereby requesting authorization from Detroit City Council to accept donated assets to improve existing City of Detroit parks, not to exceed a \$25,000.00 value per donation, as they are received. There are no match requirements for these donations.

**3. RESOLUTIONS**

**1. Jones, reso. autho. Community Engagement and Outreach.**

261

**3. PLANNING AND ECONOMIC DEVELOPMENT STANDING COMMITTEE**

**1. OFFICE OF CONTRACTING AND PROCUREMENT**

**1. Tate, reso. autho. Contract No. 6003037**

264

100% City Funding – To Provide Services for the Gordie Howe International Bridge Project to Rehab the Residential Property at 16793 Blackstone. – Contractor: Jozef Contractor, Inc. – Location: 17245 Mount Elliott Street, Detroit, MI 48212 – Contract Period: Upon City Council Approval through August 31, 2021 – Total Contract Amount: \$82,500.00. **HOUSING AND REVITALIZATION (PULLED FROM THE FORMAL SESSION AGENDA ON 09-15-20 AND POSTPONED AS DIRECTED UNTIL 09-22-20)**

4. PUBLIC HEALTH AND SAFETY STANDING COMMITTEE

1. MAYOR'S OFFICE

1. **Benson, reso. auth. Petition of Detroit Athletic Club (#1322)** 265

request to hold “Back to the Club” from September 25 to 27, 2020 at 241 Madison with varying times each day. Request for temporary street closure on Adams St. between Brush and John R. and a sidewalk closure on westbound Madison Ave. **(The Mayor’s Office and all other involved City Departments RECOMMEND APPROVAL of the petition.)**

2. OFFICE OF CONTRACTING AND PROCUREMENT

1. **Benson, reso. auth. Contract No. 3043988** 279

100% City Funding – To Provide an Emergency Demolition for the Residential Property, 4221 Dickerson. – Contractor: Inner City Contracting, LLC – Location: 18701 Grand River, Detroit, MI 48223 – Contract Period: Upon City Council Approval through July 27, 2021 – Total Contract Amount: \$13,500.00. **CITY DEMOLITION**

2. **Benson, reso. auth. Contract No. 3044291** 280

100% City Funding – To Provide an Emergency Demolition for the Following Residential Properties, 8837 Knodell and 11781 Promenade. – Contractor: Inner City Contracting, LLC – Location: 18701 Grand River, Detroit, MI 48223 – Contract Period: Upon City Council Approval through August 10, 2021 – Total Contract Amount: \$17,245.00. **CITY DEMOLITION**

3. **Benson, reso. auth. Contract No. 6001316** 281

100% Major Street Funding – AMEND 1 – To Provide an Increase of Funds Only for Repairs and Replacement of West Parkway Culvert at Meadow Park Street. – Contractor: Z Contractors, Inc. – Location: 50500 Design Lane, Shelby Township, MI 48315 – Contract Period: April 24, 2018 through December 31, 2020 – Contract Increase Amount: \$826,461.58 – Total Contract Amount: \$1,755,896.94. **PUBLIC WORKS (REPORTED OUT OF THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE ON 9-14-20 WITHOUT RECOMMENDATION)**

4. **Benson, reso. autho. Contract No. 6000115** 282
- 100% City Funding – AMEND 3/REVENUE – To Provide an Extension of Time for the Lease of Hanger Bay 1 & 11 and an Increase of Funds to Cover Fuel and Operation Services for the Detroit Police Department Aviation. – Contractor: AVFlight Detroit City Corporation – Location: 47 West Ellsworth Road, Ann Arbor, MI 48108 – Contract Period: Upon City Council Approval through June 30, 2021 – Contract Increase Amount: \$100,000.00 – Total Contract Amount: \$554,200.00. **AIRPORT**
5. **Benson, reso. autho. Contract No. 6003044** 283
- 100% Major Street Funding – To Provide Residential Sidewalk Replacement for District 3. – Contractor: Giorgi Concrete, LLC – Location: 20450 Sherwood, Detroit, MI 48234 – Contract Period: Upon City Council Approval through December 31, 2022 – Total Contract Amount: \$538,138.00. **PUBLIC WORKS**
6. **Benson, reso. autho. Contract No. 6002899** 284
- 100% Grant Funding – To Provide Services for the Mobility Data Analysis Research Project. – Contractor: The Regents of the University of Michigan – Location: 1020 Greene Street, Ann Arbor, MI 48109 – Contract Period: January 1, 2020 through December 31, 2021 – Total Contract Amount: \$360,000.00. **TRANSPORTATION**
7. **Benson, reso. autho. Contract No. 3044815** 285
- 100% City Funding – To Provide an Emergency Demolition for the Residential Property, (Make-Safe) 5686 Springwells. – Contractor: Detroit Next, Inc. – Location: 1001 Woodward Avenue Suite 500, Detroit, MI 48226 – Contract Period: Upon City Council Approval through August 31, 2021 – Total Contract Amount: \$14,500.00. **CITY DEMOLITION**
8. **Benson, reso. autho. Contract No. 3045075** 286
- 100% City Funding – To Provide an Emergency Demolition for the Commercial Property, 14729 E Jefferson. – Contractor: SC Environmental Services, LLC – Location: 1234 Washington Boulevard 5th Floor, Detroit, MI 48226 – Contract Period: Upon City Council Approval through September 7, 2021 – Total Contract Amount: \$31,850.00. **CITY DEMOLITION**

3. OFFICE OF THE CHIEF FINANCIAL OFFICER/OFFICE OF DEVELOPMENT AND GRANTS

1. **Benson, reso. autho. To submit a grant application to the Community Foundation for Southeast Michigan for the CFSEM General Grant.** 287

The Health Department is hereby requesting authorization from Detroit City Council to submit a grant application to the Community Foundation for Southeast Michigan for the CFSEM General Grant. The amount being sought is \$75,000.00. There is no required match. The total project cost is \$75,000.00.

2. **Benson,, reso. autho. Request to Accept and Appropriate the FY 2020 COPS Hiring Program Grant.** 290

The U.S. Department of Justice has awarded the City of Detroit Police Department with the FY 2020 COPS Hiring Program Grant for a total of \$2,474,706.00. There is no match requirement. The total project cost is \$2,474,706.00. The grant period is July 1, 2020 through June 30, 2023.

3. **Benson, reso. autho. To submit a grant application to the Michigan Department of Health and Human Services for the FY 2020 Coronavirus Task Force on Racial Disparities Rapid Response Initiative Grant.** 316

The Detroit Health Department in partnership with the Housing and Revitalization and the Civil Rights, Inclusion and Opportunity Departments is hereby requesting authorization from Detroit City Council to submit a grant application to the Michigan Department of Health and Human Services for the FY 2020 Coronavirus Task Force on Racial Disparities Rapid Response Initiative Grant. The amount being sought is \$1,592,237.00. There is no required cash match. The total project cost is \$1,592,237.00.

4. **Benson, reso. autho. To submit a grant application to the Michigan State Police for the FY 2021 Byrne Justice Assistance Grant – Community Relations/Community Engagement Program.** 319

The Detroit Police Department is hereby requesting authorization from Detroit City Council to submit a grant application to the Michigan State Police for the FY 2021 Byrne Justice Assistance Grant – Community Relations/Community Engagement Program. The amount being sought is \$80,000.00. There is no match requirement. The total project cost is \$80,000.00.

5. **Benson, reso. autho. To submit a grant application to the Michigan State Police for the FY 2021 Byrne Justice Assistance Grant – Multijurisdictional Task Forces Program.** 322

The Detroit Police Department is hereby requesting authorization from Detroit City Council to submit a grant application to the Michigan State Police for the FY 2021 Byrne Justice Assistance Grant – Multijurisdictional Task Forces Program. The amount being sought is \$286,120.00. There is no match requirement. The total project cost is \$286,120.00.

6. **Benson, reso. autho. Request to accept an increase in appropriation for the Section 5307 Congestion Mitigation Air Quality (CMAQ) and Section 5339 Bus Replacement Grant.** 325

The Federal Transit Administration has awarded an increase in appropriation to the City of Detroit Department of Transportation (DDOT) for the Section 5307 Congestion Mitigation Air Quality (CMAQ) and Section 5339 Bus Replacement Grant, in the amount of \$3,376,500.00. There is also a required State match for the award, from the Michigan Department of Transportation, in the amount of \$844,125.00. There is no local match requirement. The total increase is \$4,220,625.00. This funding will increase appropriation 20675, previously approved in the amount of \$8,241,914.00, by council on October 8, 2019, to a total of \$12,462,539.00.

7. **Benson, reso. autho. Request to Accept and Appropriate the FY 2020 COVID-19 Epi Lab Capacity Enhanced Testing.** 330

The Michigan Department of Health and Human Services has awarded the City of Detroit Health Department with the FY 2020 COVID-19 Epi Lab Capacity Enhanced Testing Grant for a total of \$13,754,423.00. There is no required match. The total project cost is \$13,754,423.00. The grant period is March 1, 2020 through September 30, 2020.

4. **DEPARTMENT OF PUBLIC WORKS/CITY ENGINEERING DIVISION**

1. **Benson, submitting reso. autho. Petition of Wyoming-Ellsworth (#1054)** 334

request to vacate existing encroachments of paving improvements into the public R.O.W. located adjoining property at 15100 Wyoming, Detroit, MI. **(All other involved City Departments and privately owned utility companies have reported no objections to the encroachment. Provisions protecting all utility installations are part of the attached resolution.)**

2. **Benson, reso. autho. Petition of 5725 Walnut LLC (#1264)** 339

request to encroach into the public alley right-of-way bounded by Congress Street, Shelby Street, Larned Street, and Griswold Street. (All other involved City Departments, including the Public Lighting authority and Public Lighting Department; also privately owned utility companies have reported no objections to the encroachment. Provisions protecting all utility installations are part of the attached resolution.)

3. **Benson, reso. autho. Petition of Crossroads Consulting (#1240)** 344

request to convert to easement the alley located adjacent to property at 634 Selden and runs perpendicular to Selden Avenue. (Petition 1240 from the year 2017 – City of Detroit – Department of Public Works, request a revision to the previously adopted resolution to outright vacate the alley adjacent to 634 Selden and runs perpendicular to Selden Ave. All other involved City Departments, and privately owned utility companies have reported no objections to the conversion to easement.)

#### **NEW BUSINESS**

#### **CONSENT AGENDA**

#### **MEMBER REPORTS**

#### **ADOPTION WITHOUT COMMITTEE REFERENCE**

#### **COMMUNICATIONS FROM THE CLERK**

1. Report on Approval of Proceedings by the Mayor.

#### **TESTIMONIAL RESOLUTIONS AND SPECIAL PRIVILEGE**



## CITY CLERK INTAKE UNIT ITEM SUBMISSION

DEPARTMENT: Office of the Auditor General  
FILE NUMBER: Office of the Auditor General-0013

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**RE:**  
Correspondence:

**SUMMARY:**  
Audit of the Department of Public Works

**RECOMMENDATION:**  
Audit of the Department of Public Works

# City of Detroit

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## OFFICE OF THE AUDITOR GENERAL



### **Audit of the Department of Public Works August 2020**




**Office of the Auditor General**

Coleman A. Young Municipal Center  
2 Woodward Avenue, Suite 216  
Detroit, Michigan 48226  
Phone: (313) 224-3101  
Fax: (313) 224-4001

**Mark W. Lockridge, Auditor General**

**DATE:** August 25, 2020

**TO:** Honorable City Council  
Honorable Mayor Mike Duggan

**FROM:** Mark W. Lockridge, CPA   
Auditor General

**RE: AUDIT OF THE DEPARTMENT OF PUBLIC WORKS**

**CC:** Ron Brundridge, Director, DPW  
David P. Massaron, Acting Chief Financial Officer  
John Wallace, Agency CFO  
Avery Peeples, City Council Liaison

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Attached for your review is our report on the Audit of the Department of Public Works. This report contains our audit purpose, scope, objectives, methodology and conclusions; background; our audit findings and recommendations; and the responses from the Department of Public Works and the Office of the Chief Financial Officer.

Responsibility for the installation and maintenance of a system of internal control that minimizes errors and provides reasonable safeguards rests entirely with the Department of Public Works. Responsibility for monitoring the implementation of recommendations is set forth in Section 7.5-105(4) of the City Charter which states in part:

Recommendations that are not put into effect by the department shall be reviewed by the Finance Director<sup>1</sup> who shall advise the Auditor General and the City Council of the action being taken with respect to the recommendations.

We appreciate the cooperation and assistance that we received from the employees of the Department of Public Works.

Copies of all of the Office of the Auditor General reports can be found on our website at [www.detroitmi.gov/How-Do-I/View City of Detroit Reports/Auditors General-Audits](http://www.detroitmi.gov/How-Do-I/View-City-of-Detroit-Reports/Auditors-General-Audits).

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<sup>1</sup> The 2012 City Charter does not reflect that the position and responsibilities of the "Finance Director" were replaced with the creation of the Office of the Chief Financial Officer and its positions in 2013.

# **AUDIT OF THE DEPARTMENT OF PUBLIC WORKS**

**July 1, 2017 – December 31, 2019**

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## **AUDIT PURPOSE, SCOPE, OBJECTIVES, METHODOLOGY, AND CONCLUSIONS**

### **AUDIT PURPOSE**

The audit of the Department of Public Works was performed in accordance with the Office of the Auditor General's charter mandate as noted in Section 7.5-105(1) which states:

*Make audits of the financial transactions, performance and operations of City agencies based on an annual risk-based audit plan prepared by the Auditor General, or as otherwise directed by City Council and report findings and recommendations to City Council and the Mayor.*

### **AUDIT SCOPE**

To conduct a performance and financial audit of the Department of Public Works for the period of July 1, 2017 through December 31, 2019.

Our audit was conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States, except for the completion of an external peer review of the Office of the Auditor General within the last three years.

### **AUDIT OBJECTIVES**

The audit objectives were:

- To determine the efficiency and effectiveness of the department's core operations.
- To evaluate the adequacy of the department's internal controls over the major financial reporting processes, specifically, cash receipts, disbursements, capital assets, and revenues noting any control weaknesses.
- To determine whether the department is complying with applicable Finance Directives, policies, plans, procedures, laws, and regulations.
- To determine the status of each audit finding and issue of non-compliance in the prior audit report.

### **AUDIT METHODOLOGY**

To accomplish the audit objectives, our audit work included:

- Reviewing the prior audit report and working papers, City Charter, Municipal Manual, Oracle Cloud reports, the department's budget reports and organization charts.
- Gathering policies and procedures of core operations and similar data.
- Conducting an audit-planning meeting to determine the scope and audit objectives, and to determine the financial transactions and/or areas to audit.
- Developing questions regarding the department's transactions, controls, functions, records, and personnel.

- Identifying risks relative to financial transactions and mitigating controls with department personnel.
- Interviewing department personnel, reviewing documentation, and making observations to aid in developing audit programs.

## **CONCLUSIONS**

We determined that the Department of Public Works:

- Was efficient and effective in their core operations.
- Lacked appropriate internal control in two processes.
- Did not comply with the City's Fuel Card policy, and the MIOSHA requirement concerning personal protective equipment.

The prior audit report "Audit of the Department of Public Works Major Street Construction and Repair Projects" did not have any audit findings.

## BACKGROUND

The mission of the Department of Public Works is to provide excellence in the delivery of essential environment and infrastructure services, thereby ensuring a safe and clean environment for its customers in a cost-effective manner. The Department is continuing to achieve greater efficiencies with its core deliverables to ensure a cleaner environment, a sound infrastructure and a safer means of travel. The Department remains fully committed to operating within their budget while providing the most cost-effective and efficient services to the citizens and customers.

The Department of Public Works has five (5) divisions: Administration, Traffic Engineering, Solid Waste, Street Maintenance and City Engineering.

DPW's goals are to:

- Provide optimum municipal solid waste management in a fiscally and environmentally responsible manner, resulting in a cleaner and greener city.
- Provide high quality, cost-effective maintenance of City assets in our public right-of-ways.
- Provide cost-effective and timely design and construction engineering services to our customers.
- Provide quality, cost effective and timely services in the City's right-of-way for safe and expeditious traffic flow.

Ron Brundridge was appointed director of the Department of Public Works in 2011.

	<b>Fiscal Year Ended June 30</b>	
<b>Budget Item</b>	<b>2018</b>	<b>2019</b>
Expenditures	\$ 182,167,705	\$ 187,373,362
Revenues	210,203,567	223,993,556
<b>Net Tax Cost</b>	<b>\$ (28,035,862)</b>	<b>\$ (36,620,194)</b>
Budgeted Staff	396	392

### **Office of the Chief Financial Officer**

Emergency Manager Order no. 41 dated March 28, 2013 ordered in part, that the Chief Financial Officer establish a centralized financial management organizational structure, to be called the Office of the Chief Financial Officer (OCFO). The OCFO is a centralized financial management operation that consolidates all finance related functions within the City. The OCFO oversees, controls and directs all finance personnel within all City departments, divisions, and agencies. The OCFO includes the following divisions: Executive Office of the Office of Chief Financial Officer, Office of Budget, Office of Assessor, Office of Contracting & Procurement, Office of Controller, Office of

Departmental Financial Services, Office of Financial Planning & Analysis, Office of Grants Management, and Office of Treasury.

The Office of Departmental Financial Services (ODFS) is a financial partner to City agencies. Areas of focus include budget administration, program analysis/evaluation, finance and accounting, internal controls, financial systems, strategic planning, and performance metrics. Finally, John Wallace is the current ODFS Agency CFO assigned to DPW and is responsible for the ODFS staff assigned to DPW. Every city department has an ODFS Agency CFO assigned to assist it in various financial transactions.

## **AUDIT FINDINGS AND RECOMMENDATIONS**

### **Early Communication of Deficiency**

Due to the serious nature of this finding, we communicated our concerns to the DPW Director in December 2019. DPW immediately took measures to resolve the finding. DPW established an action plan which is detailed later in this finding.

#### **1. The Department of Public Works (DPW) Lacked Proper Internal Controls Over the Cash Receipts Process in the City Engineering Division**

We reviewed the cash handling process in the City Engineering Division. There were no written policies and procedures. We interviewed staff to determine the established procedures for daily cash operations and observed the clerks to determine if they were complying with said policies. We determined that there were inadequate internal controls, specifically:

- All five (5) Office Assistants (OA) had incompatible responsibilities. The clerks were responsible for issuing permits and receipts for all applications, collecting, recording and processing payments in Tidemark Advantage database (permit billing) and the Point and Pay system. In addition, OAs could void credit card transactions in the Point and Pay system.
- Funds received were not deposited within 48 hours per City policy. On the day of our test we noted that:
  - Checks were not physically locked up and safeguarded.
  - There were 17 checks totaling \$17,312.78, with dates ranging from July 25 to December 5, 2019.
  - None of the checks had a restrictive endorsement.
  - Six checks were listed on a check log totaling \$5,812.78 dated between November 1 and December 5, 2019.
- Credit Cards information including the complete account number, expiration date and CCV was maintained for repeat customers as a customer courtesy.

CFO Directive No. 2018-101-042 - Internal Controls requires:

- Policies and procedures in relevant Finance Directives provide guidelines for City Departments to follow regarding internal controls.
  - 6.2.1 - No one person shall exercise complete control over more than one key function or activity (i.e. authorizing, certifying, disbursing, receiving, or reconciling). Duties shall be separated such as that one person's work serves as a check and balance to another person's work.

CFO Directives No. 2018-109-001 - Cash Handling requires:

- Deposit of City Funds
  - 6.2.1. Deposits of cash and checks shall be made each day when the cumulative total amount reaches \$500.00, or once per week, whichever comes first.
  - 6.3.2. Endorsement stamp – an endorsement of every check is required by the bank. Every check shall be stamped at the point of acceptance.
- Debit and Credit Cards
  - 6.8.1.1. Confirm that the debit or credit card is present for all over-the-counter transactions.
  - 6.8.1.3. Verify the signature on the receipt matches the signature on the back of the debit or credit card for swipe and / or signature transactions.
  - 6.8.1.4. Ensure debit or credit card information is not recorded or stored in any manner
- Reconciliation
  - Departments shall ensure that copies of all deposit information required for reconciliation or tracking purposes is retained prior to deposit with the bank.

The lack of segregation of duties and internal controls, when dealing with processing payment could lead to theft, fraud, and misappropriation of funds.

We determined that the OAs were not part of ODFS and were not properly trained on OCFO policies and procedures.

### **Recommendations**

We recommend that the DPW:

- Implement appropriate internal controls over the cash management process.
- Create written policies and procedures for:
  - The office assistants to follow when they process payments.
  - Maintaining appropriate documentation to support transactions.
- Follow CFO Directive No. 2018-101-042 by segregating incompatible responsibilities.
- Follow CFO Directive No. 2018-109-001 by:
  - Taking all funds to ODFS to be deposited daily.
  - Putting all funds received in a secure location with limited access.
  - Restrictively endorsing checks when received.
- Ensure a credit card is present any time of a transaction is processed.

- Provide a time line and update on their action plan. We are aware that DPW requested training from the OCFO in February 2020 and has not received it yet due to unforeseen circumstances.

### **DPW's Action Plan**

DPW immediately sent staff to the City Engineering Division (CED) to rectify the situation. DPW and ODFS held a meeting in December 2019, concerning the cash handling procedures in CED. They proposed the following actions at the meeting to mitigate the situation:

1. All DPW employees that handle checks/credits will go to a training that will be provided by the OCFO-Treasury.
2. All checks will be processed within 48 hours of receipt.
3. All checks will be kept in a secure locker.
4. Two (2) stamps (Chemical Bank-City of Detroit-Deposit Only) were provided to City Engineering. All checks will be stamped immediately at the time of receipt.
5. Current credit card information will be destroyed. Any future credit card information will be kept in a secured locker. Manager/Supervisor only will have access to the locker.

## **2. DPW Failed to Require Employees to Wear Personal Protective Equipment (PPE)**

We observed and reviewed the following processes:

- **Paving/asphalt** – This process has three phases: Asphalt/Concrete Removal, Sub-base preparation, and Asphalt/Concrete Installation.
- **Viaduct Cleaning** - Employees maintain the cleanliness of viaducts throughout the City including residential and major streets.
- **Conditioning** – Is the process of stripping the street down to the no-base stage, in order for the paving team to lay down asphalt.
- **Driveway Team** – Employees are responsible for the residential rejuvenation (leveling) of driveways after a street has been paved. They also level the residential street intersections to comply with the Americans with Disabilities (ADA) rules and regulations.
- **Speed Cushions Installation** – Speed Cushions are installed to reduce the speed driven by vehicles on residential roads. A series of small cushions are installed across the width of the road to slow down vehicles.
- **Special Projects** - Employees setup street barricades for special events throughout the City. Examples of special events are marathons, parades, festivals, etc.

We noticed that employees performing these task were not wearing required PPE in accordance with the Michigan Occupational Safety and Health Administration (MIOSHA) standards.

Personal Protective Equipment for General Industry Consultation Education and Training (CET) Division MIOSHA Michigan Department of Licensing and Regulatory Affairs (LARA) requires:

In general, employers are responsible for:

- Performing a “hazard assessment” of the workplace to identify and control hazards.
- Certifying, in writing, completion of a hazard assessment.

Employees could be injured while performing their daily work resulting in financial risk for the City from lawsuits and fines from MIOSHA.

We determined that the department had not recently reviewed and revised their standard operating procedures for the impacted processes to incorporate MIOSHA requirements.

### **Recommendation**

We recommend that DPW:

- Perform a Hazard Assessment including a workplace survey to identify and mitigate risk in compliance with MIOSHA standards.
- Require employees to wear proper PPE for their respective responsibilities based on the outcome of the Hazard Assessment.

**3. Two DPW Divisions: (1) Street Maintenance and (2) Traffic Engineering-Sign Shop, Did Not Have Adequate Communication During Installation of Speed Cushions and Signs**

DPW installed speed cushions in a total of 94 residential areas throughout the City. During our observation of speed cushion installation, we noticed that no warning signs were installed on the street before or during our observation of the process.



We tested a sample of sign and speed cushion installation records for 50 residential areas. We determined that there was a weakness in internal controls in the installation process. Specifically:

- Street Maintenance did not have a written policy or procedure to notify the Sign Shop that a speed cushion was installed requiring a speed hump warning sign.
- There was a lack of communication between Street Maintenance and the Sign Shop causing a delay in warning signs. We determined that Street Maintenance:
  - Took an average of eight days to notify the Sign Shop that a speed cushion warning sign needed to be installed.
  - Did not alert the Sign Shop of a speed cushion installation on July 27, 2019 until October 24, 2019; 94 days later.
  - Did not advise the Sign Shop to install two signs in our sample.
- No one monitored the installation of speed cushions and warning signs to ensure that warning signs were installed timely to mitigate risk.

We determined for our sample, it only took an average of one day for the Sign Shop to install a warning sign once Street Maintenance notified them.

The Committee of Sponsoring Organizations of the Treadway Commission Internal Control – Integrated Framework is recognized as a leading framework for designing, implementing, and conducting internal control and assessing the effectiveness of internal control. It has five components of internal control:

- **Control Environment** – the foundation of an internal control system. It provides the discipline and structure to help an entity achieve its objectives.
- **Risk Assessment** – Assess the risk facing the entity as it seeks to achieve its objectives. This assessment provides the basis for developing appropriate risk responses.
- **Control Activities** – The actions management establishes through policies and procedures to achieve objectives and respond to risks in the internal control system, including the entity’s information system.
- **Information and Communication** – The quality information management and personnel communicate and use to support the internal control system.
- **Monitoring** – Activities management establishes and operates to assess the quality of performance over time and promptly resolve the findings of audits and other reviews.

According to the Michigan Manual of Uniform Traffic Control Devices (MUTCD):

Section 2C.01 Function of Warning Signs

Warning signs call attention to unexpected conditions on or adjacent to a highway, street, or private roads open to public travel and to situations that might not be readily apparent to road users. Warning signs alert road users to conditions that might call for a reduction of speed or an action in the interest of safety and efficient traffic operations.

The internal control weaknesses in the installation process; lack of a policy, adequate communication and monitoring, caused a delay in speed hump warning signs being installed. Based on the testing of 50 installations, it took the Sign Shop an average of nine days to install speed cushion signs after the installation of the speed cushion.

The auditors determined there was a weakness in internal controls. There was a lack of a formal policy, a lack of communication between the two divisions, and the absence of monitoring by management to ensure that the process was completed.

**Recommendations**

We recommend that DPW:

- Create a written procedure that:
  - Explains the installation of speed cushions and speed hump warning signs.
  - Establishes clear lines of communication between the two divisions.
  - Designates an employee to monitor the installation of warning signs after speed cushions are installed.

- Consider installing speed hump warning signs during and/or prior to the installation of speed cushions.

**4. DPW Did Not Comply with the City's Fuel Card Policy**

The DPW's fuel usage for fiscal years 2018, 2019 and eight months of fiscal year 2020 are as follows

DPW Division	FY 2018		FY 2019		FY 2020 (July - Feb.)	
	Cost	Gallons	Cost	Gallons	Cost	Gallons
Solid Waste	\$443,985.43	215,140	\$566,549.51	241,776	\$374,251.04	160,638
City Engineering	40,165.96	21,082	54,247.63	25,105	39,575.09	18,398
Sign Shop	35,621.05	18,853	41,790.18	19,633	29,845.87	14,006
Street Maintenance	342,619.67	170,396	368,353.32	162,933	250,052.51	109,140
Traffic Engineering	7,720.85	4,064	10,023.24	4,640	7,656.38	3,539
<b>TOTALS</b>	<b>\$870,112.95</b>	<b>429,535</b>	<b>\$1,040,963.87</b>	<b>454,088</b>	<b>\$701,380.90</b>	<b>305,721</b>

The DPW has 360 fuel cards per the General Services Department's (GSD) fuel card report as follows: Administration (1), Street Maintenance (162), Solid Waste (97), City Engineering (61), the Sign Shop (22), Traffic Engineering (17).

We reviewed DPW's internal controls over the fuel cards. We determined that DPW did not:

- Have written policies and procedures to control fuel usage and cards.
- Notify GSD as of August 2019, to remove 87 of 360 or 24% of fuel cards holders that were no longer on active payroll.

The GSD's Fuel System Policies and Procedures require that every department:

- For security purposes and accountability, the using department administration will define the criteria and identify those department employees who will be authorized to fuel city vehicles.
- Vehicle Coordinators are the department person responsible for validating the REVS fuel employee roster. The Vehicle Coordinator is to review and validate the listing and request names to be deleted as noted on an excel spreadsheet.

Failure to maintain proper management controls can result in fuel cards being susceptible to risk of misuse, theft, and other losses that can go undetected.

We determined that DPW failed to follow the GSD's Fuel System Policies and Procedures by not creating a department policy regarding fuel cards and usage.

**Recommendations**

We recommend that DPW comply with the City's Fuel System Policies and Procedures by:

- Creating a fuel card users policy for the department for REVS.
- Deactivating and returning fuel cards of employees that are dismissed, laid-off, retired or otherwise unauthorized to fuel city vehicles.

## NOTEWORTHY ACCOMPLISHMENT

Graffiti is unauthorized writing or drawing on a public surface. Graffiti can be found on buildings, viaducts, streets, and street signs. Graffiti can be a huge financial burden in terms of cleanup and replacement of signs throughout the City. It impacts people's perception of their surroundings and feelings of comfort and safety.



DPW started the Southwest Detroit Graffiti removal project in June 2019. The DPW-Sign Shop Division is replacing signs that have graffiti on them. When they replace those signs, they are using anti-graffiti solutions. They are putting a protective film on the signs that can prevent the surfaces from being tagged making it easier to remove most types of graffiti. The introduction of this film allows DPW to clean signs instead of replacing the signs which is a cost-effective way to mitigate graffiti damage.

As of May 31, 2019, they have replaced a total of 5,746 signs and have a little over 1,100 that still need to be replaced. The project is estimated to be completed before the Christmas holiday shutdown. The process allows for cost savings to the city since they will not have to replace the signs. We want to commend DPW for implementing this program. Nothing can be done to prevent graffiti. However, the self-adhesive graffiti film solution offers fast and economical paint or marker removal without compromising the underlying graphic on the sign or requiring the sign to be replaced.



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August 12, 2020

ATTACHMENT A

Mark Lockridge, Auditor General  
Office of the Auditor General  
2 Woodward Avenue, Suite 216  
Detroit, Michigan 48226

Dear Mr. Lockridge:

The following presents the Department's response for the indicated findings and related recommendations in the Audit of the Department of Public Works prepared by the Office of the Auditor General.

**Finding No. 1 The Department of Public Works (DPW) Lacked Proper Internal Controls Over the Cash Receipts Process in the City Engineering Division**

- Department/Agency Response to the Recommendation(s):

Upon the initial audit finding, DPW immediately worked with OCFO to perform a review of cash management practices and financial operations. DPW staffs have been trained to ensure adherence to OCFO's policy. DPW performs financial duties and responsibilities consistent with the CFO Directives No. 2018-101-042 and No. 2018-109-001, and with the oversight of OCFO. DPW financial operations and practices are now consistent with OCFO-established controls, policies and procedures.

In connection with the City of Detroit's cashless and initiative to reduce person-to-person transactions effective July 2020, DPW stopped processing cash, checks and credit card transactions directly from customers. Customers now make payment via the City of Detroit's quick pay website or DivDat Kiosks.

- Implementation Date and/or Timeline: December, 2019 to July, 2020
- Implementation Contact Name and Phone Number: Dayo Akinyemi, 313-610-9335

**Finding No. 2 DPW Failed to Require Employees to Wear Personal Protective Equipment (PPE)**

- Department/Agency Response to the Recommendation(s):

DPW requires staffs to wear proper and appropriate Personal Protective Equipment (PPE) and uniform. In fact, employees are paid \$170 per annum to compensate for the required uniforms, including steel toe shoes. Supervisors and Forepersons, as part of their daily responsibilities, ensure that staffs are adequately and appropriately attired

MICHAEL DUGGAN, MAYOR

for the duties of the day, including proper PPE. Staff's failure to wear proper PPE will result in disciplinary actions.

Furthermore, the City of Detroit has a MIOSHA Coordinator who reviews the organizational practices to ensure MIOSHA compliance. MIOSHA officials previously inspected our offices and found no infraction in DPW practices.

- Implementation Date and/or Timeline: Not necessary or applicable.
- Implementation Contact Name and Phone Number: Dayo Akinyemi, 313-610-9335

**Finding No. 3 Two DPW Divisions: (1) Street Maintenance and (2) Traffic Engineering-Sign Shop, Did Not Have Adequate Communication During Installation of Speed Cushions and Signs**

- Department/Agency Response to the Recommendation(s):

DPW has adequate and robust communication between the division stakeholders responsible for installing the speed cushions. Although 2019 was the first year of mass installation of speed cushions in the City of Detroit, staffs from Traffic Engineering and Street Maintenance Divisions worked closely and coordinated on all project milestones, including design, siting, installation and signage. Staff developed and used Smartsheet to track major milestones, and the status of project installation was reported to the DPW leadership on a bi-weekly basis.

For the 2020 construction season, DPW uses Smartsheet as an internal project management tool to notify all internal stakeholders in real-time of installation steps. Task leaders update the Smartsheet once their task is completed, and Smartsheet notifies everyone else.

With regards to the installation of warning signs ahead of the installation of the speed cushions, traffic engineering best practices discourage the logic of signing for a non-existing road condition, as this cause traffic signs to lose their integrity and effectiveness.

Embedding Sign Mechanics into the speed cushion installation team for the sole purpose of real time sign installation is not the best use of time and resources. Please note that these speed cushions come with their chevron markings which makes them compliant as street furniture without further signage. The warning signs are installed as additional courtesy for residents and snow plows, especially for when the speed cushions are snow covered.

- Implementation Date and/or Timeline: Not necessary or applicable.
- Implementation Contact Name and Phone Number: Dayo Akinyemi, 313-610-9335

**Finding No. 4 DPW Did Not Comply with the City's Fuel Card Policy**

- o Department/Agency Response to the Recommendation(s):

As part of their onboarding, DPW employees become familiar with GSD's fuel-card policy and procedures. The fuel cards and other City properties are collected from departing employees during exit interviews and reported to GSD for their record keeping.

DPW complies with GSD's Fuel System Policy and have Department Vehicle Coordinators that oversee fuel cards operations in our different divisions and yards. Namely:  
Williams Collins (SWD),  
Richard Doherty & Amir Masood (CED)  
Monique Walthall (Sign Shop)  
Mohamed Mohamed (SMD)  
Sunny Jacob (TED)

GSD has administrative oversight over fuel cards usage, and DPW operates in accordance with GSD's written fuel card user's policy. GSD is responsible for deactivating fuel cards, including keeping an updated list of card holders. GSD sends DPW periodic list of fuel card holders to which DPW provides feedback on status of employees, and will continue to work with GSD on data validation.

- o Implementation Date and/or Timeline: Not necessary or applicable.
- o Implementation Contact Name and Phone Number: Dayo Akinyemi, 313-610-9335

Please do not hesitate to contact me at [akinyemi@detroitmi.gov](mailto:akinyemi@detroitmi.gov) if you have any questions or need additional information.

Sincerely,

  
Ron Brundidge  
Director



## CITY CLERK INTAKE UNIT ITEM SUBMISSION

DEPARTMENT: Office of the Auditor General  
FILE NUMBER: Office of the Auditor General-0014

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**RE:**  
OAG Fiscal Year Quarter Report

**SUMMARY:**  
Quarterly Report

**RECOMMENDATION:**  
OAG Quarter Report




## Office of the Auditor General

Mark W. Lockridge, Auditor General

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[www.detroitmi.gov](http://www.detroitmi.gov)

### MEMORANDUM

**DATE :** September 1, 2020  
**TO :** Honorable City Council  
**FROM:** Mark W. Lockridge, CPA   
Auditor General  
**RE :** Office of the Auditor General, Fiscal Year 2019-20 Fourth Quarter Report  
**CC :** Irv Corley, Executive Policy Manager, Legislative Policy Division

Honorable Council Members,

Attached for your review is the Office of the Auditor General's (OAG) Fiscal Year 2019-20 Fourth Quarter Report. This report contains an overview of our audit activities, TeamMate Projects, and a review of our Fiscal Year 2020-21 Adopted Budget.

Please let me know if you have any questions, comments or concerns regarding the information as reflected in the report, and I will respond in a timely manner. Thank you for your continued support and recognition of the value of an effective internal audit shop that is the Office of the Auditor General of the City of Detroit.

Copies of all of the Office of the Auditor General Reports can be found on our website at <https://detroitmi.gov/government/office-auditor-general>.



# OFFICE OF THE AUDITOR GENERAL

OAG Fiscal Year 2019-20 Fourth Quarter Report

As of June 30, 2020

# Contents

- ▶ **Fiscal Year 2020-21  
Adopted Budget Review**
- ▶ **OAG Fiscal Year 2019-20  
Fourth Quarter Report**

Budget	Millions	FTE's
FY20 OAG Adopted	\$3,972	14
FY21 OAG Adopted	\$3,696	14

- ▶ Overview of Audit Activities

- ▶ OAG TeamMate Project

# Fiscal Year 2020-21 Adopted Budget Review

- OAG FY20 versus FY21 Adopted Budget
- FTE Position Review

# OAG FY20 versus FY21 Adopted Budget

Adopted Budget	\$000	Adopted Budget	FTE's
Fiscal Year 2019-20	\$3,972	Fiscal Year 2019-20	14
Fiscal Year 2020-21	\$3,696	Fiscal Year 2020-21	14
Increase/(Decrease)	\$ (276)	Increase/(Decrease)	-0-

## ▶ \$151K Net Decrease in CAFR Costs

- ▶ The original five year contract included an increase of \$149K in FY21 costs;
- ▶ The contract was renegotiated resulting in a five year extension, and a \$300K reduction of FY21 costs.
- ▶ Overall, the amended contract represents savings of \$2.1M over the next five years.

## ▶ \$106K Net Decrease in Salaries, for COVID Workforce Savings

## ▶ \$19K Decrease in All Other Expense

## ▶ No change in Total FTE's

- ▶ The Adopted budgets agree on total FTE's but they do not reflect OAG's current or desired position structure;
- ▶ The FY21 Adopted does not fund OAG's current or desired position structure.

## FTE Position Review

Job Title	Actual Year End FY20	Adopted Budget FY20	Adopted Budget FY21	OAG Proposed Repositioning	OAG Proposed FY21*
Supervisory Auditor IV	2	2	2	-	2
Auditor IV	-	2	1	+1	2
Auditor III	3	4	3	+1	4
Auditor II	3	3	5	(2)	3
<b>Subtotal Operations Administration</b>	<b>8</b>	<b>11</b>	<b>11</b>	<b>-</b>	<b>11</b>
<b>Total OAG</b>	<b>11</b>	<b>14</b>	<b>14</b>	<b>-</b>	<b>14</b>

\*The FTE positioning in the FY21 Adopted budget does not meet our operational needs. We are working with the OCFO Budget Department realign our positions.

# OAG Fiscal Year 2019-20 Fourth Quarter Report

- Status of Audits as of June 30, 2020
  - Audits In Process
  - Audits Not Started
- TeamMate Automation Project

**“**The Role of Internal Auditing in Public Sector Governance  
Good governance typically includes setting strategy, providing oversight, and instilling ethics in organizations. Independent auditing, including internal and external audit services, supports good governance in the public sector. Auditors provide assurance that public organizations are performing effectively and efficiently and in accordance with legal and ethical obligations to their public constituencies.  
**”**

*“Unique Aspects of Internal Auditing in the Public Sector”, The Institute of Internal Auditors, The International Professional Practices Framework®, a type of Supplemental Guidance Practice Guides - Public Sector, March 2020.*

## The Role of Internal Auditing in Public Sector Governance

# Types and Phases of OAG Audits

- ▶ **Types of Audits**
  - ▶ **Performance/Operational**  
Focuses on the process and problems, identifies causes; attention more on people and resources; includes a financial component
  - ▶ **Financial Related**  
Focuses on internal controls over financial cycles; does not focus on any specific problem; attention on figures; limited scope
  - ▶ **Financial - CAFR**  
OAG required to make a report of the financial position of the City  
Contracted to Plante Moran (External Auditors)
- ▶ **Phases of Internal Audits**
  - ▶ **Planning - General**  
Determining engagement objectives, scope, and methodology; establishing criteria to evaluate matters subject to audit
  - ▶ **Planning - Risk Assessment**  
Using a risk-based approach, auditors may consider additional procedures if they become aware of evidence that conflicts with that provided by management
  - ▶ **Fieldwork**  
Performing tests and procedures necessary to accomplish the engagement objectives
  - ▶ **Wrap-Up and Report**  
Determining the report content and substance or reviewing reports to determine whether the engagement objectives have been accomplished and the evidence supports the report's technical content and substance prior to issuance

# Audits In Process

## Public Lighting Department

Source: City Council Request, March 2017  
Type: Performance Audit  
Period: July 1, 2015 - June 30, 2019

- Published Audit of Public Lighting Interim Report PLD Salvage Operations (February 2020)
- In the wrap-up and report phase for PLD revenues
- In the wrap-up and report phase for capital assets and PLD decommissioning

## Public Lighting Authority

Source: City Council Request, July 2017  
Type: Performance Audit  
Period: July 1, 2015 - June 30, 2019

- Completed general
- planning and the audit risk assessment
- Fieldwork expected to begin August 2020 (Delayed from April 2020 due to COVID)

# Audits In Process

## Detroit Transportation Corporation

Source: OAG Annual Plan

Type: Follow-up Performance Audit

Period: July 1, 2015 - June 30, 2017

- Fieldwork completed
- In final phases of wrap-up and reporting

## DLBA Demolition Forensic Audit

Source: City Council Request

Type: Financial (Forensic) Audit

Period: July 1, 2015 - June 30, 2019

- Outsourced to external forensic accounting firm
- Fieldwork completed
- In final phases of wrap-up and reporting

# Audits In Process

## CRIO Compliance Fees

Source: City Council Request, September 2018  
Type: Financial Audit  
Period: December 1, 2016 - June 30, 2019

- Completed general planning and the audit risk assessment
- Fieldwork completed for CRIO compliance fees cash receipts
  - In final phases of wrap-up and reporting for CRIO compliance fees cash receipts
- Fieldwork completed for DESC operations
  - In final phases of wrap-up and reporting for DESC operations
  - In Fieldwork for CRIO compliance fees operations

# Audits In Process

## Department of Public Works

Source: OAG FY19 Annual Audit Plan  
Type: Performance Audit  
Period: July 1, 2017 - June 30, 2019

- Completed fieldwork
- In final phase of wrap-up and reporting

## Media Services

Source: OAG FY20 Annual Audit Plan  
Type: Performance Audit  
Period: July 1, 2015 - June 30, 2019

- Conducted entrance conference October 2019
- Completed general planning
- Performing the planning risk assessment

# Audits Not Yet Started

Police  
Commissioners

Source: City Council Request, March 2020

Police Secret  
Service Fund

Source: OAG FY20 Annual Audit Plan

Police Drug Law  
Enforcement Fund

Source: OAG FY20 Annual Audit Plan

OCFO Assessors  
Division

Source: City Council Special Request, July 2020  
Limited Scope Related to Property Tax  
Overassessments

# OAG TeamMate Project

## What is TeamMate AM?

TeamMate AM (Audit Management) is a comprehensive audit management system that helps auditors and audit department leadership manage all aspects of the audit process. TeamMate helps organizations around the world to identify and evaluate risk, create and manage audits, schedule projects and allocate resources, capture Time and Expenses, manage issue remediation, monitor and report on status with notifications and dashboards.

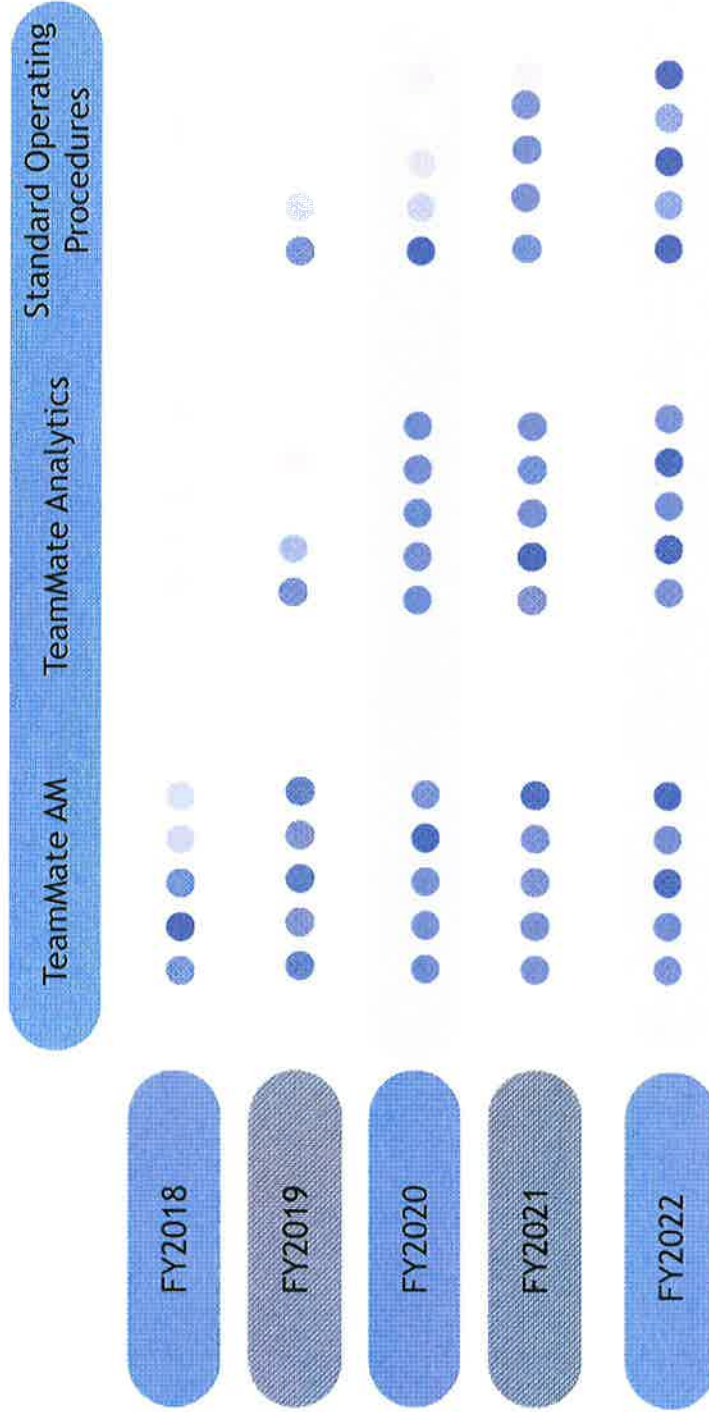
## What is TeamMate Analytics?

TeamMate Analytics is a suite of more than 150 Computer Aided Audit Tools (or CAATs) that allows auditors to easily perform powerful data analysis to deliver significant value for their team, their internal or external clients and their organization as a whole. Unlike other solutions, which require programming and DBA skills, TeamMate Analytics is designed to be used by every auditor in our department.

## Who's using TeamMate AM and TeamMate Analytics?

TeamMate AM is used by more than 90,000 auditors and TeamMate Analytics is used by more than 60,000 auditors in over 70 countries around the world to conduct their work more efficiently and effectively.

# OAG TeamMate Project



OAG is preparing for an external peer review to be performed by reviewers independent of our organization, in accordance with Generally Accepted Government Auditing Standards (GAGAS) in FY2022.

# The End

The Office of the Auditor General thanks the Honorable City Council for receiving and review of our Fiscal Year 2020-21 Adopted Budget and our Fiscal Year 2019-20 Fourth Quarter Report. Please send any follow-up questions and comments to this office for our response.

Mark W. Lockridge, CPA  
Auditor General  
City of Detroit



## CITY CLERK INTAKE UNIT ITEM SUBMISSION

DEPARTMENT: 73  
FILE NUMBER: Legislative Policy Division - City Planning -0072

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**RE:**

Submitting reso. autho. Neighborhood Enterprise Zone Certificate Application for the rehabilitation of an existing single-family residential structure located at 1321 Labrosse Avenue in the Corktown Neighborhood Enterprise Zone area.

**SUMMARY:**

Neighborhood Enterprise Zone Certificate Application for the rehabilitation of an existing single-family residential structure located at 1321 Labrosse Avenue in the Corktown Neighborhood Enterprise Zone area.

**RECOMMENDATION:**

Recommend Approval

# City of Detroit

Alton James  
Chairperson  
Lauren Hood, MCD  
Vice Chair/Secretary

Marcell R. Todd, Jr.  
Director

CITY PLANNING COMMISSION  
208 Coleman A. Young Municipal Center  
Detroit, Michigan 48226  
Phone: (313) 224-6225 Fax: (313) 224-4336  
e-mail: cc-cpc@detroitmi.gov

Brenda Goss-Andrews  
Damion Ellis  
David Esparza, AIA, LEED  
Gregory Pawlowski  
Frederick E. Russell, Jr.  
Angy Webb  
Henry Williams

September 2, 2020

## HONORABLE CITY COUNCIL

**RE: Neighborhood Enterprise Zone Certificate Application for the rehabilitation of an existing single-family residential structure located at 1321 Labrosse Avenue in the Corktown Neighborhood Enterprise Zone area. (RECOMMEND APPROVAL)**

The office of the City Planning Commission (CPC) has received an application requesting a Neighborhood Enterprise Zone (NEZ) certificate forwarded from the office of the City Clerk for the rehabilitation of an existing single-family residential structure located at 1321 Labrosse Avenue. This application corresponds to a qualified site which will accommodate the rehabilitation of a current building consistent with zoning and the Master Plan of Policies. The building is anticipated to undergo substantial work, including mechanical, HVAC, interior and exterior renovations. CPC staff has reviewed the application and recommends approval.

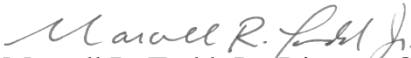
The subject property has been confirmed as being within the boundaries of the Corktown NEZ which was established by a vote of Council on October 25, 1994, and should be eligible for NEZ certificates under State Act 147 of 1992 as currently written. The anticipated cost of rehabilitation for 1321 Labrosse Avenue is \$275,000.00. The NEZ certificate application appears to have been submitted after the issuance of applicable building permits. The building permits show that the permits were issued on February 14, 2019 for interior and exterior alterations, July 15, 2020 for mechanical, and August 25, 2020 for plumbing, and the application for the NEZ certificate was filed with the City of Detroit Clerk's office on June 18, 2020. MCL 207.774 states the application must be filed before a building permit is issued or as otherwise provided by the local governmental unit by resolution if the application is filed not later than 6 months following the date the building permit is issued.

In order to proceed the City of Detroit would have to approve a resolution which contains language that approves the submission of the application after the issuance of the building permit, however, no later than 6 month following the date the building permit was issued.

The required resolution is attached for your consideration.

Please contact our office should you have any questions.

Respectfully submitted,

  
Marcell R. Todd, Jr., Director CPC  
George A. Etheridge, City Planner, LPD

**City of Detroit**  
OFFICE OF THE CITY CLERK

Janice M. Winfrey  
City Clerk

Andre P. Gilbert II  
Deputy City Clerk

September 14, 2020

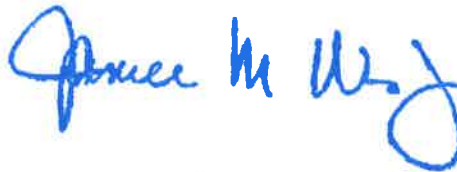
Honorable City Council  
1340 Coleman A. Young Municipal Center  
Detroit, MI 48226

**Re: Application for Neighborhood Enterprise Zone Certificate for  
Corktown**

Dear Council Members:

On October 21, 1992, your Honorable Body established Neighborhood Enterprise Zones. I am in receipt of one (1) application for a Neighborhood Enterprise Zone Certificate. **THIS APPLICATION HAVE BEEN REVIEWED AND RECOMMENDED FOR APPROVAL BY THE CITY PLANNING COMMISSION, A COPY OF WHICH IS ATTACHED.** Therefore, the attached Resolution, if adopted by your Honorable Body, will approve these applications.

Respectfully submitted,



Janice M. Winfrey  
City Clerk

JMW:aj  
Enc.

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  
Detroit, Michigan 48226  
Phone: (313) 224-6225 Fax: (313) 224-4336  
e-mail: cc-cpc@detroitmi.gov

Brenda Goss-Andrews  
Damion Ellis  
David Esparza, AIA, LEED  
Gregory Pawlowski  
Frederick E. Russell, Jr.  
Angy Webb  
Henry Williams

September 2, 2020

## HONORABLE CITY COUNCIL

**RE: Neighborhood Enterprise Zone Certificate Application for the rehabilitation of an existing single-family residential structure located at 1321 Labrosse Avenue in the Corktown Neighborhood Enterprise Zone area. (RECOMMEND APPROVAL)**

The office of the City Planning Commission (CPC) has received an application requesting a Neighborhood Enterprise Zone (NEZ) certificate forwarded from the office of the City Clerk for the rehabilitation of an existing single-family residential structure located at 1321 Labrosse Avenue. This application corresponds to a qualified site which will accommodate the rehabilitation of a current building consistent with zoning and the Master Plan of Policies. The building is anticipated to undergo substantial work, including mechanical, HVAC, interior and exterior renovations. CPC staff has reviewed the application and recommends approval.

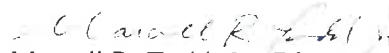
The subject property has been confirmed as being within the boundaries of the Corktown NEZ which was established by a vote of Council on October 25, 1994, and should be eligible for NEZ certificates under State Act 147 of 1992 as currently written. The anticipated cost of rehabilitation for 1321 Labrosse Avenue is \$275,000.00. The NEZ certificate application appears to have been submitted after the issuance of applicable building permits. The building permits show that the permits were issued on February 14, 2019 for interior and exterior alterations, July 15, 2020 for mechanical, and August 25, 2020 for plumbing, and the application for the NEZ certificate was filed with the City of Detroit Clerk's office on June 18, 2020. MCL 207.774 states the application must be filed before a building permit is issued or as otherwise provided by the local governmental unit by resolution if the application is filed not later than 6 months following the date the building permit is issued.

In order to proceed the City of Detroit would have to approve a resolution which contains language that approves the submission of the application after the issuance of the building permit, however, no later than 6 month following the date the building permit was issued.

The required resolution is attached for your consideration.

Please contact our office should you have any questions.

Respectfully submitted,

  
Marcell R. Todd, Jr., Director CPC  
George A. Etheridge, City Planner, LPD

2020 SEP 14 A 9 43 I  
OFFICE OF THE  
DETROIT CITY CLERK

# Resolution

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

WHEREAS, Michigan Public Act 147 of 1992 allows the local legislative body to establish Neighborhood Enterprise Zones for the purpose of providing exemption from ad valorem property taxes, and the imposition of specific property tax in lieu of ad valorem taxes; and

WHEREAS, The Detroit City Council has established a Neighborhood Enterprise Zone for the following area, in the manner required by and pursuant to Public Act 147 of 1992; and

WHEREAS, It has been determined that building permits were issued on February 14, 2019 for interior and exterior alterations, July 15, 2020 for mechanical, and August 25, 2020 for plumbing, and the application for the NEZ certificate was filed with the City of Detroit Clerk's office on June 18, 2020. MCL 207.774 states that the application must be filed before a building permit is issued or as otherwise provided by the local governmental unit by resolution if the application is filed not later than 6 months following the date the building permit is issued.

NOW, THEREFORE, BE IT RESOLVED, That the Detroit City Council approves the submission of the application to the State Tax Commission, noting that the application was submitted not later than 6 months following the date the building permits were issued pursuant to the provisions of Public Act 147 of 1992.

BE IT FINALLY REOLVED, That the Detroit City Council approves the following address for receipt of Neighborhood Enterprise Zone Certificates for a fifteen-year period:

<u>Zone</u>	<u>Address</u>	<u>Application No.</u>
Corktown	1321 Labrosse	07-0034



## CITY CLERK INTAKE UNIT ITEM SUBMISSION

DEPARTMENT: 73  
FILE NUMBER: Legislative Policy Division - City Planning -0074

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**RE:**

Submitting report relative to: Neighborhood Enterprise Zone Certificate Applications for the new construction of ten condominiums located at 1454 Townsend Avenue, Units 26 - 35 in the Islandview Neighborhood Enterprise Zone area.

**SUMMARY:**

**Neighborhood Enterprise Zone Certificate Applications for the new construction of ten condominiums located at 1454 Townsend Avenue, Units 26 - 35 in the Islandview Neighborhood Enterprise Zone area.**

**RECOMMENDATION:**

Recommend Approval

# City of Detroit

**Alton James**  
Chairperson  
**Lauren Hood, MCD**  
Vice Chair/Secretary

**Marcell R. Todd, Jr.**  
Director

**CITY PLANNING COMMISSION**  
208 Coleman A. Young Municipal Center  
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**David Esparza, AIA, LEED**  
**Gregory Pawlowski**  
**Frederick E. Russell, Jr.**  
**Angy Webb**  
**Henry Williams**

September 14, 2020

## HONORABLE CITY COUNCIL


**RE: Neighborhood Enterprise Zone Certificate Applications for the new construction of ten condominiums located at 1454 Townsend Avenue, Units 26 - 35 in the Islandview Neighborhood Enterprise Zone area. (RECOMMEND APPROVAL)**

The office of the City Planning Commission (CPC) has received ten applications requesting Neighborhood Enterprise Zone (NEZ) certificates forwarded from the office of the City Clerk for the new construction of ten condominiums located at 1454 Townsend Avenue, Units 26-35. These applications correspond to a qualified site which will accommodate the development project. This new facility is a part of the complete redevelopment of the Saint Charles School Redevelopment Project in which the existing school building located at 1454 Townsend Street was rehabilitated into a modern loft-style residential building consisting of approximately 25 apartments. In total 10,069 square feet of one and two-bedroom townhome units will be made available.

The subject property has been confirmed as being within the boundaries of the Islandview NEZ which was established by a vote of Council on May 1, 2006, and should be eligible for NEZ certificates under State Act 147 of 1992 as currently written. The anticipated construction cost of the project is approximately \$75,000 per unit. The applicant is seeking a 15-year tax abatement. The NEZ certificate application appears to have been submitted prior to the issuance of any applicable building permits.

Please contact our office should you have any questions.

Respectfully submitted,

  
Marcell R. Todd, Jr., Director CPC  
George A. Etheridge, City Planner, LPD

cc: Janice Winfrey, City Clerk

**City of Detroit**  
OFFICE OF THE CITY CLERK

Janice M. Winfrey  
City Clerk

Andre P. Gilbert II  
Deputy City Clerk

September 15, 2020

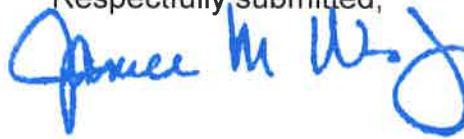
Honorable City Council  
1340 Coleman A. Young Municipal Center  
Detroit, MI 48226

**Re: Application for Neighborhood Enterprise Zone Certificate for  
Island View**

Dear Council Members:

On October 21, 1992, your Honorable Body established Neighborhood Enterprise Zones. I am in receipt of ten (10) applications for a Neighborhood Enterprise Zone Certificate. **THESE APPLICATIONS HAVE BEEN REVIEWED AND RECOMMENDED FOR APPROVAL BY THE CITY PLANNING COMMISSION, A COPY OF WHICH IS ATTACHED.** Therefore, the attached Resolution, if adopted by your Honorable Body, will approve this application.

Respectfully submitted,



Janice M. Winfrey  
City Clerk

JMW:aj  
Enc.

# Resolution

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

WHEREAS, Michigan Public Act 147 of 1992 allows the local legislative body to establish Neighborhood Enterprise Zones for the purpose of providing exemption from as valorem property taxes, and the imposition of specific property tax in lieu of as valorem taxes; and

WHEREAS, The Detroit City Council has established a Neighborhood Enterprise Zone for the following area, in the manner required by and pursuant to Public Act 147 of 1992.

NOW, THEREFORE, BE IT RESOLVED, That the City Council approve the following address for receipt of Neighborhood Enterprise Zone Certificate for a fifteen-year period:

<u>Zone</u>	<u>Address</u>	<u>Application No.</u>
Island View	1454 Townsend, Unit 26	07-0024
Island View	1454 Townsend, Unit 27	07-0025
Island View	1454 Townsend, Unit 28	07-0026
Island View	1454 Townsend, Unit 29	07-0027
Island View	1454 Townsend, Unit 30	07-0028
Island View	1454 Townsend, Unit 31	07-0029
Island View	1454 Townsend, Unit 32	07-0030
Island View	1454 Townsend, Unit 33	07-0031
Island View	1454 Townsend, Unit 34	07-0032
Island View	1454 Townsend, Unit 35	07-0033

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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September 14, 2020

## HONORABLE CITY COUNCIL

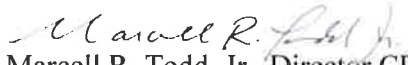
**RE: Neighborhood Enterprise Zone Certificate Applications for the new construction of ten condominiums located at 1454 Townsend Avenue, Units 26 - 35 in the Islandview Neighborhood Enterprise Zone area. (RECOMMEND APPROVAL)**

The office of the City Planning Commission (CPC) has received ten applications requesting Neighborhood Enterprise Zone (NEZ) certificates forwarded from the office of the City Clerk for the new construction of ten condominiums located at 1454 Townsend Avenue, Units 26-35. These applications correspond to a qualified site which will accommodate the development project. This new facility is a part of the complete redevelopment of the Saint Charles School Redevelopment Project in which the existing school building located at 1454 Townsend Street was rehabilitated into a modern loft-style residential building consisting of approximately 25 apartments. In total 10,069 square feet of one and two-bedroom townhome units will be made available.

The subject property has been confirmed as being within the boundaries of the Islandview NEZ which was established by a vote of Council on May 1, 2006, and should be eligible for NEZ certificates under State Act 147 of 1992 as currently written. The anticipated construction cost of the project is approximately \$75,000 per unit. The applicant is seeking a 15-year tax abatement. The NEZ certificate application appears to have been submitted prior to the issuance of any applicable building permits.

Please contact our office should you have any questions.

Respectfully submitted,

  
Marcell R. Todd, Jr., Director CPC  
George A. Etheridge, City Planner, LPD

cc: Janice Winfrey, City Clerk



## DEPARTMENTAL SUBMISSION

DEPARTMENT: 53  
FILE NUMBER: Council President Pro Tem Mary  
Sheffield-0066

---

**\* ITEM**  
MEMORANDUM

**\* Council Member**  
**Council President Pro Tem Mary Sheffield**

**Memorandum relative to (summary below):**

**\* SUMMARY:**

This is to request that the Administration allocate Federal Care funds to the Board of Review for marketing the Homeowners Property Tax Assistance Program (HPTAP) application before the December deadline. Please work with the Director to identify an appropriate amount.

Please contact my office if you have any questions.

**\* RECOMMENDATION:**  
Please provide update

**\* COMMITTEE REFERRED TO:**

**Budget, Finance, and Audit**

**\* DEPARTMENTAL CONTACT:**

Name: Paris Blessman  
Position: Policy Analyst

**\*=REQUIRED**

# City of Detroit

CITY COUNCIL

MARY SHEFFIELD  
COUNCIL PRESIDENT PRO TEM  
DISTRICT 5

## MEMORANDUM

**TO:** David Massaron, CFO, Office of the Chief Financial Officer  
Willie Donwell, Director, Board of Review

**FROM:** Council President Pro Tem Mary Sheffield

**DATE:** September 17, 2020

**RE:** Federal CARES Dollars for the Board of Review

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This is to request that the Administration allocate Federal Care funds to the Board of Review for marketing the Homeowners Property Tax Assistance Program (HPTAP) application before the December deadline. Please work with the Director to identify an appropriate amount.

Please contact my office if you have any questions.



## CITY CLERK INTAKE UNIT ITEM SUBMISSION

DEPARTMENT: Detroit Brownfield Redevelopment Authority  
FILE NUMBER: Detroit Brownfield Redevelopment Authority-0027

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**RE:**

Letter to Council President Jones regarding the reappointment of DBRA-CAC members whose terms have expired.

**SUMMARY:**

Letter to Council President Jones regarding the reappointment of DBRA-CAC members whose terms have expired.

**RECOMMENDATION:**

Letter to Council President Jones regarding the reappointment of DBRA-CAC members whose terms have expired.



September 9, 2020

Honorable Brenda Jones  
President, City Council  
City of Detroit  
Coleman A. Young Municipal Center  
2 Woodward Avenue, Suite 1340  
Detroit, Michigan 48226

Honorable President Jones:

Please be informed that the term of office for Mr. Kamal Cheeks, Mr. Bradley Lutz and Mr. Peter Rhodes, all Community Advisory Committee (CAC) members for the Detroit Brownfield Redevelopment Authority (DBRA) expired on June 30, 2020. Consequently, please take action in reappointing the three current members or appointing three new members to serve a term expiring June 30, 2021.

In addition to the above term expirations, please be informed that the term of office for Ms. Michelle Lee, Community Advisory Committee (CAC) member for the Detroit Brownfield Redevelopment Authority (DBRA) expired on June 30, 2019. Ms. Lee has requested that a new member be appointed in her place so please also take action in appointing a new member to serve a term expiring June 30, 2021.

Attached please find the contact information for the DBRA-CAC members whose terms have expired and wish to be reappointed.

If you have any questions, please feel free to contact me at [jkanalos@degc.org](mailto:jkanalos@degc.org).

Respectfully,

Jennifer Kanalos  
Authorized Agent

c: City Clerk  
City Council  
Elisa Malile  
Avery Peoples  
Jasmine Barnes  
Stephen Grady  
Malinda Jensen  
Brian Vosburg

**DBRA Community Advisory Committee Members**  
**Terms Expired 6/30/20**

Mr. Kamal Cheeks  
19427 Warrington Dr.  
Detroit, MI 48221

Mr. Bradley Lutz  
1508 Brooklyn Street  
Detroit, MI 48226

Mr. Peter Rhodes  
20195 Lichfield  
Detroit, MI 48221

**DBRA Community Advisory Committee Members**  
**Terms Expired 6/30/19**

Ms. Michelle Lee  
224 Newport St.  
Detroit, MI 48215



## DEPARTMENTAL SUBMISSION

DEPARTMENT: [eSCRIBE Department]  
FILE NUMBER: Human Resources - Labor Relations-  
0001

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**\* RE:**  
Submitting reso. autho.

**\* SUMMARY:**  
Click or tap here to enter text.

**\* RECOMMENDATION:**  
Click or tap here to enter text.

**\* DEPARTMENTAL CONTACT:**  
Name: Click or tap here to enter text.  
Position: Click or tap here to enter text.

**\*=REQUIRED**



July 27, 2020

**HONORABLE CITY COUNCIL:**

**Re: Implementation of Rescission of Wage and Step Increases and/or Bonus Payments Scheduled for July 1, 2020 through June 30, 2021 for the International Brotherhood of Teamsters, Local 214 (Teamsters, Local 214)**

The unprecedented events surrounding the COVID-19 pandemic has caused an economic and financial crisis throughout the United States, Michigan, and the City of Detroit (City).

The City's revenue collections have suffered due to COVID-19. Specifically, the City is facing a projected \$154 Million revenue shortfall for this fiscal year and a projected \$194 Million revenue shortfall for fiscal year 2021. The City recognizes the sacrifices of its employees who have taken reductions in hours and layoffs. The parties recognize the need for additional savings from its full time employees to balance the budget and to avoid State of Michigan oversight.

Labor Relations presented a written proposal to the **Teamsters, Local 214** for the elimination of economic increases negotiated beginning July 1, 2020; and based on mutual consideration, the 2019 – 2023 Collective Bargaining Agreement (CBA) has been amended.

- I. Extension of 2019 – 2023 Master Agreement
- II. Wages
- III. Health Care

Therefore, in accordance with standard City procedure, the Labor Relations Division respectfully requests that your Honorable Body pass a resolution which approves the specified changes.

We further request that your Honorable Body adopt the following resolution with a Waiver of Reconsideration.

Respectfully submitted,

Hakim W. Berry  
Chief Operating Officer



---

**By Council Member \_\_\_\_\_:**

**WHEREAS**, the City of Detroit and the **Teamsters, Local 214** have met the standards for recognition as exclusive agents for their members in the employ of the City of Detroit under Public Act 336 of 1947, as amended, and

**WHEREAS**, the Labor Relations Division, under the direction of the Mayor, is authorized and directed by the City Charter to act for the City of Detroit in negotiation and administration of collective bargaining agreements, and

**WHEREAS**, the Labor Relations Division and the **Teamsters, Local 214** have met and negotiated a Memorandum of Understanding which shall be incorporated into their current agreement.

**NOW, THEREFORE, BE IT RESOLVED**, that the attached Memorandum of Understanding between the City of Detroit and the **Teamsters, Local 214**, is hereby approved and confirmed in accordance with the foregoing communication.

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF DETROIT  
AND  
TEAMSTERS LOCAL 214

The unprecedented events surrounding the COVID-19 pandemic has caused an economic and financial crisis throughout the United States, Michigan, and the City of Detroit (City).

The City's revenue collections have suffered due to COVID-19. Specifically, the City is facing a projected \$154 Million revenue shortfall for this fiscal year and a projected \$194 Million revenue shortfall for fiscal year 2021. The City recognizes the sacrifices of its employees who have taken reductions in hours and layoffs. The parties recognize the need for additional savings from its full time employees to balance the budget and to avoid State of Michigan oversight.

The Union agrees to forgo the following scheduled economic increases applicable to its specific negotiated Collective Bargaining Agreement (s) expiring June 30, 2023 that affect its bargaining unit members:

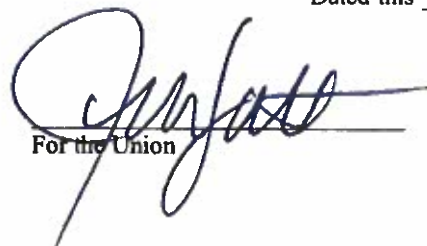
- Eliminate 2% wage increase that was effective July 1, 2020
- **Eliminate all step increases, all merit increases and all bonus payments for one (1) fiscal year beginning July 1, 2020 through June 30, 2021.**
- Add lump sum payments as follows:
  - \$300 payable on the first pay date after July 1, 2020
  - **A lump sum payment of \$250 payable on the first pay date after July 1, 2021 and 2% wage increase beginning July 1, 2021**
  - **A lump sum payment of \$250 payable on the first pay date after July 1, 2022 and 2% wage increase beginning July 1, 2022**
- **Payment of Step Increases to resume July 1, 2021 and continue through the remainder of the negotiated contract.**
- Extend contract by 1 year through June 30, 2024
- Add 2.5% wage increase effective July 1, 2023

**The Union may request to meet with the City no earlier than July 1, 2022 and no later than January 1, 2023 to review the current economic condition of the City in reference to this agreement.**

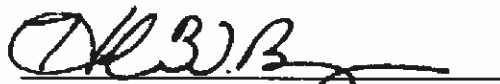
**Health Insurance**

- New employees will be automatically enrolled in the Blue Care Network HMO plan unless they opt-out of coverage.
- <sup>N</sup>ew employee Blue Care Network health insurance will be effective after 30 days of employment instead of 90 days
- New employees will have the option to enroll in any City-offered health plan at the next regularly scheduled citywide Open Enrollment Period for the subsequent Plan Year

Dated this 27th day of July, 2020.

  
For the Union

  
For the City of Detroit

  
Hakim W. Berry, Chief Operating Officer and  
Director, Labor Relations



## DEPARTMENTAL SUBMISSION

DEPARTMENT: [eSCRIBE Department]  
FILE NUMBER: Human Resources - Labor Relations-  
0002

---

**\* RE:**  
Submitting reso. autho.

**\* SUMMARY:**  
Click or tap here to enter text.

**\* RECOMMENDATION:**  
Click or tap here to enter text.

**\* DEPARTMENTAL CONTACT:**  
Name: Click or tap here to enter text.  
Position: Click or tap here to enter text.

**\*=REQUIRED**



CITY OF DETROIT  
HUMAN RESOURCES DEPARTMENT  
LABOR RELATIONS DIVISION

COLEMAN A. YOUNG MUNICIPAL CENTER  
2 WOODWARD AVENUE - SUITE 332  
DETROIT, MICHIGAN 48226  
(313) 224-3860 • TTY: 711  
(313) 224-0738  
WWW.DETROITMI.GOV

July 27, 2020

## HONORABLE CITY COUNCIL:

**Re: Implementation of Rescission of Wage and Step Increases and/or Bonus Payments Scheduled for July 1, 2020 through June 30, 2021 for the American Federation of State and Municipal Employees, Non-supervisory (AFSCME, Non-Supervisory)**

The unprecedented events surrounding the COVID-19 pandemic has caused an economic and financial crisis throughout the United States, Michigan, and the City of Detroit (City).

The City's revenue collections have suffered due to COVID-19. Specifically, the City is facing a projected \$154 Million revenue shortfall for this fiscal year and a projected \$194 Million revenue shortfall for fiscal year 2021. The City recognizes the sacrifices of its employees who have taken reductions in hours and layoffs. The parties recognize the need for additional savings from its full time employees to balance the budget and to avoid State of Michigan oversight.

Labor Relations presented a written proposal to the (AFSCME, Non-Supervisory) for the elimination of economic increases negotiated beginning July 1, 2020; and based on mutual consideration, the 2019 – 2023 Collective Bargaining Agreement (CBA) has been amended.

- I. Extension of 2019 – 2023 Master Agreement
- II. Wages
- III. Health Care

Therefore, in accordance with standard City procedure, the Labor Relations Division respectfully requests that your Honorable Body pass a resolution which approves the specified changes.

We further request that your Honorable Body adopt the following resolution with a Waiver of Reconsideration.

Respectfully submitted,

Hakim W. Berry  
Chief Operating Officer



**By Council Member \_\_\_\_\_:**

**WHEREAS**, the City of Detroit and the **(AFSCME, Non-Supervisory)** have met the standards for recognition as exclusive agents for their members in the employ of the City of Detroit under Public Act 336 of 1947, as amended, and

**WHEREAS**, the Labor Relations Division, under the direction of the Mayor, is authorized and directed by the City Charter to act for the City of Detroit in negotiation and administration of collective bargaining agreements, and

**WHEREAS**, the Labor Relations Division and the **(AFSCME, Non-Supervisory)** have met and negotiated a Memorandum of Understanding which shall be incorporated into their current agreement.

**NOW, THEREFORE, BE IT RESOLVED**, that the attached Memorandum of Understanding between the City of Detroit and the **(AFSCME, Non-Supervisory)**, is hereby approved and confirmed in accordance with the foregoing communication.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF DETROIT  
AND  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
NON-SUPERVISORY**

The unprecedented events surrounding the COVID-19 pandemic has caused an economic and financial crisis throughout the United States, Michigan, and the City of Detroit (City).

The City's revenue collections have suffered due to COVID-19. Specifically, the City is facing a projected \$154 Million revenue shortfall for this fiscal year and a projected \$194 Million revenue shortfall for fiscal year 2021. The City recognizes the sacrifices of its employees who have taken reductions in hours and layoffs. The parties recognize the need for additional savings from its full time employees to balance the budget and to avoid State of Michigan oversight.

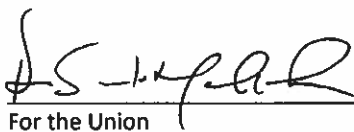
The Union agrees to forgo the following scheduled economic increases applicable to its specific negotiated Collective Bargaining Agreement (s) expiring June 30, 2023 that affect its bargaining unit members:

- Eliminate 2% wage increase that was effective July 1, 2020  
  
Eliminate all step increases, all merit increases and all bonus payments for one (1) fiscal year beginning July 1, 2020 through June 30, 2021.
- Add lump sum payments as follows:
  - o \$300 payable on the first pay date after July 1, 2020
  - o \$250 payable on the first pay date after July 1, 2021
  - o \$ 250 payable on the first pay date after July 1, 2022
- Extend contract by 1 year through June 30, 2024
- Add 2.5% wage increase effective July 1, 2023
- The Union may request to meet with the City no earlier than July 1, 2022 and no later than January 1, 2023 to review the current economic condition of the City in reference to this agreement.

**Health Insurance**

- New employees will be automatically enrolled in the Blue Care Network HMO plan unless they opt-out of coverage.
- New employee Blue Care Network health insurance will be effective after 30 days of employment instead of 90 days
- New employees will have the option to enroll in any City-offered health plan at the next regularly scheduled citywide Open Enrollment Period for the subsequent Plan Year

Dated this 22<sup>nd</sup> day of July, 2020.

  
For the Union

  
For the City of Detroit

  
Hakim W. Berry, Chief Operating Officer and  
Director, Labor Relations



## DEPARTMENTAL SUBMISSION

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

FILE NUMBER: Office of the Chief Financial Officer -  
Development & Grants-0094

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**\* RE:**

Submitting reso. autho. Authorization to submit a grant application to the Harvard Business School for the FY 2021 Harvard Business School Leadership Fellows Program.

**\* SUMMARY:**

Authorization to submit a grant application to the Harvard Business School for the FY 2021 Harvard Business School Leadership Fellows Program.

**\* RECOMMENDATION:**

Authorization to submit a grant application to the Harvard Business School for the FY 2021 Harvard Business School Leadership Fellows Program. The Mayor's Office is hereby requesting authorization from Detroit City Council to submit a grant application to the Harvard Business School for the FY 2021 Harvard Business School Leadership Fellows Program. The amount being sought is \$50,000.00. The grantor share is \$50,000.00 of the approved amount and there is a required cash match of \$89,000.00. The total project cost is \$139,000.00.

**\* DEPARTMENTAL CONTACT:**

Name: Jalesa Beck  
Position: Administrative Assistant II

**\*=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

September 8, 2020

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 Harvard Business School for the FY 2021 Harvard Business School Leadership Fellows Program**


The Mayor’s Office is hereby requesting authorization from Detroit City Council to submit a grant application to the Harvard Business School for the FY 2021 Harvard Business School Leadership Fellows Program. The amount being sought is \$50,000.00. The grantor share is \$50,000.00 of the approved amount and there is a required cash match of \$89,000.00. The total project cost is \$139,000.00.

The FY 2021 Harvard Business School Leadership Fellows Program will enable the department to:


- Attract and retain talent in the City of Detroit and leverage the experience, energy and analytical skills of a Harvard Business School Master in Business Administration student

If the application is approved, a cash match will be provided from appropriation 00870.

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

Sincerely,  
DocuSigned by:  
  
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Katerli Bounds  
Director, Office of Development and Grants  
CC:  
Sirene Abou-Chakra, Chief Development Officer  
Sajjiah Parker, Assistant Director, Grants

DocuSigned by:  
  
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Office of Budget



## Office of Development and Grants

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### RESOLUTION

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

**WHEREAS**, the Mayor's Office has requested authorization from City Council to submit a grant application to the Harvard Business School, for the FY 2021 Harvard Business School Leadership Fellows Program, in the amount of \$50,000.00, to attract and retain talent in the City of Detroit; and

**WHEREAS**, the Mayor's Office has \$89,000.00 available in its FY 2021 Departmental allocation in appropriation 00870, for the City match requirement for the FY 2021 Harvard Business School Leadership Fellows Program; and

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

**THEREFORE BE IT RESOLVED**, the Mayor's Office is hereby authorized to submit a grant application to the Harvard Business School for the FY 2021 Harvard Business School Leadership Fellows Program.



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](mailto:parkersa@detroitmi.gov) and Greg Andrews, Program Analyst IV, [andrewsgr@detroitmi.gov](mailto:andrewsgr@detroitmi.gov)

<b>City Department</b>	Mayor's Office
<b>Date</b>	8/31/20
<b>Department Contact Name</b>	Hakim Berry
<b>Department Contact Phone</b>	3132242381
<b>Department Contact Email</b>	berryh@detroitmi.gov
<b>Grant Opportunity Title</b>	Harvard Business School Leadership Fellows Program
<b>Grant Opportunity Funding Agency</b>	Harvard Business School
<b>Web Link to Opportunity Information</b>	<a href="https://www.hbs.edu/socialenterprise/mba-experience/careers/Pages/leadership-fellows.aspx">https://www.hbs.edu/socialenterprise/mba-experience/careers/Pages/leadership-fellows.aspx</a>
<b>Award Amount (that Department will apply for)</b>	\$50,000
<b>Application Due Date</b>	9/9/20
<b>Anticipated Proposed Budget Amount</b>	\$139,000 (including fringe)
<b>City Match Contribution Amount</b>	\$89,000 (including fringe)
<b>Source of City Match (include Appropriation Number, Cost Center, and Object Code)</b>	<b>1000-00870-350800</b>
<b>List of programs/services/activities to be funded and the Budget for each</b> <i>Sample:</i> - ABC Afterschool program: \$150,000 - XYZ Youth leadership program: \$100,000 - Salary/Benefits: \$95,000 - Supplies: \$5,000	HBS funds 50% of the salary, the City provides the other 50% and benefits.
<b>Brief Statement of Priorities/Purpose for the Application</b> <i>Sample: To support expansion of promising youth development programs in MNO neighborhood.</i>	To attract and retain talent and leverage the experience and skills of one HBS MBA for one year.
<b>Key Performance Indicators to be Used to Measure the Programs/Services/Activities</b> <i>Sample:</i> # of kids newly enrolled in ABC and XYZ % of kids from ABC who demonstrate improved educational performance	Access (meaningful engagement with senior leaders), Impact (influence projects of key strategic importance) and Leadership (management and leadership development).

**Hakim Berry**

Director's Name (Please Print)

Director's Signature

9/2/20

Date



## DEPARTMENTAL SUBMISSION

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

FILE NUMBER: Office of the Chief Financial Officer -  
Development & Grants-0102

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**\* RE:**

Submitting reso. autho. Request to Accept and Appropriate FY 2020 Michigan Indigent Defense Commission - Planning Grant.

**\* SUMMARY:**

Request to Accept and Appropriate FY 2020 Michigan Indigent Defense Commission - Planning Grant.

**\* RECOMMENDATION:**

**Request to Accept and Appropriate FY 2020 Michigan Indigent Defense Commission - Planning Grant.**

The Michigan Indigent Defense Commission has awarded the City of Detroit Law Department with the FY 2020 Michigan Indigent Defense Commission - Planning Grant for a total of \$237,014.62. There is no match requirement for this grant. The total project cost is \$237,014.62.

**\* DEPARTMENTAL CONTACT:**

Name: Jalesa Beck  
Position: Administrative Assistant II

**\*=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

September 8, 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 FY 2020 Michigan Indigent Defense Commission - Planning Grant**

The Michigan Indigent Defense Commission has awarded the City of Detroit Law Department with the FY 2020 Michigan Indigent Defense Commission - Planning Grant for a total of \$237,014.62. There is no match requirement for this grant. The total project cost is \$237,014.62.

The objective of the grant is to reimburse costs associated with the planning and implementation of the Michigan Indigent Defense Commission Project. The funding allotted to the department will be utilized to provide assigned counsels to defendants who cannot afford attorneys.

If approval is granted to accept and appropriate this funding, the appropriation number is 20843.

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

Sincerely,

DocuSigned by:  
  
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Katerli Bounds  
Director, Office of Development and Grants  
CC:  
Sirene Abou-Chakra, Chief Development Officer  
Sajjiah Parker, Assistant Director, Grants

DocuSigned by:  
  
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Office of Budget



## Office of Development and Grants

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### RESOLUTION

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

**WHEREAS**, the Law Department is requesting authorization to accept a grant of reimbursement from the Michigan Indigent Defense Commission, in the amount of \$237,014.62, to reimburse costs associated with the planning and implementation of the Michigan Indigent Defense Commission Project; 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 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 20843, in the amount of \$237,014.62, for the FY 2020 Michigan Indigent Defense Commission - Planning Grant.

## Gregory Andrews

---

**From:** ALICIA.MOON  
**Sent:** Monday, July 27, 2020 5:17 PM  
**To:** Gregory Andrews; Eric Raymond  
**Subject:** FW: MIDC planning grant

FYI re: approval of additional planning grant award from MIDC. Greg – is this what you need?

---

**From:** ALICIA.MOON  
**Sent:** Wednesday, June 17, 2020 3:04 PM  
**To:** Eric Raymond (raymonde@detroitmi.gov) <raymonde@detroitmi.gov>  
**Subject:** FW: MIDC planning grant

FYI – looks like the funding is coming in soon for the planning grant for MIDC.

---

**From:** Kelly McDoniel [<mailto:kmcdoniel@michiganidc.gov>]  
**Sent:** Wednesday, June 17, 2020 2:19 PM  
**To:** ALICIA.MOON <[moona909@detroitmi.gov](mailto:moona909@detroitmi.gov)>  
**Subject:** [EXTERNAL] MIDC planning grant

Alicia,  
Yesterday at the MIDC Commission meeting, the Commission approved your request for planning money spent on Dwayne and the pilot project. It typically takes around 10 business days for the funds to be sent to you. Rebecca put the request in first thing this morning, so it should be all set.  
Thank you,  
Kelly

Kelly McDoniel  
Michigan Indigent Defense Commission  
Regional Manager – Wayne County  
[mcdonielk@michigan.gov](mailto:mcdonielk@michigan.gov) – *Please note new email address!*  
(313) 319-4431

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**ATTENTION: This email was sent from an external source. Please be extra cautious when opening attachments or clicking links.**

To: Michigan Indigent Defense Commission

From: Dwayne Anderson, Contracted MIDC Project Manager, City of Detroit / 36<sup>th</sup> District Court

Date: June 1, 2020

RE: Planning Grant Request

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In November of 2019, the 36<sup>th</sup> District Court instituted a pilot program to expand indigent access to counsel in our Felony Arraignment area. Because of the unusual nature of the City of Detroit Police Department (Jailer)'s arrangement to have the DDC (MDOC) handle its prisoner population, we needed to see what methods and procedures could be worked out between these agencies. The DDC had no access for attorneys to visit with defendants and for years the court has employed video to handle the arraignment process. Also, the court used 3<sup>rd</sup> Circuit Courts Pre-trial services department to interview and ascertain bond, counsel, and other needs. That service was removed and left a void in ensuring the rights of those incarcerated. To bring about compliance with the MIDC law the court moved to implement a process to include screening and advocacy provided by contracted defense counsel. By putting the pilot in place, it also allowed us to meet, plan, and discuss issues related to bottlenecks, staffing, process flow modifications that ultimately could be scaled up for use within criminal and traffic cases. From this pilot we were able to draw information that was used to develop the grant proposal. Receipts for pilot expenses are attached, totaling \$231,882 and we request those be reimbursed through a planning grant.

If the MIDC does not approve of these expenses as a separate, planning, expense, the City of Detroit reserves the option of incorporating these expenses into our FY20 local share as costs associated with complying with Standards 1-4 within our FY 20 grant cycle.

Other planning costs include the time spent by staff and the contracted project manager, Dwayne Anderson, in researching options, gathering consensus and drafting the FY 20 grant application. The first paid invoice for this work (through February 2020) totaled \$5,132.40 and that is attached and reimbursement requested.

Additionally, Mr. Anderson has continued to act in a planning capacity, facilitating the award of the FY 20 grant after application submission, establishing implementation protocols, and drafting of FY 21 grant application. As this work is ongoing at the time of this submission, the City of Detroit intends to submit a supplemental planning grant request to cover reimbursement of these expenditures from February to present at a later date once that work has been completed and those invoices paid.

**Notice: This is not an official check or EFT notification. It may not be used as a substitute for the original document received.**

**STATE OF MICHIGAN  
REMITTANCE ADVICE**

Check/EFT No: 6300688642  
Check/EFT Date: 7/2/2020

Vendor Code: CV0047752  
Vendor Name: CITY OF DETROIT  
Alias/DBA:  
Assignee Name:  
Assignee Alias/DBA:

Document ID #: EFT 641 200000696026  
Check/EFT Amount: 237014.62  
Amount includes freight and/or is net of discount

<u>DEPARTMENT NAME</u>	<u>INVOICE DATE</u>	<u>VENDOR INV #</u>	<u>INVOICE AMOUNT</u>	<u>LINE AMOUNT</u>	<u>CHECK/EFT DESCRIPTION</u>
Licensing and Regulatory Affairs		GFR1000000000030192	237,014.62	237,014.62	City of Detroit IndigentDefense Planning Grant FY 20



## DEPARTMENTAL SUBMISSION

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

FILE NUMBER: Office of the Chief Financial Officer -  
Development & Grants-0095

---

**\* RE:**

Submitting reso. autho.

**\* SUMMARY:**

**Request to Accept and Appropriate the Southeast Michigan Resilience Fund Grant for Palmer Park.**

**\* RECOMMENDATION:**

**Request to Accept and Appropriate the Southeast Michigan Resilience Fund Grant for Palmer Park.**

The National Fish and Wildlife Foundation has awarded the City of Detroit General Services Department with the Southeast Michigan Resilience Fund Grant for a total of \$300,000.00. The funder 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.

**\* DEPARTMENTAL CONTACT:**

Name: Jalesa Beck

Position: Administrative Assistant II

**\*=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

August 3, 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 the Southeast Michigan Resilience Fund Grant for Palmer Park**

The National Fish and Wildlife Foundation has awarded the City of Detroit General Services Department with the Southeast Michigan Resilience Fund Grant for a total of \$300,000.00. The funder 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 objective of the grant is to make improvements to the Palmer Park Lake Frances area. The funding allotted to the department will be utilized to restore the aquatic habitat at Lake Frances and connect it to Witherell Woods natural area. The project will restore more than 60 acres of natural habitat, improve public access to the park and increase educational opportunities in an urban setting. This is a reimbursement grant.

If approval is granted to accept and appropriate this funding, the appropriation number is 20818, with the match amount coming from appropriation number 21001.

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

Sincerely,

DocuSigned by:  
  
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Katerli Bounds  
Director, Office of Development and Grants  
CC:  
Sirene Abou-Chakra, Chief Development Officer  
Sajjiah Parker, Assistant Director, Grants

DocuSigned by:  
  
1E1A2A8BD6C84B3...

Office of Budget  
DocuSigned by:  
  
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Agreement Approved as to Form  
By the Law Department



## Office of Development and Grants

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### RESOLUTION

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

**WHEREAS**, the General Services Department is requesting authorization to accept a grant of reimbursement from the National Fish and Wildlife Foundation, in the amount of \$300,000.00, to make improvements to the Palmer Park Lake Frances area; 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 20818, in the amount of \$600,000.00, which includes a cash match coming from Appropriation 21001, for the Southeast Michigan Resilience Fund Grant.

	<b>NATIONAL FISH AND WILDLIFE FOUNDATION GRANT AGREEMENT</b>	<b>1. NFWF PROPOSAL ID:</b> 67183		<b>2. NFWF GRANT ID:</b> 2008.20.067183	
		<b>3. UNIQUE ENTITY IDENTIFIER (DUNS #)</b>  006530661		<b>4. INDIRECT COST RATE (REFERENCE LINE 17 for RATE TERMS)</b> N/A	
<b>5. SUBRECIPIENT TYPE</b> State or Local Government		<b>6. NFWF SUBRECIPIENT</b> City of Detroit			
<b>7. NFWF SUBRECIPIENT CONTACT</b>		<b>8. NFWF GRANTS ADMINISTRATOR/NFWF CONTACT INFORMATION</b>			
Karen Brown City of Detroit 2 Woodward Ave, Suite 1126 Detroit, MI 48226 Tel: 313-657-1777 <a href="mailto:brownka@detroitmi.gov">brownka@detroitmi.gov</a>		Carley Carter National Fish and Wildlife Foundation 1133 15 <sup>th</sup> Street, N.W. Suite 1000 Washington, D.C. 20005 Tel: 202-857-0166 Fax: 202-857-0162 <a href="mailto:Carley.Carter@nfwf.org">Carley.Carter@nfwf.org</a>			
<b>9. PROJECT TITLE</b> Restoring and Improving Habitat Connectivity in Historic Palmer Park (MI)					
<b>10. PROJECT DESCRIPTION</b> Restore the aquatic habitat at Lake Frances in Detroit's Historic Palmer Park and connect it to Witherell Woods natural area. Project will restore more than 60 acres of habitat benefitting over 100 species of flora and fauna, improve public access and increase educational opportunities in unique natural areas rarely found in an urban setting.					
<b>11. PERIOD OF PERFORMANCE</b> July 1, 2020 to June 30, 2022		<b>12. TOTAL AWARD TO SUBRECIPIENT</b> \$300,000		<b>13. TOTAL FED. FUNDS</b> N/A	<b>14. TOTAL NON-FED. FUNDS</b> \$300,000
<b>15. FEDERAL MATCH REQUIREMENT</b> N/A			<b>16. NON-FEDERAL MATCH REQUIREMENT</b> \$300,000		
<b>17. SUBRECIPIENT INDIRECT COST RATE TERMS</b>  The rate specified in Line 4 reflects that the Subrecipient has elected not to claim an indirect cost rate and that this election shall apply throughout the project's period of performance.					
<b>18. TABLE OF CONTENTS</b>					
<b>SEC.</b>	<b>DESCRIPTION</b>				
1	NFWF Agreement Administration				
2	NFWF Agreement Clauses				
3	Representations, Certifications, and Other Statements – General				
4	Representations, Certifications, and Other Statements Relating to Federal Funds- General				
5	Representations, Certifications, and Other Statements Relating to Federal Funds – Funding Source Specific				
6	Other Representations, Certifications, Statements and Clauses				

**19. FUNDING SOURCE INFORMATION/FEDERAL AND NON-FEDERAL**

<b>A. FUNDING SOURCE (FS)</b>	<b>B. NFWF FS ID</b>	<b>C. FS AWARD DATE TO NFWF</b>	<b>D. FAIN</b>	<b>E. TOT FED. AWARD TO NFWF</b>	<b>F. TOT OBLG. TO SUBRECIPIENT</b>	<b>G. CFDA</b>
Erb Family Foundation	TR.A327	N/A	N/A	N/A	\$68,000	N/A
Ralph C. Wilson, Jr. Foundation	TR.A332	N/A	N/A	N/A	\$187,757.18	N/A
Kresge Foundation	TR.A340	N/A	N/A	N/A	\$44,242.82	N/A

**20. NOTICE OF AWARD**

The National Fish and Wildlife Foundation (NFWF) agrees to provide the NFWF Award to the NFWF Subrecipient for the purpose of satisfactorily performing the Project described in a full proposal as identified on line 1 and incorporated into this Grant Agreement by reference. The NFWF Award is provided on the condition that the NFWF Subrecipient agrees that it will raise and spend at least the amount listed on lines 15 and 16 in matching contributions on the Project, as applicable. The Project must be completed, with all NFWF funds and matching contributions spent, during the Period of Performance as set forth above. All items designated on the Cover Page and the Table of Contents are incorporated into this Grant Agreement by reference herein. NFWF Subrecipient agrees to abide by all statutory or regulatory requirements, or obligations otherwise required by law, required of a subrecipient of Federal grant or cooperative agreement funds. Subrecipient is obligated to notify NFWF if any of the information on the Cover Page changes in any way, whether material or immaterial.

<b>A. NAME AND TITLE OF AUTHORIZED SUBRECIPIENT SIGNER (Type or Print)</b>		<b>D. NAME AND TITLE OF NFWF AWARDOFFICIAL</b> Holly A. Bamford, Ph.D., Chief Conservation Officer	
<b>B. SUBRECIPIENT BY</b>	<b>C. DATE</b>	<b>E. NATIONAL FISH AND WILDLIFE FOUNDATION BY</b>	<b>F. DATE</b>

See Reporting Schedule on the following page.

<b>21. REPORTING DUE DATES/SUBRECIPIENT REPORTING SCHEDULE</b>
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<b>Due Date</b>	<b>Task</b>
October 31, 2020	Annual Financial Report
July 1, 2021	Interim Programmatic Report
October 31, 2021	Annual Financial Report
September 30, 2022	Final Financial Report
September 30, 2022	Final Programmatic Report



## SECTION 1 AGREEMENT ADMINISTRATION

### 1.1. Project Description/Purpose of Grant.

Restore the aquatic habitat at Lake Frances in Detroit's Historic Palmer Park and connect it to Witherell Woods natural area. Project will restore more than 60 acres of habitat benefitting over 100 species of flora and fauna, improve public access and increase educational opportunities in unique natural areas rarely found in an urban setting.

### 1.2. Amendments.

During the life of the Project, the NFWF Subrecipient is required to inform the NFWF Grants Administrator of any changes in contact information or in the Project scope of work, as well as any difficulties in completing the performance goals articulated by the Project description immediately. If the NFWF Subrecipient determines that the amount of the budget is going to change in any one budget category by an amount that exceeds 10% of the Award, the NFWF Subrecipient must seek prior written approval from the Grants Administrator. NFWF Subrecipients must seek an amendment request upon determination of a deviation from the original Grant Agreement as soon as such deviation is detected. However, NFWF may initiate the amendment if NFWF determines an amendment is necessary at any time. Amendment requests are to be submitted via NFWF's Easygrants system.

### 1.3. Matching Contributions.

Matching Contributions consist of cash, contributed goods and services, volunteer hours, and/or property raised and spent for the Project. Matching Contributions for the purposes of this Project must meet the following criteria: (1) Are verifiable from the NFWF Subrecipient's records; (2) Are not included as contributions for any other Federal award; (3) Are necessary and reasonable for the accomplishment of project or program objectives; (4) Are allowable under OMB Cost Principles; (5) Are not paid by the U.S. Government under another Federal award except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs when authorized by Federal statute; (6) Are provided for in the approved budget when required by the Federal awarding agency; (7) Are committed directly to the project and must be used within the period of performance as identified in this Grant Agreement; (8) Otherwise conform to the law; and, (9) Are in compliance with the requirements of Section 2 of this Grant Agreement concerning Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Trafficking in Persons Statutes and Other Restrictions.

**1.3.1. Documentation and Reporting of Matching Contributions.** The NFWF Subrecipient must retain detailed time records for contributed services and original receipts and appraisals of real property and comparable rentals for other contributed property at its place of business in the event of an audit of the NFWF Subrecipient as required by applicable Federal regulations.

**1.3.2. Cash, Goods and Services, and/or Property.** The NFWF Subrecipient must report to NFWF as a part of the Final Report, the Matching Contributions received by the NFWF Subrecipient and expended in connection with the Project. Fair market value of donated goods and services, including volunteer hours, shall be computed as outlined in §200.306 of 2 CFR Subtitle A, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, (hereinafter “OMB Uniform Guidance”), regardless of whether this Grant Agreement is federally funded.

**1.3.3. Property.** The NFWF Subrecipient may have a third party donor submit a letter to NFWF, documenting the fair market value and date of a Matching Contribution and stating that the donation is non-Federal, voluntary, and intended to qualify as a Matching Contribution. A letter provided to document a donation of real property must be accompanied by an appraisal by a certified appraiser; a letter provided to document rental of equipment or space must list three comparable rentals in the location of the Project.

#### **1.4. Payment of Funds.**

To be eligible to receive funds, NFWF Subrecipient must (1) return to NFWF an original executed copy of the grant agreement for the Project; (2) submit any due financial and programmatic reports; and (3) submit a complete and accurate payment request. NFWF Subrecipient may request funds by submitting a Payment Request via Easygrants. NFWF Subrecipient may request advance payment of funds prior to expenditure provided that (1) NFWF Subrecipient demonstrates an immediate need for advance payment; and (2) NFWF Subrecipient documents expenditure of advanced funds on the next payment request and/or required financial report to NFWF. Approval of any advance payment of funds is made at the sole discretion of NFWF, based on an assessment of the NFWF Subrecipient's needs. In all other cases, funds are disbursed on a reimbursable basis. NFWF reserves the right to retain up to ten percent (10%) of funds until submission and acceptance of the final reports.

#### **1.5. Reports.**

##### **1.5.1 Interim Programmatic and Financial Reports.**

The NFWF Subrecipient will submit interim programmatic and financial reports to NFWF based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement. The interim programmatic report shall consist of written statements of Project accomplishments since Project initiation, or since the last reporting period, and shall be uploaded via NFWF's Easygrants system. The interim financial report shall consist of financial information detailing cumulative receipts and expenditures made under this Project since Project initiation, and shall be uploaded via NFWF's Easygrants system.

##### **1.5.2. Annual Financial Report.**

An annual financial report detailing cumulative receipts and expenditures made under this Project is required annually, due on October 31st of each year of the grant term. In the annual financial report, the NFWF Subrecipient must report the amount of NFWF Funds expended during NFWF's fiscal year (October 1 – September 30). The NFWF Subrecipient must enter a justification when there is a difference between the amount disbursed by NFWF and the amount expended by the grantee. Failure to submit an annual financial report in a timely manner will delay payment of submitted payment requests.

### **1.5.3. Final Reports.**

No later than 90 days after the completion of the Project, the NFWF Subrecipient will submit (1) a Final Financial Report accounting for all Project receipts, Project expenditures, and budget variances (if any) compared to the approved budget; (2) a Final Programmatic Report summarizing and evaluating the accomplishments achieved during the Period of Performance; (3) copies of any publications, press releases and other appropriate products resulting from the Project; and (4) Photographs as described in Section 1.5.3.1 below. The final reports and digital photo files should be uploaded via NFWF's Easygrants system. Any requests for extensions of the final reports submission date must be made in writing to the NFWF Grants Administrator and approved by NFWF in advance.

#### **1.5.3.1. Photographs.**

Together with the Final Programmatic Report NFWF Subrecipient will submit a representative number (minimum of 5) of high-resolution (minimum 300 dpi) photographs depicting the Project. Photographs should be uploaded via NFWF's Easygrants system as individual .jpg files. NFWF requests, as appropriate for the Project, before-and-after images of the Project, images of species impacted by the Project, and images of staff/volunteers working on the Project. In the Final Programmatic Report narrative include for each submitted photograph the date the photograph was taken, the location of the photographed image, caption, photo credit, and any other pertinent information. By uploading photographs to NFWF's Easygrants system the NFWF Subrecipient certifies that the photographs are unencumbered and may be used by NFWF and Project Funders as part of or separately from the permissions pertaining to the use of posting of Final Reports in Section 2.

### **1.5.4 Significant Developments.**

The NFWF Subrecipient shall report on events that may occur between the scheduled performance reporting dates that have a significant impact on the Project. Such reporting shall be made as soon as the following conditions become known:

**1.5.4.1** Problems, delays, or adverse conditions which will materially impair the ability to meet the Project objective. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the matter; and,

**1.5.4.2** Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

### **1.5.5. Certification and Representation.**

For each report in this section, except for 1.5.4, NFWF Subrecipient shall include the appropriate certification and representation pursuant to section 4.8.

## **1.6. Access to Records.**

NFWF Subrecipient shall maintain all records connected with this Agreement for a period of at least three (3) years following the date of final payment or the close-out of all pending matters or audits

related to this Agreement, whichever is later. NFWF or any of its authorized representatives shall have access to such records and financial statements upon request, as shall Inspectors General, the Comptroller General of the United States or any of their authorized representatives if the Funding Source or any funding entity (*i.e.*, a secondary funding source) is a federal agency and/or any portion of the Project provided herein is paid with federal funds. NFWF Subrecipient must maintain records that demonstrate its compliance with federal statutory and regulatory requirements and that it is meeting the subaward project goals. Records for real property and equipment acquired with federal funds must be retained for at least three (3) years following disposition.

## **SECTION 2 NFWF AGREEMENT CLAUSES**

### **2.1. Restrictions on Use of Funds.**

The NFWF Subrecipient agrees that any funds provided by NFWF and all Matching Contributions will be expended only for the purposes and programs described in this Grant Agreement. No funds provided by NFWF pursuant to this Grant Agreement or Matching Contributions may be used to support litigation expenses, lobbying activities, or any other activities not authorized under this Grant Agreement or allowable under the Federal Cost Principles set forth in the OMB Uniform Guidance.

### **2.2. Assignment.**

The NFWF Subrecipient may not assign this Grant Agreement, in whole or in part, to any other individual or other legal entity without the prior written approval of NFWF.

### **2.3. Subawards and Contracts.**

When making subawards or contracting, NFWF Subrecipient (1) shall abide by all required granting and contracting procedures, including but not limited to those requirements of the OMB Uniform Guidance; (2) shall ensure that all applicable federal, state and local requirements are properly flowed down to the subawardee or contractor, including but not limited to the provisions of the OMB Uniform Guidance; and (3) shall ensure that such subaward or contracting complies with the requirements in Section 2.9.2 of this Grant Agreement concerning Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Trafficking in Persons Statutes and Other Restrictions. NFWF Subrecipient shall also include in any subaward or contract a similar provision to this, requiring the use of proper grant and contracting procedures and subsequent flow down of federal, state and local requirements to lower-tiered subawardees and contractors.

### **2.4. Unexpended Funds.**

Any funds provided by NFWF and held by the NFWF Subrecipient and not expended at the end of the Period of Performance will be returned to NFWF within ninety (90) days after the end of the Period of Performance.

### **2.5. Publicity and Acknowledgement of Support.**

The NFWF Subrecipient gives NFWF the right and authority to publicize NFWF's financial support for this Grant Agreement and the Project in press releases, publications and other public communications. NFWF Subrecipient agrees to: (i) give appropriate credit to NFWF and any Funding Sources identified in this Grant Agreement for their financial support in any and all press releases, publications, annual reports, signage, video credits, dedications, and other public communications regarding this Grant Agreement or any of the project deliverables associated with this Grant Agreement, subject to any terms and conditions as may be stated in Section 5 and Section 6 of this Agreement; and (ii) include the disclaimer provided for herein. The NFWF Subrecipient must obtain prior NFWF approval for the use relating to this Award of the NFWF logo or the logo of any Funding Source.

#### **2.5.1. Disclaimers.**

Payments made to the NFWF Subrecipient under this Grant Agreement do not by direct reference or implication convey NFWF's endorsement nor the endorsement by any other

entity that provides funds to the NFWF Subrecipient through this Grant Agreement, including the U.S. Government, as applicable, for the Project. All information submitted for publication or other public releases of information regarding this Grant Agreement shall carry the following disclaimer:

**For Projects funded in whole or part with Federal funds:** "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government or the National Fish and Wildlife Foundation and its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government, or the National Fish and Wildlife Foundation or its funding sources."

**For Projects not funded with Federal funds:** "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions of the National Fish and Wildlife Foundation or its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the National Fish and Wildlife Foundation or its funding sources."

## **2.6. Posting of Final Reports.**

The NFWF Subrecipient hereby acknowledges its consent for NFWF and any Funding Source identified in this Grant Agreement to post its final reports on their respective websites. In the event that the NFWF Subrecipient intends to claim that its final report contains material that does not have to be posted on such websites because it is protected from disclosure by statutory or regulatory provisions, the NFWF Subrecipient shall so notify NFWF and any Funding Source identified in this Grant Agreement and clearly mark all such potentially protected materials as "PROTECTED," providing an accurate and complete citation to the statutory or regulatory source for such protection.

## **2.7. Website Links.**

The NFWF Subrecipient agrees to permit NFWF to post a link on any or all of NFWF's websites to any websites created by the NFWF Subrecipient in connection with the Project.

## **2.8. Evaluation.**

The NFWF Subrecipient agrees to cooperate with NFWF by providing timely responses to all reasonable requests for information to assist in evaluating the accomplishments of the Project for a period of five (5) years after the project end date, unless if any litigation, claim, or audit is started (irrespective of the NFWF Subrecipient's involvement in such matter) before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings or pending matters involving the records have been resolved and final action taken. NFWF shall notify NFWF Subrecipient if any such litigation, claim or audit takes place so as to extend the retention period.

## **2.9. Compliance with Laws.**

**2.9.1 In General.** The NFWF Subrecipient agrees to conduct all such activities in compliance with all applicable Federal, State, and local laws, regulations, and ordinances and to secure all appropriate necessary public or private permits and consents. The terms of this provision will survive termination of this Grant Agreement and must be flowed down to any and all contractors, subcontractors or subrecipients entered into by NFWF Subrecipient in the performance of this Grant Agreement.

## **2.9.2. Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Other Restrictions.**

**2.9.2.1.** The NFWF Subrecipient shall ensure that no payments have been or will be made or received by the NFWF Subrecipient in connection with this Agreement in violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. §dd-1 *et seq.*), the UK Bribery Act 2010, or any other applicable anti-corruption laws or regulations in the countries in which the NFWF Subrecipient performs under this Grant Agreement.

**2.9.2.2.** The NFWF Subrecipient shall not provide material support or resources directly or indirectly to, or knowingly permit any funds provided by NFWF pursuant to this Grant Agreement or Matching Contributions to be transferred to, any individual, corporation or other entity that the NFWF Subrecipient knows, or has reason to know, commits, attempts to commit, advocates, facilitates, or participates in any terrorist activity, or has committed, attempted to commit, advocated, facilitated or participated in any terrorist activity, including, but not limited to, the individuals and entities (1) on the master list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control, which list is available at [www.treas.gov/offices/enforcement/ofac](http://www.treas.gov/offices/enforcement/ofac); (2) on the consolidated list of individuals and entities maintained by the "1267 Committee" of the United Nations Security Council at [http://www.un.org/sc/committees/1267/aq\\_sanctions\\_list.shtml](http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml); (3) on the consolidated list maintained by the U.S. Department of Commerce at [http://export.gov/ecr/eg\\_main\\_023148.asp](http://export.gov/ecr/eg_main_023148.asp), or (4) on such other list as NFWF may identify from time to time.

**2.9.2.3.** The NFWF Subrecipient shall ensure that its activities under this Grant Agreement comply with all applicable U.S. laws, regulations and executive orders regarding money laundering, terrorist financing, U.S. sanctions laws, U.S. export controls, restrictive trade practices, boycotts, and all other economic sanctions or trade restrictions promulgated from time to time by means of statute, executive order, regulation or as administered by the U.S. Department of State, the Office of Foreign Assets Control, U.S. Department of the Treasury, or the Bureau of Industry and Security, U.S. Department of Commerce.

## **2.10. Arbitration.**

All claims, disputes, and other matters in question arising out of, or relating to this Grant Agreement, its interpretation or breach, shall be decided through arbitration by a person or persons mutually acceptable to both NFWF and the NFWF Subrecipient. Notice of the demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. The award rendered by the arbitrator or arbitrators shall be final. The terms of this provision will survive termination of this Grant Agreement.

## **2.11. Indemnity.**

The NFWF Subrecipient shall indemnify and hold harmless NFWF, any Funding Source identified in this Grant Agreement, their respective officers, directors, agents, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and expenses including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions or liabilities arising from or in connection with the Project. The terms of this provision will survive termination of this Grant Agreement.

## **2.12. Insurance.**

The NFWF Subrecipient agrees to obtain and maintain all appropriate and/or required insurance coverages against liability for injury to persons or property from any and all activities undertaken by the NFWF Subrecipient and associated with this grant agreement in any way. NFWF reserves the right to require additional insurance limits and policies based on specific activities under this Grant Agreement, that NFWF be named insured on all applicable insurance policies, and that the NFWF Subrecipient provide a certificate of insurance and/or copies of applicable insurance policies as requested by NFWF. The terms of this provision will survive termination of this Grant Agreement.

## **2.13. Choice of Law/Jurisdiction.**

This Grant Agreement shall be subject to and interpreted by the laws of the District of Columbia, without regard to choice of law principles. By entering into this Grant Agreement, the NFWF Subrecipient agrees to submit to the jurisdiction of the courts of the District of Columbia. The terms of this provision will survive termination of this Grant Agreement.

## **2.14. Termination.**

**2.14.1.** Upon the occurrence of any of the following enumerated circumstances, NFWF may terminate this Grant Agreement, or any portion thereunder, for default effective upon receipt by the NFWF Subrecipient of NFWF's written notice of termination, or as otherwise specified in the notice of termination:

**2.14.1.1.** The NFWF Subrecipient is adjudged or becomes bankrupt or insolvent, is unable to pay its debts as they become due, or makes an assignment for the benefit of its creditors; or,

**2.14.1.2.** The NFWF Subrecipient voluntarily or involuntarily undertakes to dissolve or wind up its affairs; or,

**2.14.1.3.** In the event of suspension or debarment by the Government of the NFWF Subrecipient; or,

**2.14.1.4.** In the event of any breach of the requirements set forth in Section 2 of this Grant Agreement concerning Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Trafficking in Persons Statutes and Other Restrictions; or,

**2.14.1.5.** In the event NFWF learns that NFWF Subrecipient has an organizational conflict of interest, or any other conflict of interest, as determined in the sole discretion of NFWF, that NFWF believes cannot be mitigated; or,

**2.14.1.6.** After written notice and a reasonable opportunity to cure the perceived non-compliance with any material term of this Grant Agreement. The cure period shall be considered the timeframe specified by the Government, if any, minus one (1) to five (5) days or as agreed upon by the Parties in writing, or if no time is specified by the Government, ten (10) days or as otherwise agreed upon by the Parties. Within this time period the NFWF Subrecipient shall, as determined by NFWF, (a) satisfactorily demonstrate its compliance with the term(s) originally believed to be in non-compliance; or (b) NFWF, at its sole discretion, may determine that NFWF Subrecipient has satisfactorily demonstrated that reasonable progress has been made so as not to endanger performance under this Grant Agreement.

**2.14.2.** Either Party may terminate this Grant Agreement by written notice to the other Party for any reason by providing thirty (30) days' prior written notice to the other Party. NFWF shall have the right to terminate this Agreement in whole or in part at any time, if the Funding Source issues an early termination under the funding agreement(s) covering all or part of the Project at issue hereunder.

**2.14.3.** In the event of termination of this Grant Agreement prior to Project completion, the NFWF Subrecipient shall immediately (unless otherwise directed by NFWF in its notice if NFWF initiated the termination) undertake all reasonable steps to wind down the Project cooperatively with NFWF, including but not limited to the following:

**2.14.3.1.** Stop any portion of the Project's work that is incomplete (unless work to be completed and a different date for termination of work are specified in NFWF's notice).

**2.14.3.2.** Place no further work orders or enter into any further subawards or contracts for materials, services or facilities, except as necessary to complete work as specified in NFWF's notice.

**2.14.3.3.** Terminate all pending Project work orders, subawards, and contracts for work that has not yet commenced.

**2.14.3.4.** With the prior written consent of NFWF, promptly take all other reasonable and feasible steps to minimize and/or mitigate any damages that may be caused by the failure to complete the Project, including but not limited to reasonable settlements of any outstanding claims arising out of termination of Project work orders, subawards, and contracts.

**2.14.3.5.** Deliver or make available to NFWF all data, drawings, specifications, reports, estimates, summaries, and such other information and material as may have been accumulated by the NFWF Subrecipient under this Grant Agreement, whether completed or in progress.

**2.14.3.6.** Return to NFWF any unobligated portion of the Award.

**2.15. Entire Agreement.**

These terms and conditions, including the Attachments hereto, constitute the entire agreement between the Parties relating to the Project described herein and supersede all previous communications, representations, or agreements, either oral or written, with respect to the subject matter hereof. No representations or statements of any kind made by any representative of a Party, which are not stated herein, shall be binding on said Party.

**2.16. Severability.**

Each provision of this Grant Agreement is distinct and severable from the others. If one or more provisions is or becomes invalid, unlawful, or unenforceable in whole or in part, the validity, lawfulness and enforceability of the remaining provisions (and of the same provision to the extent enforceable) will not be impaired, and the Parties agree to substitute a provision as similar to the offending provision as possible without its being invalid, unlawful or unenforceable.

**2.17. Interpretation and Construction.**

**2.17.1.** This Grant Agreement shall be interpreted as a unified contractual document with the Sections and the Attachments having equal effect, except in the event of any inconsistency between them. In the event of a conflict between any portion of this Grant Agreement and another portion of this Grant Agreement, first the Sections will apply, then any supplemental attachments.

**2.17.2.** The title designations of the provisions to this Grant Agreement are for convenience only and shall not affect the interpretation or construction of this Grant Agreement.

**2.17.3.** Every right or remedy conferred by this Grant Agreement upon or reserved to the Parties shall be cumulative and shall be in addition to every right or remedy now or hereafter existing at law or in equity, and the pursuit of any right or remedy shall not be construed a selection.

**2.17.4.** The failure of NFWF to exercise any right or privilege granted hereunder or to insist upon the performance and/or compliance of any provision of this Grant Agreement, a referenced contractual, statutory or regulatory term, or an Attachment hereto, shall not be construed as waiving any such right, privilege, or performance/compliance issue, and the same shall continue in full force and effect.

**2.17.5.** Notwithstanding any express statements regarding the continuation of an obligation beyond the expiration or termination of this Grant Agreement, the rights and obligations of this Grant Agreement which by their nature extend beyond its expiration or termination shall remain in full force and effect and shall bind the Parties and their legal representatives, successors, heirs, and assigns.

## **SECTION 3 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS GENERAL**

### **3.1. Binding Obligation.**

By execution of this Grant Agreement, NFWF Subrecipient represents and certifies that this Grant Agreement has been duly executed by a representative of the NFWF Subrecipient with full authority to execute this Grant Agreement and binds the NFWF Subrecipient to the terms hereof. After execution by the representative of the NFWF Subrecipient named on the signature page hereto, this Grant Agreement represents the legal, valid, and binding obligation of the NFWF Subrecipient, enforceable against the NFWF Subrecipient in accordance with its terms.

### **3.2. Additional Support.**

In making this Award, NFWF assumes no obligation to provide further funding or support to the NFWF Subrecipient beyond the terms stated in this Grant Agreement.

### **3.3. Compliance with Laws.**

By execution of this Grant Agreement and through its continued performance hereunder, the NFWF Subrecipient represents and certifies that it is conducting all such activities in compliance with all applicable Federal, State, and local laws, regulations, and ordinances and to secure all appropriate necessary public or private permits and consents.

### **3.4. Conflicts of Interest.**

By execution of this Grant Agreement, NFWF Subrecipient acknowledges that it is prohibited from using any Project funds received under this Grant Agreement in a manner which may give rise to an apparent or actual conflict of interest, including organizational conflicts of interest, on the part of the NFWF Subrecipient. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of NFWF Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. An organizational conflict of interest is defined as a relationship that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The NFWF Subrecipient represents and certifies that it has adopted a conflict of interest policy that, at a minimum, complies with the requirements of the OMB Uniform Guidance, and will comply with such policy in the use of any Project funds received under this Agreement. NFWF Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of NFWF Subrecipient. If NFWF Subrecipient becomes aware of any actual or potential conflict of interest or organizational conflict of interest, during the course of performance of this Grant Agreement, NFWF subrecipient will immediately notify NFWF in writing of such actual or potential conflict of interest, whether organizational or otherwise.

## **SECTION 4 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS**

**4.1.** If the Funding Source or any funding entity (*i.e.*, a secondary funding source) is a federal agency and/or any portion of the Project provided herein is paid with federal funds, the NFWF Subrecipient must read and understand certain applicable Federal regulations, including but not limited to, the following in Sections 4 and 5 of this Agreement as set forth herein.

If the NFWF Subrecipient is a Non-Profit Organization, Institution of Higher Education, State, Local or Tribal Government, it will need to understand and comply with the OMB Uniform Guidance (including related Supplements as may be applicable to a specific federal funding source(s), and Appendices as may be applicable), in addition to other applicable Federal regulations.

If NFWF Subrecipient subawards any portion of the Project under this Agreement to a third-party, NFWF Subrecipient shall, at a minimum, flow down those requirements and provisions required to be flowed down pursuant to the applicable regulations set forth above.

### **4.2. A-133 and 2 CFR § 200 Subpart F Audits.**

It is the responsibility of subrecipients that are Non-Profit Organizations, State, Local or Tribal Governments to arrange for the conduct of audits as required by either OMB Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" or 2 CFR Part 200, Subpart F – Audit Requirements, whichever is applicable.

### **4.3. Interest.**

Any interest earned in any one year on Federal funds advanced to the NFWF Subrecipient that exceeds \$500 must be reported to NFWF, and the disposition of those funds negotiated with NFWF. Interest amounts up to \$500 per year may be retained by the Subrecipient for administrative expense.

### **4.4. Subrecipient Debarment and Suspensions.**

Unless NFWF Subrecipient has submitted a written justification fourteen (14) days prior to execution of this Grant Agreement, stating the reason that this term does not apply, which has been expressly accepted and approved by NFWF prior to execution, by and through NFWF Subrecipient's execution of this Grant Agreement, NFWF Subrecipient warrants and represents its initial and continued compliance that it is not listed on the General Services Administration's, government-wide System for Award Management Exclusions (SAM Exclusions), in accordance with the OMB guidelines at 2 C.F.R Part 180 that implement E.O.s 12549 (3 C.F.R., 1986 Comp., p. 189) and 12689 (3 C.F.R., 1989 Comp., p. 235), "Debarment and Suspension." The NFWF Subrecipient further provides that it shall not enter into any subaward, contract or other agreement using funds provided by NFWF with any party listed on the SAM Exclusions in accordance with Executive Orders 12549 and 12689. The SAM Exclusions can be found at <https://www.sam.gov/portal/public/SAM/>.

### **4.5. Mandatory Disclosure.**

NFWF Subrecipient must disclose, in a timely manner, in writing to NFWF all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in this Grant

Agreement, including termination, and any remedies provided under law, including suspension or debarment by cognizant federal authorities.

#### 4.6. Trafficking in Persons.

Pursuant to section 106(a) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)) (codified at 2 C.F.R. Part 175), NFWF Subrecipient shall comply with the below provisions. Further, NFWF Subrecipient shall flow down these provisions in all subawards and contracts, including a requirement that Subrecipients similarly flow down these provisions in all lower-tiered subawards and subcontracts. The provision is cited herein:

##### I. Trafficking in persons.

- a. *Provisions applicable to a recipient that is a private entity.*
  1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
    - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
    - ii. Procure a commercial sex act during the period of time that the award is in effect; or
    - iii. Use forced labor in the performance of the award or subawards under the award.
  2. We as the Federal awarding agency's pass-through entity may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
    - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
    - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
      - A. Associated with performance under this award; or
      - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),".
- b. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency's pass-through entity may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity-
  1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
  2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
    - i. Associated with performance under this award; or
    - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),".
- c. *Provisions applicable to any recipient.*

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
  2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
    - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
  3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d. *Definitions.* For purposes of this award term:
1. “Employee” means either:
    - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
    - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  3. “Private entity”:
    - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
    - ii. Includes:
      - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
      - B. A for-profit organization.
  4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

#### **4.7. Subrecipient Monitoring Requirements.**

NFWF Subrecipients receiving federal funds understand that NFWF may require NFWF Subrecipient to take corrective action measures in response to a deficiency brought to NFWF and NFWF Subrecipient’s attention during the course of an audit.

#### **4.8. Certification and Representation.**

NFWF Subrecipient must submit those certifications and representations required by Federal statutes, or regulations to NFWF on an annual basis. Submission may be required more frequently if the NFWF Subrecipient entity fails to meet a requirement of a Federal award.

Programmatic and financial reports or payment requests under a Federal award must be submitted by a representative of the NFWF Subrecipient who has the NFWF Subrecipient’s full authority to render such reports and requests for payment and certify to the following at time of submission:

By signing this [report] [payment request], I certify to the best of my knowledge and belief that the [report] [payment request] is true, complete, and accurate. [The expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Grant Agreement.]. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

**4.9. 41 United States Code (U.S.C.) 4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection:**

(a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712.

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and contracts over the simplified acquisition threshold related to this award.

**4.10. 41 USC §6306, Prohibition on Members of Congress Making Contracts with Federal Government.**

No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit.

**4.11. Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving.**

(Sub)Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the order.

**4.12. 43 CFR §18 New Restrictions on Lobbying.**

The NFWF Subrecipient agrees to comply with 43 CFR 18, New Restrictions on Lobbying, including the following certification:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the NFWF Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

(c) The NFWF Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**SECTION 5 REPRESENTATIONS, CERTIFICATIONS, AND OTHER  
STATEMENTS RELATING TO FEDERAL FUNDS – FUNDING SOURCE  
SPECIFIC**

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## **SECTION 6 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO NON-FEDERAL FUNDS – FUNDING SOURCE SPECIFIC**

### TR.A332

#### **Publicity – Ralph C. Wilson, Jr. Foundation.**

The NFWF Subrecipient shall obtain advanced written approval of the text of any written public statement, press release, or other announcement or recognition that references the Ralph C. Wilson, Jr. Foundation.

### TR.A340

#### **Intellectual Property.**

The Kresge Foundation is committed to providing public access to any materials generated with Kresge support. Unless otherwise mutually agreed in writing, the NFWF Subrecipient will own the resulting intellectual property and will not take any actions that limit free public access to those materials. If applicable, the NFWF Subrecipient hereby grants Kresge and NFWF license to exercise all copyrights with respect to all work products created and data generated under this award in all media known and later developed. This license is non-exclusive, royalty-free, paid up, worldwide, perpetual, irrevocable, sublicensable, and transferable.



## DEPARTMENTAL SUBMISSION

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

FILE NUMBER: Office of the Chief Financial Officer -  
Development & Grants-0100

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**\* RE:**

Submitting reso. autho.

**\* SUMMARY:**

Authorization to submit a grant application to the Michigan State Historic Preservation Office, for the FY 2021 Certified Local Government (CLG) Program Grant.

**\* RECOMMENDATION:**

Authorization to submit a grant application to the Michigan State Historic Preservation Office, for the FY 2021 Certified Local Government (CLG) Program Grant. The Historic Designation Advisory Board is hereby requesting authorization from Detroit City Council to submit a grant application to the Michigan State Historic Preservation Office, for the FY 2021 Certified Local Government (CLG) Program Grant. The amount being sought is \$80,000.00. There is no City match requirement. The total project cost is \$80,000.00.

**\* DEPARTMENTAL CONTACT:**

Name: Jalesa Beck  
Position: Administrative Assistant II

**\*=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

September 10, 2020

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 Michigan State Historic Preservation Office, for the FY 2021 Certified Local Government (CLG) Program Grant**

The Historic Designation Advisory Board is hereby requesting authorization from Detroit City Council to submit a grant application to the Michigan State Historic Preservation Office, for the FY 2021 Certified Local Government (CLG) Program Grant. The amount being sought is \$80,000.00. There is no City match requirement. The total project cost is \$80,000.00.

The CLG Grant will enable the department to:

- Develop historic context studies of Latinx and Middle Eastern communities in Detroit.

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

Sincerely,

DocuSigned by:  
  
15E266B1EE7940C...

**Katerli Bounds**  
Director, Office of Development and Grants  
CC:  
Sirene Abou-Chakra, Chief Development Officer  
Sajjiah Parker, Assistant Director, Grants



## Office of Development and Grants

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### RESOLUTION

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

**WHEREAS**, the Historic Designation Advisory Board has requested authorization from City Council to submit a grant application to the Michigan State Historic Preservation Office, for the FY 2021 Certified Local Government (CLG) Program Grant, in the amount of \$80,000.00, to develop historic context studies of Latinx and Middle Eastern communities in Detroit; now

**THEREFORE BE IT RESOLVED**, the Historic Designation Advisory Board is hereby authorized to submit a grant application to the Michigan State Historic Preservation Office, for the FY 2021 Certified Local Government (CLG) Program Grant.



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

COLEMAN A. YOUNG MUNICIPAL CENTER  
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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, at [ParkerSa@detroitmi.gov](mailto:ParkerSa@detroitmi.gov).

<b>City Department</b>	Historic Designation Advisory Board
<b>Date</b>	9/9/2020
<b>Department Contact Name</b>	Jennifer Reinhardt
<b>Department Contact Phone</b>	224-9711
<b>Department Contact Email</b>	reinhardtj@detroitmi.gov
<b>Grant Opportunity Title</b>	Certified Local Government Grant
<b>Grant Opportunity Funding Agency</b>	Michigan State Historic Preservation Office
<b>Web Link to Opportunity Information</b>	<a href="https://www.miplace.org/historic-preservation/">https://www.miplace.org/historic-preservation/</a>
<b>Award Amount (that Department will apply for)</b>	\$80,000
<b>Application Due Date</b>	10/1/2020
<b>Anticipated Proposed Budget Amount</b>	\$80,000
<b>Match Requirement Amount</b>	N/A
<b>Source of Match (include Appropriation Number, Cost Center, and Object Code)</b>	N/A
<b>List of programs/services/activities to be funded and the Budget for each</b> <i>Sample:</i> - ABC Afterschool program: \$150,000 - XYZ Youth leadership program: \$100,000 - Salary/Benefits: \$95,000 - Supplies: \$5,000	Consultant Services - \$80,000
<b>Brief Statement of Priorities/Purpose for the Application</b> <i>Sample: To support expansion of promising youth development programs in MNO neighborhood.</i>	To develop historic context studies of Latinx and Middle Eastern communities in Detroit.
<b>Key Performance Indicators to be Used to Measure the Programs/Services/Activities</b> <i>Sample:</i> # of kids newly enrolled in ABC and XYZ % of kids from ABC who demonstrate improved educational performance	The historic contexts and survey materials will identify themes and sites in Detroit history related to Latinx and Middle Eastern communities in the late 19th and early 20th centuries.

**Janese Chapman**

Director's Name (Please Print)

Director's Signature

**9/9/20**

Date



## DEPARTMENTAL SUBMISSION

DEPARTMENT: Planning & Development

FILE NUMBER: Planning & Development-0062

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**\* RE:**

Submitting reso. autho. Property sale of 13214 Fenkell to Wayne Norris.

**\* SUMMARY:**

The City of Detroit, Planning and Development Department (“P&DD”) has received an offer from Wayne Norris (The “Purchaser”), to purchase certain City-owned real property at 13214 Fenkell (the “Property”) for the purchase price of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00).)

**\* RECOMMENDATION:**

Forward to PED Committee

**\* DEPARTMENTAL CONTACT:**

Name: Matthew Langston, Esq.

Position: Manager, Special Projects, HRD

**\*=REQUIRED**



**August 24, 2020**

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

**RE: Property Sale  
13214 Fenkell**

Honorable City Council:

The City of Detroit, Planning and Development Department (“P&DD”) has received an offer from Wayne Norris (the “Purchaser), to purchase certain City-owned real property at 13214 Fenkell (the “Property”) for the purchase price of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00).

The Property consists of a small dilapidated structure in need of significant repair, situated on approximately 2000 square feet. The Purchaser owns the adjacent rental hall at 13200 Fenkell and proposes to rehabilitate the Property into retail space. Currently, the property is within a B2 zoning district (Local Business and Residential District). Purchaser’s proposed use of the Property shall be consistent with the allowable uses for which the Property is zoned.

We request that your Honorable Body adopt the attached resolution to authorize the Director of P&DD, or his or her authorized designee to execute a quit claim deed and such other documents as may be necessary or convenient to effect a transfer of the Property by the City to Purchaser.

Respectfully submitted,

Katharine G. Trudeau  
Deputy Director

cc: Avery Peeples, Mayor’s Office

## RESOLUTION

BY COUNCIL MEMBER \_\_\_\_\_

**NOW, THEREFORE, BE IT RESOLVED**, that Detroit City Council hereby approves of the sale of certain real property at 13214 Fenkell, Detroit, MI (the “Property”), as more particularly described in the attached Exhibit A incorporated herein, to Wayne Norris (the “Purchaser”) for the purchase price of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00).

**RESOLVED**, that the Director of the Planning and Development Department, or his or her authorized designee, is authorized to execute a quit claim deed and other such documents necessary or convenient to effect transfer of the Property to the Purchaser consistent with this resolution; and be it further

**RESOLVED**, that the following Property Sales Services Fees be paid from the sale proceeds pursuant to the City’s Property Management Agreement with the Detroit Building Authority (“DBA”): 1) Ninety and 00/100 Dollars (\$90.00) shall be paid to the DBA from the sale proceeds, 2) Seventy Five and 00/100 Dollars (\$75.00) shall be paid to the DBA’s real estate brokerage firm from the sale proceeds and 3) customary closing costs up to Two Hundred and 00/100 Dollars (\$200.00) shall be paid from the sale proceeds; and be it further

**RESOLVED**, that the P&DD Director, or his or her authorized designee, is authorized to execute any required instruments to make and incorporate technical amendments or changes to the quit claim deed (including but not limited to corrections to or confirmations of legal descriptions, or timing of tender of possession of particular parcels) in the event that changes are required to correct minor inaccuracies or are required due to unforeseen circumstances or technical matters that may arise prior to the conveyance of the Property, provided that the changes do not materially alter the substance or terms of the transfer and sale; and be it finally

**RESOLVED**, that the quit claim deed will be considered confirmed when executed by the P&DD Director, or his or her authorized designee, and approved by the Corporation Counsel as to form.

(See Attached Exhibit A)

**EXHIBIT A**

LEGAL DESCRIPTION

Property situated in the City of Detroit, Wayne County, Michigan, described as follows:

N FENKELL LOT 149 GLENCRAFT SUB NO 1 L37 P69 PLATS, W C R 22/55 20 X 100

a/k/a 13214 FENKELL  
Tax Parcel ID 22011518.



## DEPARTMENTAL SUBMISSION

DEPARTMENT: Planning & Development

FILE NUMBER: Planning & Development-0063

---

**\* RE:**

Submitting reso. autho. Property sale of 15380 Schaefer to Duwayne Legett

**\* SUMMARY:**

The City of Detroit, Planning and Development Department (“P&DD”) has received an offer from Duwayne Legett (The “Purchaser”), to purchase certain City-owned real property at 15380 Schaefer (the “Property”) for the purchase price of Three Thousand Seven Hundred and 00/100 Dollars (\$3,700.00).

**\* RECOMMENDATION:**

Forward to PED Committee

**\* DEPARTMENTAL CONTACT:**

Name: Matthew Langston, Esq.

Position: Manager, Special Projects, HRD

**\*=REQUIRED**



**August 18, 2020**

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

**RE: Property Sale  
15380 Schaefer**

Honorable City Council:

The City of Detroit, Planning and Development Department (“P&DD”) has received an offer from Duwayne Legette (the “Purchaser”), to purchase certain City-owned real property at 15380 Schaefer (the “Property”) for the purchase price of Three Thousand Seven Hundred and 00/100 Dollars (\$3,700.00).

Purchaser proposes to utilize the Property as additional parking for their adjacent car wash business located at 15376 Schaefer. Currently, the Property is within a B4 zoning district (General Business District). Purchaser’s proposed use of the Property shall be consistent with the allowable uses for which the Property is zoned.

We request that your Honorable Body adopt the attached resolution to authorize the Director of P&DD, or his or her authorized designee to execute a quit claim deed and such other documents as may be necessary or convenient to effect a transfer of the Property by the City to Purchaser.

Respectfully submitted,

Katharine G. Trudeau  
Deputy Director

cc: Avery Peeples, Mayor’s Office

## RESOLUTION

BY COUNCIL MEMBER \_\_\_\_\_

**NOW, THEREFORE, BE IT RESOLVED**, that Detroit City Council hereby approves of the sale of certain real property at 15380 Schaefer, Detroit, MI (the “Property”), as more particularly described in the attached Exhibit A incorporated herein, to Duwayne Legette (the “Purchaser”) for the purchase price of Three Thousand Seven Hundred and 00/100 Dollars (\$3,700.00).

**RESOLVED**, that the Director of the Planning and Development Department, or his or her authorized designee, is authorized to execute a quit claim deed and other such documents necessary or convenient to effect transfer of the Property to the Purchaser consistent with this resolution; and be it further

**RESOLVED**, that the following Property Sales Services Fees be paid from the sale proceeds pursuant to the City’s Property Management Agreement with the Detroit Building Authority (“DBA”): 1) Two Hundred Twenty Two and 00/100 Dollars (\$222.00) shall be paid to the DBA from the sale proceeds, 2) One Eighty Five and 00/100 Dollars (\$185.00) shall be paid to the DBA’s real estate brokerage firm from the sale proceeds and 3) customary closing costs up to Two Hundred and 00/100 Dollars (\$200.00) shall be paid from the sale proceeds; and be it further

**RESOLVED**, that the P&DD Director, or his or her authorized designee, is authorized to execute any required instruments to make and incorporate technical amendments or changes to the quit claim deed (including but not limited to corrections to or confirmations of legal descriptions, or timing of tender of possession of particular parcels) in the event that changes are required to correct minor inaccuracies or are required due to unforeseen circumstances or technical matters that may arise prior to the conveyance of the Property, provided that the changes do not materially alter the substance or terms of the transfer and sale; and be it finally

**RESOLVED**, that the quit claim deed will be considered confirmed when executed by the P&DD Director, or his or her authorized designee, and approved by the Corporation Counsel as to form.

(See Attached Exhibit A)

**EXHIBIT A**

LEGAL DESCRIPTION

Property situated in the City of Detroit, Wayne County, Michigan, described as follows:

E SCHAEFER LOT 84 S 10 FT LOT 85 GLENCRAFT SUB L35 P50 PLATS, W C R 22/113 30  
X 100

a/k/a 15380 SCHAEFER  
Tax Parcel ID 22029953-4



## CITY CLERK INTAKE UNIT ITEM SUBMISSION

DEPARTMENT: Planning & Development  
FILE NUMBER: Planning & Development-0061

---

**RE:**  
Submitting reso. autho. Sale of 15766 Wyoming to Supreme Custom Plumbing & HVAC LLC

**SUMMARY:**  
The City of Detroit, Planning and Development Department (“P&DD”) has received an offer from Supreme Custom Plumbing & HVAC LLC (The “Purchaser”), to purchase certain City-owned real property at 15766 Wyoming (the “Property”) for the purchase price of Twelve Thousand and 00/100 Dollars (\$12,000.00.)

**RECOMMENDATION:**  
Forward to PED Committee



**August 24, 2020**

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

**RE: Property Sale  
15766 Wyoming Ave, Detroit MI 48238**

Honorable City Council:

The City of Detroit, Planning and Development Department (“P&DD”) has received an offer from SUPREME CUSTOM PLUMBING & HVAC LLC, a Michigan Limited Liability Company (the “Purchaser”), to purchase certain City-owned real property at 15766 Wyoming Ave (the “Property”) for the purchase price of Twelve Thousand and 00/100 Dollars (\$12,000.00).

The Purchaser, a plumbing business proposes to rehabilitate and utilize the building as office space. Currently, the property is within a B2 zoning district (Local Business and Residential District). The Purchaser’s proposed use of the Property shall be consistent with the allowable uses for which the Property is zoned.

We request that your Honorable Body adopt the attached resolution to authorize the Director of P&DD, or his or her authorized designee to execute a quit claim deed and such other documents as may be necessary or convenient to effect a transfer of the Property by the City to the Purchaser.

Respectfully submitted,

Katharine G. Trudeau  
Deputy Director

cc: Avery Peeples, Mayor’s Office

## RESOLUTION

BY COUNCIL MEMBER \_\_\_\_\_

**NOW, THEREFORE, BE IT RESOLVED**, that Detroit City Council hereby approves of the sale of certain real property at 15766 Wyoming, Detroit, MI (the “Property”), as more particularly described in the attached Exhibit A incorporated herein, to SUPREME CUSTOM PLUMBING & HVAC LLC, a Michigan Limited Liability Company (the “Purchaser”) for the purchase price of Twelve Thousand and 00/100 Dollars (\$12,000.00).

**RESOLVED**, that the Director of the Planning and Development Department, or his or her authorized designee, is authorized to execute a quit claim deed and other such documents necessary or convenient to effect transfer of the Property to the Purchaser consistent with this resolution; and be it further

**RESOLVED**, that the following Property Sales Services Fees be paid from the sale proceeds pursuant to the City’s Property Management Agreement with the Detroit Building Authority (“DBA”): 1) Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) shall be paid to the DBA from the sale proceeds, 2) Six Hundred and 00/100 Dollars (\$600.00) shall be paid to the DBA’s real estate brokerage firm from the sale proceeds and 3) customary closing costs up to Two Hundred and 00/100 Dollars (\$200.00) shall be paid from the sale proceeds; and be it further

**RESOLVED**, that the P&DD Director, or his or her authorized designee, is authorized to execute any required instruments to make and incorporate technical amendments or changes to the quit claim deed (including but not limited to corrections to or confirmations of legal descriptions, or timing of tender of possession of particular parcels) in the event that changes are required to correct minor inaccuracies or are required due to unforeseen circumstances or technical matters that may arise prior to the conveyance of the Property, provided that the changes do not materially alter the substance or terms of the transfer and sale; and be it finally

**RESOLVED**, that the quit claim deed will be considered confirmed when executed by the P&DD Director, or his or her authorized designee, and approved by the Corporation Counsel as to form.

(See Attached Exhibit A)

**EXHIBIT A**

LEGAL DESCRIPTION

Property situated in the City of Detroit, Wayne County, Michigan, described as follows:

E WYOMING LOT 11 BENJAMIN F MORTENSONS UNIVERSITY PL SUB L46 P59 PLATS,  
W C R 16/342 20 X 100

a/k/a 15766 Wyoming  
Tax Parcel ID 16037506.



## CITY CLERK INTAKE UNIT ITEM SUBMISSION

DEPARTMENT: Planning & Development  
FILE NUMBER: Planning & Development-0064Planning and  
Development-0064smb

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**RE:**

Submitting reso. autho. Sale of 48 parcels in the area roughly bounded by John C Lodge Freeway (US 10), W. Grand Street, Thompson Street and La Belle Street to Hamilton Corridor LLC

**SUMMARY:**

The City of Detroit, Planning and Development Department (“P&DD”) has received an offer from Hamilton Corridor LLC (The “Purchaser”), to purchase certain City-owned real property in the area roughly bounded by John C Lodge Freeway (US 10), W. Grand Street, Thompson Street and La Belle Street to Hamilton Corridor LLC (the “Property”) for \$30,000; and, upon exercise of the option by the optionee, to sell such property in accordance with the terms set forth in the Option Agreement.

**RECOMMENDATION:**

Forward to PED Committee



September 8, 2020

Detroit City Council  
2 Woodward Avenue  
1340 Coleman A. Young Municipal Center  
Detroit, MI 48226

**RE: Property Sale by Detroit Land Bank Authority  
Hamilton Corridor, LLC  
Development: Generally bounded by John C. Lodge Fwy (US 10), W. Grand  
St., Thompson St. and La Belle St.**

Honorable City Council:

Pursuant to the First Amended and Restated Memorandum of Understanding (“MOU”) between the City of Detroit and the Detroit Land Bank Authority (“DLBA”), approved by your Honorable Body on May 5, 2015, the DLBA may not transfer ten (10) or more parcels of property received from the City to the same transferee within any rolling 12 month period without the prior approval of the Mayor and City Council.

The DLBA is now in receipt of an offer from Hamilton Corridor LLC, a Michigan Limited Liability Company (“Hamilton Corridor”) to enter into an option to purchase forty eight (48) properties (“the Property”) acquired by the DLBA from the City (as described in the attached Exhibit A). The Property is located within the boundaries of the John C. Lodge Fwy (US 10), W. Grand St, Thompson St. and La Belle St.

The total area of land measures approximately 153,000 square feet. Hamilton Corridor proposes to utilize the Property as ancillary parking and greenspace for storm water infrastructure. This will be in support of their new industrial complex to be constructed on adjacent property in the City of Highland Park.

The Property is zoned R2 (Two Family Residential District). The use of the Property as parking is not a permitted use by right. Hamilton Corridor shall apply for and obtain Conditional Land Use approval in accordance with the zoning guidelines and approval processes.



Honorable City Council  
September 8, 2020  
Page 2

Conditions to Exercise Option and Execute Development Agreement are to include:

- Finalizing financing for project
- City of Detroit Planning and Development Department (“PDD”) Design Review and approval for final site plan (parking and/or storm water infrastructure)
- Zoning compatibility/successful conditional land use hearing for parking
- City of Highland Park, Wayne County Land Bank, and Michigan Land Bank approvals

The Planning & Development Department, therefore, requests that your Honorable Body authorize the Detroit Land Bank Authority to enter into an Option Agreement with Hamilton Corridor LLC, a Michigan Liability Company to sell the Property as more particularly referenced in the attached Exhibit A for \$30,000; and, upon exercise of the option by the optionee, to sell such property in accordance with the terms set forth in the Option Agreement.

Respectfully submitted,

A handwritten signature in blue ink, which appears to read "Katharine G. Trudeau", is positioned above the printed name.

Katharine G. Trudeau  
Deputy Director  
Planning & Development  
Department

KT/am

Attachments

Cc: Donald Rencher, HRD  
Avery Peebles, Mayor’s Office

## RESOLUTION

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

**WHEREAS**, the Detroit Land Bank Authority (“DLBA”) was created to assemble and dispose of publicly owned properties in a coordinated manner to foster the development of that property and to promote economic growth in the City of Detroit; and

**WHEREAS**, pursuant to the First Amended and Restated Memorandum of Understanding (“MOU”) between the City of Detroit and the DLBA, approved by the Detroit City Council on May 5, 2015, the DLBA may not transfer ten (10) or more parcels of property received from the City of Detroit to the same transferee within any rolling twelve (12) month period without the prior approval of the Mayor and City Council; and

**WHEREAS**, the DLBA is now in receipt of an offer from Hamilton Corridor LLC, a Michigan Limited Liability Company (“Hamilton Corridor”), to enter into an option to purchase forty eight (48) properties (“the Property”) acquired from the City by the DLBA (as described in the attached Exhibit A). The Property is located within the boundaries of the John C. Lodge Fwy (US 10), W. Grand St., Thompson St. and La Belle St.; and

**WHEREAS**, Hamilton Corridor proposes to utilize the Property as ancillary parking and greenspace for storm water infrastructure. This will be in support of their new industrial complex to be constructed on adjacent property in the City of Highland Park; and

**WHEREAS**, the total area of land measures approximately 153,000 square feet and is zoned R2 (Two Family Residential District). The use of the Property as parking is not a permitted use by right. Hamilton Corridor shall apply for and obtain Conditional Land Use approval in accordance with the zoning guidelines and approval processes.

**NOW, THEREFORE, BE IT RESOLVED**, that in accordance with the foregoing communication, the Detroit Land Bank Authority, be and is hereby authorized to enter into an Option Agreement with Hamilton Corridor LLC, a Michigan Limited Liability Company, to sell the Property as more particularly referenced in the attached Exhibit A for \$30,000; and, upon exercise of the option by the optionee, to sell such property in accordance with the terms set forth in the Option Agreement.

**EXHIBIT A**

#	Address	Case Number	Parcel ID	Zoning	Legal Description	Square Footage	Price
1	1526 Pasadena	00136958	06004089.	R2	N PASADENA LOT 40 R OAKMANS PASADENA AVE SUB L29 P30 PLATS, W C R 6/160 30 X 110	3292.1679	\$625.00
2	1541 Ford	00136961	06004100.	R2	S FORD LOT 47 R OAKMANS FORD AVENUE SUB L29 P33 PLATS, W C R 6/159 30 X 100	3005.1481	\$625.00
3	1551 Ford	00136963	06004102.	R2	S FORD LOT 49 R OAKMANS FORD AVENUE SUB L29 P33 PLATS, W C R 6/159 30 X 100	3012.9409	\$625.00
4	1555 Ford	00136964	06004103.	R2	S FORD LOT 50 R OAKMANS FORD AVENUE SUB L29 P33 PLATS, W C R 6/159 30 X 100	3005.1404	\$625.00
5	1565 Ford	00136968	06004105.	R2	S FORD LOT 52 R OAKMANS FORD AVENUE SUB L29 P33 PLATS, W C R 6/159 30 X 100	2983.6707	\$625.00
6	1567 Ford	00136969	06004106.	R2	S FORD LOT 53 R OAKMANS FORD AVENUE SUB L29 P33 PLATS, W C R 6/159 30 X 100	3005.1358	\$625.00
7	1514 Grand	00138946	06004027.	R2	N GRAND LOT 40 R OAKMANS GRAND AVENUE SUB L29 P35 PLATS, W C R 6/161 30 X 105	3142.8623	\$625.00
8	1503 Pasadena	00138948	06004030.	R2	S PASADENA LOT 45 R OAKMANS PASADENA AVE SUB L29 P30 PLATS, W C R 6/160 33.1 IRREG	3570.8217	\$625.00
9	1532 Ford	00138949	06004154.	R2	N FORD LOT 35 R OAKMANS FORD AVE SUB L29 P33 PLATS, W C R 6/159 30 X 100	3000.6864	\$625.00
10	1548 Ford	00138950	06004151.	R2	N FORD LOT 32 R OAKMANS FORD AVE SUB L29 P33 PLATS, W C R 6/159 30 X 100	3005.1437	\$625.00
11	1539 Pasadena	00006704	06004036.	R2	S PASADENA LOT 51 R OAKMANS PASADENA AVE SUB L29 P30 PLATS, W C R 6/160 30 X 110	3312.438	\$625.00
12	1527 Pasadena	00012661	06004034.	R2	S PASADENA LOT 49 R OAKMANS PASADENA AVE SUB L29 P30 PLATS, W C R 6/160 30 X 110	3301.653	\$625.00
13	1533 Pasadena	00012698	06004035.	R2	S PASADENA LOT 50 R OAKMANS PASADENA AVE SUB L29 P30 PLATS, W C R 6/160 30 X 110	3292.1966	\$625.00
14	1545 Ford	00012934	06004101.	R2	S FORD LOT 48 R OAKMANS FORD AVENUE SUB L29 P33 PLATS, W C R 6/159 30 X 100	2975.8114	\$625.00
15	1530 Grand	00024107	06004019-24	R2	N GRAND E 4 FT OF LOT 37 ROBERT OAKMANS GRAND AVE SUB L29 P35 PLATS, W C R 6/161 4 X 105	428.0867	\$625.00
16	1526 Grand	00024108	06004025.	R2	N GRAND LOT 38 R OAKMANS GRAND AVENUE SUB L29 P35 PLATS, W C R 6/161 30 X 105	3139.1217	\$625.00
17	1520 Grand	00024109	06004026.	R2	N GRAND LOT 39 R OAKMANS GRAND AVENUE SUB L29 P35 PLATS, W C R 6/161 30 X 105	3156.7342	\$625.00
18	1554 Pasadena	00024115	06004084.	R2	N PASADENA LOT 35 W 15 FT OF LOT 36 R OAKMANS PASADENA AVE SUB L29 P30 PLATS, W C R 6/160 45 X 110	4943.9179	\$625.00
19	1559 Ford	00024116	06004104.	R2	S FORD LOT 51 R OAKMANS FORD AVENUE SUB L29 P33 PLATS, W C R 6/159 30 X 100	3005.1481	\$625.00

20	1580 Ford	00024119	06004144.	R2	N FORD LOT 25 R OAKMANS FORD AVE SUB L29 P33 PLATS, W C R 6/159 30 X 100	3005.127	\$625.00
21	1518 Pasadena	00060439	06004090.	R2	N PASADENA LOT 41 R OAKMANS PASADENA AVE SUB L29 P30 PLATS, W C R 6/160 30 X 110	3314.6457	\$625.00
22	1571 Ford	00080648	06004107-9	R2	S FORD Lot 54 R OAKMANS FORD AVENUE SUB L29 P33 PLATS, W C R 6/159 30 X 100	3012.9497	\$625.00
23	1575 Ford	00080649	06004110-1	R2	S FORD LOTS 55&56 EXC EXPWAY AS OP R OAKMANS FORD AVE SUB L29 P33 PLATS, W C R 6/159 60 IRREG	4489.1503	\$625.00
24	1545 Pasadena	00082847	06004037-45	R2	S PASADENA LOT 52 EXC TRIANG PT BG S 10 FT ON W LINE & BG W 5 FT ON S LINE R OAKMANS PASADENA AVE SUB L29 P30 PLATS, W C R 6/160 30 IRREG	3261.3291	\$625.00
25	1509 Pasadena	00116191	06004031.	R2	S PASADENA LOT 46 R OAKMANS PASADENA AVE SUB L29 P30 PLATS, W C R 6/160 30 X 110	3303.8496	\$625.00
26	1515 Pasadena	00116192	06004032.	R2	S PASADENA LOT 47 R OAKMANS PASADENA AVE SUB L29 P30 PLATS, W C R 6/160 30 X 110	3308.3198	\$625.00
27	1521 Pasadena	00116193	06004033.	R2	S PASADENA LOT 48 R OAKMANS PASADENA AVE SUB L29 P30 PLATS, W C R 6/160 30 X 110	3294.1364	\$625.00
28	1530 Pasadena	00116195	06004088.	R2	N PASADENA LOT 39 R OAKMANS PASADENA AVE SUB L29 P30 PLATS, W C R 6/160 30 X 110	3289.9224	\$625.00
29	1502 Pasadena	00116196	06004093.	R2	N PASADENA E 31.6 FT ON S LINE BG E 32.4 FT ON N LINE LOT 44 R OAKMANS PASADENA AVE SUB L29 P30 PLATS, W C R 6/160 31.6 IRREG	3516.2544	\$625.00
30	1572 Ford	00116197	06004146.	R2	N FORD LOT 27 R OAKMANS FORD AVE SUB L29 P33 PLATS, W C R 6/159 30 X 100	3005.1604	\$625.00
31	1568 Ford	00116198	06004147.	R2	N FORD LOT 28 R OAKMANS FORD AVE SUB L29 P33 PLATS, W C R 6/159 30 X 100	2998.2694	\$625.00
32	1562 Ford	00116199	06004148.	R2	N FORD LOT 29 R OAKMANS FORD AVE SUB L29 P33 PLATS, W C R 6/159 30 X 100	2990.5458	\$625.00
33	1558 Ford	00116200	06004149.	R2	N FORD LOT 30 R OAKMANS FORD AVE SUB L29 P33 PLATS, W C R 6/159 30 X 100	3012.9409	\$625.00
34	1554 Ford	00116201	06004150.	R2	N FORD LOT 31 R OAKMANS FORD AVE SUB L29 P33 PLATS, W C R 6/159 30 X 100	3005.1316	\$625.00
35	1542 Ford	00116202	06004152.	R2	N FORD LOT 33 R OAKMANS FORD AVE SUB L29 P33 PLATS, W C R 6/159 30 X 100	2983.6461	\$625.00
36	1536 Ford	00116203	06004153.	R2	N FORD LOT 34 R OAKMANS FORD AVE SUB L29 P33 PLATS, W C R 6/159 30 X 100	3000.6665	\$625.00
37	1518 Ford	00116204	06004156.	R2	N FORD LOT 37 R OAKMANS FORD AVE SUB L29 P33 PLATS, W C R 6/159 30 X 100	2971.4469	\$625.00
38	1548 Pasadena	00101939	06004085.	R2	N PASADENA E 15 FT OF LOT 36 R OAKMANS PASADENA AVE SUB L29 P30 PLATS, W C R 6/160 15 X 110	1637.8716	\$625.00

39	1544 Pasadena	00101940	06004086.	R2	N PASADENA LOT 37 R OAKMANS PASADENA AVE SUB L29 P30 PLATS, W C R 6/160 30 X 110	3299.419	\$625.00
40	1536 Pasadena	00101941	06004087.	R2	N PASADENA LOT 38 R OAKMANS PASADENA AVE SUB L29 P30 PLATS, W C R 6/160 30 X 110	3312.4015	\$625.00
41	1514 Pasadena	00101942	06004091-2	R2	N PASADENA LOTS 42 AND 43 AND W 2 FT OF LOT 44 R OAKMAN PASADENA SUB L29 P30 PLATS, WCR 6/160 62 X 110 [2003 COMBINATION ITEMS 06004091 & 06004092] 02-12-03	6820.243	\$625.00
42	1517 Ford	00101943	06004096.	R2	S FORD LOT 43 R OAKMANS FORD AVENUE SUB L29 P33 PLATS , WCR 6/159 30 X 100	2992.6954	\$625.00
43	1523 Ford	00101944	06004097.	R2	S FORD LOT 44 R OAKMANS FORD AVENUE SUB L29 P33 PLATS , WCR 6/159 30 X 100	3000.5476	\$625.00
44	1527 Ford	00101945	06004098.	R2	S FORD LOT 45 R OAKMANS FORD AVENUE SUB L29 P33 PLATS, W C R 6/159 30 X 100	3005.1314	\$625.00
45	1533 Ford	00101946	06004099.	R2	S FORD LOT 46 R OAKMANS FORD AVENUE SUB L29 P33 PLATS , WCR 6/159 30 X 100	3012.9786	\$625.00
46	1512 Ford	00101949	06004157.	R2	N FORD LOT 38 R OAKMANS FORD AVE SUB L29 P33 PLATS, W C R 6/159 30 X 100	3000.6698	\$625.00
47	1506 Ford	00101950	06004158.	R2	N FORD LOT 39 R OAKMANS FORD AVE SUB L29 P33 PLATS, W C R 6/159 30 X 100	3012.9455	\$625.00
48	1500 Ford	00101951	06004159.	R2	N FORD LOT 40 R OAKMANS FORD AVE SUB L29 P33 PLATS, W C R 6/159 36 IRREG	3643.6228	\$625.00



## DEPARTMENTAL SUBMISSION

DEPARTMENT: Council Member Scott Benson  
FILE NUMBER: Council Member Scott Benson-0009

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**\* ITEM**  
MEMORANDUM

**\* Council Member**  
**Council Member Scott Benson**

**Memorandum relative to (summary below):**

**\* SUMMARY:**  
Community Requests – Amazon Development

**\* RECOMMENDATION:**  
Community Requests – Amazon Development

**\* COMMITTEE REFERRED TO:**

**Planning and Economic Development**

**\* DEPARTMENTAL CONTACT:**

Name: Emberly Vick  
Position: Policy Analyst

**\*=REQUIRED**



**MEMORANDUM**

**TO: Nick Khouri, Director, JETS**  
**FROM: Scott Benson, City Council District 3**

**CC:** Hon. Janice Winfrey, City Clerk  
David Whitaker, Director, LPD  
Luke Polcyn, JETS  
Avery Peeples, Liaison to Mayor's Office  
**VIA:** Brenda Jones, Detroit City Council President  
**DATE:** 11 September 2020

**RE: COMMUNITY REQUESTS FOR AMAZON DEVELOPMENT**

As per our conversation, I am submitting the following list of concerns/request from 3<sup>rd</sup> District residents regarding the proposed development at the former state fairgrounds.

1. Demolition of 48 W. State Fair and replace the building with a facility that is youth oriented and focused on educational programs and financial literacy.
2. Do not allow truck traffic from the state fairgrounds site on E. State Fair or Woodward.
3. Formalize a truck route that restricts all truck traffic to E. 8 Mile and I-75.
4. Replace all dead, damaged or dying trees in the neighborhood to the east of the State Fair Grounds.
5. Support urban agriculture in the area, via bees as pollinators, a year round greenhouse and placing solar panels on vacant lots in the neighborhood to capture energy which will be used for the benefit of local residents.
6. Focus grant funds on senior home repair in the area for local eligible residents in need.
7. Provide no charge educational opportunities for the local youth. I.e. Detroit Zoo, DIA, Charles H Wright.

Please call my office at, 313-224-1198 with any questions.



## DEPARTMENTAL SUBMISSION

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

FILE NUMBER: Office of the Chief Financial Officer -  
Development & Grants-0103

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**\* RE:**

Submitting reso. autho. Authorization to submit a grant application to the Michigan Department of Transportation for the Transportation Economic Development Fund – Category A Grant for Eastern Market.

**\* SUMMARY:**

Authorization to submit a grant application to the Michigan Department of Transportation for the Transportation Economic Development Fund – Category A Grant for Eastern Market.

**\* RECOMMENDATION:**

Authorization to submit a grant application to the Michigan Department of Transportation for the Transportation Economic Development Fund – Category A Grant for Eastern Market. The Department of Public Works is hereby requesting authorization from Detroit City Council to submit a grant application to the Michigan Department of Transportation for the Transportation Economic Development Fund – Category A Grant for Eastern Market. The amount being sought is \$1,678,731.43. The State share is \$1,678,731.43 of the approved amount, and there is a required City cash match of \$419,682.86. The total project cost is \$2,098,414.29. If awarded, Richard Doherty, the Department of Public Works Head Engineer, will be the project lead for this grant and the planned improvements will be maintained by the Department of Public Works.

**\* DEPARTMENTAL CONTACT:**

Name: Jalesa Beck  
Position: Administrative Assistant II

**\*=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

September 1, 2020

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 Michigan Department of Transportation for the Transportation Economic Development Fund – Category A Grant for Eastern Market**

The Department of Public Works is hereby requesting authorization from Detroit City Council to submit a grant application to the Michigan Department of Transportation for the Transportation Economic Development Fund – Category A Grant for Eastern Market. The amount being sought is \$1,678,731.43. The State share is \$1,678,731.43 of the approved amount, and there is a required City cash match of \$419,682.86. The total project cost is \$2,098,414.29. If awarded, Richard Doherty, the Department of Public Works Head Engineer, will be the project lead for this grant and the planned improvements will be maintained by the Department of Public Works.

The Transportation Economic Development Fund – Category A Grant will enable the department to:

- Improve three segments of road along the Eastern Market corridor, including: (1) St. Aubin Street – from Mack Avenue to Superior Street, (2) Illinois Street – from Dequindre Railway to St Aubin Street, and (3) Superior Street – from Dequindre Railway to St. Aubin Street
- Support the expansion and Grobell Foods in Eastern Market, which is projected to create 300 new jobs and retain 225 jobs for Detroiters

If the application is approved, a cash match will be provided from appropriation 04189.

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

Sincerely,  
DocuSigned by:  
  
15E266B1EE7940C...

Katerli Bounds  
Director, Office of Development and Grants  
CC:  
Sirene Abou-Chakra, Chief Development Officer  
Sajjiah Parker, Assistant Director, Grants

DocuSigned by:  
  
1E1A2A8BD6C84B3...

Office of Budget



## Office of Development and Grants

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### RESOLUTION

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

**WHEREAS**, the Department of Public Works has requested authorization from City Council to submit a grant application to the Michigan Department of Transportation, for the Transportation Economic Development Fund – Category A Grant, in the amount of \$1,678,731.43, to support the expansion and Grobell Foods in Eastern Market, which is projected to create 300 new jobs and retain 225 jobs for Detroiters; and

**WHEREAS**, this application proposes to make improvements to three segments of road along the Eastern Market corridor, including: (1) St. Aubin Street – from Mack Avenue to Superior Street, (2) Illinois Street – from Dequindre Railway to St Aubin Street, and (3) Superior Street – from Dequindre Railway to St. Aubin Street; and

**WHEREAS**, the Department of Public Works has \$419,682.86 available in its FY 2021 Departmental allocation, in appropriation 04189, for the City match requirement for the Transportation Economic Development Fund – Category A Grant; and

**WHEREAS**, if awarded, Richard Doherty, the Department of Public Works Head Engineer, will be the project lead for this grant and the planned improvements will be maintained by the Department of Public Works; and

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

**THEREFORE, BE IT RESOLVED**, the Department of Public Works is hereby authorized to submit a grant application to the Michigan Department of Transportation for the Transportation Economic Development Fund – Category A 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](mailto:parkersa@detroitmi.gov) and Greg Andrews, Program Analyst IV, [andrewsgr@detroitmi.gov](mailto:andrewsgr@detroitmi.gov)

<b>City Department</b>	Department of Public Works
<b>Date</b>	8/17/2020
<b>Department Contact Name</b>	Richard Doherty
<b>Department Contact Phone</b>	313-224-3955
<b>Department Contact Email</b>	DohertyRi@detroitmi.gov
<b>Grant Opportunity Title</b>	Transportation Economic Development Fund – Category A
<b>Grant Opportunity Funding Agency</b>	Michigan Department of Transportation
<b>Web Link to Opportunity Information</b>	<a href="https://www.michigan.gov/mdot/0,4616,7-151-9621_17216_18230---,00.html">https://www.michigan.gov/mdot/0,4616,7-151-9621_17216_18230---,00.html</a>
<b>Award Amount (that Department will apply for)</b>	\$1,678,731.43
<b>Application Due Date</b>	Rolling
<b>Anticipated Proposed Budget Amount</b>	\$2,098,414.29
<b>City Match Contribution Amount</b>	\$419,682.86
<b>Source of City Match (include Appropriation Number, Cost Center, and Object Code)</b>	<b>3301-04189-193850-632100</b>
<b>List of programs/services/activities to be funded and the Budget for each</b> <i>Sample:</i> - ABC Afterschool program: \$150,000 - XYZ Youth leadership program: \$100,000 - Salary/Benefits: \$95,000 - Supplies: \$5,000	To improve three segments of road: • St Aubin Street – From Mack Avenue to Superior Street • Illinois Street – From Dequindre Railway to St Aubin Street • Superior Street – From Dequindre Railway to St. Aubin Street
<b>Brief Statement of Priorities/Purpose for the Application</b> <i>Sample: To support expansion of promising youth development programs in MNO neighborhood.</i>	To support the expansion and Grobell Foods in Eastern Market, which is projected to create 300 new jobs and retain 225 jobs for Detroiters
<b>Key Performance Indicators to be Used to Measure the Programs/Services/Activities</b> <i>Sample:</i> # of kids newly enrolled in ABC and XYZ % of kids from ABC who demonstrate improved educational performance	Roads improved according to construction schedule

**Oladayo Akinyemi**

Director's Name (Please Print)

Oladayo  
Akinyemi

Director's Signature

Digitally signed by  
Oladayo Akinyemi  
Date: 2020.08.28 12:38:21  
-04'00'

**08/28/20**

Date



## DEPARTMENTAL SUBMISSION

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

FILE NUMBER: Office of the Chief Financial Officer -  
Development & Grants-0099

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**\* RE:**

Submitting reso. autho. Request to accept an increase in appropriation for the Section 5310 – Americans with Disabilities Act (ADA) Para-transit Service Grant.

**\* SUMMARY:**

Request to accept an increase in appropriation for the Section 5310 – Americans with Disabilities Act (ADA) Para-transit Service Grant.

**\* RECOMMENDATION:**

**Request to accept an increase in appropriation for the Section 5310 – Americans with Disabilities Act (ADA) Para-transit Service Grant.** The Federal Transit Administration has awarded an increase in appropriation to the City of Detroit Department of Transportation (DDOT) for the Section 5310 – Americans with Disabilities Act (ADA) Para-transit Service Grant, in the amount of \$1,800,000.00. There is also a required State match for the award, from the Michigan Department of Transportation, in the amount of \$324,337.00. The required State match did not increase. Finally, there is an additional local match requirement of \$1,800,000.00. The total increase is \$3,600,000.00. This funding will increase appropriation 20760, previously approved in the amount of \$2,187,564.00, by council on January 14, 2020, to a total of \$5,787,564.00.

**\* DEPARTMENTAL CONTACT:**

Name: Jalesa Beck  
Position: Administrative Assistance II

**\*=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

August 27, 2020

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

**RE: Request to accept an increase in appropriation for the Section 5310 – Americans with Disabilities Act (ADA) Para-transit Service Grant**

The Federal Transit Administration has awarded an increase in appropriation to the City of Detroit Department of Transportation (DDOT) for the Section 5310 – Americans with Disabilities Act (ADA) Para-transit Service Grant, in the amount of \$1,800,000.00. There is also a required State match for the award, from the Michigan Department of Transportation, in the amount of \$324,337.00. The required State match did not increase. Finally, there is an additional local match requirement of \$1,800,000.00. The total increase is \$3,600,000.00. This funding will increase appropriation 20760, previously approved in the amount of \$2,187,564.00, by council on January 14, 2020, to a total of \$5,787,564.00.

The objective of the grant is to support the operation of Metro-Lift, which is DDOT's ADA-complementary para-transit service. The funding allotted to the department will be utilized to support mobility management activities, including the operation of a call center, and the coordination of services between providers. This is a reimbursement grant.

If approval is granted to accept and appropriate this increase, the match will be coming from appropriation number 00151.

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

Sincerely,  
DocuSigned by:  
  
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Katerli Bounds  
Director, Office of Development and Grants  
CC:  
Sirene Abou-Chakra, Chief Development Officer  
Sajjiah Parker, Assistant Director, Grants

DocuSigned by:  
  
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Office of Budget

DocuSigned by:  
  
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Approved as to Form  
By the Law Department



## Office of Development and Grants

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### RESOLUTION

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

**WHEREAS**, the Detroit Department of Transportation (DDOT) is requesting authorization to accept an increase in appropriation for the Section 5310 – Americans with Disabilities Act (ADA) Para-transit Service Grant, from the Federal Transit Administration, in the amount of \$1,800,000.00, in order to support the operation of Metro-Lift, which is DDOT's ADA-complementary para-transit service; and

**WHEREAS**, there is a required State match for the award, from the Michigan Department of Transportation, in the amount of \$324,337.00, and there is an increased local match requirement, in the amount of \$1,800,000.00; and

**WHEREAS**, the total award and match increase is \$3,600,000.00, and there is no increase to the State match, which will remain \$324,337.00; and

**WHEREAS**, this funding will increase appropriation 20760, previously approved in the amount of \$2,187,564.00, by council on January 14, 2020, to a total of \$5,787,564.00;

**WHEREAS**, the Law Department has approved this agreement as to form; and

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

**WHEREAS**, the department has \$1,800,000.00 available in its FY 2021 Departmental allocation in appropriation 00151 for the City match requirement for the Section 5310 – Americans with Disabilities Act (ADA) Para-transit Service Grant; now

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

**BE IT FURTHER RESOLVED**, that the Budget Director is authorized to increase the budget accordingly for appropriation number 20760, in the amount of \$3,600,000.00, with a match coming from appropriation number 00151, for the Section 5310 – Americans with Disabilities Act (ADA) Para-transit Service Grant.

**UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT  
(FTA G-26, October 1, 2019)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(26), October 1, 2019, <http://www.transit.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA'S AWARD DATE SET FORTH HEREIN.

**FTA AWARD**

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

**Recipient Information**

Recipient Name: Detroit, City Of

Recipient ID: 2107

DUNS No: 021100409

## **Award Information**

Federal Award Identification Number: MI-2019-040-01

Award Name: Section 5310 - ADA Paratransit Service Contract

Award Start Date: 9/12/2019

Original Award End Date: 3/30/2024

Current Award End Date: 3/30/2024

Award Executive Summary: Amendment 1: This amendment provides \$1,800,000 of FTA Section 5310 funding for operations assistance to support the operation of DDOT's ADA-complementary paratransit service, MetroLift, which is operated through third-party contracts. DDOT will provide \$1,800,000 in matching funds through the City of Detroit General Fund.

Attachments to this grant application includes the FY2020 RTA Split letter, approved STIP, UWP, Coordinated Transportation Plan, and the Long Range Transportation Plan.

Original Grant: This award provides \$1,580,287 in FTA FY 2019 Section 5310 funding that will be used to support the operation of DDOT's ADA-complementary paratransit service, MetroLift, which is operated through third-party contracts. Funding will support mobility management activities, including the operation of a call center, and the coordination of services between providers. Funding will also support the operation on MetroLift transportation service through third-party contracts.

MDOT will provide \$324,337 in matching funds for mobility management through the Comprehensive Transportation Fund (CTF), DDOT will provide \$282,940 in matching funds for operations from the City of Detroit General Fund.

DDOT certifies that at least 55 percent of program funds are being used on capital or "traditional" 5310 projects within this grant application, and the projects are derived from the Human Services Coordinated Plan.

Attachments to this grant application includes the FY2019 RTA Split letter, approved STIP, UWP, Coordinated Transportation Plan, and the Long Range Transportation Plan.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is suballocated these apportioned funds and can apply for and receive these funds directly.

Pre-Award Authority: This award is using Pre-Award Authority.

### **Award Budget**

Total Award Budget: \$5,787,564.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$1,800,000.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$1,800,000.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$3,380,287.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$2,407,277.00

### **Award Budget Control Totals**

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

<b>Funding Source</b>	<b>Section of Statute</b>	<b>CFDA Number</b>	<b>Amount</b>
5310 - Mobility of Sr. & Indv. w/ Disabilities Formula	5310-1A	20513	\$3,380,287
Local			\$2,082,940
Local/In-Kind			\$0
State			\$324,337
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$5,787,564</b>

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

### **U.S. Department of Labor Certification of Public Transportation Employee**

**Protective Arrangements:**

Original Certification Date:

**Special Conditions**

There are no special conditions.

**FINDINGS AND DETERMINATIONS**

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

**FTA AWARD OF THE GRANT AGREEMENT**

Awarded By:  
Kelley Brookins  
Regional Administrator  
FEDERAL TRANSIT ADMINISTRATION  
U.S. DEPARTMENT OF TRANSPORTATION  
Contact Info: kelley.brookins@dot.gov  
Award Date: 8/24/2020

**EXECUTION OF THE GRANT AGREEMENT**

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
  - (a) Statements,
  - (b) Representations,
  - (c) Warranties,
  - (d) Covenants, and
  - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:  
*Elias Fischer*  
*Program Analyst III - Grants Administrator*  
*Detroit, City Of*  
*8/24/2020*



## DEPARTMENTAL SUBMISSION

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

FILE NUMBER: Office of the Chief Financial Officer -  
Development & Grants-0098

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**\* RE:**

Submitting reso. autho. Request to accept an increase in appropriation for the FY 2017 First Responders: Comprehensive Addiction and Recovery Act Grant.

**\* SUMMARY:**

**Request to accept an increase in appropriation for the FY 2017 First Responders: Comprehensive Addiction and Recovery Act Grant.**

**\* RECOMMENDATION:**

**Request to accept an increase in appropriation for the FY 2017 First Responders: Comprehensive Addiction and Recovery Act Grant.** The Substance Abuse and Mental Health Services Administration (SAMHSA) has awarded an increase in appropriation to the City of Detroit Health Department for the FY 2017 First Responders: Comprehensive Addiction and Recovery Act Grant, in the amount of \$495,876.00. There is a required match of \$64,750.00. This funding will increase appropriation 20558, previously approved in the amount of \$1,060,241.00, by council on April 2, 2019, to a total of \$1,620,867.00. This increase extends the current Budget Period ending 09/30/2020 out to 09/29/2021.

**\* DEPARTMENTAL CONTACT:**

Name: Jalesa Beck  
Position: Administrative Assistant II

**\*=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

September 4, 2020

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

**RE: Request to accept an increase in appropriation for the FY 2017 First Responders: Comprehensive Addiction and Recovery Act Grant**

The Substance Abuse and Mental Health Services Administration (SAMHSA) has awarded an increase in appropriation to the City of Detroit Health Department for the FY 2017 First Responders: Comprehensive Addiction and Recovery Act Grant, in the amount of \$495,876.00. There is a required match of \$64,750.00. This funding will increase appropriation 20558, previously approved in the amount of \$1,060,241.00, by council on April 2, 2019, to a total of \$1,620,867.00. This increase extends the current Budget Period ending 09/30/2020 out to 09/29/2021.

The FY 2017 First Responders: Comprehensive Addiction and Recovery Act Grant is a reimbursement grant. The objective of the grant is to train first responders and key community sectors to provide and administer naloxone for emergency treatment. This grant will enable the department to implement processes, protocols, and mechanisms for community service referral, treatment, and recovery support.

If approval is granted to accept and appropriate this increase, a cash/in-kind match of \$64,750.00 will be coming from appropriation number 00068. The total match requirement for this grant is \$64,750.00.

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

Sincerely,  
DocuSigned by:  
  
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Katerli Bounds  
Director, Office of Development and Grants  
CC:  
Sirene Abou-Chakra, Chief Development Officer  
Sajjiah Parker, Assistant Director, Grants

DocuSigned by:  
  
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Office of Budget

Approved as to Form  
By the Law Department



## Office of Development and Grants

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### RESOLUTION

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

**WHEREAS**, the Health Department is requesting authorization to accept an increase in appropriation for the FY 2017 First Responders: Comprehensive Addiction and Recovery Act Grant, from Substance Abuse and Mental Health Services Administration (SAMHSA), in the amount of \$495,876.00, in order to train first responders and key community sectors to provide and administer naloxone for emergency treatment; and

**WHEREAS**, there is a required match of \$64,750.00; and

**WHEREAS**, this funding will increase appropriation 20558, previously approved in the amount of \$1,060,241.00, by council on April 2, 2019, to a total of \$1,620,867.00; and

**WHEREAS**, the original award required a cash match 33,000.00, coming from appropriation number 00068, and a cash match of \$28,800.00, coming from appropriation 20627, for a total match requirement of \$61,800.00; and

**WHEREAS**, this increase in appropriation has a required cash/in-kind match in the amount of \$64,750.00 coming from appropriation 00068; 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 modified grant agreement on behalf of the City of Detroit, and

**BE IT FURTHER RESOLVED**, that the Budget Director is authorized to increase the budget accordingly for appropriation number 20558, in the amount of \$560,626.00, which includes a cash/in-kind match in the amount of \$64,750.00, coming from appropriation 00068, for the FY 2017 First Responders: Comprehensive Addiction and Recovery Act Grant.



First Responders  
Department of Health and Human Services  
Substance Abuse and Mental Health Services Administration

**Issue Date:** 08/05/2020

Center for Substance Abuse Prevention

**Grant Number:** 5H79SP080337-02  
**FAIN:** H79SP080337  
**Program Director:** Kanzoni Asabigi MD

**Project Title:** Detroit Community Opioid Response Initiative (DCORI)

**Organization Name:** DETROIT DEPT/ HEALTH / WELLNES PROMOTION

**Business Official:** Katerli Bounds

**Business Official e-mail address:** boundsk@detroitmi.gov

**Budget Period:** 09/30/2020 – 09/29/2021

**Project Period:** 09/30/2018 – 09/29/2022

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of \$495,876 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to DETROIT DEPT/ HEALTH / WELLNES PROMOTION in support of the above referenced project. This award is pursuant to the authority of Section 546 of the Public Health and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Award recipients may access the SAMHSA website at [www.samhsa.gov](http://www.samhsa.gov) (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours,  
Eileen Bermudez  
Grants Management Officer  
Division of Grants Management

See additional information below

**SECTION I – AWARD DATA – 5H79SP080337-02**

**Award Calculation (U.S. Dollars)**

<b>Personnel(non-research)</b>	\$185,000
<b>Fringe Benefits</b>	\$26,650
<b>Travel</b>	\$1,121
<b>Supplies</b>	\$103,824
<b>Contractual</b>	\$124,202
<b>Other</b>	\$12,650
<b>Direct Cost</b>	\$453,447
<b>Indirect Cost</b>	\$42,429
<b>Approved Budget</b>	\$495,876
<b>Federal Share</b>	\$495,876
<b>Cumulative Prior Awards for this Budget Period</b>	\$0

**AMOUNT OF THIS ACTION (FEDERAL SHARE) \$495,876**

<b>SUMMARY TOTALS FOR ALL YEARS</b>	
<b>YR</b>	<b>AMOUNT</b>
<b>2</b>	<b>\$495,876</b>
3	\$497,104

\*Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

**Fiscal Information:**

**CFDA Number:** 93.243  
**EIN:** 1386004606B4  
**Document Number:** 17SP80337A  
**Fiscal Year:** 2020

<b>IC</b>	<b>CAN</b>	<b>Amount</b>
TI	C96N707	<b>\$495,876</b>

<b>IC</b>	<b>CAN</b>	<b>2020</b>	<b>2021</b>
<b>TI</b>	<b>C96N707</b>	<b>\$495,876</b>	<b>\$497,104</b>

**SP Administrative Data:**

**PCC:** FR-CARA / **OC:** 4145

**SECTION II – PAYMENT/HOTLINE INFORMATION – 5H79SP080337-02**

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support – Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201.



# Detroit Health Department

## **SAMHSA FR-CARA Budget Narrative**

**Application ID: 6 H79 SP080337-01M002**

Detroit Community Opioid Response Initiative (DCORI) Year 2 Budget

### Summary: Staff Positions

KEY STAFF			
Title	Name	Role/Responsibility	Effort
Project Director Detroit Health Dept	Najibah Rehman, MD, MPH	Supervises programmatic, compliance and fiscal responsibilities; monitors day-to-day activities	15%
Lead Evaluator University of Michigan	Justin Heinze, PhD	Program evaluation, data analyses and reporting	10%
PROJECT STAFF			
Title	Name	Role/Responsibility	Effort
Project Manager	Adaora Ezike, MHS	Program operations, supervises staff, develops education and training materials; technical support	50%
Project Coordinator	Robert Sanders, MPH	Data collection and management from 1st responders; training coordination	100%
Overdose Prevention Master Trainer	Dr. Grenae Dudley	Design, develop and facilitate naloxone administration and first responder training	50%
Digital Media & Outreach Specialist	Jeneil Stallion	Conduct mobile and street outreach, share resources and inform messaging/comm strategies	50%
Behavioral Health Program Associate	Kayla Morse	Provide logistical, administrative, support and planning for events, as needed	50%
Recovery Support Services Coordinator	Aisha Griffin	Provide resources, respond to health and recovery support needs, review and coordinate of referrals	50%
Mental Health Crisis Specialist	Kiesha Jackson	Deliver crisis response training targeting youth and adults with unaddressed mental health and SUDs	50%
Overdose Rapid Response Coordinator	Gloria McCastle	Liaise between the DHD and individuals actively using or in recovery; provide outreach/referrals	50%
Co-Investigator	Patrick Carter, PhD	Develops research protocols, data collection plan and interpretation and manuscript preparation	10%
Co-Investigator	Gina Dalhem, PhD	Develops and implements opioid overdose prevention education curriculum and training	10%
Research Specialist	Laney Rupp, MPH	Developing reporting system, and management of the day to day administrative operations	40%
Evaluation Research Assistant	University of Michigan – To be hired	Assists with data collection, management and analyses; drafts reports	130 hrs/yr
Trainer & Content Expert	Dr. Robert Dunne	Trains clinicians and community members; assists in development of referral protocols	22%



# Detroit Health Department

## **SAMHSA FR-CARA Budget Narrative**

### A. Personnel

FEDERAL REQUEST: \$185,000

Title	Name	Annual Salary/Rate	Level of Effort	Cost
Project Director	Najibah Rehman, MD, MPH	\$175,00	15%	\$26,250 MATCH
Project Manager	Adaora Ezike, MHS	\$77,000	50%	\$38,500 MATCH
Project Coordinator	Robert Sanders, MPH	\$65,000	100%	\$65,000
Overdose Prevention Master Trainer (Temporary Personnel)	Grenae Dudley, PhD	\$20/hr (1,000hrs/yr)	50%	\$20,000
Digital Media & Outreach Specialist (Temporary Personnel)	Jeneil Stallion	\$20/hr (1,000hrs/yr)	50%	\$20,000
Behavioral Health Program Associate (Temporary Personnel)	Kayla Morse	\$20/hr (1,000hrs/yr)	50%	\$20,000
Recovery Support Services Coordinator (Temporary Personnel)	Aisha Griffin	\$20/hr (1,000hrs/yr)	50%	\$20,000
Mental Health Crisis Specialist (Temporary Personnel)	Kiesha Jackson	\$20/hr (1,000hrs/yr)	50%	\$20,000
Overdose Rapid Response Coordinator (Temporary Personnel)	Gloria McCastle	\$20/hr (1,000hrs/yr)	50%	\$20,000
Total (including match)				\$249,750
<b>Total Program Budget</b>				<b>\$185,000</b>

### JUSTIFICATION

1. The Project Director will provide daily oversight of the grant responsible for managerial decision-making.
2. The Project Manager is the primary day to day manager, responsible for achievement of project objectives, stakeholder engagement and leading the development of educational content.
3. The Project Coordinator supports the Project Manager, serving as liaison to community partners and responsible for training, logistics, participant recruitment and coordination, data gathering and reporting, and tracking naloxone inventory.
4. The Overdose Prevention Master Trainer will design, develop and facilitate naloxone administration and overdose first responder training
5. The Digital Media & Outreach Specialist will conduct mobile and street outreach where opioid use is most common to share resources and inform strategies for messaging and warm handoff to treatment
6. The Behavioral Health Program Associate provide logistical, planning, administrative and data support for the project as well as to collaborate with internal and external stakeholders for strategic planning
7. The Recovery Support Services Coordinator will provide resources and respond to health and recovery support needs of project participants including review and coordination of referrals
8. The Mental Health Crisis Specialist will provide crisis response training targeting youth and young adults with unaddressed mental health, substance use and known developmental conditions
9. The Rapid Response & Recovery Coordinator will serve as the liaison between the DHD and individuals actively using or in recovery to provide mobile outreach, training, referrals and distribute resources



# Detroit Health Department

## SAMHSA FR-CARA Budget Narrative

### B. Fringe Benefits

FEDERAL REQUEST: \$26,650

Component	Year 2	Year 3	Year 4
Personnel	\$26,650	\$26,650	\$26,650
Temporary Personnel	n/a	n/a	n/a
<b>Total</b>	<b>\$26,650</b>	<b>\$26,650</b>	<b>\$26,650</b>

JUSTIFICATION: Fringe reflects current rate of 41% for the agency.

### C. Travel

FEDERAL REQUEST: \$1,121.54

Purpose of Travel	Location	Item	Rate	Cost
Local travel Year 2	Local	Mileage	1,950.5 mi @ \$0.575/mi	\$1,121.54
<b>Total Year 2 Travel</b>				<b>\$1,121.54</b>

JUSTIFICATION

- Local travel during Year 2 is needed to attend local meetings, project activities, and training events. Local travel rate is based on organization's policies/procedures for privately owned vehicle reimbursement rate of \$0.575/mi.

### D. Equipment

FEDERAL REQUEST: \$0

(N/A)

### E. Supplies

FEDERAL REQUEST: \$111,524

Year 2

Item(s)	Rate	Cost
Laptop Computer	\$700/laptop x 7 staff	\$4,900
Mobile Phone & Data	(\$400/phone and annual data plan) x 7 staff	\$2,800
Naloxone	\$98.88/kit x 1,050 kits	\$103,824
<b>Total</b>		<b>\$111,524</b>

JUSTIFICATION

- Laptop computer and mobile phone allow Project Coordinator, Overdose Prevention Master Trainer, Digital Media & Outreach Specialist, Behavioral Health Program Associate, Recovery Support Services Coordinator, Mental Health Crisis Specialist, Overdose Rapid Response Coordinator to work remotely and in the field
- Mobile phone and data service are needed for project staff to communicate with internal and external stakeholders
- Naloxone will be procured by DHD for distribution to trained community first responders.



# Detroit Health Department

## **SAMHSA FR-CARA Budget Narrative**

### F. Contract

FEDERAL REQUEST: \$124,202

University of Michigan – Ann Arbor (Year 2) - Evaluation				
Name	Service	Rate	Other	Cost
Justin Heinze – Uni of Michigan	Primary Investigator	0.1FTE @ \$132,170 + Fringe Benefits @ 30%	Supplies @ \$100/year	\$17,282
Patrick Carter Uni of Michigan	Co-Investigator	0.02FTE @ \$189,600 + Fringe Benefits @ 30%	Supplies @ \$100/year	\$5,030
Chin Hwa (Gina) Yi Dahlem – Uni of Michigan	Co-Investigator	0.08FTE @ \$108,165 + Fringe Benefits @ 34%	Supplies @ \$100/year	\$11,695
Laney Rupp – Uni of Michigan	Project Manager	0.4FTE @ \$51,629 + Fringe Benefits @ 30%	Supplies @ \$150/year Mileage = \$500	\$27,497
To Be Hired – Uni of Michigan	Research Assistant	\$17/hr x 135.294 hrs + Fringe Benefits @ 7.65%	Supplies @ \$50/year	\$2,526
Indirect Costs – Uni of Michigan	Administrative costs	Indirect cost rate = 56%	n/a	\$35,857
<b>University of Michigan (Evaluation) - Total Year 2 Contract</b>				<b>\$99,887</b>

### University of Michigan

1. The Primary Investigator will oversee the development, implementation, and integrity of the evaluation protocol for the opioid overdose prevention initiative; will be responsible for maintaining the integrity of self-evaluation procedures and the fulfillment of related federal and research regulatory requirements at the University of Michigan
2. The Co-Investigator will assist with the development of measures and research protocols, the plan of data collection and analyses, and the interpretation, report and manuscript preparation
3. The Co-Investigator will assist the DHD in delivering and implementing opioid overdose prevention education, including developing a training curriculum for opioid overdose prevention and education. She will participate in the process evaluation of training activities, data analysis, and dissemination of results
4. The Project Manager will manage the administrative and research activities related to the project including meeting facilitation, data collection processes and data management. In Years 2, she will assist with the development of the online survey and reporting system, and management of the day to day administrative operations of the project. In Years 3 and 4, she will assist Drs. Heinze, Carter and Dahlem with the preparation of research reports, presentations and publications, and other dissemination activities
5. The Research Assistant will assist with data collection and management, analyses, and drafting of reports.
6. Administrative costs are used for general operations at Michigan at a rate of 56%.

# Detroit Health Department

## SAMHSA FR-CARA Budget Narrative



The Youth Connection (Year 2)		
Item(s)	Rate	Cost
First Responder Training Sessions	\$250/POL x 36 POLs	\$9,000
Naloxone Kit Materials	\$5/kit x 2,063 kits	\$10,315
<b>The Youth Connection - Total Year 2 Contract</b>		<b>\$19,315</b>

### The Youth Connection

1. The Youth Connection will build naloxone kits for first responder training sessions targeting lay and professional audiences (frontline workers, health system staff, faith-based organizations, community-based organizations, block clubs, recovery & behavioral health community, etc). Naloxone kit materials include reusable case, instruction card, vent aid resuscitation device, personal protective equipment such as powder-free gloves, face shield/rescue mask, etc.
2. The Youth Connection will engage Popular Opinion Leaders (POLs) in first responder training sessions; POLs will support with increasing public awareness/visibility of community access points for naloxone, recovery support services, naran training, resources, treatment and to combat stigma among populations whom are actively using drugs.

Wayne State University Center for Urban Studies (WSU CUS) (Year 2)				
Name	Service	Rate	Other	Cost
Dr. Robert Dunne – WSU CUS	Trainer; Content Expert	\$55,000 @ ~0.216 FTE * 4 months + Fringe Benefits @ 25.7% = \$5,000	n/a	\$5,000
<b>WSU CUS – Total Year 2 Contract</b>				<b>\$5,000</b>

### Wayne State University Center for Urban Studies

1. The WSU CUS Trainer & Content Expert will lead in the planning and development of referral/hot hand off protocols; develop template protocols for hospitals; track outputs and outcomes for treatment; provide education and academic detailing to providers via webinar and group presentations

### G. Construction

N/A – NOT PERMITTED



# Detroit Health Department

## **SAMHSA FR-CARA Budget Narrative**

### H. Other

FEDERAL REQUEST: \$4,950

Year 2

Item(s)	Rate	Cost
Rent	\$16.50/sf x 2 FTE x 150sf/FTE	\$4,950
<b>Total</b>		<b>\$4,950</b>

### JUSTIFICATION

1. Rent at Detroit Health Department for office space is calculated by FTE for the building in which this program and its staff will be housed.

### TOTAL DIRECT & INDIRECT CHARGES

Year 2

Item(s)	Rate	Cost
Direct Cost	\$457,132	\$453,447
Indirect Cost	0.1[(Direct – Contract – Rent) + 4(Chargeable Sub-awards)]	\$42,429
<b>Total</b>		<b>\$495,876</b>

### JUSTIFICATION

1. Indirect costs are based on the negotiated indirect cost rate agreement applied to direct costs to the agency as allowed in the agreement.

### BUDGET SUMMARY

Category	Year 2
Personnel	\$185,000
Fringe	\$26,650
Travel	\$1,121
Equipment	\$0
Supplies	\$111,524
Contractual	\$124,202
Other	\$4,950
Total Direct Charges	\$453,447
Total Indirect Charges	\$42,429
<b>Total Year 2 Project Costs</b>	<b>\$495,876</b>



## DEPARTMENTAL SUBMISSION

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

FILE NUMBER: Office of the Chief Financial Officer -  
Development & Grants-0096

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**\* RE:**

Submitting reso. autho. Authorization to submit a grant application to the Michigan State Police, Office of Highway Safety Planning for the FY 2021 405h Nonmotorized Safety Grant.

**\* SUMMARY:**

Authorization to submit a grant application to the Michigan State Police, Office of Highway Safety Planning for the FY 2021 405h Nonmotorized Safety Grant.

**\* RECOMMENDATION:**

Authorization to submit a grant application to the Michigan State Police, Office of Highway Safety Planning for the FY 2021 405h Nonmotorized Safety Grant. The Detroit Health Department is hereby requesting authorization from Detroit City Council to submit a grant application to the Michigan State Police, Office of Highway Safety Planning for the FY 2021 405h Nonmotorized Safety Grant. The amount being sought is \$217,658.00. The state share is \$217,658.00 of the approved amount, and there is a required match of \$54,415.00. The total project cost is \$272,073.00

**\* DEPARTMENTAL CONTACT:**

Name: Jalesa Beck  
Position: Administrative Assistant II

**\*=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

September 4, 2020

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 Michigan State Police, Office of Highway Safety Planning for the FY 2021 405h Nonmotorized Safety Grant**

The Detroit Health Department is hereby requesting authorization from Detroit City Council to submit a grant application to the Michigan State Police, Office of Highway Safety Planning for the FY 2021 405h Nonmotorized Safety Grant. The amount being sought is \$217,658.00. The state share is \$217,658.00 of the approved amount, and there is a required match of \$54,415.00. The total project cost is \$272,073.00.

The 405h Nonmotorized Safety Grant will enable the department to:

- Partner with schools, churches, and community organizations to educate Detroit citizens on pedestrian and bicyclists safety traffic law
- Educate Fire, Police, business and other public agencies

If the application is approved, a cash/in-kind match will be provided from appropriation 00068.

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

Sincerely,

DocuSigned by:  
  
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DocuSigned by:  
  
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Katerli Bounds  
Director, Office of Development and Grants  
CC:  
Sirene Abou-Chakra, Chief Development Officer  
Sajjiah Parker, Assistant Director, Grants

Office of Budget



## Office of Development and Grants

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### RESOLUTION

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

**WHEREAS**, the Detroit Health Department has requested authorization from City Council to submit a grant application to the Michigan State Police, Office of Highway Safety Planning, for the FY 2021 405h Nonmotorized Safety Grant, in the amount of \$217,658.00, to educate Detroit citizens on pedestrian and bicyclists safety traffic law; and

**WHEREAS**, the Health Department has \$54,415.00 available in its Fiscal Year 2021 Departmental allocation in appropriation 00068, for the City cash/in-kind match requirement; and

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

**THEREFORE BE IT RESOLVED**, the Health Department is hereby authorized to submit a grant application to the Michigan State Police, Office of Highway Safety Planning.



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

COLEMAN A. YOUNG MUNICIPAL CENTER  
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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](mailto:parkersa@detroitmi.gov) and Greg Andrews, Program Analyst IV, [andrewsgr@detroitmi.gov](mailto:andrewsgr@detroitmi.gov)

<b>City Department</b>	Health
<b>Date</b>	7/29/2020
<b>Department Contact Name</b>	Yolanda R. Hill-Ashford
<b>Department Contact Phone</b>	313-748-3998
<b>Department Contact Email</b>	hillashfordy@detroitmi.gov
<b>Grant Opportunity Title</b>	PS-20-02 City of Detroit Safe Routes Ambassadors Grant
<b>Grant Opportunity Funding Agency</b>	Office of Highway Safety and Planning (OHSP)/NHTSA
<b>Web Link to Opportunity Information</b>	The URL: <a href="https://msp.intelligrants.com/Login2.aspx?APPTHEME=MIMSP">https://msp.intelligrants.com/Login2.aspx?APPTHEME=MIMSP</a>
<b>Award Amount (that Department will apply for)</b>	\$217,658.00
<b>Application Due Date</b>	8/10/2020
<b>Anticipated Proposed Budget Amount</b>	\$272,073.00
<b>City Match Contribution Amount</b>	\$54,415.00
<b>Source of City Match (include Appropriation Number, Cost Center, and Object Code)</b>	Account String:1000-0068-250020-601100-000090-30036-0000-000000
<b>List of programs/services/activities to be funded and the Budget for each</b> <i>Sample:</i> - ABC Afterschool program: \$150,000 - XYZ Youth leadership program: \$100,000 - Salary/Benefits: \$95,000 - Supplies: \$5,000	Train more than 700 Detroit citizens on traffic laws designed to protect pedestrians and bicyclists via classroom, community based activities and events through partnering with local schools, churches, and community organizations. We will also educate fire, police, businesses and other public agencies.- \$272,073.00
<b>Brief Statement of Priorities/Purpose for the Application</b> <i>Sample: To support expansion of promising youth development programs in MNO neighborhood.</i>	Detroit was among the top rated cities for pedestrian and bicycle fatalities with 581 fatalities and 2,616 serious injuries in 2014-18. In an effort to reduce the number of fatalities and serious injuries we are building upon current city efforts with improved lighting and bicycle lanes to consistently provide education and information to the citizens of this city.
<b>Key Performance Indicators to be Used to Measure the Programs/Services/Activities</b> <i>Sample:</i> # of kids newly enrolled in ABC and XYZ % of kids from ABC who demonstrate improved educational performance	# of classroom education sessions # of citizens educated (stratified by age) #Community events #of first responders and public agencies educated on pedestrian and bicycle law # of business educated on pedestrian and bicycle law

**Denise Fair**

Director's Name (Please Print)

*Denise Fair*  
Director's Signature

August 12, 2020

Date



## DEPARTMENTAL SUBMISSION

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

FILE NUMBER: Office of the Chief Financial Officer -  
Development & Grants-0105

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**\* RE:**

Submitting reso. autho. Request to Accept and Appropriate the FY 2021 Medicaid CHIP Community Development Lead Hazard Control Program Grant.

**\* SUMMARY:**

**Request to Accept and Appropriate the FY 2021 Medicaid CHIP Community Development Lead Hazard Control Program Grant.**

**\* RECOMMENDATION:**

**Request to Accept and Appropriate the FY 2021 Medicaid CHIP Community Development Lead Hazard Control Program Grant.** The Michigan Department of Health and Human Services has awarded the City of Detroit Housing and Revitalization Department with the FY 2021 Medicaid CHIP Community Development Lead Hazard Control Program Grant for a total of \$1,274,300.00. There is no match requirement. The total project cost is \$1,274,300.00. The grant period is October 1, 2020 through September 30, 2021.

**\* DEPARTMENTAL CONTACT:**

Name: Jalesa Beck  
Position: Administrative Assistant II

**\*=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

August 25, 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 the FY 2021 Medicaid CHIP Community Development Lead Hazard Control Program Grant**

The Michigan Department of Health and Human Services has awarded the City of Detroit Housing and Revitalization Department with the FY 2021 Medicaid CHIP Community Development Lead Hazard Control Program Grant for a total of \$1,274,300.00. There is no match requirement. The total project cost is \$1,274,300.00. The grant period is October 1, 2020 through September 30, 2021.

The objective of the grant is to provide residential lead hazard control services to Detroit households with Medicaid-enrolled residents age 19 years and younger. The funding allotted to the department will be utilized to provide outreach, lead risk assessments, lead abatement, and lead service line replacements.

If approval is granted to accept and appropriate this funding, the appropriation number is 20839.

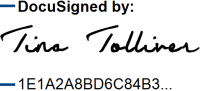
I respectfully ask your approval to accept and appropriate funding in accordance with the attached resolution.

Sincerely,  
DocuSigned by:

  
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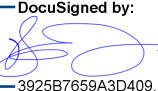
Katerli Bounds  
Director, Office of Development and Grants  
CC:  
Sirene Abou-Chakra, Chief Development Officer  
Sajjiah Parker, Assistant Director, Grants

DocuSigned by:

  
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Office of Budget

DocuSigned by:

  
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Agreement Approved as to Form  
By the Law Department



## Office of Development and Grants

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### RESOLUTION

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

**WHEREAS**, the Housing and Revitalization Department is requesting authorization to accept a grant of reimbursement from the Michigan Department of Health and Human Services, in the amount of \$1,274,300.00, to provide residential lead hazard control services to Detroit households with Medicaid-enrolled residents age 19 years and younger; 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 for the Office of Development and Grants is hereby authorized to sign 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 20839, in the amount of \$1,274,300.00, for the FY 2021 Medicaid CHIP Community Development Lead Hazard Control Program.

Agreement #:

**Grant Agreement Between  
Michigan Department of Health and Human Services  
hereinafter referred to as the "Department"  
and  
City of Detroit  
2 Woodward Avenue Ste 908  
Detroit MI 48226 2503  
Federal I.D.#: 38-6004606, DUNS#: 006530661  
hereinafter referred to as the "Grantee"**

**for**

**Medicaid CHIP Community Development Lead Hazard Control Program - 2021  
Part 1**

**1. Period of Agreement:**

This Agreement will commence on the date of the Grantee's signature or October 1, 2020, whichever is later, and continue through September 30, 2021. No activity will be performed and no costs to the state will be incurred prior to October 1, 2020 or the effective date of the Agreement, whichever is later. Throughout the Agreement, the date of the Grantee's signature or October 1, 2020, whichever is later, shall be referred to as the start date. This Agreement is in full force and effect for the period specified.

**2. Program Budget and Agreement Amount:**

**A. Agreement Amount**

The total amount of this Agreement is \$1,274,300.00. Under the terms of this Agreement, the Department will provide funding not to exceed \$1,274,300.00. The source of funding provided by the Department and approved indirect rate shall be followed as described in Attachment 1 of this Agreement, which is part of this Agreement.

The Agreement is designated as a:

- Subrecipient relationship (federal funding); or
- Recipient (non-federal funding).

The Agreement is designated as:

- Research and development project; or
- Not a research and development project.

**B. Equipment Purchases and Title**

Any Grantee equipment purchases supported in whole or in part through this Agreement must be listed in the supporting Equipment Inventory Schedule which should be attached to the Final Financial Status Report. Equipment means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Title to items having a unit acquisition cost of less than \$5,000 shall vest with the Grantee upon acquisition. The Department reserves the right to retain or transfer the title to all items of equipment having a unit acquisition cost of \$5,000 or more, to the extent that the Department's proportionate interest in such equipment supports such retention or transfer of title.

**C. Deviation Allowance**

A deviation allowance modifying an established budget category by \$10,000 or 15%, whichever is greater, is permissible without prior written approval of the Department. Any modification or deviations in excess of this provision, including any adjustment to the total amount of this Agreement, must be made in writing and executed by all parties through an amendment to this Agreement before the modifications can be implemented. This deviation allowance does not authorize new categories, subcontracts, equipment items or positions not shown in the attached Program Budget Summary and supporting detail schedules.

**3. Purpose:**

The focus of the program is to provide support for local communities to support lead hazard control services for Medicaid Children's Health Insurance Program (CHIP)-enrolled residents.

**4. Statement of Work:**

The Grantee agrees to undertake, perform and complete the activities described in Attachment A, which is part of this Agreement..

**5. Financial Requirements:**

The financial requirements shall be followed as described in Part 2 and Attachment B, which are part of this Agreement.

**6. Performance/Progress Report Requirements:**

The progress reporting methods shall be followed as described in Part 2 and Attachment C, which are part of this Agreement.

**7. General Provisions:**

The Grantee agrees to comply with the General Provisions as described in Part 2 and Attachment E, which are part of this Agreement.



**10. Special Conditions:**

- A. This Agreement is valid upon approval and execution by the Department which may be contingent upon approval by the State Administrative Board and signature by the Grantee.
- B. This Agreement is conditionally approved subject to and contingent upon the availability of funds.
- C. Based on the availability of funding, the Department may specify the amount of funding the Grantee may expend during a specific time period within the Agreement Period.
- D. The Department will not assume any responsibility or liability for costs incurred by the Grantee prior to the start date of this Agreement.
- E. The Grantee is required by 2004 PA 533 to receive payments by electronic funds transfer.

**11. Special Certification:**

The individual or officer signing this Agreement certifies by their signature that they are authorized to sign this Agreement on behalf of the responsible governing board, official or Grantee.

**12. Signature Section:**

**FOR the GRANTEE  
City of Detroit**

Katerl Bounds Director

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Name	Title	Date
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**For the Michigan Department of Health and Human Services**

Christine H. Sanches 08/18/2020

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Christine H. Sanches, Director	Date
Bureau of Grants and Purchasing	

**Part 2**  
**General Provisions**

**I. Responsibilities - Grantee**

The Grantee, in accordance with the general purposes and objectives of this Agreement shall:

**A. Publication Rights**

1. Copyright materials only when the Grantee exclusively develops books, films or other such copyrightable materials through activities supported by this Agreement. The copyrighted materials cannot include recipient information or personal identification data. Grantee provides the Department a royalty-free, non-exclusive and irrevocable license to reproduce, publish and use such materials copyrighted by the Grantee and authorizes others to reproduce and use such materials.
2. Obtain prior written authorization from the Department's Office of Communications for any materials copyrighted by the Grantee or modifications bearing acknowledgment of the Department's name prior to reproduction and use of such materials. The state of Michigan may modify the material copyrighted by the Grantee and may combine it with other copyrightable intellectual property to form a derivative work. The state of Michigan will own and hold all copyright and other intellectual property rights in any such derivative work, excluding any rights or interest granted in this Agreement to the Grantee. If the Grantee ceases to conduct business for any reason or ceases to support the copyrightable materials developed under this Agreement, the state of Michigan has the right to convert its licenses into transferable licenses to the extent consistent with any applicable obligations the Grantee has.
3. Obtain written authorization, at least 14 days in advance, from the Department's Office of Communications and give recognition to the Department in any and all publications, papers and presentations arising from the Agreement activities.
4. Notify the Department's Bureau of Grants and Purchasing 30 days before applying to register a copyright with the U.S. Copyright Office. The Grantee must submit an annual report for all copyrighted materials developed by the Grantee through activities supported by this Agreement and must submit a final invention statement and certification within 60 days of the end of the Agreement period.
5. Not make any media releases related to this Agreement, without prior written authorization from the Department's Office of Communications.

**B. Fees**

1. Guarantee that any claims made to the Department under this Agreement shall not be financed by any sources other than the Department under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to budget the additional source of funds and reflect the source of funding on the Financial Status Report.
2. Make reasonable efforts to collect 1st and 3rd party fees, where applicable, and report those collections on the Financial Status Report. Any under recoveries of otherwise available fees resulting from failure to bill for eligible activities will be excluded from reimbursable expenditures.

**C. Grant Program Operation**

Provide the necessary administrative, professional and technical staff for operation of the grant program. The Grantee must obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of this Agreement.

Use an accounting system that can identify and account for the funds received from each separate grant, regardless of funding source, and assure that grant funds are not commingled.

**D. Reporting**

Utilize all report forms and reporting formats required by the Department at the start date of this Agreement and provide the Department with timely review and commentary on any new report forms and reporting formats proposed for issuance thereafter.

**E. Record Maintenance/Retention**

Maintain adequate program and fiscal records and files, including source documentation, to support program activities and all expenditures made under the terms of this Agreement, as required. The Grantee must assure that all terms of the Agreement will be appropriately adhered to and that records and detailed documentation for the grant project or grant program identified in this Agreement will be maintained for a period of not less than four years from the date of termination, the date of submission of the final expenditure report or until litigation and audit findings have been resolved. This section applies to the Grantee, any parent, affiliate, or subsidiary organization of the Grantee and any subcontractor that performs activities in connection with this Agreement.

**F. Authorized Access**

1. Permit within 10 calendar days of providing notification and at reasonable times, access by authorized representatives of the Department, Federal Grantor Agency, Inspector Generals, Comptroller General of the United States and State Auditor General, or any of their duly authorized representatives, to records, papers, files, documentation

and personnel related to this Agreement, to the extent authorized by applicable state or federal law, rule or regulation.

2. Acknowledge the rights of access in this section are not limited to the required retention period. The rights of access will last as long as the records are retained.
3. Cooperate and provide reasonable assistance to authorized representatives of the Department and others when those individuals have access to the Grantee's grant records.

## **G. Audits**

This section only applies to Grantees designated as subrecipients by the Department (see Part 1, Section II.A.).

### 1. Required Audit or Audit Exemption Notice

Submit to the Department either a Single Audit, Financial Related Audit or Audit Exemption Notice as described below. A Financial Related Audit is applicable to for-profit Grantees that are designated as subrecipients. If submitting a Single Audit or Financial Related Audit, Grantees must also submit a corrective action plan prepared in accordance with 2 CFR 200.511(c) for any audit findings that impact the Department funded programs, and management letter (if issued) with a corrective action plan.

#### a. Single Audit

Grantees that are a state, local government or non-profit organization that expend \$750,000 or more in federal awards during the Grantee's fiscal year must submit a Single Audit to the Department, regardless of the amount of funding received from the Department. The Single Audit must comply with the requirements of 2 CFR 200 Subpart F. The Single Audit reporting package must include all components described in 2 CFR 200.512 (c).

#### b. Financial Related Audit

Grantees that are for-profit organizations that expend \$750,000 or more in federal awards during the Grantee's fiscal year must submit either a financial related audit prepared in accordance with Government Auditing Standards relating to all federal awards, or an audit that meets the requirements contained in 2 CFR 200 Subpart F, if required by the federal awarding agency.

c. Audit Exemption Notice

Grantees exempt from the Single Audit and Financial Related Audit requirements (a. and b. above) must submit an Audit Exemption Notice that certifies these exemptions. The template Audit Exemption Notice and further instructions are available at State of Michigan - MDHHS by selecting Inside MDHHS – MDHHS Audit - Audit Reporting.

2. Financial Statement Audit

Grantees exempt from the Single Audit and Financial Related Audit requirements (that are required to submit an Audit Exemption Notice as described above) must submit to the Department a Financial Statement Audit prepared in accordance with generally accepted auditing standards if the audit includes disclosures that may negatively impact the Department funded programs including but not limited to fraud, going concern uncertainties, financial statement misstatements and violations of the Agreement requirements. If submitting a Financial Statement Audit, Grantees must also submit a corrective action plan for any audit findings that impact the Department funded programs.

3. Due Date and Where to Send

Submit the required audit and any other required information (i.e., corrective action plan, and management letter with a corrective action plan), and/or Audit Exemption Notice to the Department within nine months after the end of the Grantee's fiscal year by e-mail to MDHHS-AuditReports@michigan.gov. The required submissions must be assembled in PDF files and compatible with Adobe Acrobat (read only). The subject line must state the agency name and fiscal year end. The Department reserves the right to request a hard copy of the audit materials if for any reason the electronic submission process is not successful.

4. Penalty

a. Delinquent Single Audit or Financial Related Audit

If the Grantee does not submit the required Single Audit or Financial Related Audit, including any management letter and applicable corrective action plan(s) within nine months after the end of the Grantee's fiscal year, the Department may withhold from any payment from the Department to the Grantee an amount equal to five percent of the audit year's grant funding (not to exceed \$200,000) until the required filing is received by the Department. The Department may retain the amount withheld if the Grantee is more than 120 days delinquent in meeting the filing requirements. The Department may terminate

any current grant agreements if the Grantee is more than 180 days delinquent in meeting the filing requirements.

b. Delinquent Audit Exemption Notice

Failure to submit the Audit Exemption Notice, when required, may result in withholding from any payment from Department to the Grantee an amount equal to one percent of the audit year's grant funding until the Audit Exemption Notice is received.

5. Other Audits

The Department or federal agencies may also conduct or arrange for agreed upon procedures or additional audits to meet their needs.

**H. Subrecipient/Contractor Monitoring**

1. When passing federal funds through to a subrecipient (if the Agreement does not prohibit the passing of federal funds through to a subrecipient), the Grantee must:

- a. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the information required by 2 CFR 200.331 (a).
- b. Ensure the subrecipient complies with all the requirements of this Agreement.
- c. Evaluate each subrecipient's risk for noncompliance as required by 2 CFR 200.331(b).
- d. Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations and the terms and conditions of the subawards; that subaward performance goals are achieved; and that all monitoring requirements of 2 CFR 200.331(d) are met including reviewing financial and programmatic reports, following up on corrective actions and issuing management decisions for audit findings.
- e. Verify that every subrecipient is audited as required by 2 CFR 200 Subpart F.

2. Develop a subrecipient monitoring plan that addresses the above requirements and provides reasonable assurance that the subrecipient administers federal awards in compliance with laws, regulations and the provisions of this Agreement, and that performance goals are achieved. The subrecipient monitoring plan should include a risk-based assessment to determine the level of oversight and monitoring activities, such as reviewing financial and performance reports, performing site visits and maintaining regular contact with subrecipients.

3. Establish requirements to ensure compliance for for-profit subrecipients as required by 2 CFR 200.501(h), as applicable.

4. Ensure that transactions with subrecipients/contractors comply with laws, regulations and provisions of contracts or grant agreements in compliance with 2 CFR 200.501(h), as applicable.

**I. Notification of Modifications**

Provide timely notification to the Department, in writing, of any action by its governing board or any other funding source that would require or result in significant modification in the provision of activities, funding or compliance with operational procedures.

**J. Software Compliance**

Ensure software compliance and compatibility with the Department's data systems for activities provided under this Agreement, including but not limited to stored data, databases and interfaces for the production of work products and reports. All required data under this Agreement shall be provided in an accurate and timely manner without interruption, failure or errors due to the inaccuracy of the Grantee's business operations for processing data. All information systems, electronic or hard copy, that contain state or federal data must be protected from unauthorized access.

**K. Human Subjects**

Comply with Federal Policy for the Protection of Human Subjects, 45 CFR 46. The Grantee agrees that prior to the initiation of the research, the Grantee will submit Institutional Review Board (IRB) application material for all research involving human subjects, which is conducted in programs sponsored by the Department or in programs which receive funding from or through the state of Michigan, to the Department's IRB for review and approval, or the IRB application and approval materials for acceptance of the review of another IRB. All such research must be approved by a federally assured IRB, but the Department's IRB can only accept the review and approval of another institution's IRB under a formally approved interdepartmental agreement. The manner of the review will be agreed upon between the Department's IRB Chairperson and the Grantee's authorized official.

**L. Mandatory Disclosures**

1. Disclose to the Department in writing within 14 days of receiving notice of any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") involving Grantee, a subcontractor or an officer or director of Grantee or subcontractor that arises during the term of this Agreement including:
  - a. All violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the Agreement.
  - b. A criminal Proceeding;
  - c. A parole or probation Proceeding;
  - d. A Proceeding under the Sarbanes-Oxley Act;

- e. A civil Proceeding involving:
  - 1. A claim that might reasonably be expected to adversely affect Grantee's viability or financial stability; or
  - 2. A governmental or public entity's claim or written allegation of fraud; or
- f. A Proceeding involving any license that Grantee is required to possess in order to perform under this Agreement.
- 2. Notify the Department, at least 90 calendar days before the effective date, of a change in Grantee's ownership or executive management.

**M. Statement of Work Progress Reports**

Submit quarterly Statement of Work progress reports to the Department via the <http://egram-mi.com/mdhhs> website by the 15th of the month following the end of the quarter and a final report no later than 15 days following the end of this Agreement.

**N. Conflict of Interest and Code of Conduct Standards**

- 1. Be subject to the provisions of 1968 PA 317, as amended, 1973 PA 196, as amended, and 2 CFR 200.318 (c)(1) and (2).
- 2. Uphold high ethical standards and be prohibited from the following:
  - a. Holding or acquiring an interest that would conflict with this Agreement;
  - b. Doing anything that creates an appearance of impropriety with respect to the award or performance of this Agreement;
  - c. Attempting to influence or appearing to influence any state employee by the direct or indirect offer of anything of value; or
  - d. Paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of this Agreement.
- 3. Immediately notify the Department of any violation or potential violation of these standards. This section applies to Grantee, any parent, affiliate or subsidiary organization of Grantee, and any subcontractor that performs activities in connection with this Agreement.

**O. Travel Costs**

- 1. Be reimbursed for travel cost (including mileage, meals and lodging) budgeted and incurred related to activities provided under this Agreement.
  - a. If the Grantee has a documented policy related to travel reimbursement for employees and if the Grantee follows that documented policy, the Department will reimburse the Grantee for travel costs at the Grantee's documented reimbursement

rate for employees. Otherwise, the state of Michigan travel reimbursement rate applies.

- b. State of Michigan travel rates may be found at the following website: [http://www.michigan.gov/dtmb/0,5552,7-358-82548\\_13132---,00.html](http://www.michigan.gov/dtmb/0,5552,7-358-82548_13132---,00.html).
- c. International travel must be preapproved by the Department and itemized in the budget.

**P. Federal Funding Accountability and Transparency Act (FFATA)**

1. Complete and upload the FFATA Executive Compensation report to the EGrAMS agency profile if:
  - a. The Grantee's federal revenue was 80% or more of the Grantee's annual gross revenue; AND
  - b. Grantee's gross revenue from federal awards was \$25,000,000 or more; AND
  - c. The public does not have access to the information about executive officers' compensation through periodic reports filed under Section 13(a) or 15 (d) of the Securities Exchange Act of 1934 or Section 6104 of the Internal Revenue Code of 1986.
2. The FFATA Executive Compensation report template can be found in EGrAMS documents.

**Q. Insurance Requirements**

1. Maintain at least a minimum of the insurances or governmental self-insurances listed below and be responsible for all deductibles. All required insurance or self-insurance must:
  - a. Protect the state of Michigan from claims that may arise out of, are alleged to arise out of, or result from Grantee's or a subcontractor's performance;
  - b. Be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the state; and
  - c. Be provided by a company with an A.M. Best rating of "A-" or better and a financial size of VII or better.
2. Insurance Types
  - a. Commercial General Liability Insurance or Governmental Self-Insurance: Except for Governmental Self-Insurance, policies must be endorsed to add "the state of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 04.

If the Grantee will interact with children, schools, or the

cognitively impaired, the Grantee must maintain appropriate insurance coverage related to sexual abuse and molestation liability.

- b. Workers' Compensation Insurance or Governmental Self-Insurance: Coverage according to applicable laws governing work activities. Policies must include waiver of subrogation, except where waiver is prohibited by law.
  - c. Employers Liability Insurance or Governmental Self-Insurance.
  - d. Privacy and Security Liability (Cyber Liability) Insurance: cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
3. Require that subcontractors maintain the required insurances contained in this Section.
  4. This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of the Grantee from any obligations under this Agreement.
  5. Each Party must promptly notify the other Party of any knowledge regarding an occurrence which the notifying Party reasonably believes may result in a claim against either Party. The Parties must cooperate with each other regarding such claim.

**R. Fiscal Questionnaire**

1. Complete and upload the yearly fiscal questionnaire to the EGrAMS agency profile within three months of the start of the agreement.
2. The fiscal questionnaire template can be found in EGrAMS documents.

**S. Criminal Background Check**

1. Conduct or cause to be conducted a search that reveals information similar or substantially similar to information found on an Internet Criminal History Access Tool (ICHAT) check and a national and state sex offender registry check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who under this Agreement works directly with clients or has access to client information.
  - a. ICHAT: <http://apps.michigan.gov/ichat>
  - b. Michigan Public Sex Offender Registry: <http://www.mipsor.state.mi.us>
  - c. National Sex Offender Registry: <http://www.nsopw.gov>
2. Conduct or cause to be conducted a Central Registry (CR) check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who under this Agreement works directly with children.

- a. Central Registry: [http://www.michigan.gov/mdhhs/0,5885,7-339-73971\\_7119\\_50648\\_48330-180331--,00.html](http://www.michigan.gov/mdhhs/0,5885,7-339-73971_7119_50648_48330-180331--,00.html)
3. Require each new employee, employee, subcontractor, subcontractor employee or volunteer who, under this Agreement, works directly with clients or who has access to client information to notify the Grantee in writing of criminal convictions (felony or misdemeanor), pending felony charges, or placement on the Central Registry as a perpetrator, at hire or within 10 days of the event after hiring.
4. Determine whether to prohibit any employee, subcontractor, subcontractor employee, or volunteer from performing work directly with clients or accessing client information related to clients under this Agreement, based on the results of a positive ICHAT response or reported criminal felony conviction or perpetrator identification.
5. Determine whether to prohibit any employee, subcontractor, subcontractor employee or volunteer from performing work directly with children under this Agreement, based on the results of a positive CR response or reported perpetrator identification.
6. Require any employee, subcontractor, subcontractor employee or volunteer who may have access to any databases of information maintained by the federal government that contain confidential or personal information, including but not limited to federal tax information, to have a fingerprint background check performed by the Michigan State Police.

## II. Responsibilities - Department

The Department in accordance with the general purposes and objectives of this Agreement will:

### A. Reimbursement

Provide reimbursement in accordance with the terms and conditions of this Agreement based upon appropriate reports, records and documentation maintained by the Grantee.

### B. Report Forms

Provide any report forms and reporting formats required by the Department at the start date of this Agreement, and provide to the Grantee any new report forms and reporting formats proposed for issuance thereafter at least 30 days prior to their required usage in order to afford the Grantee an opportunity to review.

## III. Assurances

The following assurances are hereby given to the Department:

### A. Compliance with Applicable Laws

The Grantee will comply with applicable federal and state laws, guidelines, rules and regulations in carrying out the terms of this Agreement. The Grantee

will also comply with all applicable general administrative requirements, such as 2 CFR 200, covering cost principles, grant/agreement principles and audits, in carrying out the terms of this Agreement. The Grantee will comply with all applicable requirements in the original grant awarded to the Department if the Grantee is a subgrantee. The Department may determine that the Grantee has not complied with applicable federal or state laws, guidelines, rules and regulations in carrying out the terms of this Agreement and may then terminate this Agreement under Part 2, Section V.

**B. Anti-Lobbying Act**

The Grantee will comply with the Anti-Lobbying Act (31 USC 1352) as revised by the Lobbying Disclosure Act of 1995 (2 USC 1601 et seq.), Federal Acquisition Regulations 52.203.11 and 52.203.12, and Section 503 of the Departments of Labor, Health & Human Services and Education, and Related Agencies section of the current FY Omnibus Consolidated Appropriations Act. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**C. Non-Discrimination**

1. The Grantee must comply with the Department's non-discrimination statement: The Michigan Department of Health and Human Services will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, height, weight, marital status, gender identification or expression, sexual orientation, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The Grantee further agrees that every subcontract entered into for the performance of any contract or purchase order resulting therefrom, will contain a provision requiring non-discrimination in employment, activity delivery and access, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot-Larsen Civil Rights Act (1976 PA 453, as amended; MCL 37.2101 et seq.) and the Persons with Disabilities Civil Rights Act (1976 PA 220, as amended; MCL 37.1101 et seq.), and any breach thereof may be regarded as a material breach of this Agreement.
2. The Grantee will comply with all federal and state statutes relating to nondiscrimination. These include but are not limited to:
  - a. Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination based on race, color or national origin;
  - b. Title IX of the Education Amendments of 1972, as amended (20 USC 1681-1683, 1685-1686), which prohibits discrimination based on sex;

- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794), which prohibits discrimination based on disabilities;
  - d. The Age Discrimination Act of 1975, as amended (42 USC 6101-6107), which prohibits discrimination based on age;
  - e. The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination based on drug abuse;
  - f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616) as amended, relating to nondiscrimination based on alcohol abuse or alcoholism;
  - g. Sections 523 and 527 of the Public Health Service Act of 1944 (42 USC 290dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records;
  - h. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and,
  - i. The requirements of any other nondiscrimination statute(s) which may apply to the application.
3. Additionally, assurance is given to the Department that proactive efforts will be made to identify and encourage the participation of minority-owned and women- owned businesses, and businesses owned by persons with disabilities in contract solicitations. The Grantee shall include language in all contracts awarded under this Agreement which (1) prohibits discrimination against minority-owned and women-owned businesses and businesses owned by persons with disabilities in subcontracting; and (2) makes discrimination a material breach of contract.

**D. Debarment and Suspension**

The Grantee will comply with federal regulation 2 CFR 180 and certifies to the best of its knowledge and belief that it, its employees and its subcontractors:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or contractor;
- 2. Have not within a five-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) or private transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims,

or obstruction of justice;

3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section 2;
4. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default; and
5. Have not committed an act of so serious or compelling a nature that it affects the Grantee's present responsibilities.

**E. Federal Requirement: Pro-Children Act**

1. The Grantee will comply with the Pro-Children Act of 1994 (PL 103-227; 20 USC 6081, et seq.), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by and used routinely or regularly for the provision of health, day care, early childhood development activities, education or library activities to children under the age of 18, if the activities are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's activities that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's activities provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; activity providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, and Children (WIC) coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The Grantee also assures that this language will be included in any subawards which contain provisions for children's activities.
2. The Grantee also assures, in addition to compliance with PL 103-227, any activity or activity funded in whole or in part through this Agreement will be delivered in a smoke-free facility or environment. Smoking shall not be permitted anywhere in the facility, or those parts of the facility under the control of the Grantee. If activities are delivered in facilities or areas that are not under the control of the Grantee (e.g., a mall, restaurant or private work site), the activities shall be smoke-free.

**F. Hatch Act and Intergovernmental Personnel Act**

The Grantee will comply with the Hatch Act (5 USC 1501-1508, 5 USC 7321-7326), and the Intergovernmental Personnel Act of 1970 (PL 91-648) as amended by Title VI of the Civil Service Reform Act of 1978 (PL 95-454). Federal funds cannot be used for partisan political purposes of any kind by any

person or organization involved in the administration of federally assisted programs.

**G. Employee Whistleblower Protections**

The Grantee will comply with 41 USC 4712 and shall insert this clause in all subcontracts.

**H. Clean Air Act and Federal Water Pollution Control Act**

The Grantee will comply with the Clean Air Act (42 USC 7401-7671(q)) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended.

1. This Agreement and anyone working on this Agreement will be subject to the Clean Air Act and Federal Water Pollution Control Act and must comply with all applicable standards, orders or regulations issued pursuant to these Acts. Violations must be reported to the Department.

**I. Victims of Trafficking and Violence Protection Act**

The Grantee will comply with the Victims of Trafficking and Violence Protection Act of 2000 (PL 106-386), as amended.

1. This Agreement and anyone working on this Agreement will be subject to PL 106-386 and must comply with all applicable standards, orders or regulations issued pursuant to this Act. Violations must be reported to the Department.

**J. Procurement of Recovered Materials**

The Grantee will comply with section 6002 of the Solid Waste Disposal Act of 1965 (PL 89-272), as amended.

1. This Agreement and anyone working on this Agreement will be subject to section 6002 of PL 89-272, as amended, and must comply with all applicable standards, orders or regulations issued pursuant to this act. Violations must be reported to the Department.

**K. Subcontracts**

For any subcontracted activity, activity or product, the Grantee will ensure:

1. That a written subcontract is executed by all affected parties prior to the initiation of any new subcontract activity. Exceptions to this policy may be granted by the Department if the Grantee asks the Department in writing within 30 days of execution of the Agreement.
2. That any executed subcontract to this Agreement shall require the subcontractor to comply with all applicable terms and conditions of this Agreement. In the event of a conflict between this Agreement and the provisions of the subcontract, the provisions of this Agreement shall prevail.

A conflict between this Agreement and a subcontract, however, shall not be deemed to exist where the subcontract:

- a. Contains additional non-conflicting provisions not set forth in this Agreement
- b. Restates provisions of this Agreement to afford the Grantee the same or substantially the same rights and privileges as the Department; or
- c. Requires the subcontractor to perform duties and/or activities in less time than that afforded the Grantee in this Agreement.
3. That the subcontract does not affect the Grantee's accountability to the Department for the subcontracted activity.
4. That any billing or request for reimbursement for subcontract costs is supported by a valid subcontract and adequate source documentation on costs and activities.
5. That the Grantee will submit a copy of the executed subcontract if requested by the Department.

**L. Procurement**

Grantee will ensure that all purchase transactions, whether negotiated or advertised, shall be conducted openly and competitively in accordance with the principles and requirements of 2 CFR 200. Funding from this Agreement shall not be used for the purchase of foreign goods or activities. Records shall be sufficient to document the significant history of all purchases and shall be maintained for a minimum of three years after the end of the Agreement period.

**M. Health Insurance Portability and Accountability Act**

To the extent that the Health Insurance Portability and Accountability Act (HIPAA) is applicable to the Grantee under this Agreement, the Grantee assures that it is in compliance with requirements of HIPAA including the following:

1. The Grantee must not share any protected health information provided by the Department that is covered by HIPAA except as permitted or required by applicable law; or to a subcontractor as appropriate under this Agreement.
2. The Grantee will ensure that any subcontractor will have the same obligations as the Grantee not to share any protected health data and information from the Department that falls under HIPAA requirements in the terms and conditions of the subcontract.
3. The Grantee must only use the protected health data and information for the purposes of this Agreement.
4. The Grantee must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Grantee's employees.
5. The Grantee must have a policy and procedure to immediately report to the Department any suspected or confirmed unauthorized use or disclosure of protected health information that falls under the HIPAA requirements of which the Grantee becomes aware. The Grantee will work with the Department to mitigate the breach and will provide assurances to the Department of corrective actions to prevent further unauthorized uses or disclosures. The Department may demand specific corrective actions and assurances and the Grantee must provide the same to the Department.
6. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Part 2, Section V.
7. In accordance with HIPAA requirements, the Grantee is liable for any claim, loss or damage relating to unauthorized use or disclosure of protected health data and information, including without limitation the Department's costs in responding to a breach, received by the Grantee from the Department or any other source.
8. The Grantee will enter into a business associate agreement should the Department determine such an agreement is required under HIPAA.

**N. Website Incorporation**

The Department is not bound by any content on Grantee's website unless expressly incorporated directly into this Agreement. The Department is not bound by any end user license agreement or terms of use unless specifically incorporated in this Agreement or any other agreement signed by the Department. The Grantee may not refer to the Department on the Grantee's website without the prior written approval of the Department.

**O. Survival**

The provisions of this Agreement that impose continuing obligations will survive the expiration or termination of this Agreement.

**P. Non-Disclosure of Confidential Information**

1. The Grantee agrees that it will use confidential information solely for the purpose of this Agreement. The Grantee agrees to hold all confidential information in strict confidence and not to copy, reproduce, sell, transfer or otherwise dispose of, give or disclose such confidential information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such confidential information for any purpose whatsoever other than the performance of this Agreement. The Grantee must take all reasonable precautions to safeguard the confidential information. These precautions must be at least as great as the precautions the Grantee takes to protect its own confidential or proprietary information.

2. Meaning of Confidential Information

For the purpose of this Agreement the term “confidential information” means all information and documentation that:

- a. Has been marked “confidential” or with words or similar meaning, at the time of disclosure by such party;
- b. If disclosed orally or not marked “confidential” or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked “confidential” or with words of similar meaning;
- c. Should reasonably be recognized as confidential information of the disclosing party;
- d. Is unpublished or not available to the general public; or
- e. Is designated by law as confidential.

3. The term “confidential information” does not include any information or documentation that was:

- a. Subject to disclosure under the Michigan Freedom of Information Act (FOIA);
- b. Already in the possession of the receiving party without an obligation of confidentiality;
- c. Developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party’s proprietary rights;
- d. Obtained from a source other than the disclosing party without an obligation of confidentiality; or
- e. Publicly available when received or thereafter became publicly available (other than through an unauthorized disclosure by,

through or on behalf of, the receiving party)

4. The Grantee must notify the Department within one business day after discovering any unauthorized use or disclosure of Confidential Information. The Grantee will cooperate with the Department in every way possible to regain possession of the Confidential Information and prevent further unauthorized use or disclosure.

**Q. Cap on Salaries**

None of the funds awarded to the Grantee through this Agreement shall be used to pay, either through a grant or other external mechanism, the salary of an individual at a rate in excess of Executive Level II. The current rates of pay for the Executive Schedule are located on the United States Office of Personnel Management web site, <http://www.opm.gov>, by navigating to Policy — Pay & Leave — Salaries & Wages. The salary rate limitation does not restrict the salary that a Grantee may pay an individual under its employment; rather, it merely limits the portion of that salary that may be paid with funds from this Agreement.

**IV. Financial Requirements**

**A. Operating Advance**

An operating advance may be requested by the Grantee to assist with program operations. The request should be addressed to the Contract Manager identified in Part 1, Section VIII. The operating advance will be administered as follows:

1. The operating advance amount requested must be reasonable in relation to factors including but not limited to program requirements, the period of the Agreement, and the financial obligation. In no case may the advance exceed the amount required for 60 days of operating expenses. Operating advances will be monitored and adjusted by the Department relative to the Agreement amount.
2. The operating advance must be recorded as an account payable liability to the Department in the Grantee's financial records. The operating advance payable liability must remain in the Grantee's financial records until fully recovered by the Department.
3. The reimbursement for actual expenditures by the Department should be used by the Grantee to replenish the operating advance used for program operations.
4. The operating advance must be returned to the Department within 30 days of the end date of this Agreement unless the Grantee has a recurring agreement with the Department. Subsequent Department agreements may not be executed if an outstanding operational advance has not been repaid.

The Department may obtain the Michigan Department of Treasury's

assistance in collecting outstanding operating advances. The Department will comply with the Michigan Department of Treasury's Due Process procedures prior to forwarding claims to Treasury. Specific Due Process procedures include the following:

- a. An offer from the Department of a hearing to dispute the debt, identifying the time, place and date of such hearing.
  - b. A hearing by an impartial official.
  - c. An opportunity for the Grantee to examine the Department's associated records.
  - d. An opportunity for the Grantee to present evidence in person or in writing.
  - e. A hearing official with full authority to correct errors and decide not to forward debt to Treasury.
  - f. Grantee representation by an attorney and presentation of witnesses if necessary.
5. If the Grantee has a recurring agreement with the Department, the Department requires an annual confirmation of the outstanding operating advance. At the end of either the Agreement period or Department's fiscal year, whichever is first, the Grantee must respond to the Department's request for confirmation of the operating advance. Failure to respond to the confirmation request may result in the Department recovering all or part of an outstanding operating advance.

**B. Reimbursement Method**

The Grantee will be paid for allowable expenditures incurred by the Grantee, submitted for reimbursement on the Financial Status Reports (FSRs) and approved by the Department. Reimbursement from the Department is based on the understanding that Department funds will be paid up to the total Department allocation as agreed to in the approved budget. Department funds are the first source after the application of fees and earmarked sources unless a specific local match condition exists.

**C. Financial Status Report Submission**

The Grantee shall electronically prepare and submit FSRs to the Department via the EGrAMS website <http://egram-mi.com/mdhhs>.

FSRs must be submitted on a monthly basis, no later than 30 days after the close of each calendar month. The monthly FSRs must reflect total actual program expenditures, up to the total agreement amount. Failure to meet financial reporting responsibilities as identified in this Agreement may result in withholding future payments.

The grantee employee who submits the FSR is certifying to the best of their knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and

objectives set forth in the terms and conditions of this Agreement. The individual submitting the FSR should be aware that any false, fictitious or fraudulent information, or the omission of any material facts, may subject them to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

The instructions for completing the FSR form are available on the EGrAMS website <http://egram-mi.com/mdhhs>. Send FSR questions to [FSRMDHHS@michigan.gov](mailto:FSRMDHHS@michigan.gov).

**D. Reimbursement Mechanism**

All Grantees must sign up using the on-line vendor self-service site to receive all state of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits, as mandated by MCL 18.1283a. Vendor registration information is available through the Department of Technology Management and Budget's web site: <https://www.michigan.gov/sigmavss>.

**E. Final Obligations and Financial Status Reporting Requirements**

1. Obligation Report

The Obligation Report, based on annual guidelines, must be submitted by the due date established by and using the format provided by the Department's Expenditures Operations Division. The Grantee must provide an estimate of total expenditures for the entire Agreement period. The information on the report will be used to record the Department's year-end accounts payable and receivable for this Agreement.

2. Department-wide Payment Suspension

A temporary payment suspension is in effect on agreements during the Department's year-end closing period. The Department will notify the Grantee of the date by which FSRs should be submitted to ensure payment prior to the payment suspension period.

3. Final FSRs

Final FSRs are due 30 days following the end of the Agreement period. The final FSR must be clearly marked "Final." Final FSRs not received by the due date may result in the loss of funding requested on the Obligation Report and may result in a potential reduction in a subsequent year's Agreement amount.

**F. Unobligated Funds**

Any unobligated balance of funds held by the Grantee at the end of the Agreement period will be returned to the Department within 30 days of the end of the Agreement or treated in accordance with instructions provided by the Department.

**G. Indirect Costs**

The Grantee may use an approved federal or state indirect rate in their budget calculations and financial status reporting. If the Grantee does not have an existing approved federal or state indirect rate, they may use a 10% de minimis rate in accordance with 2 CFR 200 to recover their indirect costs.

**V. Agreement Termination**

This Agreement may be terminated without further liability or penalty to the Department for any of the following reasons:

- A. By either party by giving 30 days written notice to the other party stating the reasons for termination and the effective date.
- B. By either party with 30 days written notice upon the failure of either party to carry out the terms and conditions of this Agreement, provided the alleged defaulting party is given notice of the alleged breach and fails to cure the default within the 30-day period.
- C. Immediately if the Grantee or an official of the Grantee or an owner is convicted of any activity referenced in Part 2 Section III. D. of this Agreement during the term of this Agreement or any extension thereof.

**VI. Stop Work Order**

The Department may suspend any or all activities under this Agreement at any time. The Department will provide the Grantee with a written stop work order detailing the suspension. Grantee must comply with the stop work order upon receipt. The Department will not pay for activities, Grantee's incurred expenses or financial losses, or any additional compensation during a stop work period.

**VII. Final Reporting Upon Termination**

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

**VIII. Severability**

If any part of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, that part will be deemed deleted from this Agreement and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining parts of the Agreement will continue in full force and effect.

**IX. Waiver**

Failure by the Department to enforce any provision of this Agreement will not constitute a waiver of the Department's right to enforce any other provision of this Agreement.

**X. Amendments**

Any changes to this Agreement will be valid only if made in writing and executed by all parties through an amendment to this Agreement. Any change proposed by the Grantee which would affect the Department funding of any project must be submitted in writing to the Department for approval immediately upon determining the need for such change. The Grantee shall, upon request of the Department and receipt of a proposed amendment, amend this Agreement.

**XI. Liability**

The Grantee assumes all liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct activity delivery, to be carried out by the Grantee in the performance of this agreement, under the following conditions:

- A. The liability, loss, or damage is caused by, or arises out of, the actions of or failure to act on the part of the Grantee, any of its subcontractors, or anyone directly or indirectly employed by the Grantee.
- B. Nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Grantee or its employees by statute or court decisions.

The Department is not liable for consequential, incidental, indirect or special damages, regardless of the nature of the action.

**XII. State of Michigan Agreement**

This is a state of Michigan Agreement and must be exclusively governed by the laws and construed by the laws of Michigan, excluding Michigan's choice-of-law principle. All claims related to or arising out of this Agreement, or its breach, whether sounding in contract, tort, or otherwise, must likewise be governed exclusively by the laws of Michigan, excluding Michigan's choice-of-law principles. Any dispute as a result of this Agreement shall be resolved in the state of Michigan.

**Attachment 1**

**MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES SCHEDULE OF FINANCIAL ASSISTANCE**

**City of Detroit**

Source of Funds		Catalog of Federal Domestic Assistance (CFDA)		Federal Award				
Federal / State	Federal Agency Name	Number	Title	Award Number	Title	Federal Award Identification No.	Award Date	Amount
Federal (03000)	Department of Health and Human Services	93.767	Children's Health Insurance Program	253005 (20)	TXXI SCHIP	TBD		1,274,300.00
			Total Allocation					1,274,300.00

The federal funding provided by the Department is \$1,274,300.00.

**Attachment 1b - APPROVED INDIRECT RATE**

**APPROVED INDIRECT RATE (S)**

Rate Description	Indirect Rate %	Rate Base \$	Total Approved Indirect Costs
Total Approved Indirect Costs			

**A Attachment A - Statement of Work**

- Objective :** Implement Enrollee Engagement utilizing the Prioritization Plan/Process
- Activity :** Identify and implement targeted outreach efforts including: 1) number of prioritized families to be contacted; and 2) projected number of applicants
- Responsible Staff :** HRD and DHD
- Date Range :** 10/01/2020
- Expected Outcome :** Qualify applicants for the program based on enrollee engagement protocol and prioritization plan
- Measurement :** A minimum of 50 families will be contacted via targeted outreach efforts.  
A minimum of 23 families will apply for Detroit's CHIP grant program.
- Objective :** Complete Abatement Projects
- Activity :** Number of LIRA and/or EBL Investigations projected
- Responsible Staff :** HRD
- Date Range :** 10/01/2020 - 06/01/2021
- Expected Outcome :** HRD anticipates completing 33 LIRA and/or EBL investigations.
- Measurement :** A minimum of 33 LIRAs and/or EBL investigations
- Activity :** Number of Projects in Progress (awarded bids)
- Responsible Staff :** HRD
- Date Range :** 10/01/2020 - 06/30/2021
- Expected Outcome :** HRD has set a goal to award and complete lead hazard reduction at a minimum of 23 properties
- Measurement :** A minimum of 23 lead hazard reduction projects will be awarded and completed
- Activity :** Number of Projects Completed and Cleared
- Responsible Staff :** HRD
- Date Range :** 10/01/2020 - 09/30/2021
- Expected Outcome :** HRD anticipates completing and clearing a minimum of 23 homes in the City of Detroit
- Measurement :** A minimum of 23 homes will be completed and cleared.
- Objective :** Update policies and procedures, including a quality assurance plan.
- Activity :** Review current plans and make necessary changes and updates
- Responsible Staff :** HRD
- Date Range :** 10/01/2020 - 12/30/2020
- Expected Outcome :** To have updated Policy and Procedures including Quality Insurance Plan for all CHIP staff use.
- Measurement :** CHIP grant policies, current procedures and quality assurance plans. The documents will be updated as program guidelines are adopted.
- Objective :** Establish and formalize partnerships, including:
- Activity :** Review MOUs and DUAs with partnering organizations/agencies, determine if revisions or updates are necessary to agreements.
- Responsible Staff :** HRD, DHD, DWSD
- Date Range :** 10/01/2020 - 12/31/2020
- Expected Outcome :** Updated MOUs and/or Data Use Agreement with MDHHS, DHD and DWSD.
- Measurement :** Review current Agreements with DHD and MDHHS, DWSD and update where necessary.
- Activity :** Number of contractors retained

**Responsible Staff :** HRD  
**Date Range :** 10/01/2020 - 09/30/2021  
**Expected Outcome :** Maintain current list of qualified contractors and continue to solicit and receive contractor applications for the Program  
**Measurement :** Qualifying list of approved qualified contractors to perform lead abatement work.

**Activity :** Coordination with municipalities regarding service line replacement  
**Responsible Staff :** HRD  
**Date Range :** 10/01/2020 - 09/30/2021  
**Expected Outcome :** Coordinate with the Detroit Water and Sewerage Department as necessary on service line replacement  
**Measurement :** As needed, coordinate with DWSD on service line replacement. Number of service lines in need of replacement is unclear, however it is expected to be a small number.

**Objective :** Identify and provide family services as applicable, including:

**Activity :** Temporary relocation  
**Responsible Staff :** HRD  
**Date Range :** 10/01/2020 - 09/30/2021  
**Expected Outcome :** Families with no other relocation options will be provided funding on their behalf to relocate to lead-safe housing while lead work is being conducted on their home.  
**Measurement :** HRD anticipates no more than 15 families needing relocation assistance requiring funding from CHIP.

**Activity :** Lead education information provided to family  
**Responsible Staff :** DHD  
**Date Range :** 10/01/2020 - 03/30/2021  
**Expected Outcome :** DHD will work with families through both their door knocking initiative and through outreach directly to families with EBLs as identified through the list provided from the State.  
**Measurement :** DHD will identify and provide lead education to clients and health fairs held throughout the year

**B1 Attachment B1 - Program Budget Summary**

<b>PROGRAM</b> Medicaid CHIP Community Development Lead Hazard Control Program - 2021			<b>DATE PREPARED</b> 8/18/2020	
<b>CONTRACTOR NAME</b> City of Detroit			<b>BUDGET PERIOD</b> From : 10/1/2020 To : 9/30/2021	
<b>MAILING ADDRESS (Number and Street)</b> 2 Woodward Avenue Ste 908			<b>BUDGET AGREEMENT</b> <input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment	
			<b>AMENDMENT #</b> 0	
<b>CITY</b> Detroit	<b>STATE</b> MI	<b>ZIP CODE</b> 48226-2503	<b>FEDERAL ID NUMBER</b> 38-6004606	

	Category	Total	Amount
<b>DIRECT EXPENSES</b>			
<b>Program Expenses</b>			
1	Salary & Wages	131,000.00	131,000.00
2	Fringe Benefits	35,640.00	35,640.00
3	Travel	1,712.00	1,712.00
4	Supplies & Materials	648.00	648.00
5	Contractual	1,090,300.00	1,090,300.00
6	Equipment	0.00	0.00
7	Other Expense	15,000.00	15,000.00
<b>Total Program Expenses</b>		1,274,300.00	1,274,300.00
<b>TOTAL DIRECT EXPENSES</b>		1,274,300.00	1,274,300.00
<b>INDIRECT EXPENSES</b>			
<b>Indirect Costs</b>			
1	Indirect Costs	0.00	0.00
2	Cost Allocation Plan	0.00	0.00
<b>Total Indirect Costs</b>		0.00	0.00
<b>TOTAL INDIRECT EXPENSES</b>		0.00	0.00
<b>TOTAL EXPENDITURES</b>		<b>1,274,300.00</b>	<b>1,274,300.00</b>

**SOURCE OF FUNDS**

	Category	Total	Amount	Cash	Inkind
1	<b>Source of Funds</b>				
	Fees and Collections	0.00	0.00	0.00	0.00
	State Agreement	1,274,300.00	1,274,300.00	0.00	0.00
	Local	0.00	0.00	0.00	0.00
	Federal	0.00	0.00	0.00	0.00

	Other	0.00	0.00	0.00	0.00
	<b>Total Source of Funds</b>	1,274,300.00	1,274,300.00	0.00	0.00
	<b>Totals</b>	1,274,300.00	1,274,300.00	0.00	0.00

DRAFT

**B2 Attachment B2 - Program Budget - Cost Detail Schedule**

	Line Item	Qty	Rate	Units	UOM	Total
<b>DIRECT EXPENSES</b>						
<b>Program Expenses</b>						
<b>1</b>	<b>Salary &amp; Wages</b>					
	Analyst	1.0000	57000.000	0.000		57,000.00
	Program/Project Manager	1.0000	74000.000	0.000		74,000.00
<b>Total for Salary &amp; Wages</b>						131,000.00
<b>2</b>	<b>Fringe Benefits</b>					
	All Composite Rate	0.0000	8.000	57000.000		4,560.00
	All Composite Rate	0.0000	42.000	74000.000		31,080.00
<b>Total for Fringe Benefits</b>						35,640.00
<b>3</b>	<b>Travel</b>					
	Mileage-A total of 2,978 miles at \$0.575/mile Notes : for intake site appointments, project site monitoring, any training and/or conferences	0.0000	0.000	0.000		1,712.00
<b>4</b>	<b>Supplies &amp; Materials</b>					
	Printing Notes : for promotional flyers and literature	0.0000	0.000	0.000		648.00
<b>5</b>	<b>Contractual</b>					
	Subcontracting Agency- ApprovedLead Contractors- Abatement Work Notes : HRD maintains a listing of lead certified contractors that bid on all projects.  Total cost for Abatement work: 23 units x \$44,750 per unit = \$1,029,250. Contact Details : TBD TBD, TBD,MI,48226, Phone : 0000000000	0.0000	0.000	0.000		1,029,250.00

	Line Item	Qty	Rate	Units	UOM	Total
	LIRA - EBL Investigations & Clearances Notes : HRD selects 2 approved EI firms for LIRA or EBLs and Clearances: 1. G.S. Group and 2. Mannik and Smith  Total Cost: 33 units x \$1,070 per unit = \$35,310. Contact Details : GS Group LLC 17800 Woodward Ave., Detroit,MI,48203, Phone : 0000000000	0.0000	0.000	0.000		35,310.00
	Water Testing -Clearances Notes : HRD has 2 approved EI firms to conduct water sampling/testing and water clearance for all projects: 1. G.S. Group 2. Mannik and Smith  Total Cost: 33 units x \$780 per unit = \$25,740. Contact Details : TBD TBD, TBD,MI,48226, Phone : 0000000000	0.0000	0.000	0.000		25,740.00
<b>Total for Contractual</b>						1,090,300.00
<b>6</b>	<b>Equipment</b>					
<b>7</b>	<b>Other Expense</b>					
	Relocation Notes : Relocation: Service 15 clients as needed up to 10 days  Total cost: 15 clients x 10 days x \$100 per day = \$15,000	0.0000	0.000	0.000		15,000.00

	Line Item	Qty	Rate	Units	UOM	Total
<b>Total Program Expenses</b>						1,274,300.00
<b>TOTAL DIRECT EXPENSES</b>						1,274,300.00
<b>INDIRECT EXPENSES</b>						
<b>Indirect Costs</b>						
1	Indirect Costs					
2	Cost Allocation Plan					
<b>Total Indirect Costs</b>						0.00
<b>TOTAL INDIRECT EXPENSES</b>						0.00
<b>TOTAL EXPENDITURES</b>						<b>1,274,300.00</b>

DRAFT

- B3**    **Attachment B3 - Equipment Inventory Schedule**  
[Attachment B3 - Equipment Inventory Schedule](#)
- C**     **Attachment C - Performance Report Requirements**  
[Attachment C - Performance/Progress Report Requirements](#)
- E**     **Attachment E - Program Requirements**  
[Attachment E - Program Specific Requirements](#)

DRAFT



## DEPARTMENTAL SUBMISSION

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

FILE NUMBER: Office of the Chief Financial Officer -  
Development & Grants-0101

---

**\* RE:**

Submitting reso. autho. Authorization to submit a grant application to the UNC Chapel Hill for the Maternal Telehealth Access Project Grant.

**\* SUMMARY:**

Authorization to submit a grant application to the UNC Chapel Hill for the Maternal Telehealth Access Project Grant.

**\* RECOMMENDATION:**

RE: **Authorization to submit a grant application to the UNC Chapel Hill for the Maternal Telehealth Access Project Grant.** The Health Department is hereby requesting authorization from Detroit City Council to submit a grant application to the UNC Chapel Hill, for the Maternal Telehealth Access Project Grant. The amount being sought is \$99,984.00. There is no City match requirement. The total project cost is \$99,984.00

**\* DEPARTMENTAL CONTACT:**

Name: Jalesa Beck  
Position: Administrative Assistant II

**\*=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

September 15, 2020

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 UNC Chapel Hill for the Maternal Telehealth Access Project Grant**

The Health Department is hereby requesting authorization from Detroit City Council to submit a grant application to the UNC Chapel Hill, for the Maternal Telehealth Access Project Grant. The amount being sought is \$99,984.00. There is no City match requirement. The total project cost is \$99,984.00

The Maternal Telehealth Access Grant will enable the department to:

- To allow Sister Friends to continue to provide services via an online platform.

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

Sincerely,  
DocuSigned by:

A handwritten signature in black ink, appearing to read "Katerli Bounds".

15E266B1EE7940C...

Katerli Bounds  
Director, Office of Development and Grants  
CC:  
Sirene Abou-Chakra, Chief Development Officer  
Sajjiah Parker, Assistant Director, Grants



## Office of Development and Grants

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### RESOLUTION

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

**WHEREAS**, the Health Department has requested authorization from City Council to submit a grant application to the UNC Chapel Hill, for the Maternal Telehealth Access Project Grant, in the amount of \$99,984.00, to allow Sister Friends to continue to provide services via an online platform; now

**THEREFORE BE IT RESOLVED**, the Health Department is hereby authorized to submit a grant application to the UNC Chapel Hill, for the Maternal Telehealth Access Project Grant.



CITY OF DETROIT  
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OFFICE OF DEVELOPMENT AND GRANTS

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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](mailto:parkersa@detroitmi.gov) and Greg Andrews, Program Analyst IV, [andrewsgr@detroitmi.gov](mailto:andrewsgr@detroitmi.gov)

<b>City Department</b>	Health
<b>Date</b>	9/14/20
<b>Department Contact Name</b>	Shirley Gray
<b>Department Contact Phone</b>	876-0854
<b>Department Contact Email</b>	grays@detroitmi.gov
<b>Grant Opportunity Title</b>	Maternal Telehealth Access Project
<b>Grant Opportunity Funding Agency</b>	UNC Chapel Hill
<b>Web Link to Opportunity Information</b>	<a href="https://maternalhealthlearning.org/telehealth/request-for-applications/#application-and-materials">https://maternalhealthlearning.org/telehealth/request-for-applications/#application-and-materials</a>
<b>Award Amount (that Department will apply for)</b>	\$99,984
<b>Application Due Date</b>	9/14/20
<b>Anticipated Proposed Budget Amount</b>	N/A
<b>City Match Contribution Amount</b>	N/A
<b>Source of City Match (include Appropriation Number, Cost Center, and Object Code)</b>	N/A
<b>List of programs/services/activities to be funded and the Budget for each</b> <i>Sample:</i> - ABC Afterschool program: \$150,000 - XYZ Youth leadership program: \$100,000 - Salary/Benefits: \$95,000 - Supplies: \$5,000	Telehealth Software Platform - Set Up Fee \$300 Telehealth Software Platform - Annual Fee \$10,584 Client Tablets \$68,100 Client Internet Access \$21,000
<b>Brief Statement of Priorities/Purpose for the Application</b> <i>Sample: To support expansion of promising youth development programs in MNO neighborhood.</i>	To allow SisterFriends to continue to provide services via an online platform
<b>Key Performance Indicators to be Used to Measure the Programs/Services/Activities</b> <i>Sample:</i> # of kids newly enrolled in ABC and XYZ % of kids from ABC who demonstrate improved educational performance	# of clients participating in telehealth program # of telehealth visits/sessions

**Denise Fair**

Director's Name (Please Print)

DocuSigned by:

*Denise Fair*

Director's Signature

**9/14/20**

Date



## DEPARTMENTAL SUBMISSION

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

FILE NUMBER: Office of the Chief Financial Officer -  
Development & Grants-0104

---

**\* RE:**

Submitting reso. autho. Authorization to submit a grant application to the Economic Development Administration for the FY 2020 Public Works and Economic Adjustment Assistance Grant for Eastern Market Road Improvements

**\* SUMMARY:**

Authorization to submit a grant application to the Economic Development Administration for the FY 2020 Public Works and Economic Adjustment Assistance Grant for Eastern Market Road Improvements

**\* RECOMMENDATION:**

**Authorization to submit a grant application to the Economic Development Administration for the FY 2020 Public Works and Economic Adjustment Assistance Grant for Eastern Market Road Improvements.** The Department of Public Works is hereby requesting authorization from Detroit City Council to submit a grant application, as a co-applicant in partnership with the Detroit Brownfield Redevelopment Authority and the Detroit Economic Growth Corporation, to the Economic Development Administration for the FY 2020 Public Works and Economic Adjustment Assistance Grant for Eastern Market Road Improvements. The amount being sought is \$2,436,108.51. The Federal share is \$2,436,108.51 of the approved amount, there is a required city cash match of \$609,027.13. The total project cost is \$3,045,135.64.

**\* DEPARTMENTAL CONTACT:**

Name: Jalesa Beck  
Position: Administrative Assistant II

**\*=REQUIRED**



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

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

September 1, 2020

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 Economic Development Administration for the FY 2020 Public Works and Economic Adjustment Assistance Grant for Eastern Market Road Improvements**

The Department of Public Works is hereby requesting authorization from Detroit City Council to submit a grant application, as a co-applicant in partnership with the Detroit Brownfield Redevelopment Authority and the Detroit Economic Growth Corporation, to the Economic Development Administration for the FY 2020 Public Works and Economic Adjustment Assistance Grant for Eastern Market Road Improvements. The amount being sought is \$2,436,108.51. The Federal share is \$2,436,108.51 of the approved amount, there is a required city cash match of \$609,027.13. The total project cost is \$3,045,135.64.

The FY 2020 Public Works and Economic Adjustment Assistance Grant will enable the department to:

- Improve four road segments in Eastern Market, including: (1) Riopelle Street – from Wilkins Street to Hale Street and Hale Street to Mack Ave; (2) St Aubin Street – from Mack Avenue to Superior Street; (3) Illinois Street – from Dequindre Railway to St Aubin Street; (4) Superior Street – from Dequindre Railway to Superior Street
- Support the investments by various businesses along the proposed corridor, which will create new jobs for Detroiters

If the application is approved, a cash match will be provided from appropriation 04189.

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

Sincerely,  
DocuSigned by:  
  
15E266B1EE7940C...

Katerli Bounds  
Director, Office of Development and Grants  
CC:  
Sirene Abou-Chakra, Chief Development Officer  
Sajjiah Parker, Assistant Director, Grants

DocuSigned by:  
  
1E1A2A8BD6C84B3...

Office of Budget



## Office of Development and Grants

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### RESOLUTION

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

**WHEREAS**, the Department of Public Works has requested authorization from City Council to submit a grant application to the Economic Development Administration, for the FY 2020 Public Works and Economic Adjustment Assistance Grant, in the amount of \$2,436,108.51, to improve four road segments in Eastern Market, including: (1) Riopelle Street – from Wilkins Street to Hale Street and Hale Street to Mack Ave; (2) St Aubin Street – from Mack Avenue to Superior Street; (3) Illinois Street – from Dequindre Railway to St Aubin Street; (4) Superior Street – from Dequindre Railway to Superior Street; and

**WHEREAS**, the Department of Public Works is a co-applicant for this application, in partnership with the Detroit Brownfield Redevelopment Authority and the Detroit Economic Growth Corporation; and

**WHEREAS**, the Department of Public Works has \$609,027.13 available in its Departmental allocation in appropriation 04189, for the City match requirement for the FY 2020 Public Works and Economic Adjustment Assistance Grant; and

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

**THEREFORE, BE IT RESOLVED**, the Department of Public Works is hereby authorized to submit a grant application to the Economic Development Administration for the FY 2020 Public Works and Economic Adjustment Assistance Grant for Eastern Market Road Improvements.



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

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### 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](mailto:parkersa@detroitmi.gov) and Greg Andrews, Program Analyst IV, [andrewsgr@detroitmi.gov](mailto:andrewsgr@detroitmi.gov)

<b>City Department</b>	Department of Public Works
<b>Date</b>	8/19/20
<b>Department Contact Name</b>	Luke Polcyn (Jobs & Economy Team)
<b>Department Contact Phone</b>	(313) 212-5007
<b>Department Contact Email</b>	luke.polcyn@detroitmi.gov
<b>Grant Opportunity Title</b>	FY 2020 Public Works and Economic Adjustment Assistance
<b>Grant Opportunity Funding Agency</b>	Economic Development Administration
<b>Web Link to Opportunity Information</b>	<a href="https://www.eda.gov/edi/assistance/">https://www.eda.gov/edi/assistance/</a>
<b>Award Amount (that Department will apply for)</b>	\$2,436,108.51
<b>Application Due Date</b>	Rolling
<b>Anticipated Proposed Budget Amount</b>	\$3,045,135.64
<b>City Match Contribution Amount</b>	\$609,027.13
<b>Source of City Match (include Appropriation Number, Cost Center, and Object Code)</b>	<b>3301-04189-193850-632100</b>
<b>List of programs/services/activities to be funded and the Budget for each</b> <i>Sample:</i> - ABC Afterschool program: \$150,000 - XYZ Youth leadership program: \$100,000 - Salary/Benefits: \$95,000 - Supplies: \$5,000	To improve four (4) road segments including: · Riopelle Street – From Wilkins Street to Hale Street and Hale Street to Mack Ave · St Aubin Street – From Mack Avenue to Superior Street · Illinois Street – From Dequindre Railway to St Aubin Street · Superior Street – From Dequindre Railway to Superior Street
<b>Brief Statement of Priorities/Purpose for the Application</b> <i>Sample: To support expansion of promising youth development programs in MNO neighborhood.</i>	To support the investments by various businesses along the proposed corridor, which will create new jobs for Detroiters. Businesses include E.W. Grobbel Sons, Inc and Riopelle Market GP.
<b>Key Performance Indicators to be Used to Measure the Programs/Services/Activities</b> <i>Sample:</i> # of kids newly enrolled in ABC and XYZ % of kids from ABC who demonstrate improved educational performance	Roads improved according to construction schedule (Application in partnership with Detroit Brownfield Redevelopment Authority and Detroit Economic Growth Corporation)

**Oladayo Akinyemi**

Director's Name (Please Print)

Oladayo  
Akinyemi

Director's Signature

Digitally signed by  
Oladayo Akinyemi  
Date: 2020.08.28 12:37:28  
-04'00'

**08/28/20**

Date



## DEPARTMENTAL SUBMISSION

DEPARTMENT: [eSCRIBE Department]

FILE NUMBER: Council Member Janee Ayers-0020

---

**\* ITEM**

MEMORANDUM

**\* Council Member**

Choose an item.

**Memorandum relative to (summary below):**

**\* SUMMARY:**

Click or tap here to enter text.

**\* RECOMMENDATION:**

Click or tap here to enter text.

**\* COMMITTEE REFERRED TO:**

Choose an item.

**\* DEPARTMENTAL CONTACT:**

Name: Click or tap here to enter text.

Position: Click or tap here to enter text.

**\*=REQUIRED**

## MEMORANDUM

**TO:** Ron Brundidge, Director  
Department of Public Works

**FROM:** Janeé Ayers, Vice Chair  
Public Health and Safety Committee

**DATE:** September 14, 2020

**RE:** Traffic Concerns

---

I am requesting a follow up regarding the traffic light at Outer drive and Livernois. The timing of the light is off for those turning from Outer Drive onto Livernois. The pedestrians are flashed to walk at the same time as the light turns for the Outer Drive cars to turn. In addition, there have been safety concerns for pedestrians on Pembroke and Livernois due to drivers speeding in the area. Please investigate the aforementioned traffic light, and evaluate what safety measures can be put in place for the Pembroke and Outer Drive area.

If you have any questions, please do not hesitate to contact my office at (313)-224-4248.

Thank you for your time and effort,

Janee' Ayers  
Detroit City Council

cc: Colleagues  
City Clerk

Done



A piece of rubber has been placed on top of the manhole to warn others.



## CITY CLERK INTAKE UNIT ITEM SUBMISSION

DEPARTMENT:

[eSCRIBE Department]

FILE NUMBER:

Council Member Scott Benson-0007

---

**RE:**

Choose an item.

**SUMMARY:**

Click or tap here to enter text.

**RECOMMENDATION:**

Click or tap here to enter text.



**MEMORANDUM**

**TO:** Lawrence Garcia, Corp Counsel

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

**CC:** Hon. James Tate, Chair, Planning & Economic Development  
Hon. Gabe Leland, Member, Planning & Economic Development  
Hon. Janice Winfrey, City Clerk  
Marcell Todd, Director, CPC  
Denise Fair, Health Department, Director  
Tonja Long, Law Department  
Avery Peeples, City Council Liaison

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

**DATE:** 9 September 2020

**RE:** INCINERATOR OPINION

Detroit has a long history of housing uses that are detrimental to the health, safety and welfare of its residents. To that end the Detroit incinerator has been closed for a little over a year, but prior to the closure had a long history of foul smells, high rates of asthma and respiratory ailments in the populace that lived in close proximity to that facility. With this in mind please provide an opinion on Detroit's ability to prohibit the future location/establishment of an incinerator in Detroit. If it is legal to prohibit such a use please prepare a zoning ordinance modification that achieves this goal.

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



## DEPARTMENTAL SUBMISSION

DEPARTMENT: Council Member Roy McCalister Jr.  
FILE NUMBER: Council Member Roy McCalister Jr.-  
0045

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**\* ITEM**  
MEMORANDUM

**\* Council Member**  
**Council Member Roy McCalister Jr.**

**Memorandum relative to (summary below):**

**\* SUMMARY:**  
Click or tap here to enter text.  
**Disabled DPD retiree pay status resolution opinion**

**\* RECOMMENDATION:**  
Click or tap here to enter text.  
**Referral**

**\* COMMITTEE REFERRED TO:**  
**Public Health and Safety**

**\* DEPARTMENTAL CONTACT:**  
Name: Lauri-Anne Sabatini  
Position: policy analyst

**\*=REQUIRED**

## MEMORANDUM

TO: Mr. Lawrence Garcia  
Corporation Counsel  
Law Department  
City of Detroit

FROM: **Roy McCalister, Jr., City Council District 2**

DATE: September 16, 2020

RE: **Proposed Resolution- Pay Status of the Duty Disabled Retirees of  
the Detroit Police Department; Sworn Members**

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Good Afternoon-

I am attaching my proposed resolution as it relates to the Pay Status of the retired disabled Detroit Police Department sworn members. Can you please review for submission to the Council as a whole for consideration? It is my intention if approved, that the resolution will urge the Board of Trustees for the Police and Fire Retirement System, City of Detroit to adopt and implement. Thank you for your time and consideration in this matter.

**Roy McCalister, Jr.**  
Detroit City Council  
CC:

Esteemed Colleagues  
City Clerk  
Legislative Policy Division



## DEPARTMENTAL SUBMISSION

DEPARTMENT: [eSCRIBE Department]  
FILE NUMBER: Council Member Raquel Castañeda-  
López-0036

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**\* ITEM**  
MEMORANDUM

**\* Council Member**  
Choose an item.

**Memorandum relative to (summary below):**

**\* SUMMARY:**  
Click or tap here to enter text.

**\* RECOMMENDATION:**  
Click or tap here to enter text.

**\* COMMITTEE REFERRED TO:**  
Choose an item.

**\* DEPARTMENTAL CONTACT:**  
Name: Click or tap here to enter text.  
Position: Click or tap here to enter text.

**\*=REQUIRED**

**RAQUEL CASTAÑEDA-LÓPEZ**  
COUNCIL MEMBER  
DISTRICT 6

**MEMORANDUM**

**TO:** Chief Craig, DPD  
**VIA:** Council President Brenda Jones  
**FROM:** Council Member Raquel Castañeda-López  
**DATE:** September 16, 2020  
**SUBJECT:** FY 2020 COPS Hiring Program Grant

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Please respond to the following questions and concerns related to the COPS Hiring Program Grant:

1. Detroit has worked diligently for years to become a welcoming City and improve relations between DPD and immigrant communities. However, the Award Document attached to the grant appears to place a condition stating that local governments are barred from placing any restrictions on exchange of information regarding citizenship or immigration status with federal authorities.
  - a. Please provide an explanation of the scope of this condition, and whether it is consistent with current DPD policy related to sharing immigration information with federal authorities.
  - b. How will DPD make sure that we are not violating our own local legislation & policies? And protecting immigrants in our community?
2. The award document also indicates that there is a minimum 25% local cash match requirement, while the resolution states that there is no match requirement. Did Detroit receive a waiver from the local match requirement?
3. The program requires DPD to develop a community policing plan with specific reference to a crime or disorder problem and DPD's plan to address it.
  - a. Please provide the community policing plan.
  - b. How was the community engaged in conversations about safety?
  - c. How will the community be engaged in this effort moving forward?
4. Will any of the funding be used to hire School Resource Officers?
5. In the Special Award Conditions document it states that "Your agency has been selected for a CHP award to address particular DOJ crime problem/focus areas, based specifically on your CHP award application's community policing plan to improve your agency's public safety response to the critical issues of Illegal Immigration, Violent Crime, or Homeland Security".
  - a. Of the three issues listed, which were identified by DPD as priority issues to be addressed through the CHP award? Please explain why these issues were prioritized for funding.

- b. Please explain how the community was engaged in prioritizing.
- c. DPD's role is not to enforce federal immigration. Please explain how DPD will ensure Detroit's immigrants are protected in the City? How will you make sure that DPD is not investing resources into enforcing federal immigration laws?

If you have any additional questions, please contact the office at 313-224-2450. Thank you.

CC: Honorable City Council  
Louise Jones, City Clerk's Office  
Deputy Chief Bettison  
Avery Peoples, City Council Legislative Liaison



## DEPARTMENTAL SUBMISSION

DEPARTMENT: Council President Brenda Jones  
FILE NUMBER: Council President Brenda Jones-0032

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**\* ITEM**  
MEMORANDUM

**\* Council Member**  
**Council President Brenda Jones**

**Memorandum relative to (summary below):**

**\* SUMMARY:**

Please draft an ordinance allowing the Detroit Police Department to establish a missing persons database.

**\* RECOMMENDATION:**  
N/A

**\* COMMITTEE REFERRED TO:**

**Public Health and Safety**

**\* DEPARTMENTAL CONTACT:**

Name: Ray Duncan  
Position: Policy Analyst

**\*=REQUIRED**

## MEMORANDUM

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**TO:** Lawrence Garcia, Corporation Counsel  
City of Detroit

**CC:** Honorable Colleagues  
Janice Winfrey, City Clerk  
Avery Peeples, City Council Liaison

**FROM:** Council President Brenda Jones *BJ*

**DATE:** September 16, 2020

**RE:** Ordinance to Establish a Missing Persons Database

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Please draft an ordinance allowing the Detroit Police Department to establish a missing persons database.



## CITY CLERK INTAKE UNIT ITEM SUBMISSION

DEPARTMENT: Office of Contracting & Procurement  
FILE NUMBER: Office of Contracting & Procurement-0036

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Submitting reso. autho. Contract No. 6003032

**SUMMARY:**

6003032 100% City Funding – To Provide Up to Two Thousand (2,000) Employees to Operate Elections Equipment Under the Cooperative MiDeal Agreement 071B7700054. – Contractor: PIE Management, LLC – Location: 719 Griswold Suite 820, Detroit, MI 48226 – Contract Period: Upon City Council Approval through November 19, 2022 – Total Contract Amount: \$1,053,600.00.  
**ELECTIONS**

**RECOMMENDATION:**

6003032 100% City Funding – To Provide Up to Two Thousand (2,000) Employees to Operate Elections Equipment Under the Cooperative MiDeal Agreement 071B7700054. – Contractor: PIE Management, LLC – Location: 719 Griswold Suite 820, Detroit, MI 48226 – Contract Period: Upon City Council Approval through November 19, 2022 – Total Contract Amount: \$1,053,600.00.  
**ELECTIONS**

**BY** Choose an item.

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement Office

**RESOLVED:** that Contract No. 6003032 referred to in the foregoing communication dated September 15, 2020 be hereby and is approved.

**DEPARTMENTAL CONTACT:**

Name: Alexandria Vaughn-Powe  
Position: Procurement Assistant



## DEPARTMENTAL SUBMISSION

DEPARTMENT: Office of Contracting & Procurement  
FILE NUMBER: Office of Contracting & Procurement-  
0035

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**RE:**  
Submitting reso. autho.

**SUMMARY:**

6002364 70% City Funding - 30% Grant Funding – AMEND 1 – To Provide an Increase of Funds to Purchase Voter Ballot Equipment and Support Services. – Contractor: Dominion Voting Systems – Location: 1201 18<sup>th</sup> Street Suite 210, Denver, CO 80202 – Contract Period: Upon City Council Approval through February 11, 2024 – Contract Increase Amount: \$1,041,593.00 – Total Contract Amount: \$1,836,593.00.

**RECOMMENDATION:**

6002364 70% City Funding - 30% Grant Funding – AMEND 1 – To Provide an Increase of Funds to Purchase Voter Ballot Equipment and Support Services. – Contractor: Dominion Voting Systems – Location: 1201 18<sup>th</sup> Street Suite 210, Denver, CO 80202 – Contract Period: Upon City Council Approval through February 11, 2024 – Contract Increase Amount: \$1,041,593.00 – Total Contract Amount: \$1,836,593.00.

**BY** Choose an item.

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement Office

**RESOLVED:** that Contract No. 6002364 referred to in the foregoing communication dated September 3, 2020 be hereby and is approved.

**DEPARTMENTAL CONTACT:**

Name: Alexandria Vaughn-Powe  
Position: Procurement Assistant

Tuesday, September 22, 2020 Formal Session Agenda

**LAW DEPARTMENT**

**McCalister**, Proposed Ordinance to amend Chapter 23 of the 2019 Detroit City Code *Human Rights*, Article II, *Administration and Enforcement*, Division 2, *Processing of Complaints*, by amending Section 23-2-11, *Complaint*; contents thereof; *limitation of action*; *running of limitations of action*, to remove the requirement that filed complaints be notarized. **INTRODUCE**

**McCalister**, reso. autho. Setting a Public Hearing on the forgoing ordinance amendment.



**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 16, 2020

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

RE: Proposed ordinance to amend Chapter 23 of the 2019 Detroit City Code, *Human Rights*

Honorable City Council:

CRIO has requested the Law Department to prepare an ordinance to amend Chapter 23 of the 2019 Detroit City Code, *Human Rights*, Article II, *Administration and Enforcement*, Division 2, *Processing of Complaints*, by amending Section 23-2-11 to eliminate the requirement that filed complaints be notarized and submitted in writing and require that all complaints be documented in writing on a form provided by the Human Rights Department.

A copy of the ordinance is attached for your consideration.

Respectfully submitted,

*Tiffany Henton Turner*

Tiffany I. Henton Turner  
Assistant Corporation Counsel  
Municipal Section

Enclosure

cc: Avery Peeples, Mayor's Liaison

## S U M M A R Y

This ordinance amends Chapter 23 of the 2019 Detroit City Code, *Human Rights*, Article II, *Administration and Enforcement*, Division 2, *Processing of Complaints*, by amending Section 23-2-11, *Complaint; contents thereof; limitation of action; running of limitations of action*, to remove the requirement that filed complaints be notarized and submitted in writing and require that all complaints be documented in writing on a form provided by the Human Rights Department.

1 **BY COUNCIL MEMBER \_\_\_\_\_**:

2 **AN ORDINANCE** to amend Chapter 23 of the 2019 Detroit City Code, *Human Rights*,  
3 Article II, *Administration and Enforcement*, Division 2, *Processing of Complaints*, by amending  
4 Section 23-2-11, *Complaint; contents thereof; limitation of action; running of limitations of action*,  
5 to remove the requirement that filed complaints be notarized and submitted in writing and require  
6 that all complaints be documented in writing on a form provided by the Human Rights Department.

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

9 **Section 1.** Chapter 23 of the 2019 Detroit City Code, *Human Rights*, be amended by  
10 amending Article II, Division 2, Section 23-2-11 to read as follows:

11 **CHAPTER 23. HUMAN RIGHTS**

12 **ARTICLE II. ADMINISTRATION AND ENFORCEMENT**

13 **Division 2. Processing of Complaints**

14 **Sec. 23-2-11. Complaint; contents thereof; limitation of action; running of limitations of**  
15 **action.**

16 (a) A complaint shall be ~~made submitted to the Human Rights Department in writing~~  
17 ~~and shall specify specifying~~ the alleged act or acts of discrimination, which violate this chapter,  
18 and shall be documented on a form provided by the Human Rights Department.

19 (b) A complaint that is filed under this chapter shall be signed by the person who is  
20 making the complaint ~~and sworn to in the presence of a notary public.~~

21 (c) Any complaint that is filed under this chapter shall be filed within one year after  
22 the alleged act or acts of discrimination. No action may be taken on any complaint which is filed  
23 later than one year after the alleged act or acts of discrimination.

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

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

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

11 **Approved as to form:**

12

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Lawrence T. García

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Corporation Counsel

17

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## DEPARTMENTAL SUBMISSION

DEPARTMENT: Law  
FILE NUMBER: Law-0253

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**\* RE:**

Submitting reso. autho. Settlement lawsuit of De Villate, M.D. Oscar v Larry Biscarner, COD, COD-GSD; Case No: 18-011216-NI, File No: L18-00580 (PH); in the full payment of \$998,000.00. for any and all claims which the plaintiff, may have against the City

**\* SUMMARY:**

We, therefore, request authorization to settle this matter in the amount of **NINE HUNDRED NINETY-EIGHT THOUSAND DOLLARS and <sup>NO</sup>/CENTS (\$998,000.00)** and that Your Honorable Body direct the Finance Director to issue a draft in that amount payable to **OSCAR FRANCO PARODI ORTIZ DE VILLATE M.D.**, and his attorney, **BERKLEY MENGEL, PLC**, to be delivered upon receipt of properly executed Releases and Stipulation and Order of Dismissal entered in **Lawsuit No.18-011216-NI**, approved by the Law Department.

**\* RECOMMENDATION:**

**RESOLVED**, that the Finance Director be and is hereby authorized and directed to draw a warrant upon the proper account in favor of **OSCAR FRANCO PARODI ORTIZ DE VILLATE M.D.**, and HIS attorney, **BERKLEY MENGEL, PLC**, in the amount of **NINE HUNDRED NINETY-EIGHT THOUSAND DOLLARS and <sup>NO</sup>/CENTS (\$998,000.00)** in full payment for any and all claims which **OSCAR FRANCO PARODI ORTIZ DE VILLATE M.D.**, may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about, and otherwise set forth in **Case No.18-011216-NI**, that said amount be paid upon receipt of properly executed Releases, Stipulation and Order of Dismissal entered in **Lawsuit No. 18-011216-NI** and, where deemed necessary by the Law Department a properly executed Medicare/CMS Final Demand Letter

**\* DEPARTMENTAL CONTACT:**

Name: Melinda Brown  
Position: Senior Clerk

**\*=REQUIRED**



**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

July 23, 2020

**HONORABLE CITY COUNCIL**

RE: De Villate, M.D. Oscar v Larry Biscarner, COD, COD-GSD  
Case No: 18-011216-NI  
File No: L18-00580 PH

We have reviewed the above-captioned lawsuit, the facts and particulars of which are set forth in a confidential memorandum that is being separately hand-delivered to each member of Your Honorable Body. From this review, it is our considered opinion that a settlement in the amount of **Nine Hundred Ninety-Eight Thousand Dollars and <sup>NO</sup>/Cents (\$998,000.00)** is in the best interest of the City of Detroit.

We, therefore, request authorization to settle this matter in the amount of **NINE HUNDRED NINETY-EIGHT THOUSAND DOLLARS and <sup>NO</sup>/CENTS (\$998,000.00)** and that Your Honorable Body direct the Finance Director to issue a draft in that amount payable to **OSCAR FRANCO PARODI ORTIZ DE VILLATE M.D.**, and his attorney, **BERKLEY MENGEL, PLC**, to be delivered upon receipt of properly executed Releases and Stipulation and Order of Dismissal entered in **Lawsuit No.18-011216-NI**, approved by the Law Department.

Respectfully submitted,

*/s/ Philip Hiltner*

Assistant Corporation Counsel

**APPROVED: JULY 29 2020**

LAWRENCE GARCIA  
Corporation Counsel

BY: */s/ Krystal A. Crittendon*  
**Krystal A. Crittendon**  
Supervising Assistant Corporation Counsel

Attachments

**R E S O L U T I O N**

**BY COUNCIL MEMBER \_\_\_\_\_:**

**RESOLVED**, that settlement of the above matter be and is hereby authorized in the amount of **Nine Hundred Ninety-Eight Thousand Dollars and <sup>NO</sup>/Cents (\$998,000.00)**; and be it further

**RESOLVED**, that the Finance Director be and is hereby authorized and directed to draw a warrant upon the proper account in favor of **Oscar Franco Parodi Ortiz De Villate M.D.**, and his attorney, **Berkley Mengel, PC**, in the amount of **Nine Hundred Ninety-Eight Thousand Dollars and <sup>NO</sup>/Cents (\$998,000.00)** in full payment for any and all claims which **Oscar Franco Parodi Ortiz De Villate M.D.**, may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about, and otherwise set forth in **Case No.18-011216-NI**, that said amount be paid upon receipt of properly executed Releases, Stipulation and Order of Dismissal entered in **Lawsuit No. 18-011216-NI** and, where deemed necessary by the Law Department a properly executed Medicare/CMS Final Demand Letter.

**APPROVED:**  
LAWRENCE GARCIA  
Corporation Counsel

BY: /s/Signature  
**Krystal A. Crittendon**  
Supervising Assistant Corporation Counsel

Approved by City Council: \_\_\_\_\_

Approved by the Mayor: \_\_\_\_\_



## DEPARTMENTAL SUBMISSION

DEPARTMENT: 8  
FILE NUMBER: Law-0280

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**\* RE:**

Submitting reso. autho. Settlement Lawsuit of Porchia, Louis v City of Detroit, Daniel Cornelius Bullock, et al., Case No.: 19-007383-NI, File No.: L19-00512 (PJH) in the amount of \$55,000.00 in full payment for any and all claims which plaintiff may have

**\* SUMMARY:**

We, therefore, request authorization to settle this matter in the amount of **FIFTY-FIVE THOUSAND DOLLARS and <sup>NO</sup>/CENTS (\$55,000.00)** and that Your Honorable Body direct the Finance Director to issue a draft in that amount payable to **LOUIS COBB PORCHIA** and his attorney, **LATHAM LAW, PLLC**, to be delivered upon receipt of properly executed Releases and Stipulation and Order of Dismissal entered in **Lawsuit No.19-007383-NI**, approved by the Law Department.

**\* RECOMMENDATION:**

**RESOLVED**, that the Finance Director be and is hereby authorized and directed to draw a warrant upon the proper account in favor of **LOUIS COBB PORCHIA** and HIS attorney, **LATHAM LAW, PLLC**, in the amount of **FIFTY-FIVE THOUSAND DOLLARS and <sup>NO</sup>/CENTS (\$55,000.00)** in full payment for any and all claims which **LOUIS COBB PORCHIA** may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about, and otherwise set forth in **Case No.19-007383-NI**, that said amount be paid upon receipt of properly executed Releases, Stipulation and Order of Dismissal entered in **Lawsuit No. 19-007383-NI** and, where deemed necessary by the Law Department a properly executed Medicare/CMS Final Demand Letter.

**\* DEPARTMENTAL CONTACT:**

Name: Melinda Brown  
Position: Senior Clerk

**\*=REQUIRED**



**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

July 23, 2020

**HONORABLE CITY COUNCIL**

RE: Porchia, Louis v City of Detroit, Daniel Cornelius Bullock, et al.  
Case No: 19-007383-NI  
File No: L19-00512 PH

We have reviewed the above-captioned lawsuit, the facts and particulars of which are set forth in a confidential memorandum that is being separately hand-delivered to each member of Your Honorable Body. From this review, it is our considered opinion that a settlement in the amount of **Fifty-Five Thousand Dollars and <sup>NO</sup>/Cents (\$55,000.00)** is in the best interest of the City of Detroit.

We, therefore, request authorization to settle this matter in the amount of **Fifty-Five Thousand Dollars and <sup>NO</sup>/Cents (\$55,000.00)** and that Your Honorable Body direct the Finance Director to issue a draft in that amount payable to **Louis Cobb Porchia** and his attorney, **Latham Law, PLLC**, to be delivered upon receipt of properly executed Releases and Stipulation and Order of Dismissal entered in **Lawsuit No.19-007383-NI**, approved by the Law Department.

Respectfully submitted,

/s/ *Philip Altner*

Assistant Corporation Counsel

**APPROVED: JULY 24 2020**

LAWRENCE GARCIA  
Corporation Counsel

BY: /s/ *Krystal A. Crittendon*  
**Krystal A. Crittendon**  
Supervising Assistant Corporation Counsel

Attachments

R E S O L U T I O N

BY COUNCIL MEMBER \_\_\_\_\_:

**RESOLVED**, that settlement of the above matter be and is hereby authorized in the amount of **Fifty-Five Thousand Dollars and <sup>NO</sup>/Cents (\$55,000.00)**; and be it further

**RESOLVED**, that the Finance Director be and is hereby authorized and directed to draw a warrant upon the proper account in favor of **LOUIS COBB PORCHIA** and **HIS** attorney, **LATHAM LAW, PLLC**, in the amount of **FIFTY-FIVE THOUSAND DOLLARS and <sup>NO</sup>/CENTS (\$55,000.00)** in full payment for any and all claims which **LOUIS COBB PORCHIA** may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about, and otherwise set forth in **Case No.19-007383-NI**, that said amount be paid upon receipt of properly executed Releases, Stipulation and Order of Dismissal entered in **Lawsuit No. 19-007383-NI** and, where deemed necessary by the Law Department a properly executed Medicare/CMS Final Demand Letter.

**APPROVED:**  
LAWRENCE GARCIA  
Corporation Counsel

BY: */s/ Krystal A. Crittendon*  
**Krystal A. Crittendon**  
Supervising Assistant Corporation Counsel

Approved by City Council: \_\_\_\_\_

Approved by the Mayor: \_\_\_\_\_



## DEPARTMENTAL SUBMISSION

DEPARTMENT: 8  
FILE NUMBER: Law-0282

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**\* RE:**

Submitting reso. autho. Settlement Lawsuit of Aaron Lynch, et al. v City of Detroit; Case No: 19-004318-NI, File No: L19-00248 (RRG) in the amount of \$40,000.00 in full payment for any and all claims which Aaron Lynch and Select Specialists, LLC may have a

**\* SUMMARY:**

We, therefore, request authorization to settle this matter in the amount of **FORTY THOUSAND DOLLARS and <sup>NO</sup>/CENTS (\$40,000.00)** and that Your Honorable Body direct the Finance Director to issue a draft in that amount payable to **AARON LYNCH** and **HIS** attorney, **THE REIZEN LAW GROUP**; and **TWENTY-ONE THOUSAND DOLLARS and <sup>NO</sup>/CENTS (\$21,000.00)**, payable to **SELECT SPECIALISTS, LLC** and **ITS** attorney, **GIROUX AMBURN, P.C.**, to be delivered upon receipt of properly executed Releases and Stipulation and Order of Dismissal entered in Lawsuit No. 19-004318-NI, approved by the Law Department.

**\* RECOMMENDATION:**

**RESOLVED**, that the Finance Director be and is hereby authorized and directed to draw a warrant upon the proper account in favor of **AARON LYNCH** and **HIS** attorney, **THE REIZEN LAW GROUP**, in the amount of **FORTY THOUSAND DOLLARS and <sup>NO</sup>/CENTS (\$40,000.00)**; and **TWENTY-ONE THOUSAND DOLLARS and <sup>NO</sup>/CENTS (\$21,000.00)**, payable to Select Specialists, LLC and **ITS** attorney, **GIROUX AMBURN, P.C.**, in full payment for any and all claims which **AARON LYNCH** and **SELECT SPECIALISTS, LLC** may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about May 03 2018, and otherwise set forth in Case No. 19-004318-NI, that said amount be paid upon receipt of properly executed Releases, Stipulation and Order of Dismissal entered in Lawsuit No. 19-004318-NI and, where deemed necessary by the Law Department a properly executed Medicare/CMS Final Demand Letter.

**\* DEPARTMENTAL CONTACT:**

Name: Melinda Brown  
Position: Senior Clerk

**\*=REQUIRED**



**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

June 19, 2020

**HONORABLE CITY COUNCIL**

RE: **Aaron Lynch, et al v COD,**  
Case No: 19-004318-NI  
File No: L19-00248 (RRG)

We have reviewed the above-captioned lawsuit, the facts and particulars of which are set forth in a confidential memorandum that is being separately hand-delivered to each member of Your Honorable Body. From this review, it is our considered opinion that a settlement in the amount of **Sixty-One Thousand Dollars and <sup>NO</sup>/Cents (\$61,000.00)** is in the best interest of the City of Detroit.

We, therefore, request authorization to settle this matter in the amount of **FORTY THOUSAND DOLLARS and <sup>NO</sup>/CENTS (\$40,000.00)** and that Your Honorable Body direct the Finance Director to issue a draft in that amount payable to **AARON LYNCH** and **HIS** attorney, **THE REIZEN LAW GROUP**; and **TWENTY-ONE THOUSAND DOLLARS and <sup>NO</sup>/CENTS (\$21,000.00)**, payable to **SELECT SPECIALISTS, LLC** and **ITS** attorney, **GIROUX AMBURN, P.C.**, to be delivered upon receipt of properly executed Releases and Stipulation and Order of Dismissal entered in Lawsuit No. 19-004318-NI, approved by the Law Department.

Respectfully submitted,  
*/s/ Raymond R. Garant*  
Assistant Corporation Counsel

**APPROVED: JULY 21 2020**

LAWRENCE GARCIA  
Corporation Counsel

BY: */s/ Krystal A. Crittendon*  
**Krystal A. Crittendon**  
Supervising Assistant Corporation Counsel

**RESOLUTION**

**BY COUNCIL MEMBER \_\_\_\_\_ :**

**RESOLVED**, that settlement of the above matter be and is hereby authorized in the amount of **Sixty-One Thousand Dollars and <sup>NO</sup>/Cents (\$61,000.00)**; and be it further

**RESOLVED**, that the Finance Director be and is hereby authorized and directed to draw a warrant upon the proper account in favor of **AARON LYNCH** and **HIS** attorney, **THE REIZEN LAW GROUP**, in the amount of **FORTY THOUSAND DOLLARS and <sup>NO</sup>/CENTS (\$40,000.00)**; and **TWENTY-ONE THOUSAND DOLLARS and <sup>NO</sup>/CENTS (\$21,000.00)**, payable to and attorney, **GIROUX AMBURN, P.C.**, in full payment for any and all claims which **AARON LYNCH** and **SELECT SPECIALISTS, LLC** may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about, and otherwise set forth in Case No. 19-004318-NI, that said amount be paid upon receipt of properly executed Releases, Stipulation and Order of Dismissal entered in Lawsuit No. 19-004318-NI and, where deemed necessary by the Law Department a properly executed Medicare/CMS Final Demand Letter.

**APPROVED:**  
LAWRENCE GARCIA  
Corporation Counsel

BY: */s/ Krystal A. Crittendon*  
**Krystal A. Crittendon**  
Supervising Assistant Corporation Counsel

Approved by City Council: \_\_\_\_\_

Approved by the Mayor: \_\_\_\_\_





## DEPARTMENTAL SUBMISSION

DEPARTMENT: Law  
FILE NUMBER: Law-0289

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**\* RE:**

Submitting reso. autho. Settlement in Lawsuit of Workman, Margaret, et al. v Lakenya Hill and COD.

**\* SUMMARY:**

Case No. 19-001063-NI, File No. L19-00050 (PP) A20000; \$6,655.00 in full payment for any and all claims which plaintiffs may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about May 5, 2018.

**\* RECOMMENDATION:**

**RESOLVED**, that the Finance Director be and is hereby authorized and directed to draw a warrant upon the proper account in favor of **AMERICAN PHYSIO, L.L.C., PROGRESSIVE TRANSPORTATION, L.L.C.,** and **THEIR** attorneys, **HAAS & GOLDSTEIN P.C.,** in full payment for any and all claims which **INTERVENING PLAINTIFFS AMERICAN PHYSIO, L.L.C.** and **PROGRESSIVE TRANSPORTATION, L.L.C.** may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about May 5, 2018, and otherwise set forth in Case No. 19-001063-NI, that said amount be paid upon receipt of properly executed Releases, Stipulation and Order of Dismissal entered in Lawsuit No. 19-001063-NI and, where deemed necessary by the Law Department a properly executed Medicare/CMS Final Demand Letter.

**\* DEPARTMENTAL CONTACT:**

Name: Melinda Brown  
Position: Clerk Senior

**\*=REQUIRED**



**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 1, 2020

**HONORABLE CITY COUNCIL**

RE: Workman, Margaret v Lakenya Hill and COD  
Case No: 19-001063-NI  
File No: L19-00050(PJP)

We have reviewed the above-captioned lawsuit, the facts and particulars of which are set forth in a confidential memorandum that is being separately hand-delivered to each member of Your Honorable Body. From this review, it is our considered opinion that a settlement in the amount of **Six Thousand, Six Hundred and Fifty Five Dollars and <sup>NO</sup>/Cents (\$6,655.00)** is in the best interest of the City of Detroit.

We, therefore, request authorization to settle this matter in the amount of **SIX THOUSAND, SIX HUNDRED AND FIFTY FIVE DOLLARS and <sup>NO</sup>/CENTS (\$6,655.00)** and that Your Honorable Body direct the Finance Director to issue a draft in that amount payable to **AMERICAN PHYSIO, L.L.C., PROGRESSIVE TRANSPORTATION, L.L.C. and THEIR attorneys, HAAS & GOLDSTEIN P.C.**, to be delivered upon receipt of properly executed Releases and Stipulation and Order of Dismissal entered in Lawsuit No. 19-001063-NI, approved by the Law Department.

Respectfully submitted,

*Patricia Porter*

Patricia Porter  
Assistant Corporation Counsel

**APPROVED: SEPTEMBER 04 2020**

LAWRENCE GARCIA  
Corporation Counsel

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

Attachments

R E S O L U T I O N

**BY COUNCIL MEMBER \_\_\_\_\_ :**

**RESOLVED**, that settlement of the above matter be and is hereby authorized in the amount of **Six Thousand, Six Hundred and Fifty Five Dollars and <sup>NO</sup>/Cents (\$6,655.00)**; and be it further

**RESOLVED**, that the Finance Director be and is hereby authorized and directed to draw a warrant upon the proper account in favor of **AMERICAN PHYSIO, L.L.C., PROGRESSIVE TRANSPORTATION, L.L.C.,** and **THEIR** attorneys, **HAAS & GOLDSTEIN P.C.,** in full payment for any and all claims which **INTERVENING PLAINTIFFS AMERICAN PHYSIO, L.L.C.** and **PROGRESSIVE TRANSPORTATION, L.L.C.** may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about May 5, 2018, and otherwise set forth in Case No. 19-001063-NI, that said amount be paid upon receipt of properly executed Releases, Stipulation and Order of Dismissal entered in Lawsuit No. 19-001063-NI and, where deemed necessary by the Law Department a properly executed Medicare/CMS Final Demand Letter.

**APPROVED:**  
LAWRENCE GARCIA  
Corporation Counsel

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

Approved by City Council: \_\_\_\_\_

Approved by the Mayor: \_\_\_\_\_



## DEPARTMENTAL SUBMISSION

DEPARTMENT: Law  
FILE NUMBER: Law-0288

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**\* RE:**

Submitting reso. autho. Settlement in Lawsuit of Fredrick Speed, et al. v COD

**\* SUMMARY:**

Case No.: 19-007992-NF, File No.: L 19-00347 (MA). A20000, in the amount of \$50,714.00 in full payment for any and all claims which Anesthesia Services Affiliates and Michigan Ambulatory Surgical Center may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about June 21, 2018.

**\* RECOMMENDATION:**

**RESOLVED**, that the Finance Director be and is hereby authorized and directed to draw a warrant upon the proper account in favor of **ANESTHESIA SERVICES AFFILIATES AND MICHIGAN AMBULATORY SURGICAL CENTER** and **THEIR** attorney, **ANTHONY, PAULOVICH, WORRALL, PLLC**, in the amount of **FIFTY THOUSAND SEVEN HUNDRED FOURTEEN DOLLARS and NO CENTS (\$50,714.00)** in full payment for any and all claims which **ANESTHESIA SERVICES AFFILIATES AND MICHIGAN AMBULATORY SURGICAL CENTER** may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about, and otherwise set forth in Case No. 19-007992-NF, that said amount be paid upon receipt of a properly executed Release and Stipulation and Order of Dismissal entered in Lawsuit No. 19-007992-NF and, where deemed necessary by the Law Department a properly executed Medicare/CMS Final Demand Letter.

**\* DEPARTMENTAL CONTACT:**

Name: Melinda Brown  
Position: Senior Clerk

**\*=REQUIRED**



**LAW DEPARTMENT**

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Phone 313•224•4550  
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www.detroitmi.gov

September 1, 2020

**HONORABLE CITY COUNCIL**

RE: Fredrick Speed et al. v City of Detroit  
Case No: 19-007992-NF  
File No: L19-00347 (MA)

We have reviewed the above-captioned lawsuit, the facts and particulars of which are set forth in a confidential memorandum that is being separately hand-delivered to each member of Your Honorable Body. From this review, it is our considered opinion that a settlement in the amount of **Fifty Thousand Seven Hundred Fourteen Dollars and No Cents (\$50,714.00)** is in the best interest of the City of Detroit.

We, therefore, request authorization to settle this matter in the amount of **Fifty Thousand Seven Hundred Fourteen Dollars and No Cents (\$50,714.00)** and that Your Honorable Body direct the Finance Director to issue a draft in that amount payable to Anesthesia Services Affiliates and Michigan Ambulatory Surgical Center and their attorney, Anthony, Paulovich, Worrall, PLLC, to be delivered upon receipt of a properly executed Release and Stipulation and Order of Dismissal entered in Lawsuit No.19-007992-NF, approved by the Law Department.

Respectfully submitted,

/s/ Michael Auten  
Michael Auten (P81884)  
Assistant Corporation Counsel

**APPROVED: September 04 2020**

LAWRENCE GARCIA  
Corporation Counsel

BY: James D. Noseda  
**James D. Noseda**  
Supervising Assistant Corporation Counsel

R E S O L U T I O N

**BY COUNCIL MEMBER \_\_\_\_\_:**

**RESOLVED**, that settlement of the above matter be and is hereby authorized in the amount of **Fifty Thousand Seven Hundred Fourteen Dollars and No Cents (\$50,714.00)**; and be it further

**RESOLVED**, that the Finance Director be and is hereby authorized and directed to draw a warrant upon the proper account in favor of Anesthesia Services Affiliates and Michigan Ambulatory Surgical Center and their attorney, Anthony, Paulovich, Worrall, PLLC, in the amount of **Fifty Thousand Seven Hundred Fourteen Dollars and No Cents (\$50,714.00)** in full payment for any and all claims which Anesthesia Services Affiliates and Michigan Ambulatory Surgical Center may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about, and otherwise set forth in Case No.19-007992-NF, that said amount be paid upon receipt of a properly executed Release and Stipulation and Order of Dismissal entered in Lawsuit No. 19-007992-NF and, where deemed necessary by the Law Department a properly executed Medicare/CMS Final Demand Letter.

**APPROVED:**  
LAWRENCE GARCIA  
Corporation Counsel

BY: James D. Noseda  
**James D. Noseda**  
Supervising Assistant Corporation Counsel

Approved by City Council: \_\_\_\_\_

Approved by the Mayor: \_\_\_\_\_





## DEPARTMENTAL SUBMISSION

DEPARTMENT: Law  
FILE NUMBER: Law-0291

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**\* RE:**

Submitting reso. autho. Settlement in Lawsuit of Phelps, Kevin v COD and John Doe.

**\* SUMMARY:**

Case No. 18-008723-NI, File No. L18-00489 (TO); A20000,

**\* RECOMMENDATION:**

**RESOLVED**, that settlement of the above matter be and is hereby authorized in the amount of **TWO HUNDRED AND SIXTY-SIX DOLLARS and 00/CENTS (\$266,400.00)**.

**RESOLVED**, that the Finance Director be and is hereby authorized and directed to draw a warrant upon the proper account in favor of **KEVIN PHELPS** and **HIS** attorney, **MICHIGAN INJURY ADVOCATES, P.C.**, in the amount of **ONE HUNDRED EIGHT THOUSAND DOLLARS and NO/CENTS (\$108,000.00)**; **I-SPINE** and **ITS** attorney, **GROVE AND ASSOCIATES, P.C.**, in the amount of **EIGHTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS and 00/CENTS (\$87,500)**; and **4 TRANSPORT INC., 411 HELP, LLC, SPINE & HEALTH, PLLC, and NEW HORIZON CHIROPRACTIC PLLC**, and **THEIR** attorney, The Lobb Law Firm, in the amount of **SEVENTY THOUSAND FIVE HUNDRED DOLLARS and 00/CENTS (\$70,500.00)** in full payment for any and all claims which they may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about, and otherwise set forth in Case No.18-008723-NI, that said amount be paid upon receipt of properly executed Releases, Stipulation and Order of Dismissal entered in Lawsuit No. 18-008723-NI and, where deemed necessary by the Law Department a properly executed Medicare/CMS Final Demand Letter.

**\* DEPARTMENTAL CONTACT:**

Name: Melinda Brown  
Position: Senior Clerk

**\*=REQUIRED**



**LAW DEPARTMENT**

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

August 31, 2020

**HONORABLE CITY COUNCIL**

RE: Phelps, Kevin v COD and John Doe  
Case No: 18-008723-NI  
File No:L18-00489 TO

We have reviewed the above-captioned lawsuit, the facts and particulars of which are set forth in a confidential memorandum that is being separately hand-delivered to each member of Your Honorable Body. From this review, it is our considered opinion that a settlement in the amount of **Two Hundred Sixty-Six Thousand Four Hundred Dollars and 00/Cents (\$266,400.00)** is in the best interest of the City of Detroit.

We, therefore, request authorization to settle this matter in the amount of **Two Hundred Sixty-Six Thousand Four Hundred Dollars and 00/Cents (\$266,400.00)** and that Your Honorable Body direct the Finance Director to issue three drafts in the amount payable of (1) **One Hundred Eight Thousand Dollars and <sup>NO</sup>0/Cents (\$108,000.00)** to **Kevin Phelps** and his attorney **Michigan Injury Advocates, P.C.**; (2) **Eighty-Seven Thousand Five Hundred Dollars and 00/Cents (\$87,500)** to **I-Spine** and its attorneys, **Grove & Associates, P.C.**; and (3) **Seventy Thousand Five Hundred Dollars and 00/Cents (\$70,500.00)** to **4 Transport Inc., 411 Help, LLC, Spine & Health, PLLC, and New Horizon Chiropractic PLLC**, and their attorneys, **The Lobb Law Firm**, to be delivered upon receipt of properly executed Releases and Stipulation and Order of Dismissal entered in Lawsuit No.18-008723-NI, approved by the Law Department.

Respectfully submitted,  
*Theresa Ouellette*  
Assistant Corporation Counsel

**APPROVED:**  
LAWRENCE GARCIA  
Corporation Counsel

BY: /s/ *Jerry L. Ashford*  
**Jerry L. Ashford**  
Chief of Litigation  
Attachments

R E S O L U T I O N

BY COUNCIL MEMBER \_\_\_\_\_:

**RESOLVED**, that settlement of the above matter be and is hereby authorized in the amount of **Two Hundred and Sixty-Six Dollars and 00/Cents (\$266,400.00)**; and be it further

**RESOLVED**, that the Finance Director be and is hereby authorized and directed to draw a warrant upon the proper account in favor of **Kevin Phelps** and his attorney, Michigan Injury Advocates, P.C., in the amount of **One Hundred Eight Thousand Dollars and <sup>NO</sup>/Cents (\$108,000.00)**; **I-Spine** and its attorney, Grove and Associates, P.C., in the amount of **Eighty-Seven Thousand Five Hundred Dollars and 00/Cents (\$87,500)**; and **4 Transport Inc., 411 Help, LLC, Spine & Health, PLLC, and New Horizon Chiropractic PLLC**, and their attorney, The Lobb Law Firm, in the amount of **Seventy Thousand Five Hundred Dollars and 00/Cents (\$70,500.00)** in full payment for any and all claims which they may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about, and otherwise set forth in Case No.18-008723-NI, that said amount be paid upon receipt of properly executed Releases, Stipulation and Order of Dismissal entered in Lawsuit No. 18-008723-NI and, where deemed necessary by the Law Department a properly executed Medicare/CMS Final Demand Letter.

**APPROVED:**  
LAWRENCE GARCIA  
Corporation Counsel

BY: /s/ *Jerry L. Ashford*  
**Jerry L. Ashford**  
Chief of Litigation

Approved by City Council: \_\_\_\_\_

Approved by the Mayor: \_\_\_\_\_



## DEPARTMENTAL SUBMISSION

DEPARTMENT: Law  
FILE NUMBER: Law-0290

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**\* RE:**

Submitting reso. autho. Settlement in Lawsuit of Select Specialist, LLC (Lacarde Price) v COD.

**\* SUMMARY:**

Case No. 19-176074-GC, File No. L20-00017 (PP); in the amount of **(\$14,000.00)** in full payment for any and all claims which **SELECT SPECIALIST LLC** may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about October 20, 2017.

**\* RECOMMENDATION:**

**RESOLVED**, that the Finance Director be and is hereby authorized and directed to draw a warrant upon the proper account in favor of **SELECT SPECIALIST LLC** and **THEIR** attorney, **AT LAW GROUP**, in the amount of **FOURTEEN THOUSAND DOLLARS and NO/CENTS (\$14,000.00)** in full payment for any and all claims which **SELECT SPECIALIST LLC** may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about October 20, 2017, and otherwise set forth in Case No. 19-176074-GC, that said amount be paid upon receipt of properly executed Releases, Stipulation and Order of Dismissal entered in Lawsuit No. 19-176074-GC and, where deemed necessary by the Law Department a properly executed Medicare/CMS Final Demand Letter.

**\* DEPARTMENTAL CONTACT:**

Name: Melinda Brown  
Position: Senior Clerk

**\*=REQUIRED**



**LAW DEPARTMENT**

Coleman A. Young Municipal Center  
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Detroit, Michigan 48226-3437

Phone 313•224•4550  
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www.detroitmi.gov

September 1, 2020

**HONORABLE CITY COUNCIL**

RE: **Select Specialist v City of Detroit**  
Case No: 19-176074-GC  
File No: L20-00017(PJP)

We have reviewed the above-captioned lawsuit, the facts and particulars of which are set forth in a confidential memorandum that is being separately hand-delivered to each member of Your Honorable Body. From this review, it is our considered opinion that a settlement in the amount of **Fourteen Thousand Dollars and <sup>NO</sup>/Cents (\$14,000.00)** is in the best interest of the City of Detroit.

We, therefore, request authorization to settle this matter in the amount of **FOURTEEN THOUSAND DOLLARS and <sup>NO</sup>/CENTS (\$14,000.00)** and that Your Honorable Body direct the Finance Director to issue a draft in that amount payable to **SELECT SPECIALIST LLC** and **ITS** attorneys, **AT LAW GROUP**, to be delivered upon receipt of properly executed Releases and Stipulation and Order of Dismissal entered in Lawsuit No. 19-176074-GC, approved by the Law Department.

Respectfully submitted,

*Patricia Porter*

Assistant Corporation Counsel

**APPROVED: SEPTEMBER 04 2020**

LAWRENCE GARCIA  
Corporation Counsel

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

Attachments

**R E S O L U T I O N**

**BY COUNCIL MEMBER \_\_\_\_\_:**

**RESOLVED**, that settlement of the above matter be and is hereby authorized in the amount of **Fourteen Thousand Dollars and <sup>NO</sup>/Cents (\$14,000.00)**; and be it further

**RESOLVED**, that the Finance Director be and is hereby authorized and directed to draw a warrant upon the proper account in favor of **SELECT SPECIALIST LLC** and **THEIR** attorney, **AT LAW GROUP**, in the amount of **FOURTEEN THOUSAND DOLLARS and <sup>NO</sup>/CENTS (\$14,000.00)** in full payment for any and all claims which **SELECT SPECIALIST LLC** may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about October 20, 2017, and otherwise set forth in Case No. 19-176074-GC, that said amount be paid upon receipt of properly executed Releases, Stipulation and Order of Dismissal entered in Lawsuit No. 19-176074-GC and, where deemed necessary by the Law Department a properly executed Medicare/CMS Final Demand Letter.

**APPROVED:**  
LAWRENCE GARCIA  
Corporation Counsel

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

Approved by City Council: \_\_\_\_\_

Approved by the Mayor: \_\_\_\_\_



## DEPARTMENTAL SUBMISSION

DEPARTMENT: 8  
FILE NUMBER: Law-0287

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**\* RE:**

Submitting reso. autho. Settlement in Lawsuit of Mendelson Orthopedics, et al. (James C. Smith) v COD.

**\* SUMMARY:**

Case No. 19-007776, File No. L19-00239 (PJH) in the amount of \$21,500.00 in full payment for any and all claims which plaintiff may have against the COD and any other COD employees.

**\* RECOMMENDATION:**

**RESOLVED**, that the Finance Director be and is hereby authorized and directed to draw a warrant upon the proper account in favor of **MENDELSON ORTHOPEDICS, P.C., AND SYNERGY SPINE AND ORTHOPEDIC SURGERY CENTER, LLC**, and THEIR attorney, **BRUCE K. PAZNER ESQ.**, in the amount of **TWENTY-ONE THOUSAND FIVE HUNDRED DOLLARS and <sup>NO</sup>/CENTS (\$21,500.00)** in full payment for any and all claims which **MENDELSON ORTHOPEDICS, P.C., and SYNERGY SPINE AND ORTHOPEDIC SURGERY CENTER, LLC**, may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about **October 6, 2017**,

**\* DEPARTMENTAL CONTACT:**

Name: Melinda Brown  
Position: Senior Clerk

**\*=REQUIRED**



**LAW DEPARTMENT**

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2 Woodward Avenue, Suite 500  
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Phone 313•224•4550  
Fax 313•224•5505  
www.detroitmi.gov

September 1, 2020

**HONORABLE CITY COUNCIL**

RE: Mendelson Orthopedics, et al (James C. Smith) v COD  
Case No: 19-007776  
File No: L19-00239(PH)

We have reviewed the above-captioned lawsuit, the facts and particulars of which are set forth in a confidential memorandum that is being separately hand-delivered to each member of Your Honorable Body. From this review, it is our considered opinion that a settlement in the amount of **Twenty-One Thousand Five Hundred Dollars and <sup>NO</sup>/Cents (\$21,500.00)** is in the best interest of the City of Detroit.

We, therefore, request authorization to settle this matter in the amount of **TWENTY-ONE THOUSAND FIVE HUNDRED DOLLARS and <sup>NO</sup>/CENTS (\$21,500.00)** and that Your Honorable Body direct the Finance Director to issue a draft in that amount payable to **MENDELSON ORTHOPEDICS, P.C., and Synergy SPINE AND ORTHOPEDIC SURGERY CENTER, LLC**, and THEIR attorney, **BRUCE K. PAZNER ESQ.**, to be delivered upon receipt of properly executed Releases and Stipulation and Order of Dismissal entered in **Lawsuit No. 19-007776**, approved by the Law Department.

Respectfully submitted,

*/s/ Philip Hiltner*

Assistant Corporation Counsel

**APPROVED: SEPTEMBER 02 2020**

LAWRENCE GARCIA  
Corporation Counsel

BY: */s/ Krystal A. Crittendon*  
**Krystal A. Crittendon**  
Supervising Assistant Corporation Counsel

Attachments

R E S O L U T I O N

BY COUNCIL MEMBER \_\_\_\_\_:

**RESOLVED**, that settlement of the above matter be and is hereby authorized in the amount of **Twenty-One Thousand Five Hundred Dollars and <sup>NO</sup>/Cents (\$21,500.00)**; and be it further

**RESOLVED**, that the Finance Director be and is hereby authorized and directed to draw a warrant upon the proper account in favor of **MENDELSON ORTHOPEDICS, P.C., AND SYNERGY SPINE AND ORTHOPEDIC SURGERY CENTER, LLC**, and THEIR attorney, **BRUCE K. PAZNER ESQ.**, in the amount of **TWENTY-ONE THOUSAND FIVE HUNDRED DOLLARS and <sup>NO</sup>/CENTS (\$21,500.00)** in full payment for any and all claims which **MENDELSON ORTHOPEDICS, P.C.**, and **SYNERGY SPINE AND ORTHOPEDIC SURGERY CENTER, LLC**, may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about **October 6, 2017**, and otherwise set forth in **Case No. 19-007776**, that said amount be paid upon receipt of properly executed Releases, Stipulation and Order of Dismissal entered in **Lawsuit No. 19-007776** and, where deemed necessary by the Law Department a properly executed Medicare/CMS Final Demand Letter.

**APPROVED:**  
LAWRENCE GARCIA  
Corporation Counsel

BY: /s/Signature  
**Krystal A. Crittendon**  
Supervising Assistant Corporation Counsel

Approved by City Council: \_\_\_\_\_

Approved by the Mayor: \_\_\_\_\_



## DEPARTMENTAL SUBMISSION

DEPARTMENT: Law  
FILE NUMBER: Law-0292

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**\* RE:**

Submitting reso. autho. Settlement in Lawsuit of Fredrick Speed, et al v COD.

**\* SUMMARY:**

Case No. 19-007992-NF, File No. L190-00347 (MA); A20000, \$150,000.00 in full payment for any and all claims which **FREDRICK SPEED** may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about June 21, 2018.

**\* RECOMMENDATION:**

**RESOLVED**, that the Finance Director be and is hereby authorized and directed to draw a warrant upon the proper account in favor of **FREDRICK SPEED** and **HIS** attorney, **LAW OFFICES OF JOUMANA KAYROUZ, PLLC**, in the amount of **ONE HUNDRED FIFTY THOUSAND DOLLARS and NO/ CENTS (\$150,000.00)** in full payment for any and all claims which **FREDRICK SPEED** may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about June 21, 2018, and otherwise set forth in Case No.19-007992-NF, that said amount be paid upon receipt of a properly executed Release and Stipulation and Order of Dismissal entered in Lawsuit No. 19- 007992-NF and, where deemed necessary by the Law Department a properly executed Medicare/CMS Final Demand Letter.

**\* DEPARTMENTAL CONTACT:**

Name: Melinda Brown  
Position: Senior Clerk

**\*=REQUIRED**



**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 1, 2020

**HONORABLE CITY COUNCIL**

RE: Fredrick Speed et al. v City of  
Detroit Case No: 19-007992-NF  
File No: L19-00347 (MA)

We have reviewed the above-captioned lawsuit, the facts and particulars of which are set forth in a confidential memorandum that is being separately hand-delivered to each member of Your Honorable Body. From this review, it is our considered opinion that a settlement in the amount of **One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00)** is in the best interest of the City of Detroit.

We, therefore, request authorization to settle this matter in the amount of **ONE HUNDRED FIFTY THOUSAND DOLLARS AND NO/CENTS (\$150,000.00)** and that Your Honorable Body direct the Finance Director to issue a draft in that amount payable to **FREDRICK SPEED** and **HIS** attorney, **LAW OFFICES OF JOUMANA KAYROUZ, PLLC**, to be delivered upon receipt of a properly executed Release and Stipulation and Order of Dismissal entered in Lawsuit No.19-007992-NF, approved by the Law Department.

Respectfully submitted,

*/s/ Michael Auten*

Michael Auten (P81884)  
Assistant Corporation Counsel

**APPROVED: SEPTEMBER 03 2020**

LAWRENCE GARCIA  
Corporation Counsel

BY: *James D. Noseda*

**James D. Noseda**  
Supervising Assistant Corporation Counsel

Attachment

**RESOLUTION**

**BY COUNCIL MEMBER:** \_\_\_\_\_

**RESOLVED**, that settlement of the above matter be and is hereby authorized in the amount of **One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00)**; and be it further

**RESOLVED**, that the Finance Director be and is hereby authorized and directed to draw a warrant upon the proper account in favor of **FREDRICK SPEED** and **HIS** attorney, **LAW OFFICES OF JOUMANA KAYROUZ, PLLC**, in the amount of **ONE HUNDRED FIFTY THOUSAND DOLLARS AND NO/ CENTS (\$150,000.00)** in full payment for any and all claims which **FREDRICK SPEED** may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about, and otherwise set forth in Case No.19-007992-NF, that said amount be paid upon receipt of a properly executed Release and Stipulation and Order of Dismissal entered in Lawsuit No. 19- 007992-NF and, where deemed necessary by the Law Department a properly executed Medicare/CMS Final Demand Letter.

**APPROVED:**  
LAWRENCE GARCIA  
Corporation Counsel

**BY:** James D. Noseda  
**James D. Noseda**  
Supervising Assistant Corporation Counsel

Approved by City Council: \_\_\_\_\_

Approved by the Mayor: \_\_\_\_\_



## DEPARTMENTAL SUBMISSION

DEPARTMENT: Law  
FILE NUMBER: Law-0293

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**\* RE:**

Submitting reso. autho. Settlement in Lawsuit of Matthew Burn vs COD, GSD

**\* SUMMARY:**

File #14996 (PSD)

**\* RECOMMENDATION:**

RESOLVED, that the Finance Director be and is authorized and directed to draw a warrant upon the proper fund in favor MATTHEW BURNS and HIS attorney, William V. Biebuyck, in the sum of THIRTY-FIVE THOUSAND DOLLARS and ZERO CENTS (\$35,000.00) in full payment of any and all claims which they may have against the City of Detroit by reason of any injuries or occupational diseases and their resultant disabilities incurred or sustained as the result of his past employment with the City of Detroit and that said amount be paid upon presentation by the Law Department of a redemption order approved by the Workers Compensation Department of the State of Michigan.

**\* DEPARTMENTAL CONTACT:**

Name: Melinda Brown  
Position: Senior Clerk

**\*=REQUIRED**



**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 2, 2020

HONORABLE CITY COUNCIL

**RE: MATTHEW BURNS vs CITY OF DETROIT  
GENERAL SERVICES DEPARTMENT  
FILE #: 14996 (PSB)**

We have reviewed the above-captioned lawsuit, the facts and particulars of which are set forth in a confidential attorney-client privileged memorandum that is being separately hand delivered to each member of your Honorable Body. From this review, it is our considered opinion that a settlement in the amount of **THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00)** is in the best interests of the City of Detroit.

We, therefore, request authorization to settle this matter in the amount of **THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00)** and that your Honorable Body authorize and direct the Finance Director to issue a draft in that amount payable to **Matthew Burns and his attorney, William V. Biebuyek**, to be delivered upon receipt of properly executed releases and order of dismissal in Workers Compensation Claim #14996, approved by the Law Department.

Respectfully submitted,

Phillip S. Brown  
Assistant Corporation Counsel

PSB/gs

Attachment(s)

cc: Budget Department

APPROVED: SEP 02 2020

  
\_\_\_\_\_  
CHARLES RAIMI  
Deputy Corporation Counsel

## RESOLUTION

BY COUNCILMEMBER: \_\_\_\_\_

RESOLVED, that settlement of the above matter be and hereby is authorized in the amount of **THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00)**; and be it further

RESOLVED, that the Finance Director be and is authorized and directed to draw a warrant upon the proper fund in favor **Matthew Burns and his attorney, William V. Biebuyck**, in the sum of **THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00)** in full payment of any and all claims which they may have against the City of Detroit by reason of any injuries or occupational diseases and their resultant disabilities incurred or sustained as the result of his past employment with the City of Detroit and that said amount be paid upon presentation by the Law Department of a redemption order approved by the Workers Compensation Department of the State of Michigan.

APPROVED: SEP 02 2020



\_\_\_\_\_  
CHARLES RAIMI  
Deputy Corporation Counsel



## CITY CLERK INTAKE UNIT ITEM SUBMISSION

DEPARTMENT: 4  
FILE NUMBER: Legislative Policy Division-0079

---

**RE:**  
Submitting reso. auth. Hair Bias Discrimination

**SUMMARY:**  
Hair Bias Discrimination

**RECOMMENDATION:**  
For Consideration

David Whitaker, Esq.  
Director, Legislative Policy Division  
Irvin Corley, Jr.  
Executive Policy Manager  
Marcell R. Todd, Jr.  
Director, City Planning Commission  
Janese Chapman  
Director,  
Historic Designation Advisory Board

John Alexander  
LaKisha Barclift, Esq.  
Megha Bamola  
Nur Barre  
M. Rory Bolger, Ph.D., FAICP  
Elizabeth Cabot, Esq.  
Tasha Cowan  
George Etheridge


# City of Detroit

## CITY COUNCIL

LEGISLATIVE POLICY DIVISION  
208 Coleman A. Young Municipal Center  
Detroit, Michigan 48226  
Phone: (313) 224-4946 Fax: (313) 224-4336

Christopher Gulock, AICP  
Derrick Headd  
Marcel Hurt, Esq.  
Kimani Jeffrey  
Anne Marie Langan  
Jamie Murphy  
Kim Newby  
Analine Powers, Ph.D.  
Jennifer Reinhardt  
Rebecca Savage  
Sabrina Shockley  
Thomas Stephens, Esq.  
David Teeter  
Theresa Thomas  
Kathryn L. Underwood, MUP  
Ashley A. Wilson

TO: The Honorable Detroit City Council

FROM: David Whitaker, Director   
Legislative Policy Division Staff

DATE: September 7, 2020

RE: **Hair Bias Discrimination and *The Crown Act***

Council President Pro Tem Sheffield asked the Legislative Policy Division (LPD) to “opine on the feasibility and legality of creating local legislation that prohibits hair based discrimination within the City of Detroit, as an employer” as well as to “draft a resolution expressing support for federal, state, and local school district policy or legislation prohibiting race-based hair discrimination in the workplace or at school.” This memorandum addresses that request. A draft of the aforementioned resolution is attached for your review and consideration.

### **Background**

*The CROWN Coalition*, is a national alliance (<https://www.thecrownact.com/>) founded by Dove, the National Urban League, Color of Change and the Western Center on Law & Poverty, and leads the nationwide campaign for passage of the *CROWN Act*, “to ensure protection against discrimination based on race-based hairstyles by extending statutory protection to texture and protective styles such as braids, locs, twists, and knots in the workplace and public schools.” The *CROWN Act*, short for Creating a Respectful and Open World for Natural Hair, has been passed (as of June 28, 2020) in seven states – California, New York, New Jersey Virginia, Colorado, Washington, and Maryland – and is pending in nine other states including Michigan. In December 2019, Representative Cedric Richmond of Louisiana and Senator Cory Booker of New Jersey introduced similar legislation at the national level, entitled the “CROWN Act of 2019”. See, H.R. 5309 and S. 3167.

## Legislative Action

Jurisdictions that have adopted *The CROWN Act* have largely accomplished it by amending existing civil rights laws to specifically include discrimination against race-based hairstyles among their enumerated prohibited activities. For example, in July 2019, Michigan State Representative Sarah Anthony of Lansing, representing the 68<sup>th</sup> House District, introduced House Bill 4811, proposing an amendment to Michigan’s Elliott-Larsen Civil Rights Act (ELCRA), MCL 37.2101 *et seq.* The basic premise of the ELCRA is found in its initial section, *i.e.*, “recognition and declaration of civil right”:

(1) The opportunity to obtain employment, housing and other real estate, and the full and equal utilization of public accommodations, public service, and educational facilities without discrimination because of religion, race, color, national origin, age, sex, height, weight, familial status, or marital status as prohibited by this act, is recognized and declared to be a civil right. MCL 37.2102.

HB 4811 adds “race” to MCL 37.2103, the definitions section, as follows:

“Race” is inclusive of traits historically associated with race, including, but not limited to, hair texture and protective hairstyles. For purposes of this definition, “protective hairstyles” includes, but is not limited to, such hairstyles as braids, locks, and twists.

Pending federal legislation (H.R. 5309 and S. 3167), similarly, recognizes that race-based hairstyle discrimination is part and parcel of race discrimination. The identical bills propose to amend federal civil rights laws prohibiting race discrimination in federally assisted programs (42 USC 2000d *et seq.*), housing programs (42 USC 3601 *et seq.*), public accommodations (42 USC 2000a *et seq.*), employment (42 USC 2000e *et seq.*), and guaranteeing equal rights under the law (42 USC 1981), to specifically include race-based hairstyle discrimination.

Supporting and working toward the passage of federal and state statutes prohibiting race-based hairstyle discrimination are the most effective means of creating this protection because federal and state civil rights statutes carry the weight and history of **enforcement** authority of our civil rights laws. But more importantly, they have created a private cause of action for those aggrieved, *i.e.*, an individual who has been the victim of discrimination can sue for monetary and other damages.

The City’s Human Rights ordinance, Chapter 23 of the Detroit City Code, empowers the Human Rights Department (now Civil Rights, Inclusion, and Opportunity Department - “CRIO”) to accept complaints of discrimination, conduct investigations and where appropriate, refer complaints to federal or state civil rights agencies, as well as taking action against entities operating pursuant to City-issued licenses. While the ordinance can be amended to specifically delineate race-based hairstyle discrimination as included in a finding of race discrimination, the City is precluded under state law from creating a private cause of action for an individual to claim discrimination by the City. (*See, Linda Mack v City of Detroit*, 467 Mich 186 (2002)) Adding the protections of The CROWN Act to the City Code would codify the policy and give

CRIO a tool to address complaints of hairstyle discrimination, but with the limited enforcement authority inherent in the structure of the department as permitted by state law.

The requested resolution accompanies this memo. Should the Council have further questions, LPD will respond.

Attachment

**BY PRESIDENT PRO TEM MARY SHEFFIELD**

**RESOLUTION IN SUPPORT OF ADOPTION OF *THE CROWN ACT* OR OTHER LEGISLATION PROHIBITING RACE-BASED HAIR DISCRIMINATION IN THE WORKPLACE AND AT SCHOOL IN DETROIT AND MICHIGAN**

**WHEREAS**, A national movement to address the effects of long-term, insidious race discrimination in reaction to hairstyles and textures commonly associated with communities of color is being spearheaded by the CROWN Coalition, a national alliance founded by Dove, the National Urban League, Color of Change and the Western Center on Law & Poverty; and

**WHEREAS**, With the assistance of the Coalition, a wave of legislation has been enacted across the country over the last twelve to fourteen months, both at the federal and state level, which specifically adds race-based hair discrimination to the legal definition of race discrimination; and

**WHEREAS**, Beginning in California in July 2019, *The CROWN Act* (“Creating a Respectful and Open Workplace for Natural Hair”) has now been adopted in seven states and legislation is under consideration in more than twenty other states, as well as in Congress; and

**WHEREAS**, In Michigan, State Representative Sarah Anthony of Lansing introduced House Bill 4811 in July 2019, to amend Michigan’s Elliott Larsen Civil Rights Act (ELCRA), MCL 37.2101 *et seq.*, to include the definition of “race” as “inclusive of traits historically associated with race, including . . . hair texture and protective hairstyles . . .”; and

**WHEREAS**, At the federal level, and Representative Cedric Richmond and Senator Cory Booker introduced the “CROWN Act of 2019”, in the form of H.R. 5309 in December 2019 and S. 3167 in January 2020, respectively, which would amend a panoply of existing federal civil rights law prohibiting race discrimination in federally assisted programs, housing programs, public accommodations, employment, and access to equal rights under the law. The stated purpose of the identical bills is “to institute definitions of race and national origin for Federal civil rights laws that effectuate the comprehensive scope of protection Congress intended to be afforded by such laws and Congress’ objective to eliminate race and national origin discrimination in the United States”; and

**WHEREAS**, The pending federal bills include an initial section of Congressional “findings”, providing an eloquent and compelling argument for the necessity of the proposed Act, as follows:

- (1) Throughout United States history, society has used (in conjunction with skin color) hair texture and hairstyle to classify individuals on the basis of race.
- (2) Like one’s skin color, one’s hair has served as a basis of race and national origin discrimination.
- (3) Racial and national origin discrimination can and do occur because of longstanding racial and national origin biases and stereotypes associated with hair texture and style.

(4) For example, routinely, people of African descent are deprived of educational and employment opportunities because they are adorned with natural or protective hairstyles in which hair is tightly coiled or tightly curled, or worn in locs, cornrows, twists, braids, Bantu knots, or Afros.

(5) Racial and national origin discrimination is reflected in school and workplace policies and practices that bar natural or protective hairstyles commonly worn by people of African descent.

(6) For example, as recently as 2018, the United States Armed Forces had grooming policies that barred natural or protective hairstyles that servicewomen of African descent commonly wear and that described these hairstyles as “unkempt”.

(7) In 2018, the United States Armed Forces rescinded these policies and recognized that this description perpetuated derogatory racial stereotypes.

(8) The United States Armed Forces also recognized that prohibitions against natural or protective hairstyles that African-American servicewomen are commonly adorned with are racially discriminatory and bear no relationship to African-American servicewomen’s occupational qualifications and their ability to serve and protect the Nation.

(9) As a type of racial or national origin discrimination, discrimination on the basis of natural or protective hairstyles that people of African descent are commonly adorned with violates existing Federal law, including provisions of the Civil Rights Act of 1964 ([42 U.S.C. 2000e](#) et seq.), section 1977 of the Revised Statutes ([42 U.S.C. 1981](#)), and the Fair Housing Act ([42 U.S.C. 3601](#) et seq.). However, some Federal courts have misinterpreted Federal civil rights law by narrowly interpreting the meaning of race or national origin, and thereby permitting, for example, employers to discriminate against people of African descent who wear natural or protective hairstyles even though the employment policies involved are not related to workers’ ability to perform their jobs.

(10) Applying this narrow interpretation of race or national origin has resulted in a lack of Federal civil rights protection for individuals who are discriminated against on the basis of characteristics that are commonly associated with race and national origin.

(11) In 2019, State legislatures and municipal bodies throughout the United States have introduced and passed legislation that rejects certain Federal courts’ restrictive interpretation of race and national origin, and expressly classifies race and national origin discrimination as inclusive of discrimination on the basis of natural or protective hairstyles commonly associated with race and national origin.

**WHEREAS**, It is the Detroit City Council’s responsibility to advocate on behalf of all of Detroit’s citizens, and the Council recognizes, as espoused by the CROWN Act of 2019, that “clear, consistent, and enforceable legal standards must be provided to redress the widespread

incidences of race and national origin discrimination based upon hair texture and hairstyle in schools, workplaces, housing . . . and other contexts” and to “explicitly prohibit the adoption or implementation of grooming requirements that disproportionately impact people of African descent.” **NOW, THEREFORE, BE IT**

**RESOLVED**, That the Detroit City Council fully supports prompt legislative action in Michigan as well as in Congress to advance and pass into law the CROWN Act as proposed; **AND BE IT FURTHER**

**RESOLVED**, The Detroit City Clerk is directed to send copies of this resolution to the Detroit delegation to the Michigan Legislature, Governor Gretchen Whitmer, Michigan Senators Debbie Stabenow and Gary Peters, and Congressperson Rashida Tlaib.

September 7, 2020



## CITY CLERK INTAKE UNIT ITEM SUBMISSION

DEPARTMENT: Office of Contracting & Procurement  
FILE NUMBER: Office of Contracting & Procurement-0037

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Submitting reso. autho. Contract No. 6003027

**SUMMARY:**

6003027 100% City Funding – To Provide Water Treatment Services. – Contractor: Chardon Laboratories, Inc. – Location: 7300 Tussing Road, Reynoldsburg, OH 43068 – Contract Period: Upon City Council Approval through July 31, 2025 – Total Contract Amount: \$424,800.00. **GENERAL SERVICES**

**RECOMMENDATION:**

6003027 100% City Funding – To Provide Water Treatment Services. – Contractor: Chardon Laboratories, Inc. – Location: 7300 Tussing Road, Reynoldsburg, OH 43068 – Contract Period: Upon City Council Approval through July 31, 2025 – Total Contract Amount: \$424,800.00. **GENERAL SERVICES**

**BY** Choose an item.

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement Office

**RESOLVED:** that Contract No. 6003027 referred to in the foregoing communication dated September 15, 2020 be hereby and is approved.

**DEPARTMENTAL CONTACT:**

Name: Alexandria Vaughn-Powe  
Position: Procurement Assistant



## CITY CLERK INTAKE UNIT ITEM SUBMISSION

DEPARTMENT: Office of Contracting & Procurement  
FILE NUMBER: Office of Contracting & Procurement-0038

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Submitting reso. autho. Contract No. 6003049

### SUMMARY:

6003049 100% City Funding – To Provide As-Needed General Contracting Services, Repairs and Improvements for Various Facilities. – Contractor: Gandol Inc. – Location: 18100 Meyers Suite #2, Detroit, MI 48235 – Contract Period: Upon City Council Approval through September 1, 2022 – Total Contract Amount: \$1,200,000.00. **GENERAL SERVICES**

***Will Apply for Reimbursement from Federal COVID-19 Funding Source in the Amount of \$250,000.00.***

### RECOMMENDATION:

6003049 100% City Funding – To Provide As-Needed General Contracting Services, Repairs and Improvements for Various Facilities. – Contractor: Gandol Inc. – Location: 18100 Meyers Suite #2, Detroit, MI 48235 – Contract Period: Upon City Council Approval through September 1, 2022 – Total Contract Amount: \$1,200,000.00. **GENERAL SERVICES**

***Will Apply for Reimbursement from Federal COVID-19 Funding Source in the Amount of \$250,000.00.***

**BY** Choose an item.

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement Office

**RESOLVED:** that Contract No. 6003049 referred to in the foregoing communication dated September 15, 2020 be hereby and is approved.

### DEPARTMENTAL CONTACT:

Name: Alexandria Vaughn-Powe  
Position: Procurement Assistant



## DEPARTMENTAL SUBMISSION

DEPARTMENT: Office of Contracting & Procurement  
FILE NUMBER: Office of Contracting & Procurement-  
0024

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**RE:**  
Submitting reso. autho.

**SUMMARY:**  
6002980 100% 2018 UTGO Bond Funding – To Provide Design-Build Services to Achieve a State of Good Repair at Adams Butzel Recreation Center. – Contractor: Gandol, Inc. – Location: 18000 Meyers Suite 2, Detroit, MI 48235 – Contract Period: Upon City Council Approval through May 1, 2022 – Total Contract Amount: \$3,450,000.00.

**RECOMMENDATION:**  
6002980 100% 2018 UTGO Bond Funding – To Provide Design-Build Services to Achieve a State of Good Repair at Adams Butzel Recreation Center. – Contractor: Gandol, Inc. – Location: 18000 Meyers Suite 2, Detroit, MI 48235 – Contract Period: Upon City Council Approval through May 1, 2022 – Total Contract Amount: \$3,450,000.00.

**BY** Choose an item.

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement Office

**RESOLVED:** that Contract No. 6002980 referred to in the foregoing communication dated September 3, 2020 be hereby and is approved.

**DEPARTMENTAL CONTACT:**  
Name: Alexandria Vaughn-Powe  
Position: Procurement Assistant



## DEPARTMENTAL SUBMISSION

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

FILE NUMBER: Office of the Chief Financial Officer -  
Development & Grants-0091

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**\* RE:**

Submitting reso. autho. Request to accept donated assets to improve existing City of Detroit parks from Community Organizations, Foundations, Businesses and/or Individuals

**\* SUMMARY:**

Request to accept donated assets to improve existing City of Detroit parks from Community Organizations, Foundations, Businesses and/or Individuals

**\* RECOMMENDATION:**

Request to accept donated assets to improve existing City of Detroit parks from Community Organizations, Foundations, Businesses and/or Individuals. Community organizations, foundations, and individuals have periodically gifted the City of Detroit General Services Department with donated assets to improve existing City of Detroit parks and recreation centers. The General Services Department, in partnership with the Office of Development and Grants, is hereby requesting authorization from Detroit City Council to accept donated assets to improve existing City of Detroit parks, not to exceed a \$25,000.00 value per donation, as they are received. There are no match requirements for these donations.

**\* DEPARTMENTAL CONTACT:**

Name: Jalesa Beck  
Position: Administrative Assistant II

**\*=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

September 1, 2020

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

**RE: Request to accept donated assets to improve existing City of Detroit parks from Community Organizations, Foundations, Businesses and/or Individuals**

Community organizations, foundations, and individuals have periodically gifted the City of Detroit General Services Department with donated assets to improve existing City of Detroit parks and recreation centers. The General Services Department, in partnership with the Office of Development and Grants, is hereby requesting authorization from Detroit City Council to accept donated assets to improve existing City of Detroit parks, not to exceed a \$25,000.00 value per donation, as they are received. There are no match requirements for these donations.

The objective of these donations is to improve City-owned public parks and recreation centers. Asset donations include, but are not limited to, play-scape improvements, installation of new playground equipment, park benches, picnic tables and other amenities, art murals, and enhancements to, installations of, or additions to sports fields and courts.

All organizations or individuals seeking to make donations to City-owned parks will complete Asset Improvements Forms, which will be signed and approved by the Director of the General Services Department. All donors must comply with the terms and conditions associated with the Asset Improvements Form, as determined by the City of Detroit Law Department, and must sign the form and adhere to the terms and conditions set by the Law Department accordingly. The General Services Department, in partnership with the Office of Development and Grants, will submit a complete report for the prior calendar year to City Council, including copies of all completed, signed Asset Improvement Forms.

I respectfully ask your approval to accept asset donations for park improvements in accordance with the attached resolution.

Sincerely,  
DocuSigned by:  
  
15E266B1EE7940C...

Katerli Bounds  
Director, Office of Development and Grants  
CC:  
Sirene Abou-Chakra, Chief Development Officer  
Sajjiah Parker, Assistant Director, Grants

DocuSigned by:  
  
1E1A2A8BD6C84B3...

Office of Budget  
DocuSigned by:  
  
3925B7659A3D409...

Law Department Approval



## Office of Development and Grants

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### RESOLUTION

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

**WHEREAS**, the City of Detroit, by and through the General Services Department, is requesting authorization to accept donated assets for park improvements and recreation centers, not to exceed a \$25,000.00 value per donation, as they are received;

**WHEREAS**, these donations do not include cash awards and do not require match;

**WHEREAS**, these donations include, but are not limited to, play-scape improvements, installation of new playground equipment, park benches, picnic tables and other amenities, art murals, and enhancements to, installations of, or additions to sports fields and courts; and

**WHEREAS**, all community organizations, foundations, businesses, or individuals seeking to make donations to City-owned parks will complete Asset Improvements Forms, which will be signed and approved by the Director of the General Services Department; and

**WHEREAS**, all donors must comply with the terms and conditions associated with the Asset Improvements Form, as determined by the Law Department, and must sign the form and adhere to the terms and conditions set by the City of Detroit accordingly;

**WHEREAS**, the General Services Department, in partnership with the Office of Development and Grants, will provide a detailed report to Detroit City Council, of all asset improvements accepted under the authorization granted in this resolution, for improvements under \$25,000.00, on an annual basis in the month of January, that includes all donated assets accepted during the prior calendar year; and

**WHEREAS**, the Law Department will review each Asset Improvement Form submitted on an individual basis; and

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

**THEREFORE, BE IT RESOLVED**, that the General Services Department is authorized to accept donated assets to improve City-owned public parks and recreation centers that do not exceed a \$25,000.00 value per donation, and that the General Services Department is responsible for accepting the park improvements, and will report on these accepted donations in January of each year, to the Honorable City Council.



GENERAL SERVICES DEPARTMENT  
**Parks & Recreation  
Division**

## ASSET IMPROVEMENT AUTHORIZATION

AIM Code:	DPRD Prop #:	Request tracking #:
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### Form Purpose

This form is for individuals or organizations who wish to provide labor, artwork, or funding to physically improve or enhance a City asset. Requestor and project information is initially populated from information provided in the SmartSheet application process. In the event of any conflict between this document and the SmartSheet, this document shall prevail.

### Requestor Information

Applicant Name:	Contact Name:
Address:	Phone:
Email:	Website:
Preferred contact method:	Organization type:

### Affected City Asset or Location

Asset or Location Name:	
Address:	Specific location at the property:

### Project Summary

--

### Improvement Type

Affects a Park:	Affects a Facility:
Will Do Maintenance:	Desire to wave usage fees in exchange:
Physical Improvement Type:	Estimated Value:

### Responsibilities

*This set of questions is to make sure that the proposed responsibilities for the initial work and the ongoing maintenance and reinvestment are clearly understood.*

Who would be responsible for the Planning and Design?:
--

**Responsibilities (continued)**

Who would be responsible for the Construction?:

Who would be responsible for Security at the site if required?:

Who would be responsible for the Cleanup, and Restoration if required?:

What are the scheduled Maintenance Requirements for the improvement, and who would be responsible for doing them?:

*By submitting this request I/We/Our Organization agree(s) to abide by all rules and policies of the City of Detroit and the General Services Department, Parks and Recreation Division. I/We also agree that all information submitted in this Park Improvement Authorization Form is true and accurate to the best of my/our knowledge and I/We hereby request that the Parks and Recreation Division consider my/our Project for approval. I/We agree at my/our own expense to defend, indemnify, save and hold harmless the City of Detroit, its officers, employees and agents against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses (including without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against myself/us and/or the City of Detroit by reason of or resulting from my/our use of the DPRD Property named above and construction of this Project as described herein.*

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

On behalf of Organization: \_\_\_\_\_ Date: \_\_\_\_\_

**Office of Development and Grants Authorization**

ODG Approval letter on file                       N/A

**Partnership Manager:**

**Date:**

**Director Authorization**

Project Approved as submitted             Project Denied             Project Approved with changes:

**GSD Director:**

**Date:**

**BY COUNCIL PRESIDENT BRENDA JONES**

**COMMUNITY ENGAGEMENT AND OUTREACH RESOLUTION**

**WHEREAS**, The residents of the City of Detroit have a long history of personal investment in the operations and functioning of their communities, neighborhoods, and government as evidenced through grass roots organizing in support of community projects or opposition to unhealthy or undesirable projects, investment of sweat equity in the maintenance of neighborhood parks and structures, or essential citizen oversight of City government; and

**WHEREAS**, In recognition of the City’s commitment to community outreach “that promotes transparency and accountability and ensures community awareness on legislation, contracts, agreements, and resolutions related to . . . City Wide Proposals and Neighborhood Proposals”, the Detroit City Council proposes an amendment to the Detroit City Code, Chapter 12, *Community Development*, by adding Article X, *Community Outreach*, to provide residents with the opportunity to weigh in on important issues impacting their communities, with the exception of construction projects covered by the City’s Community Benefits Ordinance, by creating a standard community outreach policy in the City of Detroit to facilitate civic involvement; and

**WHEREAS**, In addition to the specific provisions of the proposed *Detroit Community Outreach Ordinance*, the Detroit City Council urges the Administration to endeavor to accomplish the following:

- If additional financial or staffing resources are developed, an expansion of the current in-person hard copy distribution requirement to a 1,000 foot, hard copy distribution requirement for residents within the impacted neighborhood,
- As staffing and financial resources permit, inclusion of residents from the impact area at the *earliest* phases of proposal development,
- Adoption of fair and transparent policies, in consultation with City Council, for identification of impacted neighborhoods, as well as the time frame for implementing outreach; and

**WHEREAS**, In furtherance of the stated purpose and provisions of the *Detroit Community Outreach Ordinance*, the Administration and City Council have agreed to certain additional provisions as described below. **NOW THEREFORE, BE IT**

**RESOLVED**, That the Detroit City Council and the Administration agree to the following provisions:

- Outreach meetings will only be held in densely populated areas,
- A City-Wide Registration Database will be created, including the following:
  - (a) The Department of Neighborhoods will create and maintain an electronic database, accessible to City Council, of all residents, block clubs, community groups or associations, businesses, food pantries, non-profit organizations, senior citizen facilities, and established Community Advisory Councils in each of the City districts, that are registered to receive notification of the community outreach and notification process set forth in this Article.

- (b) The Department of Neighborhoods will provide a consistent means for all residents and entities referenced in Subsection (a) to register with the electronic database by:
- (1) Accessing the Department of Neighborhoods website;
  - (2) Providing registration materials at in-person or virtual meetings; and
  - (3) Through an established process for telephonic registration.
- (c) From January 1st through January 31st of each year, the Department of Neighborhoods will launch an annual City-wide campaign encouraging block clubs, community groups and associations, food pantries, non-profit organizations, senior citizen facilities and the established Community Advisory Councils in each City district to register on the electronic database. **AND BE IT FURTHER**

**RESOLVED**, the City Clerk's office is directed to send a copy of this resolution to Mayor Mike Duggan and the Director of the Department of Neighborhoods.


DRAFT

## MEMORANDUM

---

**TO:** David Whitaker, Director  
Legislative Policy Division

**CC:** Honorable Colleagues  
Janice Winfrey, City Clerk  
Avery Peeples, City Council Liaison

**FROM:** Council President Brenda Jones 

**DATE:** July 2, 2020

**RE:** Community Engagement and Outreach Resolution

---

Please draft a resolution the Community Engagement and Outreach Resolution. The purpose of the resolution is to address various administrative actions that are not legally or fiscally feasible in the amendment to Chapter 12 of the 2019 Detroit City Code, *Community Development*, by Adding Article X, Community Outreach, and Section 12-10-1 through Section 12-10-34.



## DEPARTMENTAL SUBMISSION

DEPARTMENT: Office of Contracting & Procurement  
FILE NUMBER: Office of Contracting & Procurement-  
0025

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**RE:**  
Submitting reso. autho.

**SUMMARY:**  
6003037 100% City Funding – To Provide Services for the Gordie Howe International Bridge Project to Rehab the Residential Property at 16793 Blackstone. – Contractor: Jozef Contractor, Inc. – Location: 17245 Mount Elliott Street, Detroit, MI 48212 – Contract Period: Upon City Council Approval through August 31, 2021 – Total Contract Amount: \$82,500.00.

**RECOMMENDATION:**  
6003037 100% City Funding – To Provide Services for the Gordie Howe International Bridge Project to Rehab the Residential Property at 16793 Blackstone. – Contractor: Jozef Contractor, Inc. – Location: 17245 Mount Elliott Street, Detroit, MI 48212 – Contract Period: Upon City Council Approval through August 31, 2021 – Total Contract Amount: \$82,500.00.

**BY** Choose an item.

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement Office

**RESOLVED:** that Contract No. 6003037 referred to in the foregoing communication dated September 3, 2020 be hereby and is approved.

**DEPARTMENTAL CONTACT:**  
Name: Alexandria Vaughn-Powe  
Position: Procurement Assistant

# City of Detroit

Janice M. Winfrey  
City Clerk

OFFICE OF THE CITY CLERK

Andre P. Gilbert II  
Deputy City Clerk

## DEPARTMENTAL REFERENCE COMMUNICATION

*Monday, August 31, 2020*

*To: The Department or Commission Listed Below*

*From: Janice M. Winfrey, Detroit City Clerk*

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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.

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MAYOR'S OFFICE    DPW - CITY ENGINEERING DIVISION  
PLANNING AND DEVELOPMENT DEPARTMENT    POLICE DEPARTMENT  
FIRE DEPARTMENT    BUSINESS LICENSE CENTER  
TRANSPORTATION DEPARTMENT    MUNICIPAL PARKING DEPARTMENT

**1322**    *Detroit Athletic Club, request to hold the event "Back to The Club" on Adams St. between John R. and Brush and the west bound lane of Madison between Randolph and John R. from Sep. 25, 2020 to Sep 27, 2020 with set-up on Sep 24, 2020 and teardown completion on Sep 28, 2020*

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

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

## City of Detroit Special Events Application

Successful events are the result of advance planning, effective communication and teamwork. The City of Detroit will be strictly adhering to the Special Events Guidelines; please print them out for reference. Petitioners are required to complete the information below so that the City of Detroit may gain a thorough understanding of the scope and needs of the event. This form must be completed and returned to the Special Events and Film Handling Office at least **60 days** prior to the first date of the event. If submitted later than 60 days prior, application is subject to denial. Please type or print clearly and attach additional sheets and maps as needed.

### Section 1- GENERAL EVENT INFORMATION

Event Name: Back To The Club

Event Location: 241 Madison Avenue, Detroit MI 48226

\*\*The DAC has held this event annually indoors for many many years. due to COVID 19 this has forced us to seek a new way to hold the event.

Is this going to be an annual event?    Yes     No

### Section 2- ORGANIZATION/APPLICANT INFORMATION

Organization Name: Detroit Athletic Club

Organization Mailing Address: 241 Madison Avenue Detroit, mi 48226

Business Phone: 313.963.9200 ext 1053

Business Website: thedac.com

Applicant Name: Kevin Heidisch, Director of Security

Business Phone: 313.963.9200 ext. 1053  
Email: kevinh@thedac.com

Cell Phone: 313.220.5201    Email:

**Event On-Site Contact Person:**

Name: Kevin Heidisch    Business Phone: 313.963.9200 ext. 1053

Cell Phone: 313.220.5201

Email: kevinh@thedac.com

**Event Elements (check all that apply)**

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Walkathon       | <input type="checkbox"/> Carnival/Circus | <input type="checkbox"/> Concert/Performance |
| <input type="checkbox"/> Run/Marathon    | <input type="checkbox"/> Bike Race       | <input type="checkbox"/> Religious Ceremony  |
| <input type="checkbox"/> Political Event | <input type="checkbox"/> Festival        | <input type="checkbox"/> Filming             |



DAC. Once the band has been selected the stage/power needs for the show will be updated.

Will a sound system be used?  Yes  No

If yes, what type of sound system? There will be a live band, entertainers has not yet been picked. More details on sound system needs will be supplied.

**Section 5- SALES INFORMATION**

Will there be advanced ticket sales?  Yes  No

If yes, please describe:

Will there be on-site ticket sales?  Yes  No

If yes, list price(s):

Will there be vending or sales?  Yes  No

If yes, check all that apply:

- Food       Merchandise       Non-Alcoholic Beverages       Alcoholic Beverages

Indicate type of items to be sold:

Will there be food trucks?  Yes  No

If yes, please list how many:

Will there be a charge for parking?  Yes  No

If yes, please describe the amount:

How will you advise attendees of parking options? Attendee parking is in the DAC garage located on property.

**Section 6- PUBLIC SAFETY & PARKING INFORMATION**

Name of Private Security Company: Security is provided by DAC Security

Contact Person: Kevin Heidisch, Director of Security

Address: 241 Madison Avenue

Phone: 313.220.5201

City/State/Zip: Detroit, MI 48226

Number of Private Security Personnel Hired Per Shift: 4- DAC Security

Are the private security personnel (check all that apply):

- Licensed       Armed       Bonded

**Section 7- COMMUNICATION & COMMUNITY IMPACT INFORMATION**

How will your event impact the surrounding community (i.e. pedestrian traffic, sound carryover, safety)?

Very minimally, there are no events at Comerica Park or Ford Field that weekend.

Have local neighborhood groups/businesses approved your event?  Yes  No

Indicate what steps you have or will take to notify them of your event: Communication will be made between

Comerica Park, Ford Field & Opera House

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### Section 8- EVENT SET-UP

Complete the appropriate categories that apply to the event **Structure**

Describe specific power needs for entertainment and/or music. If generators will be used, described how many and how they will be fueled:

We do not have this information at this time. Once the entertainment has been selected this application will be updated to reflect the bands needs.

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**Name of vendor providing generators:** N/A

Address:

Phone:

City/State/Zip

How Many?

Size/Height

Booth N/A

Tents (enclosed on 3 sides) N/A

Canopy (open on all sides) 1

Staging/Scaffolding Yes

Bleachers - N/A

**Section 9- COMPLETE ALL THAT APPLY**

**Emergency medical services?** N/A

Contact Person:

Address:

City/State/Zip:

**Name of company providing port-a-johns.** N/A

Contact Person:

Address:

Phone:

City/State/Zip:

**Name of private catering company?** N/A

Contact Person:

Address:

Phone:

City/State/Zip:

**SPECIAL USE REQUESTS**

List any streets or possible streets you are requesting to be closed. Include the day, date, and time of requested closing and reopening. Neighborhood Signatures must be submitted with application for approval. **Barricades are not available from the City of Detroit.**

Will there be street closures?  Yes      No

If yes, please complete the street closure information below and attach a map or sketch of the proposed area for closure.

**STREET NAME:** Adams Street

**FROM:** John R. **TO:** Brush

**CLOSURE DATES:** 9/24/2020 **BEG TIME:** 9am **END TIME:**

**REOPEN DATE:** 9/27/2020 **TIME:** 7pm

**STREET NAME:** West bound traffic on Madison

**FROM:** Randolph **TO:** John R.

**CLOSURE DATES:** 9/24/2020 **BEG TIME:** 9am **END TIME:**

**REOPEN DATE:** 9/27/2020 **TIME:** 7pm

**STREET NAME:** \_\_\_\_\_

**FROM:** \_\_\_\_\_ **TO:** \_\_\_\_\_

**CLOSURE DATES:** \_\_\_\_\_ **BEG TIME:** \_\_\_\_\_ **END TIME:**

**REOPEN DATE:** \_\_\_\_\_ **TIME:**

**STREET NAME:** \_\_\_\_\_

**FROM:** \_\_\_\_\_ **TO:** \_\_\_\_\_

**CLOSURE DATES:** \_\_\_\_\_ **BEG TIME:** \_\_\_\_\_ **END TIME:**

**REOPEN DATE:** \_\_\_\_\_ **TIME:**

**STREET NAME:** \_\_\_\_\_

**FROM:** \_\_\_\_\_ **TO:** \_\_\_\_\_

**CLOSURE DATES:** \_\_\_\_\_ **BEG TIME:** \_\_\_\_\_ **END TIME:**

**REOPEN DATE:** \_\_\_\_\_ **TIME:**

**PLEASE ADD IMPORTANT INFORMATION BELOW AND ATTACH A COPY OF THE FOLLOWING:**

- 1) **CERTIFICATE OF INSURANCE**
- 2) **EMERGENCY MEDICAL AGREEMENT:**
- 3) **SANITATION AGREEMENT - Sanitation is handle by DAC**
- 4) **PORT-A-JOHN AGREEMENT Not needed**
- 5) **COMMUNITY COMMUNICATION: Please see attached.**

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**AUTHORIZATION & AFFADAVIT OF APPLICANT**

I certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief that I have read, understood and agreed to abide by the rules and regulations governing the proposed Special Event, and I understand that this application is made subject to the rules and regulations established by the Mayor or the Mayor’s designee. Applicant agrees to comply with all other requirements of the City, County, State, and Federal Government and any other applicable entity, which may pertain to Special Events. I further agree to abide by these rules, and further certify that I, on behalf of the Event agree to be financially responsible for any costs and fees that may be incurred by or on behalf of the Event, to the City of Detroit.

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Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_

NOTE: Completion of this form does not constitute approval of your event. Pending review by the Special Events Management Team, you will be notified of any requirements, fees, and/or restrictions pertaining to your event.

**HOLD HARMLESS AND INDEMNIFICATION**

The Applicant agrees to indemnify and hold the City of Detroit (which includes its agencies, officers, elected officials, appointed officials and employees) harmless from and against injury, loss, damage or liability (or any claims in respect of the foregoing including claims for personal injury and death, damage to property, and reasonable outside attorney’s fees) arising from activities associated with this permit, except to the extent attributable to the gross negligence or intentional act or omission of the City.

Applicant affirms that Applicant has read and understands the Hold Harmless and Indemnification provision and agrees to the terms expressed therein.

**(Please Print)**

**Event Name:** DAC Executives Car Show \_\_\_\_\_ **Event**  
**Date:** 9/24/202-9/27/2020 \_\_\_\_\_

**Event Organizer:** Detroit Athletic Club \_\_\_\_\_

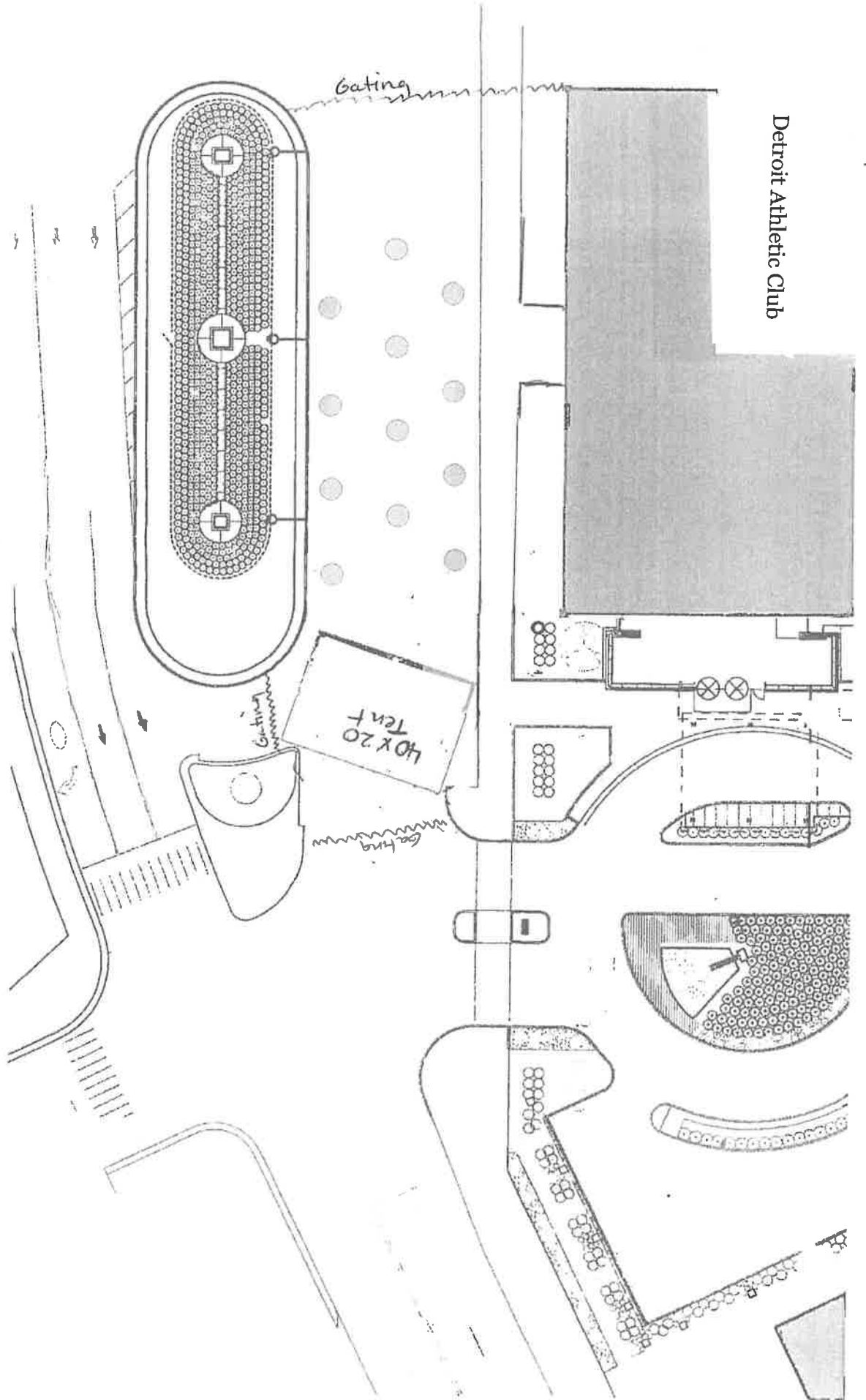
**Applicant Signature:** \_\_\_\_\_

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

Detroit Athletic Club  
"Back To The Club"  
Friday September 25<sup>th</sup> through Sunday September 27<sup>th</sup> 2020

- Exposure Control Plan –The Club currently has a COVID Preparedness and Response Plan in place. All outside vendors must initially enter the clubhouse through the employee entrance door for health screening survey and temperature check.
- Facility Signage–Digital and static signage with CDC guidelines located at each facility entrance and throughout pre-function areas of the facility
- Employee Training–All employees are trained on facility safety policies and protocols for sanitization, social distancing and client interaction techniques.
  - Employees will be reminded to stay home when sick, cover coughs and sneezes with a tissue, then throw tissue in trash, and wash hands often with soap and water for at least 20 seconds.
    - Communication - constant reinforcement at every point in the event.
    - Occupancy Limits–Occupancy during the current phase (Phase 4) will be limited to 100 attendees. Open outdoor space will practice space safe social distancing measures between guests, where possible.
- 6 Feet Apart–Creating 6-foot separation between parties or groups. Exception for known parties, those who have been quarantining together, such as families, with negative test results within the prior 24-hours.
- Restroom Access –Limit the number of employees and meeting participants in shared spaces, e.g., restrooms, food stations, etc. Signage will be provided to form lines to properly social distance outside of restroom facilities.
- Signage–Social distancing signage and decals to indicate safe distance in areas of facility operations, e.g., F/B, service desk, box office, etc.
  - Sanitization–Frequent disinfection of all public areas with EPA approved products.
  - Sanitizing Dispensers –Sanitizing dispensers throughout the facility within the common areas.
  - Food Guidelines–Continue to follow all ServSafe and Health Department guidelines for food safety.
  - Cleaning Procedures–Consistent cleaning of restrooms and common areas. Housekeeping will clean and disinfect commonly touched surfaces like tables, doorknobs, light switches, countertops, handles, toilets, faucets, and sinks with EPA-approved disinfectants against COVID-19 according to CDC cleaning and disinfecting guidelines.
  - Protective Gear for Employees–Employees will be required to wear face coverings.–Employees are provided personal protection gear including facemasks and gloves to be used in accordance with current CDC guidelines.
- Face Masks–will be required when entering and exiting the DAC and must stay on unless you are eating or drinking. During a reception style event, you are allowed to move your mask to take a drink or eat, but must return it to cover your face. During a sit down meal function, attendees may take their mask off to eat. If they get up from the table to mingle, exit the room or dance, they must place the mask back on their face. This will be fully communicated to all attendees and guests by the planner/contact/host. If the attendee does not adhere to the rules, they will be asked to leave and service will not continue until the mask is placed or the individual leaves.

Detroit Athletic Club



Create a space for 100 or less individuals

Allowing Social distancing of 6+ft as well as requiring masks

Set-Up- Thursday, September 24<sup>th</sup>

Events on Friday, September 25<sup>th</sup>, Saturday, September 26<sup>th</sup> & Sunday, September 27<sup>th</sup>

2020-08-31

**1322**

**1322** *Petition of Detroit Athletic Club, request to hold the event "Back to The Club" on Adams St. between John R. and Brush and the west bound lane of Madison between Randolph and John R. from Sep. 25, 2020 to Sep 27, 2020 with set-up on Sep 24, 2020 and teardown completion on Sep 28, 2020*

---

**REFERRED TO THE FOLLOWING DEPARTMENT(S)**

MAYOR'S OFFICE    DPW - CITY ENGINEERING DIVISION  
PLANNING AND DEVELOPMENT DEPARTMENT    POLICE  
DEPARTMENT  
FIRE DEPARTMENT    BUSINESS LICENSE CENTER  
TRANSPORTATION DEPARTMENT    MUNICIPAL

## MAYOR'S OFFICE COORDINATORS REPORT

<b>OVERALL STATUS (please circle):</b>	<u>APPROVED</u>	<u>DENIED</u>	<u>N/A</u>	<u>CANCELED</u>
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Petition #: \_\_\_\_\_ Event Name: \_\_\_\_\_

Event Date : \_\_\_\_\_

Street Closure: \_\_\_\_\_

Organization Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Receipt date of the <b>COMPLETED</b> Special Events Application:	
Date of City Clerk's Departmental Reference Communication:	
Due date for City Departments reports:	
Due date for the Coordinators Report to City Clerk:	

Event Elements (check all that apply):

- Walkathon       Carnival/Circus       Concert/Performance       Run/Marathon
- Bike Race       Religious Ceremony       Political Ceremony       Festival
- Filming       Parade       Sports/Recreation       Rally/Demonstration
- Fireworks       Convention/Conference       Other: \_\_\_\_\_
- 24-Hour Liquor License**

<p><b><u>Petition Communications</u></b> (include date/time)</p>
--

**\*\* ALL permits and license requirements must be fulfilled for an approval status \*\***

Date	Department	N/A	APPROVED	DENIED	Additional Comments
	DPD				
	DFD/ EMS				
	DPW				
	Health Dept.				

Date	Department	N/A	APPROVED	DENIED	Additional Comments
	TED				
	Recreation				
	Bldg & Safety				
	Bus. License				
	Mayor's Office				
	Municipal Parking				

**MAYOR'S OFFICE**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**OFFICE OF CONTRACTING  
AND PROCUREMENT**

August 5, 2020

HONORABLE CITY COUNCIL:

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

3043988      100% City Funding – To Provide an Emergency Demolition for the Residential Property, 4221 Dickerson. – Contractor: Inner City Contracting, LLC – Location: 18701 Grand River, Detroit, MI 48223 – Contract Period: Upon City Council Approval through July 27, 2021 – Total Contract Amount: \$13,500.00. **CITY DEMOLITION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

**BY COUNCIL MEMBER \_\_\_\_\_ BENSON \_\_\_\_\_**

**RESOLVED**, that Contract No. 3043988 referred to in the foregoing communication dated August 5, 2020, be hereby and is approved.

**OFFICE OF CONTRACTING  
AND PROCUREMENT**

August 5, 2020

HONORABLE CITY COUNCIL:

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

3044291      100% City Funding – To Provide an Emergency Demolition for the Following Residential Properties, 8837 Knodell and 11781 Promenade. – Contractor: Inner City Contracting, LLC – Location: 18701 Grand River, Detroit, MI 48223 – Contract Period: Upon City Council Approval through August 10, 2021 – Total Contract Amount: \$17,245.00. **CITY DEMOLITION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

**BY COUNCIL MEMBER \_\_\_\_\_ BENSON**

**RESOLVED**, that Contract No. 3044291 referred to in the foregoing communication dated August 5, 2020, be hereby and is approved.



**OFFICE OF CONTRACTING  
AND PROCUREMENT**

September 2, 2020

HONORABLE CITY COUNCIL:

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

6000115      100% City Funding – AMEND 3/REVENUE – To Provide an Extension of Time for the Lease of Hanger Bay 1 & 11 and an Increase of Funds to Cover Fuel and Operation Services for the Detroit Police Department Aviation. – Contractor: AVFlight Detroit City Corporation – Location: 47 West Ellsworth Road, Ann Arbor, MI 48108 – Contract Period: Upon City Council Approval through June 30, 2021 – Contract Increase Amount: \$100,000.00 – Total Contract Amount: \$554,200.00. (*Revenue Amount: \$90,840.00 / \$7,570 Monthly Rent Payments; Police Fuel Amount: \$100,000.00; Previous Amended Period: April 16, 2019 through June 30, 2020*) AIRPORT

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

**BY COUNCIL MEMBER \_\_\_\_\_ BENSON**

**RESOLVED**, that Contract No. 6000115 referred to in the foregoing communication dated September 2, 2020, be hereby and is approved.

**OFFICE OF CONTRACTING  
AND PROCUREMENT**

September 2, 2020

HONORABLE CITY COUNCIL:

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

6003044      100% Major Street Funding – To Provide Residential Sidewalk Replacement for District 3. – Contractor: Giorgi Concrete, LLC – Location: 20450 Sherwood, Detroit, MI 48234 – Contract Period: Upon City Council Approval through December 31, 2022 – Total Contract Amount: \$538,138.00. **PUBLIC WORKS**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

**BY COUNCIL MEMBER \_\_\_\_\_ BENSON \_\_\_\_\_**

**RESOLVED**, that Contract No. 6003044 referred to in the foregoing communication dated September 2, 2020, be hereby and is approved.

**OFFICE OF CONTRACTING  
AND PROCUREMENT**

September 2, 2020

HONORABLE CITY COUNCIL:

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

6002899      100% Grant Funding – To Provide Services for the Mobility Data Analysis Research Project. – Contractor: The Regents of the University of Michigan – Location: 1020 Greene Street, Ann Arbor, MI 48109 – Contract Period: January 1, 2020 through December 31, 2021 – Total Contract Amount: \$360,000.00.  
**TRANSPORTATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

**BY COUNCIL MEMBER \_\_\_\_\_ BENSON \_\_\_\_\_**

**RESOLVED**, that Contract No. 6002899 referred to in the foregoing communication dated September 2, 2020, be hereby and is approved.

**OFFICE OF CONTRACTING  
AND PROCUREMENT**

September 2, 2020

HONORABLE CITY COUNCIL:

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

3044815      100% City Funding – To Provide an Emergency Demolition for the Residential Property, (Make-Safe) 5686 Springwells. – Contractor: Detroit Next, Inc. – Location: 1001 Woodward Avenue Suite 500, Detroit, MI 48226 – Contract Period: Upon City Council Approval through August 31, 2021 – Total Contract Amount: \$14,500.00. **CITY DEMOLITION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

**BY COUNCIL MEMBER \_\_\_\_\_ BENSON \_\_\_\_\_**

**RESOLVED**, that Contract No. 3044815 referred to in the foregoing communication dated September 2, 2020, be hereby and is approved.

**OFFICE OF CONTRACTING  
AND PROCUREMENT**

September 2, 2020

HONORABLE CITY COUNCIL:

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

3045075      100% City Funding – To Provide an Emergency Demolition for the Commercial Property, 14729 E Jefferson. – Contractor: SC Environmental Services, LLC – Location: 1234 Washington Boulevard 5<sup>th</sup> Floor, Detroit, MI 48226 – Contract Period: Upon City Council Approval through September 7, 2021 – Total Contract Amount: \$31,850.00. **CITY DEMOLITION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

**BY COUNCIL MEMBER \_\_\_\_\_ BENSON \_\_\_\_\_**

**RESOLVED**, that Contract No. 3045075 referred to in the foregoing communication dated September 2, 2020, be hereby and is approved.



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

August 28, 2020

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

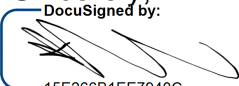
**RE: Authorization to submit a grant application to the Community Foundation for Southeast Michigan for the CFSEM General Grant**

The Health Department is hereby requesting authorization from Detroit City Council to submit a grant application to the Community Foundation for Southeast Michigan for the CFSEM General Grant. The amount being sought is \$75,000.00. There is no required match. The total project cost is \$75,000.00.

The CFSEM General Grant will enable the department to:

- Support expansion of the Detroit ID program, so that cards can be issued same-day, to meet increasing demands on vulnerable communities due to COVID-19.

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

Sincerely,  
DocuSigned by:  
  
15E266B1EE7940C...

Katerli Bounds  
Director, Office of Development and Grants  
CC:  
Sirene Abou-Chakra, Chief Development Officer  
Sajjiah Parker, Assistant Director, Grants



## Office of Development and Grants

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### RESOLUTION

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

**WHEREAS**, the Health Department has requested authorization from City Council to submit a grant application to the Community Foundation for Southeast Michigan, for the CFSEM General Grant, in the amount of \$75,000.00, to support expansion of the Detroit ID program, so that cards can be issued same-day, to meet increasing demands on vulnerable communities due to COVID-19; now

**THEREFORE BE IT RESOLVED**, the Health Department is hereby authorized to submit a grant application to the Community Foundation for Southeast Michigan, for the CFSEM General 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](mailto:parkersa@detroitmi.gov) and Greg Andrews, Program Analyst IV, [andrewsgr@detroitmi.gov](mailto:andrewsgr@detroitmi.gov)

<b>City Department</b>	Health
<b>Date</b>	8/14/2020
<b>Department Contact Name</b>	David Bowser
<b>Department Contact Phone</b>	313-618-0771
<b>Department Contact Email</b>	bowserd@detroitmi.gov
<b>Grant Opportunity Title</b>	CFSEM General Grant Program
<b>Grant Opportunity Funding Agency</b>	Community Foundation for Southeast Michigan
<b>Web Link to Opportunity Information</b>	
<b>Award Amount</b> (that Department will apply for)	\$75,000
<b>Application Due Date</b>	August 15, 2020
<b>Anticipated Proposed Budget Amount</b>	\$75,000
<b>City Match Contribution Amount</b>	N/A
<b>Source of City Match</b> (include Appropriation Number, Cost Center, and Object Code)	N/A
<b>List of programs/services/activities to be funded and the Budget for each</b> <i>Sample:</i> - ABC Afterschool program: \$150,000 - XYZ Youth leadership program: \$100,000 - Salary/Benefits: \$95,000 - Supplies: \$5,000	5,000 Instant Detroit ID cards: \$17,500 Detroit ID Staff and Fringe: \$57,500
<b>Brief Statement of Priorities/Purpose for the Application</b> <i>Sample: To support expansion of promising youth development programs in MNO neighborhood.</i>	To support the expansion of Detroit ID so that cards can be issued same-day to meet increasing demands due to COVID-19.
<b>Key Performance Indicators to be Used to Measure the Programs/Services/Activities</b> <i>Sample:</i> # of kids newly enrolled in ABC and XYZ % of kids from ABC who demonstrate improved educational performance	# of cards distributed to residents # of residents provided case management assistance

**Denise Fair**

Director's Name (Please Print)

DocuSigned by:

*Denise Fair*

Director's Signature

8/13/2020

Date



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

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

July 7, 2020

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

**RE: Request to Accept and Appropriate the FY 2020 COPS Hiring Program Grant**

The U.S. Department of Justice has awarded the City of Detroit Police Department with the FY 2020 COPS Hiring Program Grant for a total of \$2,474,706.00. There is no match requirement. The total project cost is \$2,474,706.00. The grant period is July 1, 2020 through June 30, 2023.

The objective of the grant is to support the Operation Relentless Support Task Force. The funding allotted to the department will be utilized to hire 15 officers to increase community policing and reduce violent crime.

If approval is granted to accept and appropriate this funding, the appropriation number is 20824.

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

Sincerely,

DocuSigned by:  
  
15E266B1EE7940C...

Katerli Bounds  
Director, Office of Development and Grants  
CC:  
Sirene Abou-Chakra, Chief Development Officer  
Sajjiah Parker, Assistant Director, Grants

DocuSigned by:  
  
1E1A2A8BD6C84B3...

Office of Budget  
DocuSigned by:  
  
3925B7659A3D409...

Agreement Approved as to Form  
By the Law Department



## Office of Development and Grants

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### RESOLUTION

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

**WHEREAS**, the Detroit Police Department is requesting authorization to accept a grant of reimbursement from U.S. Department of Justice, in the amount of \$2,474,706.00, to hire 15 officers to support the Operation Relentless Pursuit Task Force, 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 20824, in the amount of \$2,474,706.00, for the FY 2020 COPS Hiring Program Grant.



U.S. DEPARTMENT OF JUSTICE  
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES  
145 N Street, NE, Washington, D.C. 20530

**COPS**

June 25, 2020

Chief of Police James Craig  
Director Katerli Bounds

Detroit, City of  
1301 Third Street 7th Floor  
Detroit, MI 48226

Re: COPS Hiring Program award number 2020ULWX0003  
ORI MI82349

Dear Chief of Police Craig and Director Bounds:

Congratulations on your agency's award for 15 officer position(s) and \$2,474,706.00 in federal funds over a three-year award period under the 2020 COPS Hiring Program (CHP). The local cash match required for this award will be \$0.00. Your agency may use CHP award funding to (1) hire new officers, (2) rehire officers who have been laid off, or (3) are scheduled to be laid off on a specific future date, as a result of local budget reductions, on or after the official award start date. Please note that any changes to the awarded hiring categories require an official review and approval by the COPS Office.

A list of conditions that apply to your award is included on your Award Document and Award Document Supplement, if applicable. A limited number of agencies may be subject to an Additional Award Notification as a result of an ongoing federal civil rights investigation, other award review, or audit of your agency by the Department of Justice. If applicable to your agency, the Additional Award Notification is included at the end of this letter and is incorporated by reference as part of this letter. In addition, a limited number of agencies may be subject to Special Conditions as a result of high risk designation or other unique circumstances. If applicable to your agency, these Special Conditions will be found in an Award Document Supplement in your award package. You should read and familiarize yourself with these conditions. **To officially accept your award, the Award Document (including the conditions and special conditions, if applicable) must be signed electronically via the Account Access link on the COPS Office website at [www.cops.usdoj.gov](http://www.cops.usdoj.gov) within 45 days from the date of this letter.**

The official start date of your award is 07/01/2020. Therefore, you can be reimbursed for allowable and approved expenditures made on or after this date. Please carefully review the Financial Clearance Memorandum (FCM) included in your award package to determine your approved budget, as some of your requested items may not have been approved by the COPS Office during the budget review process and award funds may only be used for approved items. The FCM will specify the final award amount and will also identify any disallowed costs.

ADVANCING PUBLIC SAFETY THROUGH COMMUNITY POLICING

Supplemental online award information for 2020 COPS CHP recipients can be found on the CHP Program page at <https://cops.usdoj.gov/chp-award>. We strongly encourage you to visit this site immediately to access a variety of important and helpful documents that will assist you with the implementation of your award including the 2020 CHP Award Owner's Manual, which specifies the programmatic and financial terms, conditions, and requirements of your award. In addition, the above website link includes the forms and instructions necessary to begin drawing down funds for your award. Please also ensure that you print out a copy of your application and maintain it with your award file records.

Once again, congratulations on your 2020 CHP award. If you have any questions about your award, please do not hesitate to call your Grant Program Specialist through the COPS Office Response Center at 800-421-6770.



Phillip E. Keith, Director

Date: 06/10/2020

**Additional Award Notification**



U.S. DEPARTMENT OF JUSTICE  
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES  
145 N Street, NE, Washington, D.C. 20530



### Award Document

#### *COPS Office COPS Hiring Program (CHP)*

**CFDA - 16.710 - Public Safety Partnership and Community Policing Grants  
Treasury Account Symbol (TAS) 15X0406**

**Award Number: 2020ULWX0003**

**ORI Number: MI82349**

**OJP Vendor Number: 386004606**

**DUNS Number: 1371992660000**

**Applicant Organization's Legal Name: Detroit, City of**

**Applicant's System for Award Management (SAM) name: Detroit, City Of**

**Law Enforcement Executive / Agency Executive: Chief of Police James Craig**

**Government Executive / Financial Official: Director Katerli Bounds**

**Award Start Date: 07/01/2020**

**Award End Date: 06/30/2023**

**Award Amount: \$2,474,706.00**

**Full-Time Officers Funded: 15**

**New Hires: 15    Rehires Previously Laid Off: 0    Rehires Scheduled for Lay Off: 0**

The FY 2020 COPS Hiring Program (CHP) award provides funding to law enforcement agencies to hire and/or rehire career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts. CHP awards provide up to 75 percent of the approved entry-level salaries and fringe benefits of full-time officers for a 36-month award period, with a minimum 25 percent local cash match requirement and a maximum federal share of \$125,000 per officer position.

The Financial Clearance Memorandum (FCM) and, if applicable, the Cooperative Agreement included in your award package are incorporated by reference in their entirety and shall become part of this Award Document. By signing this Award Document, the recipient agrees to abide by all FY 2020 Community Policing Development Program (CHP) Award Terms and Conditions; the approved budget in the FCM; if applicable, all requirements in the Cooperative Agreement; and, if applicable, the Special Award Conditions and/or High Risk Conditions in the Award Document Supplement.

Phillip E. Keith, Director

Date: 06/10/2020

(Signature Pending)

(Date Pending)

Signature of the Program Official with the Authority to Accept  
this Grant Award

Date

(Signature Pending)

(Date Pending)

*Signature of the Financial Official with the Authority to Accept      Date*  
*this Grant Award*

False statements or claims made in connection with COPS office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any remedy available by law to the Federal Government.

U.S. Department of Justice  
*Office of Community Oriented Policing Services*

**2020 COPS Hiring Program  
Award Terms and Conditions**

By signing the Award Document to accept this **COPS Hiring Program** award, your agency agrees to abide by the following award terms and conditions:

**1. Award Owner's Manual**

The recipient agrees to comply with the terms and conditions in the applicable 2020 COPS Office Program Award Owner's Manual; COPS Office statute (34 U.S.C. § 10381, et seq.) ; the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

**2. Assurances and Certifications**

The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

**3. Allowable Costs**

The funding under this project is for the payment of approved full-time entry-level salaries and fringe benefits over three years (for a total of 36 months of funding) up to a maximum federal share of \$125,000 per officer position for career law enforcement officer positions hired and/or rehired on or after the official award start date. Any salary and fringe benefit costs higher than entry-level that your agency pays a CHP-funded officer must be paid with local funds.

Your agency is required to use CHP award funds for the specific hiring categories awarded. Funding under this program may be used for the following categories:

- Hiring new officers, which includes filling existing officer vacancies that are no longer funded in your agency's budget;
- Rehiring officers laid off by any jurisdiction as a result of state, local, or Bureau of Indian Affairs (BIA) budget reductions; and/or
- Rehiring officers who were, at the time of award application, scheduled to be laid off (by your jurisdiction) on a specific future date as a result of state, local, or BIA budget reductions

If your agency's local fiscal conditions have changed and your agency needs to change one or more of the funded hiring categories, your agency should request an award modification and receive prior approval before spending CHP funding under the new category.

The Financial Clearance Memorandum (FCM), included in your award package, specifies the amount of CHP funds awarded to your agency. You should carefully review your FCM, which contains the final officer salary and fringe benefit categories and amounts for which your agency was approved. Please note that the salary and fringe benefit costs requested in your CHP application may have been adjusted or removed. Your agency may only be reimbursed

for the approved cost categories that are documented within the FCM, up to the amounts specified in the FCM. Your agency may not use CHP funds for any costs that are not identified as allowable in the Financial Clearance Memorandum.

Only actual allowable costs incurred during the award period will be eligible for reimbursement and drawdown. If your agency experiences any cost savings over the course of the award (for example, your award application overestimated the total entry-level officer salary and fringe benefits package), your agency may not use that excess funding to extend the length of the award beyond 36 months. Any funds remaining after your agency has drawn down for the costs of approved salaries and fringe benefits incurred for each awarded position during the 36-month funding period will be deobligated during the closeout process and should not be spent by your agency.

#### **4. Supplementing, Not Supplanting**

State, local, and tribal governments must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

#### **5. Extensions**

Your agency may request an extension of the award period to receive additional time to implement your award program. Such extensions do not provide additional funding. Awards may be extended a maximum of 36 months beyond the initial award expiration date. Any request for an extension beyond 36 months will be evaluated on a case-by-case basis. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Reasonable justifications may include difficulties in filling COPS Office-funded positions, officer turnover, or other circumstances that interrupt the 36 month award funding period. An extension allows your agency to compensate for such delays by providing additional time to complete the full 36 months of funding for each position awarded. **Extension requests must be received prior to the end date of the award.**

#### **6. Modifications**

Occasionally, a change in an agency's fiscal or law enforcement situation necessitates a change in its COPS Office CHP award. Award modifications under CHP are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308. For federal awards in excess of \$250,000, any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office. In addition, please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

In addition, modification requests should be submitted to the COPS Office when an agency determines that it will need to shift officer positions awarded in one hiring category into a different hiring category and/or reduce the total number of positions awarded. For example, if an agency was awarded CHP funding for two new, additional sworn officer positions, but due to fiscal distress/constraints the agency needs to change the hiring category from the new hire category to the rehire category for officers laid off or scheduled for layoff on a specific future date post-application, the agency would have to request a modification. The COPS Office will only consider a modification

request after an agency makes final, approved budget and/or personnel decisions. An agency may implement the modified award following written approval from the COPS Office. Please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

#### **7. Evaluations**

The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The recipient agrees to cooperate with the monitors and evaluators 34 U.S.C. § 10385(b).

#### **8. Reports/Performance Goals**

To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic progress reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R. §§ 200.327 - 200.328. The progress report is used to track your agency's progress toward implementing community policing strategies and to collect data to gauge the effectiveness of increasing your agency's community policing capacity through COPS Office funding. The Federal Financial Report is used to track the expenditures of the recipient's award funds on a cumulative basis throughout the life of the award.

#### **9. Award Monitoring Activities**

Federal law requires that law enforcement agencies receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, enhanced office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report. 34 U.S.C. § 10385(a) and 2 C.F.R. §§ 200.333 & 200.336.

#### **10. Federal Civil Rights**

The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition —

- a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and

d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

#### **11. Equal Employment Opportunity Plan (EEO)**

All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan (28 C.F.R. Part 42 subpart E).

#### **12. False Statements**

False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

#### **13. Duplicative Funding**

The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

#### **14. Additional High-Risk Recipient Requirements**

The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient (2 C.F.R. § 200.207).

#### **15. System for Award Management (SAM) and Universal Identifier Requirements**

The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:

##### **I. System for Award Management and Universal Identifier Requirements**

###### ***A. Requirement for System for Award Management***

Unless you are exempted from this requirement under 2 C.F.R. § 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

###### ***B. Requirement for unique entity identifier***

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
2. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

C. *Definitions*

For purposes of this award term:

1. *System for Award Management (SAM)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://www.sam.gov>).
2. *Unique entity identifier* means the identifier required for SAM registration to uniquely identify business entities.
3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 C.F.R. Part 25, subpart C:
  - a. A Governmental organization, which is a State, local government, or Indian Tribe;
  - b. A foreign public entity;
  - c. A domestic or foreign nonprofit organization;
  - d. A domestic or foreign for-profit organization; and
  - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. *Subaward*:
  - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R. § 200.330).
  - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. *Subrecipient* means an entity that:
- a. Receives a subaward from you under this award; and
  - b. *Is accountable to you for the use of the Federal funds provided by the subaward.*

**16. Reporting Subawards and Executive Compensation**

The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:

**I. Reporting Subawards and Executive Compensation.***a. Reporting of first-tier subawards.***1. Applicability.**

Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

**2. Where and when to report.**

*i.* You must report each obligating action described in paragraph a.1. of this award term to <https://www.fsr.gov>.

*ii.* For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

**3. What to report.**

You must report the information about each obligating action that the submission instructions posted at <https://www.fsr.gov> specify.

*b. Reporting Total Compensation of Recipient Executives.*

**1. Applicability and what to report.** You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if —

*i.* the total Federal funding authorized to date under this award is \$25,000 or more;

*ii.* in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and

- (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/excomp.htm>.)
2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
- i. As part of your registration profile at <https://www.sam.gov>,
- ii. By the end of the month following the month in which this award is made, and annually thereafter.
- c. *Reporting of Total Compensation of Subrecipient Executives.*
1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
- i. in the subrecipient's preceding fiscal year, the subrecipient received—
- (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and
- (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/excomp.htm>.)
2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

- i. To the recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. *Exemptions*

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards, and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. *Definitions.* For purposes of this award term:

1. Entity means all of the following, as defined in 2 C.F.R. Part 25:
  - i. A Governmental organization, which is a State, local government, or Indian tribe;
  - ii. A foreign public entity;
  - iii. A domestic or foreign nonprofit organization;
  - iv. A domestic or foreign for-profit organization;
  - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
2. *Executive* means officers, managing partners, or any other employees in management positions.
3. *Subaward*:
  - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and

Non-Profit Organizations”).

*iii.* A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:

*i.* Receives a subaward from you (the recipient) under this award; and

*ii.* Is accountable to you for the use of the Federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):

*i.* *Salary and bonus.*

*ii.* *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

*iii.* *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

*iv.* *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

*v.* *Above-market earnings on deferred compensation which is not tax-qualified.*

*vi.* Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

### **17. Debarment and Suspension**

The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in federal assistance programs. 2 C.F.R. Part 180 (Government-wide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

### **18. Employment Eligibility**

The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

**19. Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information**

The recipient agrees not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. The recipient also agrees to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

**20. Mandatory Disclosure**

Recipients and subrecipients must timely disclose in writing to the Federal awarding agency or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over \$500,000 must also report certain civil, criminal, or administrative proceedings in SAM and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.338.

**21. Conflict of Interest**

Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in accordance with 2 C.F.R. § 200.112.

**22. Contract Provision**

All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, (Appendix II to Part 200 — Contract Provisions for Non-Federal Entity Contracts Under Federal Awards). Please see appendices in the Award Owner's Manual for a full text of the contract provisions.

**23. Restrictions on Internal Confidentiality Agreements**

No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Consolidated Appropriations Act, 2020, Public Law 116-93, Division C, Title VII, Section 742.

**24. Recipient Integrity and Performance Matters**

For awards over \$500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:

A. Reporting of Matters Related to Recipient Integrity and Performance

1. *General Reporting Requirement*

If the total value of your currently active awards, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported

to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2. of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. *Proceedings About Which You Must Report*

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of an award, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five year period; and
- c. Is one of the following:
  - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5. of this award term and condition;
  - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
  - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
  - (4) Any other criminal, civil, or administrative proceeding if:
    - i. It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
    - ii. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
    - iii. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. *Reporting Procedures*

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2. of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. *Reporting Frequency*

During any period of time when you are subject to the requirement in paragraph 1. of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, award, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. *Definitions*

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or award. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active awards, cooperative agreements, and procurement contracts includes —
  - (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
  - (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

**25. Citizenship and Immigration Status Communications**

Authority to obligate or expend contingent on compliance with this condition.

NOTE: This grant condition is established under the COPS Office's broad authority and discretion to award and administer grants. See, e.g., 34 U.S.C. § 10381, et seq. This condition applies only to state or local government entities or to non-state or local government entities that make subawards with these funds to a state or local government entity.

State or local government entity recipients of this award, and any subrecipient of this award at any tier that is an entity of a State or of a unit of local government, may not obligate or expend award funds if – at the time of the obligation or expenditure – the “program or activity” of the recipient funded in whole or in part with the award funds (which includes any such program or activity of any subrecipient at any tier) is subject to any prohibitions or restrictions on sending to, requesting or receiving from, maintaining, or exchanging information regarding citizenship or immigration status with components of the U.S. Department of Homeland Security or any federal, state or local government entity, as generally described in 8 U.S.C. 1373(a) or (b). This includes any prohibitions or restrictions imposed or established by a state or local government entity or official.

A subrecipient of this award (at any tier) that is an entity of a State or of a unit of local government may not obligate or expend award funds if – at the time of the obligation or expenditure – the “program or activity” of the subrecipient (which includes any such program or activity of any subrecipient at any further tier) funded (in whole or in part) with award funds is subject to any prohibitions or restrictions on sending to, requesting or receiving from, maintaining, or exchanging information regarding citizenship or immigration status with components of the U.S. Department of Homeland Security or any federal, state or local government entity, as generally described in 8 U.S.C. 1373(a) or (b). This includes any prohibitions or restrictions imposed by a state or local government entity or official.

Any obligations or expenditures of a recipient or subrecipient that are impermissible under this condition shall be unallowable costs for purposes of this award.

Rules of Construction. For purposes of this condition, “program or activity” means what it means under section 606 of title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-4a).

References to the Immigration and Naturalization Service in 8 U.S.C. 1373 are to be read, as a legal matter, as references to particular components of the U.S. Department of Homeland Security.

Should any provision of a condition of this award be held to be invalid or unenforceable by its terms, then that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law (to any person or circumstance) under this award. Should it be held, instead, that a condition (or a provision thereof) is of utter invalidity or unenforceability, such condition (or such provision) shall be deemed severable from this award.

Any questions about the meaning or scope of this condition should be directed, prior to acceptance of this award, to the Office of Community Oriented Policing Services Legal Division at 202-514-3750.

#### **26. Contracts and/or MOUs with other Jurisdictions**

Sworn law enforcement officer positions awarded must be used for law enforcement activities or services that benefit your agency and the population that it serves. The items funded under the CHP award cannot be utilized by other agencies unless the items benefit the population that your agency serves. Your agency may use items funded under the CHP award to assist other law enforcement agencies under a resource sharing, mutual aid, or other agreement to address multi-jurisdictional issues as described in the agreement.

**27. Retention**

At the time of award application, your agency committed to retaining all sworn officer positions awarded under the CHP award with state and/or local funds for a minimum of 12 months following the conclusion of 36 months of federal funding for each position, over and above the number of locally-funded sworn officer positions that would have existed in the absence of the award. Your agency cannot satisfy the retention requirement by using CHP-funded positions to fill locally-funded vacancies resulting from attrition. 34 U.S.C. § 10382 (c)(8).

**28. Community Policing**

Community policing activities to be initiated or enhanced by your agency and the officers funded by this award program were identified and described in your CHP award application. In sections VI(A) and (B), your agency developed a community policing plan for the CHP award with specific reference to a crime or disorder problem and the following elements of community policing: (a) problem solving—your agency’s plan to assess and respond to the problem identified; (b) community partnerships and support, including related governmental and community initiatives that complement your agency’s proposed use of CHP funding; and (c) organizational transformation—how your agency will use the funds to reorient its mission to community policing or enhance its involvement in and commitment to community policing. Throughout the CHP award period, your agency is required to implement the community policing plan it set forth in the CHP award application.

The COPS Office defines community policing as a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem-solving techniques to proactively address the immediate conditions that give rise to public safety issues such as crime, social disorder, and fear of crime. CHP awards through the specific officers funded (or an equal number of redeployed veteran officers) must be used to initiate or enhance community policing activities. All newly hired additional or rehired officers (or an equal number of redeployed veteran officers) funded under CHP must implement your agency’s approved community policing plan, which you described in your award application.

**29. Local Match**

COPS Hiring Program award recipients are required to contribute a local match of at least 25 percent towards the total cost of the approved award project, unless waived in writing by the COPS Office. The local match must be a cash match from funds not previously budgeted for law enforcement purposes and must be paid during the award period. The local match contribution must be made on an increasing basis during each year of the three-year award period, with the federal share decreasing accordingly. 34 U.S.C. § 10381(g).

**30. School Resource Officer (SRO) Training Requirement**

COPS Office-funded SRO(s) are required to complete a National Association of School Resource Officers (NASRO) 40 hour basic training course. Course substitutions are not permitted. Training must be completed no later than nine months after the date shown on the award congratulatory letter or six months from the SRO hire date; whichever comes first. If a COPS Office-funded SRO leaves the recipient agency after completing the NASRO training, the recipient agrees to pay for the new SRO, who is assigned to backfill this position, to attend a NASRO 40 hour basic training course. The new SRO must complete the training no later than nine months after being placed in the school. If the officer has completed NASRO 40 hour basic training within the last 12 months prior to the award date, the condition has been fulfilled. Any longer than 12 months will require the officers to retake the course. The agency must contact the NASRO Grant Coordinator if they want funds to cover registration and travel costs.

**31. Background Investigations**

Recipients agree to ensure that each officer(s) hired with CHP funding will be subject to a background investigation, notify the COPS Office upon completion of the background investigation for each officer hired under the CHP award, and cooperate with the COPS Office and provide updates on the status of background investigations upon request. 2 C.F.R. § 200.207

If the COPS Office determines that CHP funds are being used to pay the salary and fringe benefits of an officer who has not undergone a background investigation, the COPS Office may temporarily suspend grant funds in accordance with 2 C.F.R. §200.338 until the agency can demonstrate the background investigation has been completed.

**32. Career Law Enforcement Officer**

Officer hiring funds may only be used to pay entry-level salaries and fringe benefits for full-time “career law enforcement officers” for 36 months. The COPS Office’s statute defines a “career law enforcement officer” as “a person hired on a permanent basis who is authorized by law or by a State or local public agency to engage in or supervise the prevention, detection, or investigation of violations of criminal laws.” 34 U.S.C. §10389(1). A recipient agency may use officer hiring funds to pay the salary and benefits of recruits while in academy training to become “career law enforcement officers” if it is the standard practice of the agency to do so with locally-funded recruits. The State of Alaska, and any Indian tribe or tribal organization in that State, may also use officer hiring funds for a “village public safety officer” defined as “an individual employed as a village public safety officer under the program established by the State pursuant to Alaska Statute 18.65.670.” Tribal Law and Order Act of 2010, Pub. L. 111-211, title II, § 247 (a)(2).



U.S. DEPARTMENT OF JUSTICE  
 OFFICE OF COMMUNITY ORIENTED POLICING SERVICES  
 145 N Street, NE, Washington, D.C. 20530

**COPS**

## Financial Clearance Memorandum

### *COPS Office COPS Hiring Program Program (CHP)*

To: Chief of Police James Craig and Director Katerli Bounds

Re: Financial Clearance Memorandum

A financial analysis of budgeted costs has been completed. Costs under this award appear reasonable, allowable, and consistent with existing guidelines. Exceptions / Adjustments are noted below.

Total officer positions awarded: 15

#### Approved costs per entry-level officer, per year

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
<b>Base salary</b>	<b>\$40,732.00</b>	<b>\$41,750.00</b>	<b>\$42,794.00</b>
<b>Benefits</b>	<b>\$13,052.65</b>	<b>\$13,161.35</b>	<b>\$13,490.41</b>
Social Security	\$2,525.38	\$2,588.50	\$2,653.23
Medicare	\$590.61	\$605.38	\$620.51
Health insurance	\$4,533.47	\$4,421.32	\$4,531.88
Life insurance	\$85.54	\$54.28	\$55.63
Vacation	\$0.00	\$0.00	\$0.00
Sick leave	\$0.00	\$0.00	\$0.00
Retirement	\$4,989.67	\$5,156.12	\$5,285.06
Worker's compensation	\$1.75	\$1.75	\$1.75
Unemployment insurance	\$0.00	\$0.00	\$0.00
Other costs: Vision Insurance	\$0.37	\$41.75	\$42.79
Other costs: Dental Insurance	\$325.86	\$292.25	\$299.56

#### Approved total project costs

ADVANCING PUBLIC SAFETY THROUGH COMMUNITY POLICING

	<u>Per officer</u>	<u>Grand total</u>
Salaries and fringe benefits	\$164,980.41	\$2,474,706.00
Federal share	\$164,980.00	\$2,474,706.00
Applicant share	\$0.00	\$0.00

Local match waiver granted.

Budget Cleared Date: 06/25/2020

**Overall Comments:**

NA

**Additional Comments:**

N/A



U.S. DEPARTMENT OF JUSTICE  
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES  
145 N Street, NE, Washington, D.C. 20530

**COPS**

## Award Document Supplement

### *COPS Hiring Program (CHP)*

By signing the Award Document to accept this COPS Hiring Program (CHP) award, the recipient agrees to abide by the following Special Award Conditions and/or High Risk Conditions:

#### **Special Award Conditions**

(Advancing Department of Justice Priority Crime Problem Awards)

Your agency has been selected for a COPS Hiring Program (CHP) award to address a particular Department of Justice priority crime problem/focus area, based specifically on your CHP award application's community policing plan to improve your agency's public safety response to the critical issues of Illegal Immigration, Violent Crime, or Homeland Security.

Please be advised that, in accepting this award, your agency is agreeing to this Special Condition to its CHP award that requires your agency's COPS-funded officers (or an equivalent number of locally-funded officers) to initiate or enhance your agency's community policing plan to address one of the priority crime problems identified above. By signing the 2020 CHP award, your agency understands and agrees to the following:

- Your agency will implement the one specific community policing plan identified in your CHP award application;
- Your agency will address its specific priority crime problem throughout the entire CHP award period;
- Your agency will implement any organizational changes identified in its CHP award application in Section 6B, Questions 12 and 13;
- Your agency will cooperate with any award monitoring by the COPS Office to ensure that it is initiating or enhancing its community policing efforts to address its priority crime problem, which may include your agency having to respond to additional or modified reporting requirements.

#### **Memorandum of Understanding Requirement**

(School-based Policing through School Resource Officers Focus Area Only)

By signing the 2020 CHP award, recipients using CHP funding to hire and/or deploy School Resource Officers into schools understand and agree to the following:

- Your agency must submit a signed Memorandum of Understanding (MOU) between the law enforcement agency and the school partner(s) to the COPS Office before obligating or drawing down funds under this award. The MOU must be submitted to the COPS Office within 90 days of the date shown on the award congratulatory letter.
- Your agency's MOU must contain the following information;
  - The purpose of the MOU
  - Clearly defined roles and responsibilities of the school district and the law enforcement agency, focusing officers' roles on safety
  - Information sharing
  - Supervision responsibility and chain of command for the SRO
  - Signatures

Note: Please refer to the MOU Fact Sheet for a detailed explanation of the requirements under each of the bullets

- Your agency's implementation of the CHP award without submission and acceptance of the required MOU may result in expenditures not being reimbursed by the COPS Office and/or award de-obligation.

### **Operation Relentless Pursuit Task Forces** (Operation Relentless Pursuit Task Force Positions Only)

By signing the 2020 CHP award, which includes funding for Operation Relentless Pursuit (ORP) task force positions, recipients agree to the following:

- Recipients are encouraged to deploy existing veteran officers to task force duties and use CHP funding to hire new recruits to backfill those positions, as practical.
- Officers deployed to ORP task force operations as a result of CHP funding must be sworn, career law enforcement officers of the awarded agency, and their work on the task force must benefit their jurisdiction.
- Officers deployed to ORP task force operations as a result of CHP funding are required to work with their United States Attorney's Office and relevant federal agencies to investigate and prosecute targets involved in gangs, drug trafficking, and other violent crime-related issues.
- Officers deployed to ORP task force operations as a result of CHP funding should spend most of their time performing task force related activities. However, all decisions concerning task force participation will be made at the local level by the United States Attorney's Office.
- Officers deployed to ORP task force operations as a result of CHP funding must participate in ORP task force activities until the task force concludes or the grant award period expires, whichever comes first. Should the task force conclude before the award period expires, awardees are expected to fulfill the remainder of the 36-month grant term focusing on violent crime issues within the awardee's jurisdiction.



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

August 27, 2020

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 Michigan Department of Health and Human Services for the FY 2020 Coronavirus Task Force on Racial Disparities Rapid Response Initiative Grant**

The Detroit Health Department in partnership with the Housing and Revitalization and the Civil Rights, Inclusion and Opportunity Departments is hereby requesting authorization from Detroit City Council to submit a grant application to the Michigan Department of Health and Human Services for the FY 2020 Coronavirus Task Force on Racial Disparities Rapid Response Initiative Grant. The amount being sought is \$1,592,237.00. There is no required cash match. The total project cost is \$1,592,237.00.

The FY 2020 Coronavirus Task Force on Racial Disparities Rapid Response Initiative Grant will enable the departments to:

- Pay for COVID-19 response related administrative, staff salary/fringe, supplies, contracts, marketing/education and tuition expenses.

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

Sincerely,  
DocuSigned by:

A handwritten signature in black ink, appearing to read 'Katerli Bounds', enclosed in a blue DocuSign signature box.

15E266B1EE7940C...

Katerli Bounds  
Director, Office of Development and Grants  
CC:  
Sirene Abou-Chakra, Chief Development Officer  
Sajjiah Parker, Assistant Director, Grants



## Office of Development and Grants

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### RESOLUTION

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

**WHEREAS**, the Detroit Health Department in partnership with the Housing and Revitalization and the Civil Rights, Inclusion and Opportunity Departments has requested authorization from City Council to submit a grant application to the Michigan Department of Health and Human Services for the FY 2020 Coronavirus Task Force on Racial Disparities Rapid Response Initiative Grant, in the amount of \$1,592,237.00, to pay for COVID-19 response related administrative, staff salary/fringe, supplies, contracts, marketing/education and tuition expenses; now

**THEREFORE BE IT RESOLVED**, the Detroit Health Department in partnership with the Housing and Revitalization and the Civil Rights, Inclusion and Opportunity Departments is hereby authorized to submit a grant application.



CITY OF DETROIT  
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### 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](mailto:parkersa@detroitmi.gov) and Greg Andrews, Program Analyst IV, [andrewsgr@detroitmi.gov](mailto:andrewsgr@detroitmi.gov)

<b>City Department</b>	Multi-departmental: Detroit Health Department/HRD/CRIO
<b>Date</b>	8/24/20
<b>Department Contact Name</b>	Katerli Bounds
<b>Department Contact Phone</b>	313-628-0273
<b>Department Contact Email</b>	boundsk@detroitmi.gov
<b>Grant Opportunity Title</b>	The Coronavirus Task Force on Racial Disparities Rapid Response Initiative
<b>Grant Opportunity Funding Agency</b>	MDHHS
<b>Web Link to Opportunity Information</b>	<a href="https://www.michigan.gov/mdhhs/0,5885,7-339-71551_5460_99929---,00.html">https://www.michigan.gov/mdhhs/0,5885,7-339-71551_5460_99929---,00.html</a>
<b>Award Amount (that Department will apply for)</b>	\$1,592,237
<b>Application Due Date</b>	8/24/20
<b>Anticipated Proposed Budget Amount</b>	\$1,592,237
<b>City Match Contribution Amount</b>	N/A
<b>Source of City Match (include Appropriation Number, Cost Center, and Object Code)</b>	N/A
<b>List of programs/services/activities to be funded and the Budget for each</b> <i>Sample:</i> - ABC Afterschool program: \$150,000 - XYZ Youth leadership program: \$100,000 - Salary/Benefits: \$95,000 - Supplies: \$5,000	Salaries- \$161,280 Fringe- \$26,844 Supplies- \$712,500 Administrative- \$25,000 Contractual- \$557,163 Marketing- \$100,000 Tuition- \$9,450
<b>Brief Statement of Priorities/Purpose for the Application</b> <i>Sample: To support expansion of promising youth development programs in MNO neighborhood.</i>	<ul style="list-style-type: none"> <li>• To pay for nursing staff at Q&amp;I shelters to provide care to the homeless population</li> <li>• To provide resource navigation at community-based COVID testing sites to connect underserved residents to other services offered by DHD</li> <li>• To train volunteer resource navigators of the Detroit Parent Network (DPN) in the MICHWA-certified curriculum for Community Health Workers (CHWs)</li> <li>• To provide telehealth services residents who are unable to access DHD services in-person may access remotely</li> <li>• To pay for communication expenses related to a COVID-19 public health media campaign developed by DHD</li> <li>• To provide PPE to Detroit based businesses to ensure they are able to operate in a safe manner</li> </ul>
<b>Key Performance Indicators to be Used to Measure the Programs/Services/Activities</b> <i>Sample:</i> # of kids newly enrolled in ABC and XYZ % of kids from ABC who demonstrate improved educational performance	# of homeless served # of residents served # of volunteers trained # of businesses served # of PPE distributed

**Katerli Bounds**

Director's Name (Please Print)

*Katerli bounds*

Director's Signature

**8/25/20**

Date



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

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WWW.DETROITMI.GOV

August 31, 2020

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 Michigan State Police for the FY 2021 Byrne Justice Assistance Grant – Community Relations/Community Engagement Program**

The Detroit Police Department is hereby requesting authorization from Detroit City Council to submit a grant application to the Michigan State Police for the FY 2021 Byrne Justice Assistance Grant – Community Relations/Community Engagement Program. The amount being sought is \$80,000.00. There is no match requirement. The total project cost is \$80,000.00.

The FY 2021 Byrne Justice Assistance Grant – Community Relations/Community Engagement Program will enable the department to:

- Convene community summits in each precinct to strengthen, nourish, and repair relationships between the Detroit Police Department and the community.

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

Sincerely,  
DocuSigned by:  
  
15E266B1EE7940C...

Katerli Bounds  
Director, Office of Development and Grants  
CC:  
Sirene Abou-Chakra, Chief Development Officer  
Sajjiah Parker, Assistant Director, Grants



## Office of Development and Grants

---

### RESOLUTION

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

**WHEREAS**, the Detroit Police Department has requested authorization from City Council to submit a grant application to the Michigan State Police, for the FY 2021 Byrne Justice Assistance Grant – Community Relations/Community Engagement Program, in the amount of \$80,000.00, to convene community summits in each precinct to strengthen, nourish, and repair relationships between the Detroit Police Department and the community; now

**THEREFORE BE IT RESOLVED**, the Detroit Police Department is hereby authorized to submit a grant application to the Michigan State Police for the FY 2021 Byrne Justice Assistance Grant – Community Relations/Community Engagement Program.



CITY OF DETROIT  
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### 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](mailto:parkersa@detroitmi.gov) and Greg Andrews, Program Analyst IV, [andrewsgr@detroitmi.gov](mailto:andrewsgr@detroitmi.gov)

<b>City Department</b>	Detroit Police Department
<b>Date</b>	8/24/20
<b>Department Contact Name</b>	Lt Tonya Leonard
<b>Department Contact Phone</b>	313-596-1308
<b>Department Contact Email</b>	leonardi710@detroitmi.gov
<b>Grant Opportunity Title</b>	Community Relations
<b>Grant Opportunity Funding Agency</b>	MSP Byrne JAG
<b>Web Link to Opportunity Information</b>	<a href="https://www.michigan.gov/msp/0,4643,7-123-72297_34040_34043_54578_54586-181923--,00.html">https://www.michigan.gov/msp/0,4643,7-123-72297_34040_34043_54578_54586-181923--,00.html</a>
<b>Award Amount (that Department will apply for)</b>	\$80,000
<b>Application Due Date</b>	8/28/20
<b>Anticipated Proposed Budget Amount</b>	\$80,000
<b>City Match Contribution Amount</b>	none
<b>Source of City Match (include Appropriation Number, Cost Center, and Object Code)</b>	N/A
<b>List of programs/services/activities to be funded and the Budget for each</b> <i>Sample:</i> - ABC Afterschool program: \$150,000 - XYZ Youth leadership program: \$100,000 - Salary/Benefits: \$95,000 - Supplies: \$5,000	DPD Overtime Computers Projector Office Supplies Printing Project facilitation & evaluation
<b>Brief Statement of Priorities/Purpose for the Application</b> <i>Sample: To support expansion of promising youth development programs in MNO neighborhood.</i>	Procedural Justice and Police Legitimacy Unit that will convene community summits in each precinct to repair, strengthen and nourish relationships between DPD and the community. The Procedural Justice Initiative will build on a successful program piloted in Detroit's 5th Precinct and expand it into a citywide program.
<b>Key Performance Indicators to be Used to Measure the Programs/Services/Activities</b> <i>Sample:</i> # of kids newly enrolled in ABC and XYZ % of kids from ABC who demonstrate improved educational performance	Number of summits held Number of residents participating Number of DPD officers participating Evaluation survey indicating a change in mindset-attitude

**DC Todd Bettison**

Director's Name (Please Print)

  
Director's Signature

**8/28/20**

Date



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

COLEMAN A. YOUNG MUNICIPAL CENTER  
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August 31, 2020

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 Michigan State Police for the FY 2021 Byrne Justice Assistance Grant – Multijurisdictional Task Forces Program**

The Detroit Police Department is hereby requesting authorization from Detroit City Council to submit a grant application to the Michigan State Police for the FY 2021 Byrne Justice Assistance Grant – Multijurisdictional Task Forces Program. The amount being sought is \$286,120.00. There is no match requirement. The total project cost is \$286,120.00.

The FY 2021 Byrne Justice Assistance Grant – Multijurisdictional Task Forces Program will enable the department to:

- Work with communities in Wayne County to take a coordinated and comprehensive approach to fatal and non-fatal opioid overdoses and associated crime.

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

Sincerely,  
DocuSigned by:

A handwritten signature in black ink, appearing to read "Katerli Bounds".

15E266B1EE7940C...

Katerli Bounds  
Director, Office of Development and Grants  
CC:  
Sirene Abou-Chakra, Chief Development Officer  
Sajjiah Parker, Assistant Director, Grants



## Office of Development and Grants

---

### RESOLUTION

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

**WHEREAS**, the Detroit Police Department has requested authorization from City Council to submit a grant application to the Michigan State Police, for the FY 2021 Byrne Justice Assistance Grant – Multijurisdictional Task Forces Program, in the amount of \$286,120.00, to work with communities in Wayne County to take a coordinated and comprehensive approach to fatal and non-fatal opioid overdoses and associated crime; now

**THEREFORE BE IT RESOLVED**, the Detroit Police Department is hereby authorized to submit a grant application to the Michigan State Police for the FY 2021 Byrne Justice Assistance Grant – Multijurisdictional Task Forces Program.



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](mailto:parkersa@detroitmi.gov) and Greg Andrews, Program Analyst IV, [andrewsgr@detroitmi.gov](mailto:andrewsgr@detroitmi.gov)

<b>City Department</b>	Detroit Police Department															
<b>Date</b>	8/24/20															
<b>Department Contact Name</b>	DC Marlon Wilson															
<b>Department Contact Phone</b>	313-516-1924															
<b>Department Contact Email</b>	wilsonm740@detroitmi.gov															
<b>Grant Opportunity Title</b>	MSP Byrne JAG 2021															
<b>Grant Opportunity Funding Agency</b>	Michigan State Police															
<b>Web Link to Opportunity Information</b>	<a href="https://www.michigan.gov/msp/0,4643,7-123-72297_34040_34043_54578_54586-181923--,00.html">https://www.michigan.gov/msp/0,4643,7-123-72297_34040_34043_54578_54586-181923--,00.html</a>															
<b>Award Amount (that Department will apply for)</b>	\$286,120															
<b>Application Due Date</b>	8/28/20															
<b>Anticipated Proposed Budget Amount</b>	\$286,120															
<b>City Match Contribution Amount</b>	none															
<b>Source of City Match (include Appropriation Number, Cost Center, and Object Code)</b>	N/A															
<b>List of programs/services/activities to be funded and the Budget for each</b> <i>Sample:</i> - ABC Afterschool program: \$150,000 - XYZ Youth leadership program: \$100,000 - Salary/Benefits: \$95,000 - Supplies: \$5,000	<table> <tr> <td>Investigator overtime</td> <td>\$ 59,220</td> </tr> <tr> <td>Surveillance Car leases</td> <td>\$ 70,000</td> </tr> <tr> <td>Cell Phone Analysis Equip</td> <td>\$145,500</td> </tr> <tr> <td>Supplies</td> <td>\$4,200</td> </tr> <tr> <td>Printing</td> <td>\$4,000</td> </tr> <tr> <td>Laptops</td> <td>\$3,200</td> </tr> <tr> <td><b>Total</b></td> <td><b>\$286,120</b></td> </tr> </table>		Investigator overtime	\$ 59,220	Surveillance Car leases	\$ 70,000	Cell Phone Analysis Equip	\$145,500	Supplies	\$4,200	Printing	\$4,000	Laptops	\$3,200	<b>Total</b>	<b>\$286,120</b>
Investigator overtime	\$ 59,220															
Surveillance Car leases	\$ 70,000															
Cell Phone Analysis Equip	\$145,500															
Supplies	\$4,200															
Printing	\$4,000															
Laptops	\$3,200															
<b>Total</b>	<b>\$286,120</b>															
<b>Brief Statement of Priorities/Purpose for the Application</b> <i>Sample: To support expansion of promising youth development programs in MNO neighborhood.</i>	The Detroit Police Department is working with communities in Wayne County MI to take a coordinated, comprehensive approach to fatal and non-fatal opioid overdoses and associated crime.															
<b>Key Performance Indicators to be Used to Measure the Programs/Services/Activities</b> <i>Sample:</i> # of kids newly enrolled in ABC and XYZ % of kids from ABC who demonstrate improved educational performance	Reduce metro-Detroit's fatal and non-fatal overdoses by identifying and addressing root causes. Identify 4 low-level distributors per quarter for disruption															

**DC Todd Bettison**

Director's Name (Please Print)

*T. A. Bettison*

Director's Signature

**8/28/20**

Date



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

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

August 20, 2020


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

**RE: Request to accept an increase in appropriation for the Section 5307 Congestion Mitigation Air Quality (CMAQ) and Section 5339 Bus Replacement Grant**


The Federal Transit Administration has awarded an increase in appropriation to the City of Detroit Department of Transportation (DDOT) for the Section 5307 Congestion Mitigation Air Quality (CMAQ) and Section 5339 Bus Replacement Grant, in the amount of \$3,376,500.00. There is also a required State match for the award, from the Michigan Department of Transportation, in the amount of \$844,125.00. There is no local match requirement. The total increase is \$4,220,625.00. This funding will increase appropriation 20675, previously approved in the amount of \$8,241,914.00, by council on October 8, 2019, to a total of \$12,462,539.00.

The objective of the grant is to replace DDOT buses that have met or surpassed their useful life with new buses for DDOT's fixed route service. The funding allotted to the department will be utilized to purchase up to twenty new 40-foot buses. This is a reimbursement grant.

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

Sincerely,  
DocuSigned by:  
  
15E266B1EE7940C...

Katerli Bounds  
Director, Office of Development and Grants  
CC:  
Sirene Abou-Chakra, Chief Development Officer  
Sajjiah Parker, Assistant Director, Grants

DocuSigned by:  
  
1E1A2A8BD6C84B3...

Office of Budget  
DocuSigned by:  
  
3925B7659A3D409...

Approved as to Form  
By the Law Department



## Office of Development and Grants

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### RESOLUTION

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

**WHEREAS**, the Detroit Department of Transportation (DDOT) is requesting authorization to accept an increase in appropriation for the Section 5307 Congestion Mitigation Air Quality (CMAQ) and Section 5339 Bus Replacement Grant, from the Federal Transit Administration, in the amount of \$3,376,500.00, in order to replace DDOT buses that have met or surpassed their useful life with new buses for DDOT's fixed route service; and

**WHEREAS**, there is a required State match for the award, from the Michigan Department of Transportation, in the amount of \$844,125.00, and there is no local match requirement; and

**WHEREAS**, the total award increase is \$4,220,625.00; and

**WHEREAS**, this funding will increase 20675, previously approved in the amount of \$8,241,914.00, by council on October 8, 2019, to a total of \$12,462,539.00;

**WHEREAS**, the Law Department has approved this agreement as to form; and

**WHEREAS**, this request has been approved by the Office of Budget; [now] or [and]

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

**BE IT FURTHER RESOLVED**, that the Budget Director is authorized to increase the budget accordingly for appropriation number 20675, in the amount of \$4,220,625.00, for the Section 5307 Congestion Mitigation Air Quality (CMAQ) and Section 5339 Bus Replacement Grant.

Date: April 22, 2020  
Agreement No.: 2017-0043  
Authorization No.: P9/R1  
Job Nos.: 202813/202815/  
208002  
Agenda: COM

**REVISED PROJECT AUTHORIZATION  
CITY OF DETROIT  
FY 2019 AND FY 2020 SECTION 5307 - LOCAL  
FEDERAL TRANSIT FORMULA GRANTS  
AND CONGESTION MITIGATION AND  
AIR QUALITY IMPROVEMENT PROGRAM  
FY 2019 SECTION 5339 - LOCAL  
BUS AND BUS FACILITIES  
FORMULA PROGRAM**

This information is required by the Michigan Department of Transportation (MDOT) in order to record agreement of utilization of funds. The funds provided shall be used by the AGENCY in accordance with the above referenced Master Agreement.

Authorization Effective Date: August 9, 2019  
Authorization Expiration Date: August 8, 2024

The Federal grant associated with the PROJECT AUTHORIZATION is Temporary No. 2107-2019-2/Permanent No. MI-2019-022-01.

The Catalog of Federal Domestic Assistance Number for the Federal Transit Administration Federal Transit Formula Grants Program is 20.507. The Catalog of Federal Domestic Assistance Number for the Federal Transit Administration Bus and Bus Facilities Formula Program is 20.526.

MDOT will not make payment until MDOT is provided a copy of the application and the awarded Federal Transit Administration grant.

Timely Expenditure of Funds

MDOT will not extend this PROJECT AUTHORIZATION beyond the four years except for new facility construction projects and unique circumstances as determined by MDOT. In making this determination, MDOT will look at the progress to date on the project and the plans to complete the project.

**The purpose of Revision 1 is to provide additional state matching funds and extend the authorization term by one year to allow the AGENCY sufficient time to complete the projects.**

City of Detroit  
 Agreement No.: 2017-0043  
 Authorization No.: P9/R1  
 Job Nos.: 202813/20815/  
 208002  
 Page: 2 of 2

<u>Line No.</u>	<u>Item</u>	<u>Activity Code</u>	<u>Line Item</u>	<u>Federal</u>	<u>State</u>	<u>Total</u>
<u>Section 5307/CMAQ:</u>						
<u>Revenue vehicles (202813):</u>						
1	Up to 13 40 ft or more replacement buses	804	11.12.01	\$3,986,500	\$ 996,625	\$ 4,983,125
<u>Revenue vehicles (202815):</u>						
3	Up to nine 40 ft or more replacement buses	804	11.12.01	<u>3,376,500</u>	<u>844,125</u>	<u>4,220,625</u>
Section 5307/CMAQ Total				\$7,363,000	\$1,840,750	\$ 9,203,750
 <u>Section 5339 (208002):</u>						
<u>Revenue vehicles:</u>						
2	Up to seven 40 ft or more replacement buses	804	11.12.01	<u>\$2,607,031</u>	<u>\$ 651,758</u>	<u>\$ 3,258,789</u>
Total				\$9,970,031	\$2,492,508	\$12,462,539

**Funding sources:**

2019/C87750/1120 \$1,648,383 (S)  
 2020/C87752/1120 \$ 844,125 (S)

PRF Nos.: 2019-507  
 2020-310

**CITY OF DETROIT**

Signature



**MICHIGAN DEPARTMENT OF TRANSPORTATION**

Title: Department Director



# COMMENT HISTORY



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Please DocuSign: 20\_PUB-MI-2019-022-01-Section 5307 CMAQ and Section 5339 Bus Replacement FY 2019

**Sender:** Bashar Dimitry

**Envelope Id:** 52f5c2e0-d4de-439e-b28c-c9eec5ef2d78

**Time Zone:** (UTC-05:00) Eastern Time (US & Canada)

**Date Sent:** 8/20/2020 | 11:36:39 AM

**Date Completed:** 8/27/2020 | 2:25:23 PM

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*All Recipients*

**Charleta McInnis** -8/21/2020 | 10:41:44 AM  
mcinnisc@detroitmi.gov

DDOT requesting approval from City Council to appropriate and increase APPN 20675 by \$4,220,625 from \$8,241,914 ot \$12,462,539. No local match required.



## DEPARTMENTAL SUBMISSION

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

FILE NUMBER: Office of the Chief Financial Officer -  
Development & Grants-0086

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**\* RE:**

Submitting reso. auth. Request to Accept and Appropriate the FY 2020 COVID-19 Epi Lab Capacity Enhanced Testing.

**\* SUMMARY:**

Request to Accept and Appropriate the FY 2020 COVID-19 Epi Lab Capacity Enhanced Testing.

**\* RECOMMENDATION:**

Request to Accept and Appropriate the FY 2020 COVID-19 Epi Lab Capacity Enhanced Testing. The Michigan Department of Health and Human Services has awarded the City of Detroit Health Department with the FY 2020 COVID-19 Epi Lab Capacity Enhanced Testing Grant for a total of \$13,754,423.00. There is no required match. The total project cost is \$13,754,423.00. The grant period is March 1, 2020 through September 30, 2020.

**\* DEPARTMENTAL CONTACT:**

Name: Jalesa Beck  
Position: Administrative Assistant II

**\*=REQUIRED**



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

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

August 27, 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 the FY 2020 COVID-19 Epi Lab Capacity Enhanced Testing**

The Michigan Department of Health and Human Services has awarded the City of Detroit Health Department with the FY 2020 COVID-19 Epi Lab Capacity Enhanced Testing Grant for a total of \$13,754,423.00. There is no required match. The total project cost is \$13,754,423.00. The grant period is March 1, 2020 through September 30, 2020.

The objective of the grant is to bolster local capacity for COVID-19 case investigation, contract tracing and enforcement. The funding allotted to the department will be utilized to support staffing and supplies associated with COVID-19 response efforts. This is a reimbursement grant.

If approval is granted to accept and appropriate this funding, the appropriation number is 20840.

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

Sincerely,  
DocuSigned by:  
  
15E266B1EE7940C...

Katerli Bounds  
Director, Office of Development and Grants  
CC:  
Sirene Abou-Chakra, Chief Development Officer  
Sajjiah Parker, Assistant Director, Grants

DocuSigned by:  
  
1E1A2A8BD6C84B3...

Office of Budget



## Office of Development and Grants

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CITY OF DETROIT

### RESOLUTION

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

**WHEREAS**, the Health Department is requesting authorization to accept a grant of reimbursement from the Michigan Department of Health and Human Services, in the amount of \$13,754,423.00, to bolster local capacity for COVID-19 case investigation, contract tracing and enforcement response; 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 20840, in the amount of \$13,754,423.00, for the FY 2020 COVID-19 Epi Lab Capacity Enhanced Testing Grant.



STATE OF MICHIGAN  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
LANSING

GRETCHEN WHITMER  
GOVERNOR

ROBERT GORDON  
DIRECTOR

August 12, 2020

Denise Fair  
Health Officer  
City of Detroit Health Department  
100 Mack Avenue Third Floor  
Detroit, Michigan 48201

Dear Ms. Fair

This correspondence will serve as the official Notice of Award for the special project titled **“Epi Lab Capacity Enhanced Testing.”** City of Detroit Health Department is funded in the amount of \$13,754,423. The project begins March 1, 2020 and will end September 30, 2020.

Funding is intended to support staff time and supplies associated with COVID-19 response in your community specifically focused on testing, tracing, case investigations, and enforcement.

If you have any questions or concerns, please do not hesitate to contact Janine Whitmire at [whitmirej@michigan.gov](mailto:whitmirej@michigan.gov).

Sincerely,

A handwritten signature in blue ink that reads "Laura de la Rambelje".

Laura de la Rambelje  
Director  
Division of Local Health Services  
Public Health Administration  
[delarambelje@michigan.gov](mailto:delarambelje@michigan.gov)  
(517) 284-9002

c: Angelique Rodriguez



CITY OF DETROIT  
DEPARTMENT OF PUBLIC WORKS  
CITY ENGINEERING DIVISION

COLEMAN A. YOUNG MUNICIPAL CENTER  
2 WOODWARD AVE. SUITE 601  
DETROIT, MICHIGAN 48226  
PHONE: (313) 224-3949 • TTY:711  
FAX: (313) 224-3471  
WWW.DETROITMI.GOV

March 27, 2020

Honorable City Council:

**RE: Petition No. 1054 by Wyoming-Ellsworth, LLC request to vacate existing encroachments of paving improvements into the public R.O.W. located adjoining property at 15100 Wyoming, Detroit, MI, 48238.**

Petition No. 1054 by Wyoming-Ellsworth, LLC request for encroachments consisting of a building and stairway. The building encroachment is on the east side of Wyoming Avenue, 66 feet wide, between De Soto Avenue, 50 feet wide, and Ellsworth Avenue, 50 feet wide. The stairway encroachment is on the north side of De Soto Avenue between Wyoming Avenue and the north-south alley 1<sup>st</sup> east of Wyoming Avenue.

The petition was referred to the City Engineering Division – DPW for investigation and report. This is our report.

The request is being made for an existing building and stairway that encroach into the public rights-of-way. The owner wants the encroachments to be a matter of record with the City of Detroit.

The request was approved by the Solid Waste Division – DPW, and City Engineering Division – DPW. The request was approved by DPW – Traffic Engineering Division (TED) provided certain conditions are met. The TED conditions are a part of the resolution.

Detroit Water and Sewerage Department (DWSD) reports involvement. The standard DWSD provisions for encroachments have been made a part of the resolution. DTE – Gas reports involvement and the DTE conditions are a part of the resolution.

All other involved City Departments and privately owned utility companies have reported no objections to the encroachment. Provisions protecting all utility installations are part of the attached resolution.

I am recommending adoption of the attached resolution.

Respectfully submitted,

  
Richard Doherty, P.E., City Engineer  
City Engineering Division – DPW

/JK

Cc: Ron Brundidge, Director, DPW  
Mayor's Office – City Council Liaison

**RESOLVED**, that the Department of Public Works, City Engineering Division is hereby authorized and directed to issue permits to Wyoming-Ellsworth, LLC or their assigns to install and maintain encroachments consisting of building encroachment on the east side of Wyoming Avenue, 66 feet wide, between De Soto Avenue, 50 feet wide, and Ellsworth Avenue, 50 feet wide; also a stairway encroachment on the north side of De Soto Avenue between Wyoming Avenue and the north-south alley 1<sup>st</sup> east of Wyoming Avenue. Location of the encroachments described as follows: land in the City of Detroit, Wayne County, Michigan being part of Wyoming Avenue, 66 feet wide, and part of De Soto Avenue, 50 feet wide, lying southerly of and adjoining the southerly line, also lying westerly of and adjoining the westerly line of a parcel of land being Lots 8, 9, 10, 11, 12, 14, 14, 95, and 96 "Leys Subdivision of the west half of Lot 14 of the Harper Tract, Section 21, T.1S.,R.11E. Greenfield Township, Wayne County, Michigan" as recorded in Liber 15, Page 71 of Plats, Wayne County Records. The encroachments further described as follows:

- 1) A building encroachment lying westerly of and adjoining the westerly line of the above described parcel for the south 102.3 feet of frontage on Wyoming Avenue and extending 0.3 feet west into Wyoming Avenue at the southwest corner of the parcel, also being the southwest corner of said Lot 14 and tapering to an extension of 0.2 feet west into Wyoming Avenue at the northwest building corner being 102.3 feet northerly of the southwest corner of said Lot 14.
- 2) A stairway encroachment lying southerly of and adjoining the southerly line of said Lot 14 and beginning at a point being 27 feet west of the southeast corner of Lot 14 and ending at a point being 33.9 feet west of the southeast corner of Lot 14 and extending into De Soto Avenue 1.3 feet. Encroachment being 6.9 feet in length and 1.3 feet in width.

PROVIDED, that if there is any cost for the removing and/or rerouting of any utility facilities, it shall be done at the expense of the petitioner and/or property owner; and be it further

PROVIDED, that access is maintained to all fire department connections, and be it further

PROVIDED, that the petitioner shall maintain a minimum of 6 feet clear unobstructed sidewalk for pedestrian traffic, and further

PROVIDED, that the petitioner be responsible for any cost of removing and/or rerouting of DTE Gas Company facilities in the area of encroachment, and further

PROVIDED, that by approval of this petition the Detroit Water and Sewerage Department (DWSD) does not waive any of its rights to its facilities located in the right-of-way, and at all times, DWSD, its agents or employees, shall have the right to enter upon the right-of-way to maintain, repair, alter, service, inspect, or install its facilities. All costs incident to the damaging, dismantling, demolishing, removal and replacement of structures or other improvements herein permitted and incurred in gaining access to DWSD's facilities for maintenance, repairing, alteration, servicing or inspection caused by the encroachment shall be borne by the petitioner. All costs associated with gaining access to DWSD's facilities, which could normally be expected had the petitioner not encroached into the right-of-way, shall be borne by DWSD; and be it further

PROVIDED, that DWSD requires a vertical clearance of 18 feet above grade for maintenance access and repair, and be it further

PROVIDED, that all construction performed under this petition shall not be commenced until after (5) days written notice to DWSD. Seventy-two (72) hours' notice shall also be provided in accordance with P.A. 53 1974, as amended, utilizing the MISS DIG one call system; and be it further

PROVIDED, that construction under this petition is subject to inspection and approval by DWSD forces. The cost of such inspection shall, at the discretion of DWSD, be borne by the petitioner; and be it further

PROVIDED, that if DWSD facilities located within the right-of-way shall break or be damaged as the result of any action on the part of the petitioner, then in such event the petitioner agrees to be liable for all costs incident to the repair, replacement or relocation of such broken or damaged DWSD facilities; and be it further

PROVIDED, that the petitioner shall hold DWSD harmless for any damages to the encroaching device constructed or installed under this petition which may be caused by the failure of DWSD's facilities; and be it further

PROVIDED, Wyoming-Ellsworth, LLC or their assigns shall apply to the Buildings and Safety Engineering Department for a building permit prior to any construction. Also, if it becomes necessary to open cut public streets, bore, jack, occupy or barricade city rights-of-way for maintenance of encroachments such work shall be according to detail permit application drawings submitted to the City Engineering Division – DPW prior to any public right-of-way construction; and further

PROVIDED, that the necessary permits shall be obtained from the City Engineering Division – DPW and the Buildings and Safety Engineering Department. The encroachments shall be constructed and maintained under their rules and regulations; and further

PROVIDED, that all cost for the construction, maintenance, permits and use of the encroachments shall be borne by Wyoming-Ellsworth, LLC or their assigns, and further

PROVIDED, that all costs incurred by privately owned utility companies and/or city departments to alter, adjust, and/or relocate their existing utility facilities located in close proximity to the encroachments shall be borne by Wyoming-Ellsworth, LLC or their assigns. Should damages to utilities occur Wyoming-Ellsworth, LLC or their assigns shall be liable for all incidental repair costs and waives all claims for damages to the encroaching installations; and further

PROVIDED, that no other rights in the public streets, alleys or other public place shall be considered waived by this permission which is granted expressly on the condition that said encroachments shall be removed at any time when so directed by the City Council, and the public property affected shall be restored to a condition satisfactory to the City Engineering Division – DPW; and further

PROVIDED, that Wyoming-Ellsworth, LLC or their assigns shall file with the Department of Public Works – City Engineering Division an indemnity agreement in form approved by the Law Department. The agreement shall save and protect the City of Detroit from any and all claims, damages or expenses that may arise by reason of the issuance of the permits and the faithful or unfaithful performance of Wyoming-Ellsworth, LLC or their assigns of the terms thereof. Further,

Wyoming-Ellsworth, LLC or their assigns shall agree to pay all claims, damages or expenses that may arise out of the use, repair and maintenance of the proposed encroachments; and further

PROVIDED, that filing of said indemnity agreement and construction of the encroachments shall be construed as acceptance of this Resolution by the "permitee"; and further

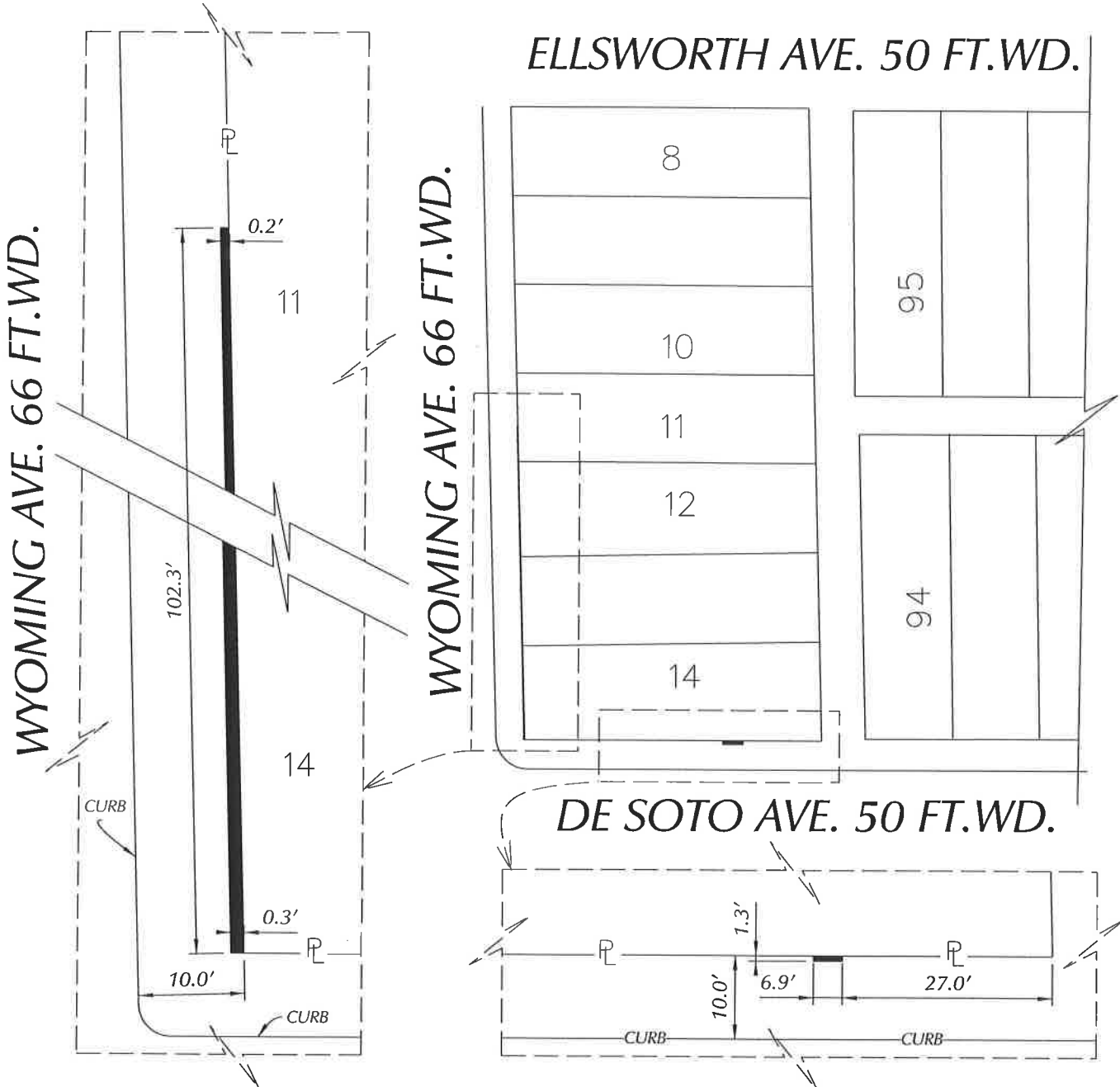
PROVIDED, that all cost for the construction, maintenance, permits and use of the encroachments shall be borne by Wyoming-Ellsworth, LLC, or their assigns; and further

PROVIDED, this resolution or part thereof is revocable at the will, whim or caprice of the City Council, and Wyoming-Ellsworth, LLC acquires no implied or other privileges hereunder not expressly stated herein; and further

PROVIDED, that the encroachment permits shall not be assigned or transferred without the written approval of the City Council; and be it further

PROVIDED, that the City Clerk shall within 30 days record a certified copy of this resolution with the Wayne County Register of Deeds.

PETITION NO. 1054  
 WYOMING-ELLSWORTH, LLC.  
 C/O PETER I. TZILOS, ARCHITECT  
 18277 FILMORE ST.,  
 LIVONIA, MICHIGAN 48152  
 LARRY MONGO  
 PHONE NO. (248)249-4420



**█** - REQUEST ENCROACHMENT

DE SOTO AVE. 50 FT.WD.

(FOR OFFICE USE ONLY)

CARTO 9 B

B					
A					
DESCRIPTION		DRWN	CHKD	APPD	DATE
REVISIONS					
DRAWN BY SA		CHECKED		KSM	
DATE 09-20-19		APPROVED			

REQUEST ENCROACHMENT  
 INTO WYOMING AVE.  
 AND DE SOTO AVE.  
 AT 15100 WYOMING AVE.

CITY OF DETROIT CITY ENGINEERING DIVISION SURVEY BUREAU	
JOB NO.	01-01
DRWG. NO.	X 1054



CITY OF DETROIT  
DEPARTMENT OF PUBLIC WORKS  
CITY ENGINEERING DIVISION

COLEMAN A. YOUNG MUNICIPAL CENTER  
2 WOODWARD AVE. SUITE 601  
DETROIT, MICHIGAN 48226  
PHONE: (313) 224-3949 • TTY: 711  
FAX: (313) 224-3471  
WWW.DETROITMI.GOV

September 3rd, 2020

Honorable City Council:

**RE: Petition No. 1264 – 5725 Walnut LLC, request to encroach into the public alley right-of-way bounded by Congress Street, Shelby Street, Larned Street, and Griswold Street.**

Petition No. 1264 – 5725 Walnut LLC, request an encroachment with underground emergency power conduits from the Buhl Parking Garage, located at 525 Griswold Street, to the Buhl Building, located at 535 Griswold Street. The encroachments are in the public alley, 20 feet wide, in the block bounded by Congress Street, 60 ft. wide, Shelby Street, 60 ft. wide, Larned Street, 60 ft. wide, and Griswold Street, 90 ft. wide.

The petition was referred to the City Engineering Division – DPW for investigation and report. This is our report.

The request is being made to place an emergency generator in the Buhl Parking Garage to support the Buhl Building.

The request was approved by the Solid Waste Division – DPW, and City Engineering Division – DPW. The request was approved by the Traffic Engineering Division – DPW.

Detroit Water and Sewerage Department (DWSD) reports being involved, but they have no objection provided the DWSD encroachment provisions are followed. The DWSD provisions have been made a part of the resolution. DTE has reported involvement and provisions protecting DTE have been made a part of the resolution.

All other involved City Departments, including the Public Lighting Authority and Public Lighting Department; also privately owned utility companies have reported no objections to the encroachment. Provisions protecting all utility installations are part of the attached resolution.

I am recommending adoption of the attached resolution.

Respectfully submitted,

Richard Doherty, P.E., City Engineer  
City Engineering Division – DPW

JMK/SW

Cc: Ron Brundidge, Director, DPW  
Mayor's Office – City Council Liaison

**RESOLVED**, that the Department of Public Works, City Engineering Division is hereby authorized and directed to issue permits to 5725 Walnut LLC or their assigns to install and maintain encroachments with underground power conduits. The encroachments are in the public alley, 20 feet wide, in the block bounded by Congress Street, 60 ft. wide, Shelby Street, 60 ft. wide, Larned Street, 60 ft. wide, and Griswold Street, 90 ft. wide. Encroachments are further described as follows: land in the City of Detroit, Wayne County, Michigan being part of public alley, 20 feet wide, lying northerly of and adjoining the easterly 5 feet of Lot 18, lying north and adjacent to Larned Street, and lying southerly of and adjoining the southerly line of Lot 17, lying south and adjacent to Congress Street, of "Military Reserve" as recorded in Liber 5, Page 218 of Plats, Wayne County Records. The encroaching power conduits are to be 6 - 4" in diameter conduits, with 3" of concrete cover between and around the conduits, with a total dimension of encasement to be 17" x 24". Said encroachment will be below grade ranging up to 10 ft. deep and will be 5 feet wide, beginning at 155.4 feet west of the Griswold Street right-of-way, and span the full length of the alley, 20 feet wide.

PROVIDED, that if there is any cost for the removing and/or rerouting of any utility facilities, it shall be done at the expense of the petitioner and/or property owner; and be it further

PROVIDED, that access is maintained to all fire department connections, and be it further

PROVIDED, that by approval of this petition the Detroit Water and Sewerage Department (DWSD) does not waive any of its rights to its facilities located in the right-of-way, and at all times, DWSD, its agents or employees, shall have the right to enter upon the right-of-way to maintain, repair, alter, service, inspect, or install its facilities. All costs incident to the damaging, dismantling, demolishing, removal and replacement of structures or other improvements herein permitted and incurred in gaining access to DWSD's facilities for maintenance, repairing, alteration, servicing or inspection caused by the encroachment shall be borne by the petitioner. All costs associated with gaining access to DWSD's facilities, which could normally be expected had the petitioner not encroached into the right-of-way, shall be borne by DWSD; and be it further

PROVIDED, that all construction performed under this petition shall not be commenced until after (5) days written notice to DWSD. Seventy-two (72) hours' notice shall also be provided in accordance with P.A. 53 1974, as amended, utilizing the MISS DIG one call system; and be it further

PROVIDED, that construction under this petition is subject to inspection and approval by DWSD forces. The cost of such inspection shall, at the discretion of DWSD, be borne by the petitioner; and be it further

PROVIDED, that if DWSD facilities located within the right-of-way shall break or be damaged as the result of any action on the part of the petitioner, then in such event the petitioner agrees to be liable for all costs incident to the repair, replacement or relocation of such broken or damaged DWSD facilities; and be it further

PROVIDED, that the petitioner shall hold DWSD harmless for any damages to the encroaching device constructed or installed under this petition which may be caused by the failure of DWSD's facilities; and be it further

PROVIDED, that the underground conduits are encased in concrete to protect them from inadvertent damage, and permanent monuments be installed at the intersection of the property line and the centerline of the installed conduits, and further

PROVIDED, that the 5725 Walnut LLC or their assigns provide as-built drawings of their installation and the relationship to other utility infrastructure to the Department of Public Works – City Engineering Division, and further

PROVIDED, 5725 Walnut LLC or their assigns shall apply to the Buildings and Safety Engineering Department for a building permit prior to any construction. Also, if it becomes necessary to open cut public streets, bore, jack, occupy or barricade city rights-of-way for maintenance of encroachments such work shall be according to detail permit application drawings submitted to the City Engineering Division – DPW prior to any public right-of-way construction; and further

PROVIDED, that the necessary permits shall be obtained from the City Engineering Division – DPW and the Buildings and Safety Engineering Department. The encroachments shall be constructed and maintained under their rules and regulations; and further

PROVIDED, that all cost for the construction, maintenance, permits and use of the encroachments shall be borne by 5725 Walnut LLC or their assigns, and further

PROVIDED, that all costs incurred by privately owned utility companies and/or city departments to alter, adjust, and/or relocate their existing utility facilities located in close proximity to the encroachments shall be borne by 5725 Walnut LLC or their assigns. Should damages to utilities occur 5725 Walnut LLC or their assigns shall be liable for all incidental repair costs and waives all claims for damages to the encroaching installations; and further

PROVIDED, that no other rights in the public streets, alleys or other public place shall be considered waived by this permission which is granted expressly on the condition that said encroachments shall be removed at any time when so directed by the City Council, and the public property affected shall be restored to a condition satisfactory to the City Engineering Division – DPW; and further

PROVIDED, that 5725 Walnut LLC or their assigns shall file with the Department of Public Works – City Engineering Division an indemnity agreement in form approved by the Law Department. The agreement shall save and protect the City of Detroit from any and all claims, damages or expenses that may arise by reason of the issuance of the permits and the faithful or unfaithful performance of 5725 Walnut LLC or their assigns of the terms thereof. Further, 5725 Walnut LLC or their assigns shall agree to pay all claims, damages or expenses that may arise out of the use, repair and maintenance of the proposed encroachments; and further

PROVIDED, that filing of said indemnity agreement shall be construed as acceptance of this Resolution by the “permittee”; and further

PROVIDED, that all cost for the construction, maintenance, permits and use of the encroachments shall be borne by 5725 Walnut LLC, or their assigns; and further

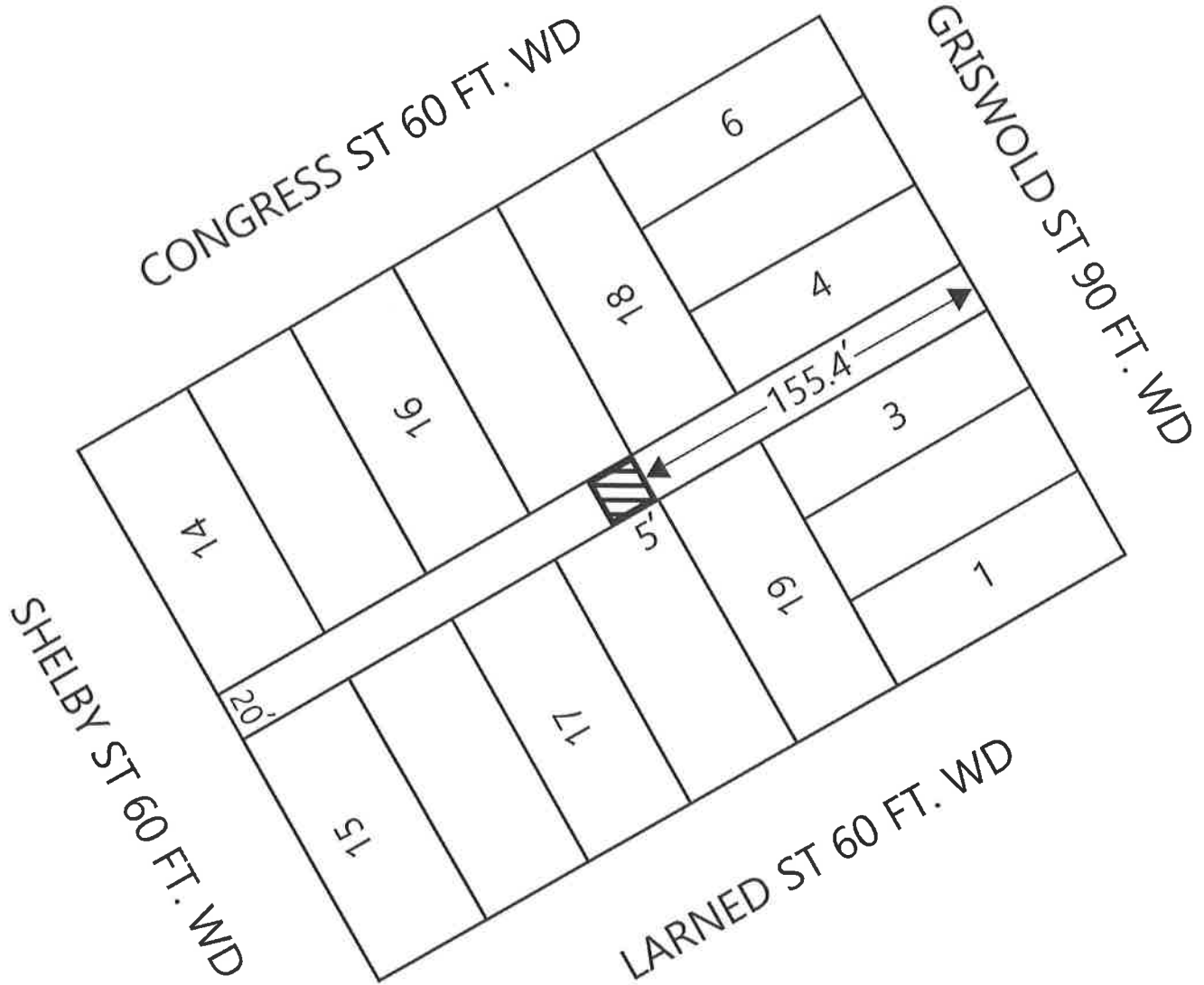
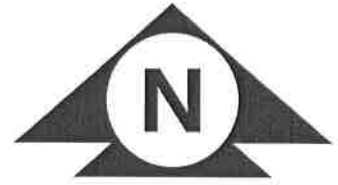
PROVIDED, that construction of the encroachments shall constitute acceptance of the terms and conditions as set forth in this resolution; and be it further

PROVIDED, this resolution or part thereof is revocable at the will, whim or caprice of the City Council, and 5725 Walnut LLC acquires no implied or other privileges hereunder not expressly stated herein; and further

PROVIDED, that the encroachment permits shall not be assigned or transferred without the written approval of the City Council; and be it further

PROVIDED, that the City Clerk shall within 30 days record a certified copy of this resolution with the Wayne County Register of Deeds.

Petition No. 1264  
 5725 Walnut LLC represented by Giffels Webster, Michael Marks  
 28 W. Adams, Suite 1200, Detroit, MI 48226  
 (313) 962-4442



- BELOW GRADE ENCROCHMENT (10 FT. BELOW GRADE)

(FOR OFFICE USE ONLY)

**CARTO 28**

<b>B</b>					
<b>A</b>					
DESCRIPTION	DRWN	CHKD	APPD	DATE	
REVISIONS					
DRAWN BY	KJ		CHECKED	KSM	
DATE	03-29-20		APPROVED BY	JD	

10 FT. BELOW GRADE ENCROCHMENT IN  
 THE EAST/WEST PUBLIC ALLEY, 20 FT. WD.  
 IN THE BLOCK BOUND BY  
 CONGRESS ST., GRISWOLD AVE., LARNED ST,  
 AND SHELBY ST.

<b>CITY OF DETROIT</b>	
CITY ENGINEERING DIVISION	
SURVEY BUREAU	
JOB NO.	01-01
DRWG. NO.	X 1264



CITY OF DETROIT  
DEPARTMENT OF PUBLIC WORKS  
CITY ENGINEERING DIVISION

COLEMAN A. YOUNG MUNICIPAL CENTER  
2 WOODWARD AVE. SUITE 601  
DETROIT, MICHIGAN 48226  
PHONE: (313) 224-3949 • TTY:711  
FAX: (313) 224-3471  
WWW.DETROITMI.GOV

June 9th, 2020

Honorable City Council:

**RE: Petition No. 1240 — Crossroads Consulting, request to convert to easement the alley located adjacent to property at 634 Selden and runs perpendicular to Selden Avenue.**

Petition No. 1240 from the year 2017 - City of Detroit – Department of Public Works, request a revision to the previously adopted resolution to outright vacate the alley (14.75 ft. wide) adjacent to 634 Selden and runs perpendicular to Selden Avenue (100 ft. wide).

The petition was referred to the City Engineering Division – DPW for investigation (utility review) and report. This is our report.

The request for revision is being made as a result of the conditions of the outright vacation not being met. Said conditions set for the outright vacation were for the City of Detroit to bear the costs of removing utility services located within the alley. After approval of petition x1240 the City of Detroit sold the alley to the property owner of 628 Selden in a Quit Claim deed. The new owner cannot bear the costs of utility removal and has request that this petition be amended to convert the alley to utility easement.

The request was approved by the Solid Waste Division – DPW, and Traffic Engineering Division – DPW, and City Engineering - DPW.

All other involved City Departments, and privately owned utility companies have reported no objections to the conversion to easement.

I am recommending adoption of the attached resolution.

Respectfully submitted,

Richard Doherty, P.E., City Engineer  
City Engineering Division – DPW

/JK

Cc: Ron Brundidge, Director, DPW  
Mayor's Office – City Council Liaison

BY COUNCIL MEMBER \_\_\_\_\_

**Whereas**, On July 5th, 2017, your Honorable Body adopted a resolution Crossroads Consulting in which the alley abutting 634 Selden was outright vacated, and

**Whereas**, at this time the City of Detroit desires to have a utility easement established within said alley, therefore be it

**RESOLVED**, that all of the north-south alley (14.75 feet wide) first west of Second Boulevard (100 ft. wide) in the block of Selden Avenue (100 ft. wide), Alexandrine Avenue (100 ft. wide), Third Avenue (70 ft. wide), and Second Boulevard (100 ft. wide) and further described as lying easterly of and adjoining the easterly line of Lot 20, Block 94 "Subdivision of part of Cass Farm" as recorded in Liber 1, Pages 175-177; also lying westerly of and adjoining the westerly of and adjoining the westerly line of Lots A, B, C, D, E, and F "Subdivision of Lots 17, 18, and 19 of Block 94 of Cass Farm" as recorded in Liber 4, Page 11 of Plats, Wayne County Records.

Be and the same are hereby converted to utility easement, subject to the following conditions and provisions:

First, said owners hereby grant to and for the use of the public an easement or right-of-way over said vacated public alley herein above described for the purposes of maintaining, installing, repairing, removing, or replacing public utilities such as water mains, sewers, gas lines or mains, telephone, electric light conduits or poles or things usually placed or installed in a public right-of-way in the City of Detroit, with the right to ingress and egress at any time and over said easement for the purpose above set forth.

Second, said utility easement or right-of-way in and over said vacated alley herein above described shall be forever accessible to the maintenance and inspection forces of the utility companies, or those specifically authorized by them, for the purpose of inspecting, installing, maintaining, repairing, removing, or replacing any sewer, conduit, water main, gas line or main, telephone or light pole or any utility facility placed or installed in the utility easement or right-of-way. The utility companies shall have the right to cross or use the driveways and yards of the adjoining properties for ingress and egress at any time to and over said utility easement with any necessary equipment to perform the above mentioned task, with the understanding that the utility companies, other than that specifically prohibited by this resolution, shall be restored to a satisfactory condition,

Third, said owners for their heirs and assigns further agree that no buildings or structures of any nature whatsoever including, but not limited to, concrete slabs or driveways, retaining or partition walls (except necessary line fences or gates), shall be built or placed upon said easement, nor change of surface grade made, without prior approval of the City Engineering Division – DPW,

Fourth, that if the owners of any lots abutting on said vacated alleys shall request the removal and/or relocation of any existing poles or other utilities in said easement; such owners shall pay all costs incidental to such removal and/or relocation, unless such charges are waived by the utility owners,

Fifth, that if any utility located in said property shall break or be damaged as a result of any action on the part of said owners or assigns (by way of illustration but not limitation) such as storage of excessive weights of materials or construction not in accordance with Section 3, mentioned above, then in such event said owners or assigns shall be liable for all costs incidental to the repair of such broken or damaged utility; and

PROVIDED, that property owners maintain for DTE Energy, full access to their facilities at all times (i.e. gated access with DTE locks at all ends of the easement) and that free and easy access to the DTE facilities is reserved for DTE equipment, including the use of backhoes, bull dozers, cranes or pipe trucks, and other heavy construction equipment, as necessary for the alteration or repair of DTE facilities, and further

PROVIDED, that an easement, the full width of the existing right-of-way, is reserved for the Detroit Water and Sewerage Department for the purpose of installing, maintaining, repairing, removing, or replacing any sewers, water mains, fire hydrants and appurtenances, with the right of ingress and egress at any time to, and over said easement for the purpose above set forth; and be it further

PROVIDED, that free and easy access to the sewers, water mains, fire hydrants and appurtenances within the easement is required for the Detroit Water and Sewerage Department equipment including the use of backhoes, bull dozers, cranes or pipe trucks, and other heavy construction equipment, as necessary for the alteration or repair of the sewer or water main facilities; and be it further

PROVIDED, that the Detroit Water and Sewerage Department retains the right to install suitable permanent main location guide post over its water mains at reasonable intervals and at points deflection; and be it further

PROVIDED, that said owners of the adjoining property, for themselves, their heirs and assigns, agree that no building or structure of any nature whatsoever, including porches, patios, balconies, etc., shall be built upon said easement without prior written approval and agreement with the Detroit Water and Sewerage Department; and be it further

PROVIDED, that if any time in the future, the owners of any lots abutting on said vacated alley shall request the removal and/or relocation of the aforementioned utilities in said easement, such owners shall pay all costs incident to such removal and/or relocation. It is further provided that if sewers, water mains, and/or appurtenances in said easement shall break or be damaged as a result of any action on the part of the owner, or assigns, then in such event, the owner or assigns shall be liable for the costs incident to the repair of such broken or damaged sewers and water mains, and shall also be liable for all claims for damages resulting from his action and be it further

PROVIDED, that if it becomes necessary to remove the paved alley returns at the entrances such removal and construction of the new curb and sidewalk shall be done under city permit and inspection according to City Engineering Division – DPW specification with all costs borne by the abutting owner(s), their heirs or assigns; and further

PROVIDED, That the City Clerk shall within 30 days record a certified copy of this resolution with the Wayne County Register of Deeds.

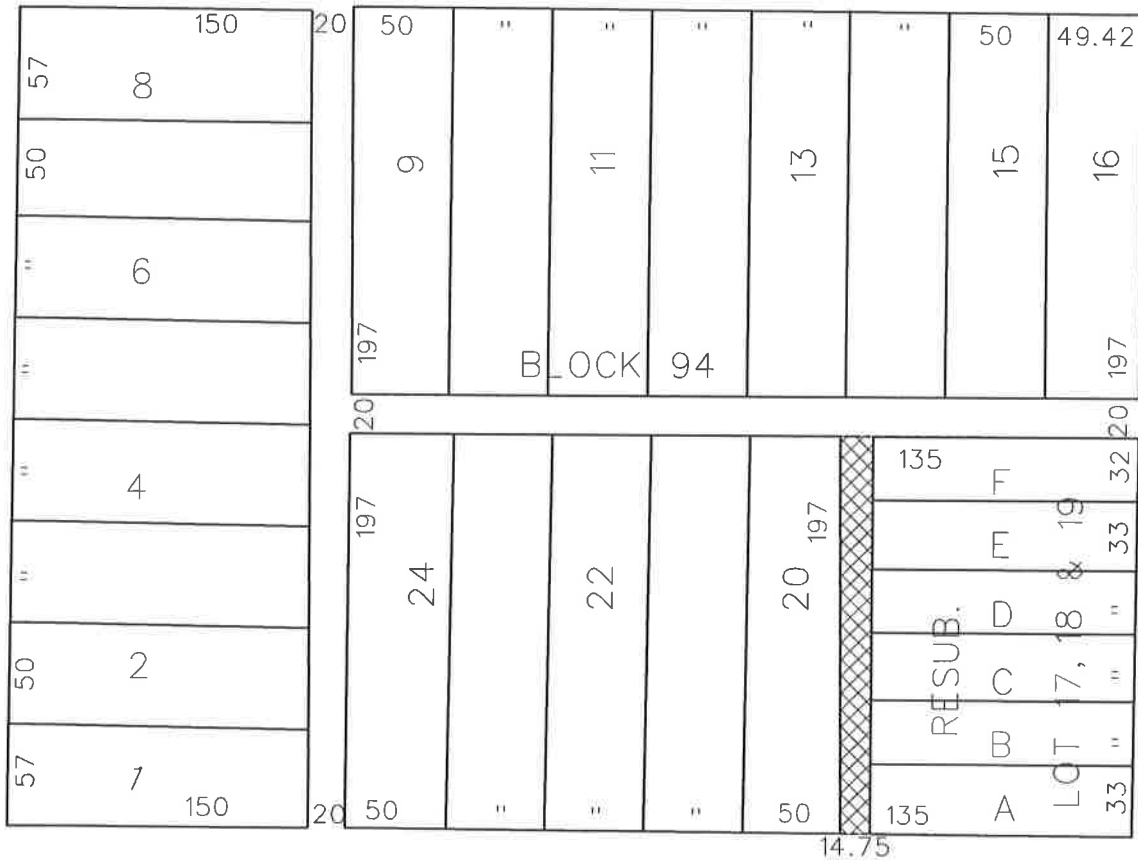
PETITION NO. 1240  
 CROSSROADS CONSULTING  
 155 WEST CONGRESS ST., SUITE 300  
 DETROIT, MICHIGAN 48226  
 C/O CHRIS KELLY  
 PHONE NO. 214 316-8631



**"REVISED"**

**ALEXANDRINE AVE. 100 FT. WD.**

**THIRD AVE. 70 FT. WD.**



**SECOND BLVD. 100 FT. WD.**

**SELDEN AVE. 100 FT. WD.**



- CONVERSION TO EASEMENT

(FOR OFFICE USE ONLY)

CARTO 29 B

<b>B</b>					
<b>A</b>	REVISE: CONVERSION TO EASEMENT	KJ	JD	06/02/20	
DESCRIPTION		DRWN	CHKD	APPD	DATE
REVISIONS					
DRAWN BY		CHECKED			
DATE		APPROVED BY			
08-12-16					

CONVERSION TO EASEMENT OF  
 THE NORTH/SOUTH PUBLIC ALLEY  
 14.75 IN THE BLOCK BOUND BY  
 SELDEN, THIRD, ALEXANDRINE AVE.  
 AND SECOND BLVD.

CITY OF DETROIT CITY ENGINEERING DIVISION SURVEY BUREAU	
JOB NO.	01-01
DRWG. NO.	X 1240