AGENDA
Committee on Ways and Means
Monday, October 28, 2019 @ 5:00 p.m. (NEW DAY/TIME)
City Council City Hall 10th Floor

Councilmember Spitzley, Chair
Councilmember Spadafore, Vice Chair
Council Member Dunbar, Member

1. **Call to Order**

2. **Approval of Minutes**

   - October 7, 2019

3. **Public Comment on Agenda Items**

4. **Discussion/Action:**

   A.) Sole Source Purchase: Economic, Development and Planning Department request for InfoTraffic Parking Solution for the purchase of Parking Digital Signage Solutions

   B.) Grant Acceptance; Emergency Management Performance Grant

   C.) Grant Acceptance; Domestic Violence Court Grant

   D.) Grant Acceptance; Sobriety Court Grant

   E.) Grant Acceptance; Victims of Crime Act (VOCA) Victim Assistance Grant

5. **Other**

6. **Adjourn**

PUBLIC COMMENT AND SIGN IN SHEET

COMMITTEE Ways and Means 5:00 P.M. DATE Oct 28, 2019

Please print

NAME	ADDRESS	Purpose for Attending	Email Address	PHONE
William Engelter		EMPG Grant	william.engelter@lansingmi.gov	483-4186
Joe McClure		VOCA/CARE Grant	joe.mcclure@Lansingmi.gov	483-4803

MINUTES
Committee on Ways and Means
Monday October 7, 2019 @ 4:30 p.m.
10th Floor Conference Room, City Hall

CALL TO ORDER
The meeting was called to order at 4:35 p.m.

ROLL CALL
Council Member Patricia Spitzley, Chair - excused
Council Member Peter Spadafore, Vice Chairperson
Council Member Kathie Dunbar, Member

OTHERS PRESENT
LaSondra Crenshaw, Administrative Assistant
Eric Brewer, Council Internal Auditor
Jim Smiertka – City Attorney
Lisa Hagen – Assistant City Attorney/Council Research Assistant
Joe Abood – Chief Deputy City Attorney
Shelbi Frayer – Chief Strategy Officer
Joe McClure - LPD

Minutes
MOTION BY COUNCIL MEMBER DUNBAR TO APPROVE THE MINUTES FROM SEPTEMBER 27, 2019 AS PRESENTED. MOTION CARRIED 2-0.

Public Comment
No public comment

Discussion/Action
RESOLUTION – Grant Acceptance; Automobile Theft Prevention Authority Grant, Michigan State Police

Mr. McClure stated the Lansing Police Department receives this grant yearly; grant begins in 2020 to assist in the prevention of motor vehicle theft. Funds will be used for personnel cost, vehicle lease purchases, office supplies, and investigative supplies. Grant amount is $168,557.00 the city match amount is 67,423 (40%) and they have one officer dedicated to this program.

MOTION BY COUNCIL MEMBER DUNBAR TO APPROVE THE RESOLUTION FOR GRANT ACCEPTANCE AUTOMOBILE THEFT PREVENTION AUTHORITY GRANT MICHIGAN STATE POLICE. MOTION CARRIED 2-0

RESOLUTION – Grant Acceptance; Office of Highway Safety Planning Grant, Michigan Office of Highway Safety Planning (OHSP)

Mr. McClure stated this is the third year this grant has been awarded by the State of Michigan. The full amount of the grant is $12,391.00; Lansing Community College is the sub-recipient so they will receive $3,045.00 of the grant. Twenty percent, which is $2,478.00 of the $12,931.00 grant, consist of local match ($1,869.00 for Lansing Police Department and $609.00 for Lansing Community College)

MOTION BY COUNCIL MEMBER DUNBAR TO APPROVE THE RESOLUTION FOR GRANT ACCEPTANCE OFFICE OF HIGHWAY SAFETY PLANNING GRANT MICHIGAN OFFICE OF HIGHWAY SAFETY PLANNING (OHSP). MOTION CARRIED 2-0

Sole Source Purchase: Lansing Police Department request for All City Management Services for the vendor for school crossing guard services

Mr. McClure stated this is the most efficient way for the Lansing Police Department to carry out their duties. Crossing guards are the responsibility of the local law enforcement agency. All City Management provides all training and supplies necessary. They are the only organization we found that does such work. We also used them last year and their rates have not changed.

Council Member Spadafore asked if the district covered any of the cost. Mr. McClure advised they do not as it is not their responsibility.

MOTION BY COUNCIL MEMBER DUNBAR TO RECEIVE AND PLACE ON FILE THE SOLE SOURCE PURCHASE LPD REQUEST FOR ALL CITY MANAGEMENT SERVICES FOR THE VENDOR FOR SCHOOL CROSSING GUARD SERVICES. MOTION CARRIED 2-0

Sole Source Purchase: Finance Department request for Zaski Accounting LLC for accounting services for a period of September 23, 2019 to June 30, 2020

Ms. Frayer stated Zaski Accounting, LLC had been hired the primary person is Casey Zaski, and he has lots of knowledge in local government. There is currently a backlog in the finance department and he would help guide as we prepare for audit. We felt Zaski Accounting was a good fit and they were available. Audit is due/filed by Dec 31st, 2019.

Council Member Dunbar asked if any requirements were changed. Ms. Frayer advised that this is the last year having Ramen, as it will be go out to bid for 2020.

MOTION BY COUNCIL MEMBER DUNBAR TO RECEIVE AND PLACE ON FILE THE SOLE SOURCE PURCHASE LPD REQUEST FOR ZASKI ACCOUNTING LLC FOR ACCOUNTING SERVICES FOR A PERIOD OF SEPTEMBER 23, 2019 TO JUNE 30, 2020. MOTION CARRIED 2-0

Sole Source Purchase: Economic, Development and Planning Department request for InfoTraffic Parking Solution for the purchase of Parking Digital Signage Solutions.

Mr. Gamble did not attend the meeting. Per Council Member Spadafore, this item will be tabled until the next meeting.

MOTION BY COUNCIL MEMBER DUNBAR TO TABLE THE SOLE SOURCE PURCHASE ED&P REQUEST FOR INFO TRAFFIC PARKING SOLUTION FOR THE PURCHASE OF PARKING DIGITAL SIGNAGE SOLUTIONS UNTIL THE NEXT MEETING. MOTION CARRIED 2-0

OTHER

No other topics of discussion

ADJOURN

Adjourn at 4:45 p.m.
Submitted by,
LaSondra Crenshaw, Administrative Assistant
Lansing City Council
Approved by the Committee on_____

CITY of LANSING

INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor

FROM: Stephanie Robinson CPPB, Senior Buyer

DATE: September 24, 2019

SUBJECT: Sole Source Purchase – Infotraffic Parking Solution

Please include this Sole Source packet of information in your transmittal to Council as required by the Purchasing Ordinance Section 206.05.

In summary, the Purchasing Office processed the following Sole Source transaction:

Department: Parking Services Office
Vendor: Infotraffic Parking Solution
Item Purchased: Parking Digital Signage Solutions
Dollar Amount: $ 38,000 (July 1, 2019 thru June 30, 2020)

Additional information pertaining to this purchase is attached for your information.

This letter is filed in accordance with the Purchasing Ordinance Section 206.05 (a) and (b).

sr

CITY of LANSING
INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor
Samantha Harkins, Deputy Mayor

FROM: Stephanie Robinson, CPPB, Senior Buyer

DATE: **September 10, 2019**

SUBJECT: Sole Source – InfoTraffic Parking Solutions

The Department of Economic Development and Planning, Parking Services Office requests that Infotraffic be designated as a Sole Source vendor for the purchase of all hardware and software dealing with the purchase of Parking Digital Signage Solutions.

Please see the attached letter from Chad Gamble and Brian McGrain regarding the request.

Based on the attached letter we recommend issuing a sole source purchase order to InfoTraffic, in the amount of $ 38,000 per the request of the Parking Services Office.

Attachment

Date: 9/10/19

Approved X Denied _____

Andy Schor, Mayor

Chad Gamble, Parking Manager
Department of Economic
Development and Planning

Andy Schor, Mayor

Parking Services Office
219 N. Grand Avenue
Lansing, Michigan 48933-1317
PH: 517.483.4240-FAX: 517.483.4395
www.lansingmi.gov

MEMORANDUM

To: Stephanie Robinson, Buyer - Purchasing

From: Chad A. Gamble, P.E., Parking Manager

Subject: Request for Sole source Procurement for Infotraffic Parking Solutions - Parking Digital Signage Solutions

Date: September 5, 2019

Please let this memo serve as a request for the issuance of a sole source purchase order for procurement for the Parking Services Office (PSO) for all hardware and software solutions dealing with the digital dynamic entry signage issued to Infotraffic Parking Solutions (Infotraffic).

As has been previously communicated, the Parking System is undergoing a transformation of all of its computer programs, applications and infrastructure. One significant piece of this is the signage that we use to communicate to our customers. This involves new opportunities for on-street and in-ramp solutions. In this new age of dynamic signage possibilities it was important for the Parking Team that we have the capability of using our new signage to communicate real time information to our customers including but not limited to:

- Welcoming large or small groups to our ramps utilizing their logos or dynamic text scrolling capabilities on a sign visible from the street.
- Providing important fee information that change from year to year.
- Announce important change of access issues that may be occurring and/or changing from day to day.
- Inform people of particularly busy days coming up so they can allow for more time exiting and entering the ramp.
- Reminding permit parkers to renew and or pay their monthly fees.
- The possibilities of advertisement to offset system cost.
- And many more options.

In researching the ability for a company to have LCD screen capabilities that dynamically communicates and integrates with our Parking Access and Revenue Collection System (PARCS) equipment manufactured by TIBA and provide real time information graphically, we found only Infotraffic has the ability to do it.

We have been negotiating price, confirming computer API integrations, and coordinating installation details with the main sign installer for over a year and are excited that this process is now complete. We have also attended several national expos for parking equipment related to

this but have yet to find any that are equal to and or have a track record of deployments equal to that of Infotraffic.

Please find attached additional sole source information from Infotraffic as well as the official quote for the material for the North Grand Ramp. This technology will also be used for dynamic signage in other assets in our system so as to limit the software/hardware that we are charged with maintaining and updating regularly. The attached quote is only for the North Grand Ramp. The other ramps will be added accordingly when they receive major infrastructure improvements in the next year or two. We are requesting also that this sole source memo serve as the approval for additional installations when we perform the extreme makeover of that particular asset within the next few years. The pricing provided by Infotraffic has discounts associated with multiple installations.

Therefore, I recommend that a sole source be issued to Infotraffic Parking Solutions for the aforementioned purposes. The current fiscal year's encumbrance is detailed below.

Equipment: 585.453641.977000.00000 $38,000

Approved: _____ Date: 9/9/19
Brian McGrain, Director, Economic Growth and Planning Department

CITY OF LANSING

124 W. Michigan Ave
Lansing ,MI 48933
(517) 483-4128

PURCHASE ORDER	
P.O. NUMBER	P086240
DATE	09/20/19
VENDOR I.D.	V037866
DELIVERY DATE	
FOB	
REQUISITION NO	PR014727

OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE.

TO:
INFOTRAFFIC INC
185 ALEWIFE BROOK PARKWAY SUITE 210
CAMBRIDGE, MA 02138

PHONE# FAX#

DELIVER ITEMS TO:

PLANNING NEIGHBORHOOD DEV PARKING OFFICE
219 N GRAND AVE
LANSING, MI 48933

SEND INVOICE TO:

PLANNING NEIGHBORHOOD DEV PARKING O
219 N GRAND AVE
LANSING, MI 48933

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
001	DEVELOPMENT & DESIGN COST $3925.00 MATERIAL & INSTALLATION COST $33,756.00	37,681	LS	1.00	37,681.00
				TAX	0.00
				TOTAL	37,681.00

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:

1. Goods other than those specified on this order must not be substituted or prices changed without authorization.
2. If the quantity shipped is short of the purchase order quantity, specify on the packing slip if that quantity is on back order or cancelled.

Federal Tax ID: 38-6004628

AUTHORIZED SIGNATURE

Stephanie Robinson

From: Gamble, Chad <Chad.Gamble@lansingmi.gov>
Sent: Monday, September 9, 2019 3:56 PM
To: Stephanie Robinson
Cc: Wyatt, Susan; Shell, Traci
Subject: RE: Sole source memo for Infotraffic Solutions.

[EXTERNAL] This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

- ITD

Stephanie,
The RFP would have resulted in only one vendor. I have been researching this for over a year and attending three national conferences and this is the only one that can do this. We have had several meetings with TIBA making sure the API integration works well between the equipment and the other software it must communicate with. The quote for the grand would be a cafeteria plan to be used for the future purchase of more equipment for the South and North Capitol Ramps. The only other quotes that I have are in a series of email back a ways. That is why I included the language that I did so we didn't run into another "TIBA" situation.

IT and property management have been briefed along the way. .more so IT . . PM has a copy of the construction plans and we reviewed with them the entry equipment and marquee location.

Please let me know if you have any other questions.

Chad A. Gamble, P.E.
Parking Manager
City of Lansing, Department of Economic Development and Planning
Parking Services Office
219 North Grand Avenue | Lansing, MI 48933
O: 517-483-6621 | F: 517-483-4395 | E: chad.gamble@lansingmi.gov
Website | Facebook | Twitter | Instagram

Andy Schor, Mayor

From: Stephanie Robinson <Stephanie.Robinson@LBWL.COM>
Sent: Monday, September 9, 2019 3:15 PM
To: Gamble, Chad <Chad.Gamble@lansingmi.gov>
Cc: Wyatt, Susan <Susan.Wyatt@lansingmi.gov>; Shell, Traci <Traci.Shell@lansingmi.gov>
Subject: [EXTERNAL] RE: Sole source memo for Infotraffic Solutions.

Question: Why didn't we issue a RFI for this type of Signage?
Was IT been involved with this process or Property Mgt?

Another question is that it is mentioned that this will be used at the other ramps, Is there a cost proposal for the whole project since this vendor will have discounts for multiple installations...

Thank you,

Stephanie Robinson CPPB
Buyer - Purchasing
City of Lansing/Lansing Board of Water and Light
1110 S Pennsylvania Lansing Mi 48912
O: 517-702-6197 F: 517-702-6042 E:stephanie.robinson@lbwl.com

From: Powell, Mary Jo <MaryJo.Powell@lansingmi.gov>
Sent: Monday, September 9, 2019 3:04 PM
To: Chad Gamble <chad.gamble@lansingmi.gov>; Stephanie Robinson <Stephanie.Robinson@LBWL.COM>
Cc: Wyatt, Susan <Susan.Wyatt@lansingmi.gov>; Shell, Traci <Traci.Shell@lansingmi.gov>
Subject: RE: Sole source memo for Infotraffic Solutions.

[EXTERNAL] This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

- ITD

Chad and Stephanie,
Attached is the signed memo regarding the sole source procurement for Infotraffic Parking Solutions.
Mary Jo

From: Gamble, Chad <Chad.Gamble@lansingmi.gov>
Sent: Thursday, September 05, 2019 8:29 AM
To: McGrain, Brian <Brian.McGrain@lansingmi.gov>
Cc: Powell, Mary Jo <MaryJo.Powell@lansingmi.gov>; Wyatt, Susan <Susan.Wyatt@lansingmi.gov>; Shell, Traci <Traci.Shell@lansingmi.gov>
Subject: Sole source memo for Infotraffic Solutions.
Importance: High

Brian,
Please find attached a sole source memo for the above mentioned company.

Please see me if you have any questions regarding my request. Please forward to Stephanie after you have signed it and cc me or please call me asap as the long design process is complete and we are in the starting blocks.

Chad A. Gamble, P.E.
Parking Manager
City of Lansing, Department of Economic Development and Planning
Parking Services Office
219 North Grand Avenue | Lansing, MI 48933
O: 517-483-6621 | F: 517-483-4395 | E: chad.gamble@lansingmi.gov
Website | Facebook | Twitter | Instagram

Prerequisites & Technical Information
Parking Facilities

How Infotraffic System TV Works

- ❑ Infotraffic System TV is based on a lightweight player with remote intelligence.
- ❑ The player (display station) is connected to your local network and simply requires an Internet connection, either http or https.
- ❑ The remote intelligence (Infotraffic servers) is a Web service managed, hosted and maintained by Infotraffic.
- ❑ The display station is configured by Infotraffic and delivered ready-to-use (additional software not necessary).
- ❑ Downloading data files and pictures (TXT, HTML, PNG, GIF) is done by port 80 on Infotraffic servers.
- ❑ The player periodically checks our servers for modifications to display and broadcasts them. Each new file is downloaded and stored on the player.
- ❑ The remote player (user interface) is executed by a web service (http or https) and is accessible through a web browser (Internet Explorer, Edge, Google Chrome, Safari, Firefox).
- ❑ All the data (files, presentations, display schedules) is stored and saved on our servers.
- ❑ The display station is based on linux system.

Electrical and Network Prerequisites

- ❑ Our equipment requires dedicated high voltage electric power (with a 30mA 16A protection) and a low voltage network cable with one open port per machine.
- ❑ IP address requirement: gateway, mask, and DNS or DHCP.
- ❑ If a proxy is used, please share its credentials with the Infotraffic team: login, password, address, port.

Infotraffic Domain Access

For the hosting, our domain infotrafic.com requires a filter or the following subdomains:
tvsystem.infotrafic.com (authentication portal)
medias.tvsystem.infotrafic.com (media access)
websystem.infotrafic.com (data access)
direct.version.infotrafic.com (display system update)
traffic.tvsystem.infotrafic.com (road traffic map)
These IP addresses can be modified at any time.

Daily Player Requests

- ❑ Our equipment sends an average of 6,000 requests per day per piece of equipment.
- ❑ The weight of these requests is 3.06MB.
- ❑ The weight may vary depending on the real time data stream (road traffic, public transportation, weather forecasts).

Internal use only. All rights reserved.

Infotraffic Inc - One Broadway, 14th Floor Cambridge, MA 02142
Tel: (617) 500-8418 - Email: info@infotraffic.com

Infotraffic®
essential to urban living

Sole Source Provider Justification

Infotraffic has 15 years of experience in real-time data and digital signage and over 3 years of experience in dynamic pricing for the parking industry, with a global reach of partners in the United States, Canada, England, France, Germany, Spain, and Switzerland.

We specialize in digital displays of real-time data for all types of transit and mobility information, including parking rates and car counts. Our parking solution allows for automated programming of parking rates to help operators and owners optimize occupancy and revenue, as well as provide enhanced communication with customers.

Infotraffic's Parking Solution was specfically designed for the parking industry with parking professionals in mind.

Our unique ability to meet the technical requirements of an integration with PARCS sets us apart from other digital signage providers. Infotraffic's administration platform was built to streamline operations for parking operators, providing access to online monitoring of signage via desktop or mobile device. The system has been customized to upload rate grids that are capable of being displayed despite a possible internet shutdown.

Infotraffic's hardware is robust, designed for parking facilities and cost effective. The system is able to run 24/7, indoor or outdoor, and is equipped with an anti-theft locking mechanism and all necessary cooling and heating ventilation.

- **Optimize revenue and occupancy**
Infotraffic is all about collaboration! Our software is able to integrate with your revenue control system and Business Intelligence tool to ensure optimized use of your facility

- **Increased comfort and time savings**
No more windmasters and reprinting! Change and display parking rates clearly with a sleek digital signage solution

- **Easy to use**
Easily program and automate rate changes for your property with Infotraffic's online rate calendar and management platform

- **Communicate with your customers for an enhanced parking experience**
Create banners and messaging for daily specials, event rates and other services offered at your facility

- **Web-based monitoring and maintenance**
Remotely access your digital content and monitor all of your Infotraffic signage solutions simultaneously

Infotraffic Parking Solution

City of Lansing
Department of Economic Development and Planning
Parking Services Office
219 North Grand Avenue
Lansing, MI 48933

Attention to: Chad Gamble

Infotraffic Inc. Project 190502B **August 26, 2019**

Infotraffic Parking Display Solution
North Ramp Garage
City of Lansing, Michigan

Dear Chad,

Below please find a detailed proposal and cost estimate for Infotraffic's digital signage project at the North Ramp Garage.

This Infotraffic Parking Solution offer includes a description and price list for the materials, installation, configuration and subscription. The materials described are compatible with Infotraffic's online platform that will allow you to manage rates for automatic display.

We suggest three 49" indoor totems for the display of rates and other messaging streams at the entrance lanes of the garage.

Included in this proposal are technical requirements to give you an idea of the cabling and electrical necessities. Infotraffic is not responsible for providing the internet and power cabling.

As for next steps, we would be happy to schedule some time to validate a project timeline and installation start date.

Please do not hesitate to reach out to our team should you need any further details.

We look forward to working with you on this exciting project!

Jérôme Lefevre
CEO

Project Details

The City of Lansing is interested in implementing digital rate and message boards at its West Short Street garage and requested information about Infotraffic's dynamic signage solution.

Infotraffic specializes in digital displays of real-time data for all types of transit and mobility information, including parking rates and car counts.

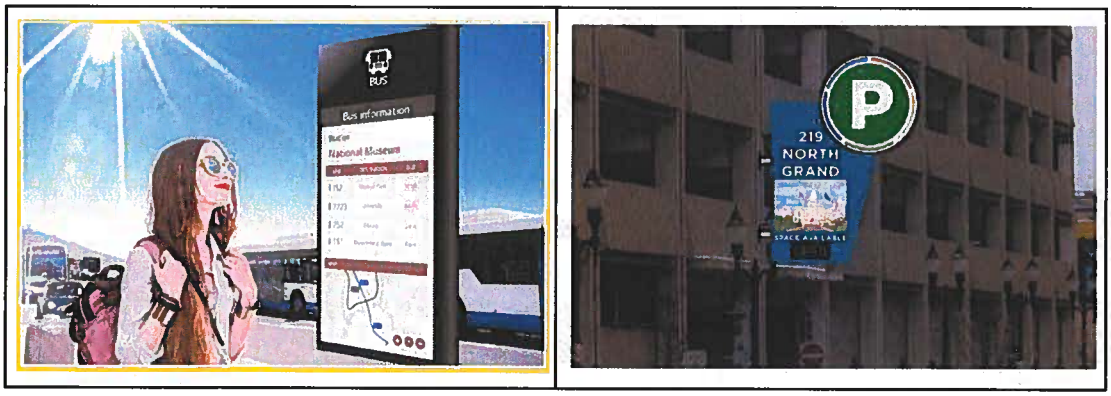
Our parking solution allows for automated programming of parking rates to help operators and owners optimize occupancy and revenue, as well as provide enhanced communication with customers.

Infotraffic will provide the hardware, software, installation and remote maintenance of devices related to the price management project.

- **Three (3) 49" indoor standing screens (totems):** includes professional digital monitor, indoor protective case, and mounting fixtures.
- **Two (2) 55" outdoor screens** LG 55XE4F-B that will be integrated and installed by Universal Sign Systems Inc. in the marquee sign.
- **Five (5) software players**, as well as their respective initialisation and set-up.
- The creation of **widgets** respective to your brand guidelines, enabling various customized displays.
- The development of an **online platform** used to manage and automate rates: this portal will enable your parking facility to adjust its prices based on unique demands and timing, which Infotraffic will then automate.
- The provision of an **online user interface** for the management and creation of content. Interface also includes device monitoring.
- **Installation of the devices** (except for screens integrated and installed by Universal Sign Systems Inc.)
- **Remote Maintenance**: support and assistance via telephone available 24/7
- **Optional On-site Maintenance**: on-site support within 72 business hours.

Suggested Materials

Indoor 49" totem with digital monitor, protective enclosure
-Full HD Resolution Professional Monitor: 1920x1080, 450 cd/m2, 2-year warranty
-IP30 Protective Case, Steel structure, Tempered glass, Anti-theft protection, Mounting materials, Convection cooling



Full outdoor 55" professional monitor LG 55XE4F-B 4000cd IP 56 imported from France that will be integrated and installed by Universal Sign Systems Inc. in the marquee sign.
https://www.lg-informationdisplay.com/product/digital-signage/high-brightness/55XE4F-B-AAU

Installation Information

Installations of the 2 screens will be performed by Universal Sign Systems Inc. in the marquee sign.

Installations of the 3 totems will be performed by Infotraffic's technical team.

In order to respect project deadlines, communication and cooperation between entities is necessary to accomplish the following:

- Determine installation schedules during which both teams are available to participate,
- Preemptively define locations for network and electrical connections,
- And block off work zone during installation.

Electrical & Network Prerequisites

Network Connection
A permanent and reliable Internet connection is required to update content regularly, however it is not necessary for the connection to be dedicated solely to this application. RJ45 outlet from a CAT6 cable granting access to the network is required in close proximity to the screen and totems.

IPv4 address requirement: gateway, mask, and DNS or DHCP. If a proxy is used, please share its credentials with the Infotraffic team: login, password, address, port.

In terms of network type, an IP address will be attributed. Solely the use of port 80 is used (if firewall present).

Electrical Connection
Our equipment requires high voltage electric power (ideally with a dedicated circuit breaker) and a low voltage network cable with open port per machine.

AC power must be in place prior to installation in close proximity to screen and totems. Cable 3G2.5, differential breaker 30mA 16A dedicated to installed devices (screen and totem); to be determined with electrical grid.

This proposal does not include the potential need for a cement fill-in and subsequent cabling if totem is installed on an incline.

Platform Development City of Lansing	
Development & Design Costs	
Development: initial set-up, system programming, systems integration	
Project Management	
Analysis of briefing and brand guidelines	
Content design and creation of mock-ups	
Total Development & Design	**$3,925**

North Ramp Garage			
Material & Installation Costs	***Unit Price***	***Qty***	***TOTAL***
Totem **LCD 49" 450cd/m²** with protective indoor case, includes delivery and installation **(excludes cabling)**	$5,990	3	$17,970
Outdoor 55" professional monitor LG 55XE4F-B **(excludes cabling and installation)**	$7,223	2	$14,446
LG 55XE4F-B shipping	$1,340	1	$1,340
Total Material & Installation			**$33,756**

Monthly Subscription	***Unit Price***	***Qty***	***TOTAL***
24/7 data stream, display software, hosting platform for display management, remote maintenance			
1st Media Player 49"	$149	1	$149
2nd Media Player 49"	$49	1	$49
3rd Media Player 49"	$49	1	$49
4th Media Player 49"	$49	1	$49
5th Media Player 49"	$49	1	$49
Total Monthly Subscription			**$345/month**
5% discount (>= 5 players)	5%		-$17.25
Total Monthly Subscription after discount			**$327.75/month**

Optional On-Site Maintenance	***Unit Price***	***Qty***	***TOTAL***
On-site support within 72 business hours	$50	5	$250
Total Monthly On-Site Maintenance			**$250/month**

Optional Tiba connection for occupancy	***Unit Price***	***Qty***	***TOTAL***
Set-up fee (identical rebilling of fees billed by Tiba)	$750	1	$750
Monthly fee (identical rebilling of fees billed by Tiba)	$25	3	$75

Terms of Sale

Delivery Period: 6-8 weeks after signed proposal and deposit are received.
Installation Period: 10 weeks after signed proposal and deposit are received.

- All costs are listed pre-tax.
- Deposit due upon proposal signing: **40% of total material costs.**
- Subscription duration is **a 12-month minimum** starting on date of installation.
- Monthly subscription payable in advance.
- Payment due within 30 days of receipt of invoice.
- Agreement stipulates that additional Development & Design costs will not be charged when installation of signage occurs at other sites.
- Infotraffic will offer a 5% discount on the monthly subscription of each screen when 5 or more screens are installed.
- Infotraffic will offer a 10% discount on material costs when 5 or more screens are installed.

Acceptance of Proposal 190502B
North Ramp Garage
219 North Grand Avenue
Lansing, MI

As the authorized representative for the City of Lansing, I agree to and accept the terms and conditions of proposal 190502B, including deposit and milestone payments as detailed above.

Name: _____

Signature: _____

Date: _____

LANSING CITY COUNCIL
GRANT INFORMATION FORM
(Required for all grant applications and acceptances)

REFERRAL DATE: _____

GRANT NAME: 2019 Emergency Management Performance Grant

DEPARTMENT: Emergency Management (Fire Department)

CONTACT PERSON (INCLUDE EMAIL AND PHONE) William Engelter, William.Engelter@lansingmi.gov (517)483-4186

APPLICATION DATE: October 9, 2019 AWARD DATE: October 9, 2019

FUND AMOUNT: $65,645.00

CITY MATCH (IF APPLICABLE): 50%

GRANT CYCLE: October 1, 2018 through September 30, 2019 Check One: [X] **Annual** One-Time

GRANT PAYS FOR: Emergency Management Coordinator position (partial)

GOODS & SERVICES: _

PERSONNEL $65,645.00

CONSTRUCTION_____

LAND_____

FUND ALLOCATIONS (Please describe the purpose of the grant and allowable uses):

This grant pays for approximately 35.69% of the Emergency Management Coordinators position (Salary and Benefits) .
Matching funds are cash or in-kind and covered with existing and dedicated budgetary money in the Fire Department
Budget.

August 21, 2019

Michael Tobin
City of Lansing
815 Marshall St.
Lansing, MI 48912

Dear Local Emergency Management Coordinator:

Enclosed is the Fiscal Year 2019 Emergency Management Performance Grants (EMPG) Grant Agreement package. Please return the required grant documentation listed on the enclosed ***Subrecipient Checklist*** to our office at the following address:

Attn: Ms. Alyssa Duhr-Vannelli
Emergency Management and Homeland Security Division
Michigan Department of State Police
PO Box 30634
Lansing, Michigan 48909

Reimbursement for the EMPG program is contingent upon completion of the activities in the signed *Emergency Management Annual Work Agreement*. To remain eligible for EMPG funding, current and adequate plans must be maintained, and exercise requirements must be met. If a work activity is not completed in the designated quarter, reimbursement may not be made until the work is completed. The Emergency Management and Homeland Security Division District Coordinators may make recommendations on reimbursement, but final approval remains with the Deputy State Director of Emergency Management and Homeland Security, who may or may not approve a delay in the completion of the activity. If work activities (for which funds have been withheld) have not been completed by the end of the fiscal year, forfeiture of those funds may be required. For specific responsibilities and requirements, please refer to Section II (Statutory Authority) and Section IV (Responsibilities of the Subrecipient) in the Fiscal Year 2019 EMPG Grant Agreement.

This grant agreement and all required attachments must be completed, signed, and returned **no later than October 20, 2019.** If this requirement is not met, this grant agreement will be invalid after October 20, 2019, unless a prior written exception is provided by the Michigan State Police, Emergency Management and Homeland Security Division.

Sincerely,

Capt Emmitt McGowan

Capt. Emmitt McGowan, Commander
Emergency Management and Homeland Security Division

Enclosures (8)

Michigan State Police
Emergency Management
and
Homeland Security
Division

Grant Agreement

FEDERAL AWARD IDENTIFICATION

SUBRECIPIENT NAME	GRANT NAME	CFDA NUMBER
City of Lansing	Emergency Management Performance Grants	97.042
SUBRECIPIENT IRS/VENDOR NUMBER	**FEDERAL AWARD IDENTIFICATION NUMBER (FAIN)**	**FEDERAL AWARD DATE**
38-6004628	EMC-2019-EP-00004	7/24/2019
SUBRECIPIENT DUNS NUMBER	**SUBAWARD PERFORMANCE PERIOD** FROM	TO
069835882	10/1/2018	9/30/2019

RESEARCH & DEVELOPMENT	Funding	Total
N/A	Federal Funds Obligated by this Action	$65,645.00
INDIRECT COST RATE	Total Federal Funds Obligated to Subrecipient	$65,645.00
None on file	Total Amount of Federal Award	$8,971,802

FEDERAL AWARD PROJECT DESCRIPTION

2019 Emergency Management Performance Grants

DETAILS

The 2019 EMPG allocation is 35.69% of the Subrecipient's emergency program manager's salary and fringe benefits. A cost-match is required under this program. The Federal share used towards the EMPG budget shall not exceed 50 percent of the total budget.

FEDERAL AWARDING AGENCY	PASS-THROUGH ENTITY (RECIPIENT) NAME
Federal Emergency Management Agency Grant Operations 245 Murray Lane – Building 410, SW Washington DC 20528-7000	Michigan State Police Emergency Management and Homeland Security Division PO Box 30634 Lansing, MI 48909

State of Michigan
FY 2019 Emergency Management Performance Grant
Grant Agreement

October 1, 2018 to September 30, 2019

CFDA Number: 97.042 Grant Number: EMC-2019-EP-00004

This Fiscal Year (FY) 2019 Emergency Management Performance Grant (EMPG) grant agreement is hereby entered into between the Michigan Department of State Police, Emergency Management and Homeland Security Division (hereinafter called the Recipient), and the

CITY OF LANSING
(hereinafter called the Subrecipient)

I. Purpose

The purpose of this grant agreement is to provide federal pass-through funds to the Subrecipient for the development and maintenance of an emergency management program capable of protecting life, property, and vital infrastructure in times of disaster or emergency.

The FY 2019 EMPG program plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. The objective of the NPS is to facilitate an integrated, all-of-nation/whole community, risk driven, capabilities-based approach to preparedness.

In support of the National Preparedness Goal, the FY 2019 EMPG supports a comprehensive, all-hazard emergency preparedness system to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas.

For more information on the NPS, federally designated priorities, and the FY 2019 EMPG objectives, as well as guidance on allowable costs and program activities, please refer to the FY 2019 EMPG Notice of Funding Opportunity (NOFO) and the FEMA Preparedness Grants Manual located at https://www.fema.gov.

II. Statutory Authority

Funding for the FY 2019 EMPG is authorized by Section 662 of the *Post-Katrina Emergency Management Reform Act of 2006* (PKEMRA), as amended, (Pub. L. No. 109-295) (6 U.S.C. § 762); the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.); the *Earthquake Hazards Reduction Act of 1977, as amended* (Pub. L. No. 95-124) (42 U.S.C. §§ 7701 et seq.); and the *National Flood Insurance Act of 1968*, as amended (Pub. L. No. 90-448) (42 U.S.C. §§ 4001 et seq.).

Appropriation authority is provided by the *Department of Homeland Security Appropriations Act, 2019*, (Pub. L. No. 116-6).

The Subrecipient agrees to comply with all EMPG program requirements in accordance with the federal FY 2019 EMPG NOFO located at http://www.fema.gov/grants; the *Michigan Emergency Management Act*

of 1976, as amended (Public Act 390) at http://www.legislature.mi.gov/doc.aspx?mcl-Act-390-of-1976; and the *Robert T. Stafford Disaster Relief and Emergency Assistance Act,* as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.) located at http://www.fema.gov/robert-t-stafford-disaster-relief-and-emergency-assistance-act-public-law-93-288-amended, and the *FY 2019 EMPG Agreement Articles Applicable to Subrecipients.* The *FY 2019 EMPG Agreement Articles Applicable to Subrecipients* document is included for reference in the grant agreement packet.

The Subrecipient shall also comply with the most recent version of:

> 2 CFR, Part 200 of the Code of Federal Regulations (CFR), *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* located at http://www.ecfr.gov.

III. Award Amount and Restrictions

A. The **City of Lansing** is awarded **$65,645.00** under the **FY 2019 EMPG**. The Recipient determined the Subrecipient's EMPG allocation as **35.69%** of the Subrecipient's local emergency manager's salary and fringe benefits. The Subrecipient may receive less than the allocated amount if the Subrecipient's cost share (match) of wages and fringe benefits paid to the local emergency manager are less than the total allocation. The Subrecipient's EMPG program budget must be documented on the Local Budget for Emergency Management Performance Grant form (EMD-17).

B. The FY 2019 EMPG covers eligible costs from October 1, 2018 to September 30, 2019. The funds awarded in the grant agreement shall only be used to cover allowable costs that are incurred during the agreement period. Grant funds shall not be used for other purposes. For guidance on allowable costs, please refer to the EMPG Appendix in the FEMA Preparedness Grants Manual.

C. This grant agreement designates EMPG funds for the administration and oversight of an approved emergency management program. **The Subrecipient may utilize grant funds for the reimbursement of salary, overtime, compensatory time off, and associated fringe benefits for the local emergency manager, and up to 5% of the total allocation may be utilized for organization costs.** No other expenditures are allowed. If organization costs are claimed, a narrative must be submitted detailing the expenses that are included in these costs.

D. The FY 2019 EMPG program has a 50% cost share (cash or in-kind) requirement, as authorized by the *Robert T. Stafford Disaster Relief and Emergency Assistance Act,* as amended, (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.), specifically, Title VI, sections 611(j) and 613. Federal funds cannot exceed 50% of eligible costs. Unless otherwise authorized by law, federal funds cannot be matched with other federal funds.

   The Federal Emergency Management Agency (FEMA) administers cost sharing requirements in accordance with 2 CFR § 200.306. To meet matching requirements, the Subrecipient contributions must be reasonable, allowable, allocable, and necessary under the grant program and must comply with all federal requirements and regulations.

   See the FY 2019 EMPG NOFO and FEMA Preparedness Grants Manual for additional cost share guidance, definitions, basic guidelines, and governing provisions.

E. All EMPG funded personnel must complete either the Independent Study courses identified in the Professional Development Series or the National Emergency Management Basic Academy delivered either by the Emergency Management Institute or a sponsored state, local, tribal, territorial, regional or other designated location and record proof of completion. All EMPG

funded personnel must also participate in no less than three exercises in a 12 month period, consistent with the requirements outlined in the EMPG Guidebook. The EMPG Guidebook (EMD-PUB 208) is located at: www.michigan.gov/emhsd under Grant Programs & Publications.

EMPG programs are required to complete a quarterly training and exercise report (Quarterly Training and Exercise Reporting Worksheet) identifying training and exercises completed during the quarter. Guidance for accomplishing these requirements is provided by the Recipient.

F. Upon request, the Subrecipient must provide to the Recipient information necessary to meet any state or federal subaward reporting requirements.

G. In the event that the U.S. Department of Homeland Security (DHS) determines that changes are necessary to the award document after an award has been made, including but not limited to, changes to period of performance or terms and conditions, Subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient acceptance of the changes to the award.

IV. Responsibilities of the Subrecipient

A. **Grant funds must supplement, not supplant, state or local funds**. Federal funds must be used to supplement existing funds, not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in subsequent monitoring reviews and audits. Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

B. The Subrecipient agrees to comply with all applicable federal and state regulations; the FY 2019 EMPG NOFO, located at: www.fema.gov/grants; the *Agreement Articles Applicable to Subrecipients: Fiscal Year 2019 Emergency Management Performance Grants, included with the grant agreement package for reference;* the EMPG Guidebook (EMD-PUB 208), located at www.michigan.gov/emhsd under Grants Programs & Publications; and the FEMA Preparedness Grants Manual located at https://www.fema.gov/media-library/assets/documents/178291.

C. In addition to this grant agreement, the Subrecipient shall complete, sign, and submit to the Recipient the following documents, which are incorporated by reference into this grant agreement:
   1. Subrecipient Risk Assessment Certification
   2. Standard Assurances
   3. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
   4. Audit Certification (EMD-053)
   5. Request for Taxpayer Identification Number and Certification (W-9)
   6. Other documents that may be required by federal or state officials

D. Complete and submit quarterly work reports, the Quarterly Training and Exercise Worksheet, and the Annual Training and Exercise Plan Worksheet in accordance with the schedule outlined in the FY 2019 EMPG Work Agreement/Quarterly Report (EMHSD-31).

E. Enact enabling legislation establishing the local emergency management program and ensure a copy of the local resolution or ordinance is on file with the Recipient.

F. Appoint an emergency management program manager who is able to assume responsibility for the functions outlined in section 4 of the EMPG Guidebook.

G. Provide the Recipient with a complete job description for the federally funded EMPG local emergency manager, including non-EMPG duties.

H. Notify the Recipient immediately of any changes in the EMPG funded local emergency manager's position.

I. The Subrecipient will contribute to the development and maintenance of the state's multi-year Training and Exercise Plan (TEP). This will include conducting exercises that comply with local, state, and federal requirements, including the Homeland Security Exercise and Evaluation Program (HSEEP) and the EMPG Guidebook, to accomplish this goal.

J. Ensure the EMPG funded local emergency manager completes specific training as required by the annual EMPG Work Agreement.

K. Have an approved and current emergency operations plan on file with the MSP/EMHSD District Coordinator.

L. The Subrecipient agrees to prepare the form EMD-007 EMPG Expenses Claimed for Local Program Contributions. This form is also referred to as EMHSD-007 - EMPG Quarterly Billing. The Subrecipient agrees to submit this form with supporting documentation, including all required authorized signatures and required reimbursement documentation to the appropriate MSP/EMHSD District Coordinator by the due date following the end of **each** quarter, as identified in FY 2019 Emergency Management Report Schedule. The most current EMD-007 form must be used and can be obtained from the MSP/EMHSD District Coordinator.

M. Comply with applicable financial and administrative requirements set forth in the current edition of 2 CFR, Part 200, including, but not limited to, the following provisions:
   1. Account for receipts and expenditures, maintain adequate financial records, and refund expenditures disallowed by federal or state audit.
   2. Retain all financial records, statistical records, supporting documents, and other pertinent materials for at least three years after the grant is closed by the awarding federal agency for purposes of federal and/or state examination and audit.
   3. Non-federal organizations which expend $750,000 or more in all federal funds during their current fiscal year are required to have an audit performed in accordance with the Single Audit Act of 1984, as amended, and 2 CFR, Part 200.

N. Comply with all reporting requirements, including special reporting, data collection, and evaluation requirements, as prescribed by law or program guidance.

O. Maintain a valid Data Universal Numbering System (DUNS) number at all times during the performance period of this grant.

P. The Subrecipient must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. The Subrecipient also agrees to require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with these same provisions. Detailed information on record access provisions can be found in the *DHS Standard Administrative Terms and Conditions* located at https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions, specifically in the DHS Specific Acknowledgements and Assurances on page 1.

V. Responsibilities of the Recipient

The Recipient, in accordance with the general purposes and objectives of this grant agreement, will:

A. Administer the grant in accordance with all applicable federal and state regulations and guidelines and submit required reports to the awarding federal agency.

B. Provide direction and technical assistance to the Subrecipient.

C. Provide to the Subrecipient any special report forms and reporting formats (templates) required for administration of the program.

D. Reimburse the Subrecipient, in accordance with this grant agreement, based on appropriate documentation submitted by the Subrecipient.

E. At its discretion, independently, or in conjunction with the federal awarding agency, conduct random on-site reviews of the Subrecipient(s).

VI. Reporting Procedures

A. The Subrecipient agrees to prepare quarterly work reports using the FY 2019 EMPG Work Agreement/Quarterly Report (EMHSD-31) and submit them through EMHSD's online reporting tool by the due date following the end of **each** quarter. Reimbursement of expenditures by the Recipient is contingent upon the Subrecipient's completion of scheduled work activities. Reporting periods and due dates are listed in the FY 2019 EMPG Work Agreement/Quarterly Report (EMHSD-31). The FY 2019 EMPG Work Agreement can be located at www.michigan.gov/emhsd under Grants Programs & Publications, EMPG Publications

B. If the Subrecipient fails to complete the scheduled work activities during a quarter, the Recipient will withhold reimbursement until either the work is completed, or the Deputy State Director of Emergency Management and Homeland Security approves a delay in the completion of the activity. Forfeiture of funds may result if scheduled work activities are not completed according to established deadlines.

C. A Subrecipient that fails to complete the annual exercise requirements, as scheduled within the FY 2019 EMPG Work Agreement/Quarterly Report, may be ineligible for EMPG funding for that quarter and all subsequent quarters.

D. The Subrecipient's failure to fulfill the quarterly reporting requirements, as required by the grant, may result in the suspension or loss of grant funding.

VII. Payment Procedures

A. The Subrecipient agrees to prepare the form EMD-007 EMPG Expenses Claimed for Local Program Contributions. This form is also referred to as the EMPG Quarterly Billing. The Subrecipient agrees to submit this form with supporting documentation, including all required authorized signatures and required reimbursement documentation, to the MSP/EMHSD District Coordinator by the due date following the end of **each** quarter, as identified in FY 2019 Emergency Management Report Schedule. The most current EMD-007 form must be used and can be obtained from the MSP/EMHSD District Coordinator.

B. If the Subrecipient submits required quarterly reports that are late or incomplete, the reimbursement may not be processed until the following quarter. Forfeiture of funds may result if quarterly reports are not completed according to established deadlines.

C. The Subrecipient agrees to return to the Recipient any unobligated balance of funds held by the Subrecipient at the end of the agreement period or handle them in accordance with the instructions provided by the Recipient.

VIII. Employment Matters

The Subrecipient shall comply with Title VI of the *Civil Rights Act of 1964*, as amended; Title VIII of the *Civil Rights Act of 1968*; Title IX of the *Education Amendments of 1972 (Equal Opportunity in Education Act)*; the *Age Discrimination Act of 1975*; Titles I, II and III of the *Americans with Disabilities Act of 1990*; the *Elliott-Larsen Civil Rights Act*, 1976 PA 453, as amended, MCL 37.2101 *et seq.*; the *Persons with Disabilities Civil Rights Act*, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state and local fair employment practices and equal opportunity laws and covenants. The Subrecipient shall not discriminate against any employee or applicant for employment, to be employed in the performance of this grant agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment; or any matter directly or indirectly related to employment because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, limited English proficiency, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The Subrecipient agrees to include in every subcontract entered into for the performance of this grant agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of the grant agreement.

The Subrecipient shall ensure that no subcontractor, manufacturer, or supplier of the Subrecipient for projects related to this grant agreement appears on the Federal Excluded Parties List System located at https://www.sam.gov.

IX. Limitation of Liability

The Recipient and the Subrecipient to this grant agreement agree that each must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from performance of this contract. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

This is not to be construed as a waiver of governmental immunity for either party.

X. Third Parties

This grant agreement is not intended to make any person or entity, not a party to this grant agreement, a third party beneficiary hereof or to confer on a third party any rights or obligations enforceable in their favor.

XI. Grant Agreement Period

This grant agreement is in full force and effect from October 1, 2018 to September 30, 2019. No costs eligible under this grant agreement shall be incurred before the starting date of this grant agreement, except with prior written approval. This grant agreement package consists of two identical grant agreements, simultaneously executed; each is considered an original having identical legal effect. This grant agreement may be terminated by either party by giving thirty (30) days written notice to the other party stating reasons for termination and the effective date, or upon the failure of either party to carry out the terms of the grant agreement. Upon any such termination, the Subrecipient agrees to return to the Recipient any funds not authorized for use, and the Recipient shall have no further obligation to reimburse the Subrecipient.

XII. Entire Grant Agreement

This grant agreement is governed by the laws of the State of Michigan and supersedes all prior agreements, documents, and representations between the Recipient and the Subrecipient, whether expressed, implied, or oral. This grant agreement constitutes the entire agreement between the parties and may not be amended except by written instrument executed by both parties prior to the grant end date. No party to this grant agreement may assign this grant agreement or any of his/her/its rights, interest, or obligations hereunder without the prior consent of the other party. The Subrecipient agrees to inform the Recipient in writing immediately of any proposed changes of dates, budget, or services indicated in this grant agreement, as well as changes of address or personnel affecting this grant agreement. Changes in dates, budget, or services are subject to prior written approval of the Recipient. If any provision of this grant agreement shall be deemed void or unenforceable, the remainder of the grant agreement shall remain valid.

The Recipient may suspend or terminate grant funding to the Subrecipient, in whole or in part, or other measures may be imposed for any of the following reasons:

A. Failure to expend funds in a timely manner consistent with the grant milestones, guidance, and assurances.
B. Failure to comply with the requirements or statutory objectives of federal or state law.
C. Failure to make satisfactory progress toward the goals or objectives set forth in the annual EMPG Work Agreement.
D. Failure to follow grant agreement requirements or special conditions.
E. Failure to submit required reports.
F. Filing of a false certification in the application or other reports or documents.

Before taking action, the Recipient will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.

XIII. Business Integrity Clause

The Recipient may immediately cancel the grant without further liability to the Recipient or its employees if the Subrecipient, an officer of the Subrecipient, or an owner of a 25% or greater share of the Subrecipient is convicted of a criminal offense incident to the application for or performance of a state, public, or private grant or subcontract; or convicted of a criminal offense, including, but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense which, in the sole discretion of the Recipient, reflects on the Subrecipient's business integrity.

XIV. Freedom of Information Act (FOIA)

Much of the information submitted in the course of applying for funding under this program, or provided in the course of grant management activities, may be considered law enforcement-sensitive or otherwise critical to national security interests. This may include threat, risk, and needs assessment information; and discussions of demographics, transportation, public works, and industrial and public health infrastructures. Therefore, each Subrecipient agency Freedom of Information Officer will need to determine what information is to be withheld on a case-by-case basis. The Subrecipient should be familiar with the regulations governing Protected Critical Infrastructure Information (6 CFR, Part 29) and Sensitive Security Information (49 CFR, Part 1520), as these designations may provide additional protection to certain classes of homeland security information.

XV. Official Certification

For the Subrecipient

The individual or officer signing this grant agreement certifies by his or her signature that he or she is authorized to sign this grant agreement on behalf of the organization he or she represents. The Subrecipient agrees to complete all requirements specified in this grant agreement.

City of Lansing
Subrecipient Name

069835882
Subrecipient's DUNS Number

For the Chief Elected Official

Andy Schor
Printed Name

Mayor
Title

Signature

Date

For the Local Emergency Manager

William Engelter
Printed Name

Emergency Management Division Chief
Title

Signature

10/8/19
Date

For the Recipient (Michigan State Police, Emergency Management and Homeland Security Division)

Capt. Emmitt McGowan, Commander
Printed Name

Deputy State Director of Emergency Management and Homeland Security
Title

Capt Emmitt McGowan

8/12/19

Signature

Date

RESOLUTION # _____
BY THE COMMITTEE ON WAYS AND MEANS
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, The Lansing Office of Emergency Management receives Federally-funded grant dollars, Emergency Management Performance Grant (EMPG), to pay for 35.69% of the program Coordinators Salary and Fringe benefits; and

WHEREAS, The EMPG grant is an annual hand down grant to the State of Michigan and is awarded to Emergency Management programs within the State of Michigan annually; and

WHEREAS, The EMPG grant is designed to provide federal EMPG funds to the sub grantee for the development and maintenance of an emergency management program capable of protecting life, property, and vital infrastructure in time of disaster or emergency; and

WHEREAS, The EMPG awards $65,645.00 for the duration of twelve (12) months

WHEREAS, The State of Michigan award of $65,645.00 requires a 50% cost match (cash or in-kind) local match, which is covered through budgetary funding; and

WHEREAS, The EMPG grant will fund a percentage of the compensation of the Emergency Management program coordinator's salary and fringe benefits;

NOW, THEREFORE, BE IT RESOLVED, The Lansing City Council approves acceptance of the EMPG grant in the total amount of $65,645.00 for the grant period beginning October 1, 2018 and ending September 30, 2019 to fund 35.69% of the Emergency Management program coordinators salary; and

BE IT FINALLY RESOLVED, The Administration is authorized to create appropriate accounts and to make the necessary operating transfers for the expenditure and control of the balance of the grant funds.

LANSING CITY COUNCIL

GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE:

GRANT NAME: Michigan Department of Health and Human Services – Domestic Violence Grant

DEPARTMENT: 54-A District Court

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Hon. Cynthia Ward, cynthia.ward@lansingmi.gov, 517-483-4412

APPLICATION DATE: Spring 2019 AWARD DATE: October 2019

GRANT CYCLE: November 1 – September 30 Check One: X Annual ___One-Time

FUND AMOUNT: $157,895.00 (Breakdown below should total this amount)

SALARIES	$79,376 (TWO EMPLOYEES)
FRINGE BENEFITS	$39,177
EQUIPMENT/TRANSPORTATION	$7,917
SUPPLIES	$20,925
TRAINING	$10,500

CITY MATCH (IF APPLICABLE): $2,785.00

GRANT PAYS FOR: Two full-time positions to assist with case management of a specialized caseload, supplies, equipment training and transportation costs. The grant also includes a fringe benefit package for both positions.

FUND ALLOCATIONS (Please describe the purpose of the grant and allowable uses):

Funds are allocated to assist with basic funding of 54-A District Court Specialty Court for full-time help, supplies, treatment, some testing and training for Judge and domestic violence court team.

BY THE COMMITTEE ON WAYS AND MEANS
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, appropriates the following grant award amounts for the following purpose:

$160,680	State Grant Revenue
$79,376	Full-time Help
$39,177	Fringe Benefits-Variable
$1,375	Data Communication
$20,925	Supplies
$9,327	Transportation
$10,500	Training, Conferences, Home Visits

To assist in the funding of 54A District Court's Domestic Violence Court, for things such as full-time positions, with grant resources from Michigan Department of Health and Human Services – Bureau of Grants and Purchasing. The grant period is November 1, 2019 through September 30, 2020.

LANSING CITY COUNCIL

GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE:

GRANT NAME: Michigan Drug Court Grant Program – DWI Sobriety Court

DEPARTMENT: 54-A District Court

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Anethia Brewer, Anethia.brewer@lansingmi.gov, 517-483-4538

APPLIICATION DATE: August 2019 AWARD DATE: October 7, 2019

GRANT CYCLE: October 1 – September 30 Check One: X Annual ___One-Time

FUND AMOUNT: $40,999.15 (Breakdown below should total this amount)

TEMPORARY HELP	$23,100
FRINGE BENEFITS	$1,996.65
CONTRACTUAL SERVICES	$15,220
SUPPLIES	$72.50
TRAINING	$610.00

CITY MATCH (IF APPLICABLE): $2350.00

GRANT PAYS FOR: Back-fill probation officer position to assist with case management of regular caseload, supplies and training.

FUND ALLOCATIONS (Please describe the purpose of the grant and allowable uses):

Funds are allocated to assist with basic funding of 54-A District Court Specialty Court for temporary help, supplies, treatment and testing and training for Judge and sobriety court team.

BY THE COMMITTEE ON WAYS AND MEANS
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, appropriates the following grant award amounts for the following purpose:

$40,999.15 State Grant Revenue	273.000000.547000.17215
$23,100.00 Temporary Help	273.132201.707000.17215
$1,996.65 Fringe Benefits-Variable	273.132201.715400.17215
$15,220.00 Contractual Services	273.132201.743000.17215
$72.50 Supplies	273.132201.742000.17215
$610.00 Training	273.132201.747000.17215

To assist in the basic funding of 54A District Court's Specialty Court, for things such as temporary help, with grant resources from Michigan Drug Court Grant Program administered by the State Court Administrative Office. The grant period is October 1, 2019 through September 30, 2020.

LANSING CITY COUNCIL

GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE: 10/21/2019

GRANT NAME: Victims Of Crime Act (VOCA) Victim Assistance Grant

DEPARTMENT: Police

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Joe McClure (Joe.Mcclure@LansingMI.Gov 483-4808)

APPLIICATION DATE AWARD DATE: 9/21/2019

GRANT CYCLE: 10/12019 – 9/30/2020 Check One: ___Annual _✓_One-Time

FUND AMOUNT: $166,095 (Breakdown below should total this amount)

GOODS & SERVICES	$7,122
PERSONNEL	$148,367
CONSTRUCTION	$0.00
LAND	$0.00
OTHER (Travel)	$10,606

CITY MATCH (IF APPLICABLE): $41,524 (20%) The source of the match is in-kind volunteers

GRANT PAYS FOR: The cost of three contract employees , their travel, some training, and admin supplies

FUND ALLOCATIONS (Please describe the purpose of the grant and allowable uses):

The purpose of the grant is to provide local services to victims of intimate partner violence. The grant funds three staff, their training and their travel. The staff provide empathic listening to the victims, assesses a victims risk of further injury or homicide, provides education on the power and control behavior of assaults, personal safety planning, helps to arrange safe shelter, provides advocacy with legal and civil court proceedings, assists with Victims' Rights Compensation medical forms, provide available free 911 phones, arranges transportation to local community agencies, accesses other community resources available to the victims, dispenses emergency personal need items.

Grant Agreement Between
Michigan Department of Health and Human Services
hereinafter referred to as the "Department"
and
Lansing City
124 W. Michigan Ave.
Lansing MI 48933 2500
Federal I.D.#: 38-6004628, DUNS#: 069835882
hereinafter referred to as the "Grantee"
for
VOCA Crime Victim Assistance- 2020
Part I

1. Period of Agreement:

This agreement will commence on the date of the Grantee's signature or October 1, 2019, whichever is later, and continue through September 30, 2020. No service will be provided and no costs to the state will be incurred prior to October 1, 2019 or the effective date of the Agreement, whichever is later. Through the Agreement, the date of the Grantee's signature or October 1, 2019, whichever is later, shall be referred to as the begin 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 $207,619.00. The Department under the terms of this agreement will provide funding not to exceed $166,095.00. 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 through reference.

The match requirement of this agreement is 20.00% of the Department's agreement amount. The Grantee's budgeted match amount is $41,524.00 and is identified on Attachment B, Budget pages.

The grant agreement is designated as a:
X Subrecipient relationship (federal funding); or
Contractor; or
Recipient (non-federal funding).

The grant agreement is designated as:
Research and development project; or
X 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. 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 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 expand and enhance local services available to crime victims. The safety, rights, dignity, and healthy recovery of victims of crime are the dominant focus of this effort.

4. Statement of Work:

The Grantee agrees to undertake, perform and complete the services described in Attachment A, which is part of this agreement.

5. Financial Requirements:

The financial requirements shall be followed as described in Part II of this agreement and Attachments B, which are part of this agreement.

6. Performance/Progress Report Requirements:

The progress reporting methods shall be followed as described in Part II and Attachment C, which are part of this agreement.

7. General Provisions:

The Grantee agrees to comply with the General Provisions outlined in Part II and Attachment E, which are part of this agreement.

8. Administration of the Agreement:

The person acting for the Department in administering this agreement (hereinafter referred to as the Contract Manager) is:

Leslie O'Reilly Departmental Analyst/Specialist (517) 241-5249 oreillyL@michigan.gov

Name Title Telephone No. Email Address

9. Grantee's Financial Contact for the Agreement:

The person acting for the Grantee on the financial reporting for this agreement is:

Joe McClure Financial Officer

Name Title

joe.mcclure@lansingmi.gov (517) 483-4808

E-Mail Address Telephone No.

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. The Department will not assume any responsibility or liability for costs incurred by the Grantee prior to the signing of this agreement.

D. The Grantee is required by PA 533 of 2004 to receive payments by electronic funds transfer.

11. Special Certification:

The individual or officer signing this agreement certifies by his or her signature that he or she is authorized to sign this agreement on behalf of the responsible governing board, official or Grantee.

12. Signature Section:

FOR the GRANTEE
Lansing City

Daryl Green	Program Director	09/24/2019
Name	Title	Date

For the Michigan Department of Health and Human Services

Jeanette Hensler		09/21/2019
Jeanette Hensler, Director Grants Division, Bureau of Grants and Purchasing		Date

Part II
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 grants 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 Communication Office 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 prior written authorization from the Department's Communication Office 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 90 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 Communication office.

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 underrecoveries of otherwise available fees resulting from failure to bill for eligible services 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 comingled.

D. Reporting

Utilize all report forms and reporting formats required by the Department at the effective 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 three 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 Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subcontractor that performs Agreement 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. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

3. Grantee must cooperate and provide reasonable assistance to authorized representatives of the Department and others when those individuals have access to Grantee's grant records.

G. Audits

This section only applies to Grantees designated as subrecipients by the Department (see Part I, Section 2. A.).

1. Required Audit or Audit Exemption Notice

Grantees must 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 Title 2 Code of Federal Regulations, Section 200.511(c) for any audit findings that impacts 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 Title 2 Code of Federal Regulations, Subpart F. The Single Audit reporting package must include all components described in Title 2 Code of Federal Regulations, Section 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 Title 2 Code of Federal Regulations, 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 also submit to the Department a Financial Statement Audit prepared in accordance with generally accepted auditing standards if the audit includes disclosures that may negatively impacts the Department funded programs including, but not limited to fraud, going concern uncertainties, financial statement misstatements, and violations of contract and grant provisions. If submitting a Financial Statement Audit, Grantees must also submit a corrective action plan for any audit findings that impacts the Department funded programs.

3. Due Date and Where to Send

The required audit and any other required submissions (i.e. corrective action plan, and management letter with a corrective action plan), and/or Audit Exemption Notice must be submitted to the Department within nine months after the end of the Grantee's fiscal year by e-mail at 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 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 the current grant 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 payment from Department to 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

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:

1. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the information required by 2 CFR 200.331 (a).
2. Evaluate each subrecipient's risk for noncompliance as required by 2 CFR 200.331(b).
3. Ensure the subrecipient complies with all the requirements of this grant agreement.
4. 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.
5. Verify that every subrecipient is audited as required by Subpart F of 2 CFR 200.

The Grantee must 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 contracts, 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.

The Grantee must establish requirements to ensure compliance for for–profit subrecipients as required by Title 2 (CFR), Section 200.501(h), as applicable.

The Grantee must ensure that transactions with contractors comply with laws, regulations, and provisions of contracts or grant agreements in compliance with Title 2 CFR, Section 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 services, funding or compliance with operational procedures.

J. Software Compliance

Ensure software compliance and compatibility with the Department's data systems for services 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 date/time 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 Protection of Human Subjects Act, 45 CFR, Part 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 IRB Authorization 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 subcontract, or 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://egrams-mi.com/mdhhs website by the 15th of the month following the end of the quarter and a final report by November 15th.

N. Conflict of Interest and Code of Conduct Standards

1. The Grantee is subject to the provisions of 1968 PA 317, as amended, 1973 PA 196, as amended, and Title 2 Code of Federal Regulations, Section 200.318 (c) (1) and (2).
2. The Grantee will uphold high ethical standards and is prohibited from:
   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 services provided under this agreement.
2. 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.
3. State of Michigan travel rates may be found at the following website:

http://www.michigan.gov/dtmb/0.5552.7-150-9141_13132-.00.html.

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;
   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. FFATA Executive Compensation report template can be found in Attachment F or in the EGrAMS documents.

Q. Insurance Requirements

1. Maintain a minimum of the insurances or governmental self-insurances listed below and is 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 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. 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. Grantees must 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. Submit yearly fiscal questionnaire to the Department via the EGrAMS website within 90 days from the start of the grant agreement.

2. 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 or vulnerable adults.

   a. Central Registry: http://www.michigan.gov/mdhhs/0,5885,7-339-73971_7119_50648_48330---,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 and/or vulnerable adults 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 contains 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 effective date of this agreement, and provide to the Grantee any new report forms and reporting formats proposed for issuance thereafter at least 90 days prior to their required usage in order to afford the Grantee an opportunity to review and offer comment.

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 Title 2 Code of Federal Regulations (CFR) 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 II 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, and Section 503 of the Departments of Labor, Health and Human Services, and Education, and Related Agencies section of the FY 1997 Omnibus Consolidated Appropriations Act (Public Law 104-208). 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 Activities 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 statutes relating to nondiscrimination. These include but are not limited to:
    a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;
    b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
    c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disabilities;
    d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of

age;

e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;

f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

g. §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), 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 part 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 your present responsibilities.

E. Federal Requirement: Pro-Children Act

1. The Grantee will comply with Public Law 103-227, also known as the Pro-Children Act of 1994, 20 USC 6091 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 services, education or library services to children under the age of 18, if the services 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 services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service 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 services.

2. The Grantee also assures, in addition to compliance with Public Law 103-227, any service 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 or services 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 or services shall be smoke-free.

F. Hatch Political Activity Act and Intergovernmental Personnel Act

The Grantee will comply with the Hatch Political Activity Act, 5 USC 1501-1509 and 7324-7328, and the Intergovernmental Personnel Act of 1970, as amended by Title VI of the Civil Service Reform Act, Public Law 95-454, 42 USC 4728 - 4763. 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. National Defense Authorization Act Employee Whistleblower Protections

The Grantee will comply with the National Defense Authorization Act "Pilot Program for Enhancement of Grantee Employee Whistleblower Protections".

a) This agreement and employees working on this agreement will be subject to the whistleblower rights and remedies in the pilot program on Grantee employee whistleblower protections established at 41 U.S.C.4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2012 and FAR 3.908.

b) The Grantee shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

c) The Grantee shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

H. Clean Air Act and Federal Water Pollution Control Act

The Grantee will comply with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.

a. 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. Trafficking Victims Protection Act

The Grantee will comply with the Trafficking Victims Act of 2000, as amended.

a) This agreement and anyone working on this agreement will be subject to the Trafficking Victims Protection Act 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, as amended.

a) This agreement and anyone working on this agreement will be subject to section 6002 of the Solid Waste Disposal Act and must comply with all applicable standards, orders or regulations issued pursuant to these Acts. Violations must be reported to the Department.

K. Subcontracts

For any subcontracted service, 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 services 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 services.

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 Title 2 Code of Federal Regulations, Part 200. Funding from this agreement shall not be used for the purchase of foreign goods or services. 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 II, Section V. Agreement Termination.
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 subcontracts 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 of 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 part).

4. The Grantee must notify the Department within 1 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 I, Item 8. The operating advance will be administered as follows:

1. The advance amount requested must be reasonable in relationship to the program requirements, billing cycle, etc.; and in no case may the advance exceed the amount required for 60 days operating expense. Operating advances will be monitored and adjusted by the Department according to total Department agreement amount.
2. The advance must be recorded as an account payable to the Department in the Grantee's financial records. The operating advance payable must remain in the Grantee's financial records until fully recovered by the Department.
3. The monthly Financial Status Report (FSR) 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. Department offer 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 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 make a decision not to forward debt to Treasury.

f. Grantee representation by an attorney and presentation of witnesses if necessary.

5. 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

Financial Status Reports (FSRs) shall be prepared and submitted electronically to the Department via the website http://egrams-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.

Failure to meet financial reporting responsibilities as identified in this agreement may result in withholding future payments.

By submitting the FSR the individual 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 website http://egrams-mi.com/mdhhs. Send FSR questions to FSRMDHHS@michigan.gov.

D. Reimbursement Mechanism

All Grantees must sign up through the on-line vendor registration process 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 using the format provided by the Department's Accounting 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 payables and receivables 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 beginning September 20 until mid-November. FSRs through the August period should be submitted by September 15 to ensure payment prior to the payment suspension period.

3. Final FSRs

   Final FSRs are due 30 days following the end of the fiscal year or 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 the potential reduction in the 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 is allowed to use an approved federal indirect rate in their budget calculations and financial status reporting. If the Grantee does not have an existing approved federal indirect rate, they may use a 10% de minimis rate in accordance with Title 2 Code of Federal Regulations (CFR) Part 200 to

recover their indirect costs. Approved indirect rates will appear on Attachment 1.

V. Agreement Termination

The Department may terminate this agreement without further liability or penalty to the Department for any of the following reasons:

A. This agreement may be terminated by either party by giving 30 days written notice to the other party stating the reasons for termination and the effective date.

B. This agreement may be terminated by either party with 30 days prior 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. This agreement may be terminated immediately if the Grantee or an official of the Grantee or an owner is convicted of any activity referenced in 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 order detailing the suspension. Grantee must comply with the stop work order upon receipt. The Department will not pay for Activities, Grantee's lost profits, 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 Agreement will continue in full force and effect.

IX. Waiver

Failure to enforce any provision of this Agreement will not constitute a waiver to enforce any other provision of this agreement.

X. Amendments

Any changes to this agreement will be valid only if made in writing and accepted by all parties to this agreement. Any change proposed by the Grantee which would affect the Department funding of any project, in whole or in part in Part I, Section 2.C. of the

agreement, 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 statue 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

Lansing City

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 Justice	16.575	Crime Victim Assistance	400005 (17)	CRIME VICTIM ASSISTANCE-VOCA	2017VAGX0063	10/01/2016	166,095.00
			Total Allocation					166,095.00

The federal funding provided by the Department is $166,095.00.

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 :	Objective 1) To provide quality post-arrest, in-person, crisis intervention to survivors of domestic violence
Activity :	Activity 1) The CARE Program will provide in-person, first response, crisis intervention to victims of domestic violence after being dispatched by police following the assailants's arrest. In-person crisis response will be provided by a CARE staff member or trained volunteers. CARE staff/volunteers will meet with the victim at the location chosen by the victim and provided to staff/volunteers by the 911 dispatch supervisor. These locations could include but are not limited to the victim's home, a hospital, or police precinct. CARE staff/volunteers are on-call seven days a week, 365 days a year. CARE responds between 8:00 AM - 1:00 AM. Any calls received after 1:00 AM are responded to the next morning at 8:00 AM.
Responsible Staff :	Coordinator, Volunteer Coordinator, Victim Advocate, Victim Advocate Volunteers
Date Range :	10/01/2019 - 09/30/2020
Expected Outcome :	Expected Outcome 1-1) 90% of survivors will have access to accurate information about the legal system, in order to make informed decisions and choices. 1-2) 90% of survivors will have access to accurate information about support services available in the community that they might need. 1-3) 90% of survivors will have access to information about the effects of domestic violence victimization.
Measurement :	Measurement 1-1) CARE staff/volunteers will complete a form following the delivery of in-person, first response, crisis intervention services that will address the desired outcomes. 1-2) CARE staff/volunteers will complete a form following the delivery of in-person, first response, crisis intervention services that will address the desired outcomes. 1-3) CARE staff/volunteers will complete a form following the delivery of in-person, first response, crisis intervention services that will address the desired outcomes.
Objective :	Objective 2) To provide quality criminal legal advocacy to victims of domestic violence
Activity :	Activity 2) A CARE staff member will be available 77 hours per week (Sun 3pm-1am, Mon-Wed 8am-1am, Th-Fri 8am-5pm) to provide advocacy to victims of crime. Such advocacy can occur over the phone, in-person at our offices, at the police station, and at the court house. This advocacy will include providing clients with information about their rights, providing information about the process, and advocating on behalf of clients with court personnel and/or law enforcement.
Responsible Staff :	Coordinator, Volunteer Coordinator, Victim Advocate
Date Range :	10/01/2019 - 09/30/2020
Expected Outcome :	Expected Outcome 2-1) 90% of victims going through the court process will understand their role in the court procedure. 2-2) 90% of victims will have increased knowledge on the range of their legal options. 2-3) 90% of victims will have more ways to plan for their safety.
Measurement :	Measurement 2-1) CARE staff will complete a form following the delivery of services that will address the desired outcomes. 2-2) CARE staff will complete a form following the delivery of services that will address the desired outcomes. 2-3) CARE staff will complete a form following the delivery of services that will address the desired outcomes.
Objective :	Objective 3) To train knowledgeable, empathetic volunteer advocates for survivors of domestic violence
Activity :	Activity 3) The Volunteer Coordinator will conduct 20-hour training at the agency for each volunteer prior to the volunteer becoming a CARE Program advocate. These trainings will occur three times per year.

Responsible Staff : Volunteer Coordinator

Date Range : 10/01/2019 - 09/30/2020

Expected Outcome :

Expected Outcome
3-1) 90% of volunteers will show an increase in knowledge regarding crisis intervention after training.
3-2) 90% of volunteers will show an increase in knowledge regarding empathic listening after training.
3-3) 90% of volunteers will show an increase in knowledge regarding dynamics of victimization after training.

Measurement :

Measurement
3-1) Pre- and post-surveys will be given to volunteers immediately before and after training. Volunteers are asked to self identify their knowledge base before and after training. For example, volunteers are asked "Prior to training I would rate my knowledge of crisis intervention as: (a) Very knowledgeable (b) Knowledgeable (c) Somewhat knowledgeable (d) No knowledge. Then after training volunteers are asked "At the end of volunteer training I would rate my knowledge of crisis intervention as: (a) Very knowledgeable (b) Knowledgeable (c) Somewhat knowledgeable (d) No knowledge.
3-2) Pre- and post-surveys will be given to volunteers immediately before and after training. Volunteers are asked to self identify their knowledge base before and after training. For example, volunteers are asked "Prior to training I would rate my knowledge of empathic listening as _x_, then after training volunteers are asked the same thing. During training, the volunteer coordinator also observes the volunteers role-play empathic listening and records in writing the extent to which each volunteer has mastered it (not at all, a little, somewhat, very much).
3-3) Pre- and post-surveys will be given to volunteers immediately before and after training. A scenario provided in the survey measures the extent to which the volunteer understands the dynamics of victimization by asking them to list the different dynamics of domestic violence present in the scenario. Volunteers are asked to self identify their knowledge base before and after training. For example, volunteers are asked "Prior to training I would rate my knowledge of dynamics of victimization as: (a) Very knowledgeable (b) Knowledgeable (c) Somewhat knowledgeable (d) No knowledge. Then after training volunteers are asked "At the end of volunteer training I would rate my knowledge of dynamics of victimization as: (a) Very knowledgeable (b) Knowledgeable (c) Somewhat knowledgeable (d) No knowledge.

B1 Attachment B1 - Program Budget Summary

PROGRAM VOCA Crime Victim Assistance- 2020			**DATE PREPARED** 9/24/2019	
CONTRACTOR NAME Lansing City			**BUDGET PERIOD** From : 10/1/2019 To : 9/30/2020	
MAILING ADDRESS (Number and Street) 124 W. Michigan Ave.			**BUDGET AGREEMENT** ☑ Original ☐ Amendment	**AMENDMENT #** 0
CITY Lansing	**STATE** MI	**ZIP CODE** 48933-2500	**FEDERAL ID NUMBER** 38-6004628	

	Category	Total	Amount	Cash	Inkind
DIRECT EXPENSES					
Program Expenses					
1	Salary & Wages	137,363.00	137,363.00	0.00	0.00
2	Fringe Benefits	11,004.00	11,004.00	0.00	0.00
3	Volunteer	38,573.00	0.00	0.00	38,573.00
4	Volunteer Fringe Benefits	2,951.00	0.00	0.00	2,951.00
5	Travel	10,606.00	10,606.00	0.00	0.00
6	Supplies & Materials	3,398.00	3,398.00	0.00	0.00
7	Contractual	0.00	0.00	0.00	0.00
8	Equipment	0.00	0.00	0.00	0.00
9	Other Expenses	3,724.00	3,724.00	0.00	0.00
Total Program Expenses		207,619.00	166,095.00	0.00	41,524.00
TOTAL DIRECT EXPENSES		207,619.00	166,095.00	0.00	41,524.00
INDIRECT EXPENSES					
Indirect Costs					
1	Indirect Costs	0.00	0.00	0.00	0.00
Total Indirect Costs		0.00	0.00	0.00	0.00
TOTAL INDIRECT EXPENSES		0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		**207,619.00**	**166,095.00**	**0.00**	**41,524.00**

SOURCE OF FUNDS

	Category	Total	Amount	Cash	Inkind
1	**Source of Funds**				
	Fees and Collections	0.00	0.00	0.00	0.00
	State Agreement	166,095.00	166,095.00	0.00	0.00
	Local	0.00	0.00	0.00	0.00
	Federal	0.00	0.00	0.00	0.00
	Foundation Grant	0.00	0.00	0.00	0.00
	United Way Grant	0.00	0.00	0.00	0.00
	Contributions	0.00	0.00	0.00	0.00

	Volunteer	41,524.00	0.00	0.00	41,524.00
	Other(s)	0.00	0.00	0.00	0.00
	Total Source of Funds	207,619.00	166,095.00	0.00	41,524.00
	Totals	207,619.00	166,095.00	0.00	41,524.00

B2 Attachment B2 - Program Budget - Cost Detail Schedule

	Line Item	Qty	Rate	Units	UOM	Total	Amount	Cash	Inkind
DIRECT EXPENSES									
Program Expenses									
1	**Salary & Wages**								
	Coordinator	2080.0000	25.980	0.000	HRS	54,038.00	54,038.00	0.00	0.00
	Volunteer Coordinator	2080.0000	22.550	0.000	HRS	46,904.00	46,904.00	0.00	0.00
	Victim Advocate	2080.0000	17.510	0.000	HRS	36,421.00	36,421.00	0.00	0.00
Total for Salary & Wages						137,363.00	137,363.00	0.00	0.00
2	**Fringe Benefits**								
	Unemployment	0.0000	1.838	27000.000		496.00	496.00	0.00	0.00
	FICA	0.0000	7.650	137363.000		10,508.00	10,508.00	0.00	0.00
Total for Fringe Benefits						11,004.00	11,004.00	0.00	0.00
3	**Volunteer**								
	Victim Advocate Volunteer	1562.2900	24.690	0.000	HRS	38,573.00	0.00	0.00	38,573.00
4	**Volunteer Fringe Benefits**								
	FICA	0.0000	7.650	38573.000		2,951.00	0.00	0.00	2,951.00
5	**Travel**								
	Staff Development Training Lodging Notes : Our agency has a travel policy and employee travel will not exceed the State rate.	1001.0000	1.000	0.000	VAR	1,001.00	1,001.00	0.00	0.00
	Staff Development Training Meals Notes : Our agency has a travel policy and employee travel will not exceed the State rate.	500.0000	1.000	0.000	VAR	500.00	500.00	0.00	0.00
	Direct Service Mileage	9922.0000	0.580	0.000	VAR	5,755.00	5,755.00	0.00	0.00
	Staff Development	1500.00	0.580	0.000	VAR	870.00	870.00	0.00	0.00

	Line Item	Qty	Rate	Units	UOM	Total	Amount	Cash	Inkind
	Training Mileage	00							
	Staff Development Training Registrations Notes : Our agency has a travel policy and employee travel will not exceed the State rate.	2000.0000	1.000	0.000	VAR	2,000.00	2,000.00	0.00	0.00
	Other (Specify)-Parking Fees Notes : Our agency has a travel policy and employee travel will not exceed the State rate.	480.0000	1.000	0.000	VAR	480.00	480.00	0.00	0.00
Total for Travel						10,606.00	10,606.00	0.00	0.00
6	**Supplies & Materials**								
	Photocopier	1198.0000	1.000	0.000	NOS	1,198.00	1,198.00	0.00	0.00
	Office Supplies - Consummable	2200.0000	1.000	0.000	VAR	2,200.00	2,200.00	0.00	0.00
Total for Supplies & Materials						3,398.00	3,398.00	0.00	0.00
7	**Contractual**								
8	**Equipment**								
9	**Other Expenses**								
	Communication - Cellular Phone Service	167.0000	12.000	0.000	MTH	2,004.00	2,004.00	0.00	0.00
	Communication - Office Phone Service	60.0000	12.000	0.000	MTH	720.00	720.00	0.00	0.00
	Agency Memberships Notes : Michigan Coalition To End Domestic & Sexual Violence	500.0000	1.000	0.000	NOS	500.00	500.00	0.00	0.00
	Other (Specify)-Client Database	500.0000	1.000	0.000	NOS	500.00	500.00	0.00	0.00
Total for Other Expenses						3,724.00	3,724.00	0.00	0.00
Total Program Expenses						207,619.00	166,095.00	0.00	41,524.00
TOTAL DIRECT EXPENSES						207,619.00	166,095.00	0.00	41,524.00
INDIRECT EXPENSES									

	Line Item	Qty	Rate	Units	UOM	Total	Amount	Cash	Inkind
Indirect Costs									
1	**Indirect Costs**								
Total Indirect Costs						0.00	0.00	0.00	0.00
TOTAL INDIRECT EXPENSES						0.00	0.00	0.00	0.00
TOTAL EXPENDITURES						**207,619.00**	**166,095.00**	**0.00**	**41,524.00**

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

WHEREAS, for the past twenty-three years , the Capital Area Response Effort (CARE) Programs has served the City of Lansing in ending family violence in Ingham County; and

WHEREAS, the CARE Program provides empathic listening to the victims, assesses a victims risk of further injury or homicide, provides education on the power and control behavior of assaults, personal safety planning, helps to arrange safe shelter, provides advocacy with legal and civil court proceedings, assists with Victims' Rights Compensation medical forms, provide available free 911 phones, arranges transportation to local community agencies, accesses other community resources available to the victims, dispenses emergency personal need items; and

WHEREAS, drawing as necessary on community referrals, the CARE program is a post-arrest response team responding to victims of intimate partner violence in Lansing, East Lansing, Lansing and Meridian Townships and Michigan State University; and

WHEREAS, the CARE Program utilizes 3 staff and approximately 42 volunteers (on-call 7-days a week from 0800 – 0100 hours) via Tri-county dispatch center; and

WHEREAS, the CARE Program also responds to victims of non-arrest intimate partner violence via phone contracts and/or of dispatched by local hospitals; and

WHEREAS, in partnership with Ending Violent Encounters (EVE,Inc.) and MSU Safe Place shelters, the CARE Program provides twenty hours volunteer training sessions, three times a year and 60 days probation period for CARE volunteers. Volunteer training is geared specifically to domestic violence laws, victim's rights, community resources, empathic listening, crisis intervention and safety planning; and

WHEREAS, via numerous agencies and organizations, the CARE Program also promotes better community awareness of intimate partner violence by providing community education and training; and

WHEREAS, the CARE Program is funded for 10/01/2019 – 09/30/2020 by a renewable direct federal Victims of Crime Act (VOCA) Grant of $207,619, not to exceed $166,095 (using in-kind 20% local match of $41,524).

NOW, THEREFORE, BE IT RESOLVED, the Lansing City council authorizes the Administration to accept and administer a VOCA-CARE grant from the Michigan Crime Victims Service Commission in the amount of $166,095 total compensation, for the fiscal period beginning October 1, 2019 and ending September 30, 2020 and to create accounts and make necessary transfers.