



AGENDA
Committee on Ways and Means
Friday, July 24th, 2020 @ 8:30 a.m.

Via ZOOM audio/video: <https://us02web.zoom.us/j/87365286715>; ID: 873 6528 6715; Dial in: (646) 876 9923
Email comments prior to the meeting to sherrie.boak@lansingmi.gov

Councilmember Wood, Chair
Councilmember Spadafore, Vice Chair
Council Member Jackson, Member

- 1. Call to Order**
- 2. Approval of Minutes**
 - July 10, 2020
- 3. Public Comment on Agenda Items**
- 4. Discussion/Action:**
 - A.) RESOLUTION – Grant Acceptance and Budget Transfer; Results for America Economic Mobility Grant
 - B.) RESOLUTION – Grand Acceptance and Budget Transfer; Cities for Financial Empowerment Fund Grant
 - C.) RESOLUTION- Grant Acceptance and Budget Transfer; DOJ grant from the Office of Justice Programs
 - D.) REPORT – Chief Strategy Officer Update on Police Budget Details
- 5. Other**
- 6. Adjourn**

With Executive Order 2020-4, Governor Whitmer declared a statewide State of Emergency due to the spread of the novel coronavirus (COVID-19). To mitigate the spread of COVID-19 and to provide essential protections to vulnerable Michiganders and this State's health care system and other critical infrastructure, it is crucial that all Michiganders take steps to limit in-person contact, particularly in the context of large groups. Therefore, the above meetings will be conducted via audio/video conference.

The meetings are being held electronically in accordance with the Open Meetings Act in an effort to protect the health and safety of the public. Members of the public wishing to participate in the meeting may do so by logging into or calling into the meetings using the website or phone number above, and meeting ID provided. Michigan Executive Order 2020-129 provides temporary authorization of remote participation in public meetings and hearings.

Persons with disabilities who need an accommodation to fully participate in these meetings should contact the City Council Office at 517-483-4177 (TTY 711) 24 hour notice may be needed for certain accommodations. An attempt will be made to grant all reasonable accommodation requests.

DRAFT



MINUTES
Committee on Ways and Means
Friday, July 10, 2020 @ 8:30 a.m.

Via ZOOM audio/video: <https://us02web.zoom.us/j/85457987564>; Meeting ID: 854 5798 7564
Dial in: (312) 626 6799

CALL TO ORDER

The meeting was called to order at 8:30 a.m.

Members Present via audio/video

Council Member Carol Wood, Chair
Council Member Peter Spadafore, Vice Chairperson
Council Member Brian T Jackson, Member- absent

OTHERS PRESENT

Sherrie Boak, City Council Office Manager
Brian Lefler
Jake Brower, Finance
Jarrod Smith
Judy Kehler, Treasurer
Andy Kilpatrick, Public Service Director
Jim Smiertka, City Attorney
Mike Tobin, Fire Department

Minutes

MOTION BY COUNCIL MEMBER SPADAFORE TO APPROVE THE MINUTES FROM FEBRUARY 14, 2020 AS PRESENTED. MOTION CARRIED 2-0.

Public Comment

No public present at this time.

Discussion/Action

RESOLUTION – Grant Acceptance; Michigan Department of Treasury Financially Distressed Cities, Villages and Townships (FDCVT) Grant

Mr. Brower noted the award was May 20th, and covers the LFD equipment replacement of 6 heart monitors. Council Member Wood asked if there is a repayment and Mr. Brower confirmed there was not. Council Member Wood then referenced the recent budget for FY 2020/2021 where there was a line item for equipment, and asked if this was replacing that request or an extension to it. Mr. Brower stated the budget item was for separate devices, but since it was listed as a CIP for heart monitors, he would confirm they were different devices. Council Member Wood asked for

DRAFT

the information before the Monday July 13th Council meeting to determine if it was separate then they could replace all the heart monitors.

MOTION BY COUNCIL MEMBER SPADAFORE TO APPROVE THE RESOLUTION FOR GRANT ACCEPTANCE OF THE MICHIGAN DEPARTMENT OF TREASURY FINANCIALLY DISTRESSED CITIES, VILLAGES AND TOWNSHIPS (FDCVT). ROLL CALL VOTE, MOTION CARRIED 2-0.

RESOLUTION – Installment Purchase Agreement; Financing for Fire Truck and Equipment

Mr. Smith acknowledged this was an installment purchase agreement for a ladder truck, and there was limited allegations out of the general budget that was approved in the past. This request is to authorize them to proceed. Mr. Brower confirmed there was \$300,000 in the FY 2020 budget capital budget to fund the 1st payment. Mr. Smith added that the cost is a “not to exceed”. Mr. Tobin provide historic details that in 2009/2010 they went down to two (2) ladder truck, and last year they lost their oldest truck. The newest vehicle is a 2007 which is already starting to have issues, and the 2nd truck is 18 years old. Mr. Smiertka confirmed this is allowed financing within the statue all financial institutions to be involved in the installment purchase. Council Member Wood asked if the \$1.5 million is for the life of the lease. Mr. Brower stated it is a “not to exceed” up to 15 years. Council Member Wood then asked for details on the debt service, and Mr. Lefler stated the goal is to have a RFP issued to invite various financial institutions in the area to finance. The goal is to get participation from local banks, and 1 1-1.5% interest rate. Council Member Spadafore asked if this would be a lease or full finance purchase, and Mr. Smith confirmed it will be an installment purchase. Council Member Wood asked when they anticipated getting the truck, and was told early October.

MOTION BY COUNCIL MEMBER SPADAFORE TO APPROVE THE RESOLUTION FOR THE INSTALLMENT PURCHASE AGREEMENT FOR THE FIRE TRUCK. ROLL CALL VOTE, MOTION CARRIED 2-0.

Sole Source; Public Service Department; MKSK Inc; Vendor for the purchase of engineering services for the Two-Way Street Conversion Project for Downtown Lansing

Mr. Kilpatrick stated that MKSK was the vendor they used for the master planning of two way conversion. They also will assist with public outreach. He noted it should have been done, but with COVID, they have decided to wait until 2021. Council Member Wood asked if they were going to stay with this vendor since now they have time for an RFP and Mr. Kilpatrick confirmed they will stay with them because they have already done more than half the work, the only remaining piece is the public information piece.

MOTION BY COUNCIL MEMBER SPADAFORE TO PLACE THE SOLE SOURCE ON FILE. ROLL CALL VOTE, MOTION CARRIED 2-0.

Sole Source; Public Service Department; Waterworks Systems and Equipment; Vendor for the purchase of five (5) Warminster fiberglass reinforced plastic replacement slide gates

Mr. Kilpatrick acknowledged this was equipment for the wastewater plant and he could not give specifics, however it was noted a lot of the equipment is a specialty, so to replace it, it is best to go with the current vendor instead of work with other details. Council Member Wood noted this sole source was referred early in 2020, and asked if the items were already purchased. Mr. Kilpatrick confirmed it was ordered, but the COVID has caused a delay in shipping, so they have not received the items.

DRAFT

MOTION BY COUNCIL MEMBER SPADAFORE TO PLACE THE SOLE SOURCE ON FILE. ROLL CALL VOTE, MOTION CARRIED 2-0.

Other

Council Member Wood opened a Committee discussion on the potential option of asking the new Chief Strategy Officer to do a comprehensive study of the LPD budget, detailing out the different areas of funds that are equated with that, and where the bulk of money goes. This should include details on the millage funds and any grants that are a part of their budget. It should include details on the budget for rental of police fleet, the IT for office and the cars. The consensus of the Committee was to proceed with the request, and asked Ms. Kehler how long it would take to work with the Finance and LPD to get those figures. Ms. Kehler speculated 10 days, and she could also build a 3-5 year data history. Council Member Spadafore asked her to include funding sources, core discretion funding, what is tied to the Federal funding, and what is tied to the millage. Lastly, they asked that wages also be included and how much and how they are tied to the contracts, along with how much in retirement. Ms. Kehler asked if it would help if she included how the budget is produced, and the Committee agreed. Ms. Kehler was asked to provide the report back to the Committee and they would in turn create their Committee report to Council.

MOTION BY COUNCIL MEMBER SPADAFORE TO GIVE CHARGE TO MS. KEHLER, FUTURE CHIEF STRATEGY OFFICER TO PERFORM A COMPREHENSIVE STUDY ON THE LANSING POLICE DEPARTMENT BUDGET AND REPORT BACK AT THE JULY 24TH MEETING. ROLL CALL VOTE, MOTION CARRIED 2-0.

Council Member Wood stated to Ms. Kehler if she needed more time to let the Council Office know and the Committee can look at other dates.

The Committee decided to make a verbal update at the Council Meeting on July 13, 2020.

ADJOURN

Adjourn at 9:00 a.m.

Submitted by,

Sherrie Boak, Council Office Manager

Lansing City Council

Approved by the Committee on _____



LANSING CITY COUNCIL

GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE:

GRANT NAME: Results For America / What Works Cities

DEPARTMENT: Neighborhoods & Citizen Engagement

CONTACT PERSON (INCLUDE EMAIL AND PHONE):

APPLICATION DATE (original) February 13, 2019 AWARD DATE: March 11, 2020

GRANT CYCLE: July 15, 2020 - September 30, 2021 Check One: Annual X One-Time

FUND AMOUNT: \$25,500 (Breakdown below should total this amount)

GOODS & SERVICES	\$25,500.00
PERSONNEL	\$0.00
CONSTRUCTION	\$0.00
LAND	\$0.00
OTHER (Training)	

CITY MATCH (IF APPLICABLE): \$ 0

GRANT PAYS FOR: See breakdown below

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

We were originally chosen as a What Works Cities: Economic Mobility grant recipient in April, 2019. The first portion of the grant was entirely in-kind technical assistance from multiple TA providers. We have now entered the "intervention" component of the work. Our intervention, entitled *BOLD Lansing Continuum to Support Post-Secondary Education Planning*, involves outreach to Lansing School District seniors and/or incoming Promise scholars. It encourages the participants to participate in a pre-survey and post-survey on their financial knowledge and capabilities, between which financial counseling is offered with up to \$125 per student in achievement-based incentives. Incentivized behaviors include opening a bank account, increasing savings, learning about maintaining a positive credit score, and referring a friend.

Budget:
\$12,500 – incentives

\$12,000 – materials (designing, printing and distributing)

\$1,000 – survey administration

This budget may change, as delivery of print materials in the time of COVID-19 may prove difficult. We will work with Results for America to refine the budget plan.

This grant-funded intervention is one component of the What Works Cities: Economic Mobility work, which has also included the renaming and rebranding of BOLD Lansing; a request for proposals and acceptance of two vendors to take over the Lansing SAVE program from the city in order to ensure its sustainability over time; and the creation of a Performance Metrics Data Collaborative for Lansing SAVE.

Initiative Background: As part of the What Works Cities Initiative, Bloomberg Philanthropies, the Bill & Melinda Gates Foundation, and Ballmer Group are supporting a new multi-year national initiative with a cohort of 9 cities to identify, pilot, and measure the success of interventions to accelerate economic mobility for their residents between 2019-2021. The City of Lansing was selected to participate in this cohort and has received technical assistance and an implementation grant to help complete the project.

BOLD Lansing Project Goal: Create a simple, cohesive experience that supports Lansing families in planning & preparing for postsecondary education. This project brings together the City and community partners from Lansing SAVE, MSUFCU, Lansing Promise, CAPCAN (Capital Area College Access Network), Financial Empowerment Center, and the Lansing School District.

There are three key components this project will focus on:

- **Increasing Outreach & Awareness in the Community:** Improve outreach and uptake via a single, unified brand and community ambassadors
- **Developing Sustainable Program Governance:** Integrate service providers and the school district into one seamless network of supports for families and students of all ages – making navigation easy even for the most disadvantaged
- **Integrating Programming Between Service Providers:** Conduct a pilot with counseling, incentives, and coaching referrals to increase financial well-being among graduating high school seniors & recent graduates

Our Progress To Date:

- Discovery discussions with each of the SHAPE partners, and focus groups with community members supported by the Behavioral Insights Team
- The SHAPE Continuum has been renamed and rebranded as BOLD Lansing (boldlansing.org), launched 2/5 at State of the City supported by Redhead Design
- Contracting the administrative back-end of BOLD Lansing & delivery of a governance & sustainability plan supported by Public Sector Consultants
- Outreach to high school seniors at graduation activities & FB live events
- Gained permission to have BOLD staff in Lansing HS for outreach
- Promoted this work within the Cities For Financial Empowerment Coalition as well as within the What Works Cities network to share learnings

Planned Work for 2020-2021:

- Continued outreach to parents, students, and community members to promote awareness of BOLD by Public Sector Consultants & Redhead Design
- Implementation of governance & sustainability plan for the BOLD partners
- Pilot with HS Seniors & Promise Scholars to promote FEC counseling. Financial incentives will be offered to students to help increase participation
- Evaluation of the Pilot to measure success of combined programming
- Planning for 2021-2022 school year and BOLD Lansing community engagement

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

WHEREAS, the City of Lansing's Department of Neighborhoods & Citizen Engagement was awarded a grant of \$25,500 by Results for America as part of its What Works Cities: Economic Mobility project;

WHEREAS, these grants dollars will be used for pilot programming in Fall 2020 to connect Lansing School District High School Seniors as well as current Promise Scholars from MSU, Olivet and LCC to the Financial Empowerment Center for free financial counseling during an important life transition; and

WHEREAS, the award for \$25,500 does not require a local match.

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council approves acceptance of the Results for America grant in the total amount of \$25,500 for the grant period beginning July 15, 2020 and ending September 30, 2021.

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: Cities for Financial Empowerment Fund: FEC Expansion

DEPARTMENT: Department of Neighborhoods & Citizen Engagement

CONTACT PERSON (INCLUDE EMAIL AND PHONE):

APPLICATION DATE: April 15, 2020

AWARD DATE: June 1, 2020 (received signed copy of award July 15)

GRANT CYCLE: June 1, 2020 – May 31, 2021

Check One: Annual One-Time

FUND AMOUNT: \$80,000

(Breakdown below should total this amount)

GOODS & SERVICES

PERSONNEL \$80,000

CONSTRUCTION \$0.00

LAND \$0.00

OTHER (Training)

CITY MATCH (IF APPLICABLE): \$ 0.00

GRANT PAYS FOR: See below

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

The entire \$80,000 is a pass-through paid to the City of Lansing and then to Cristo Rey Community Center, for the Financial Empowerment Center which the City funds and oversees for quality and model fidelity. Only municipal governments were eligible to apply. The grant increases the number of financial counselors from 2 FTEs to 3 FTEs as a response to the increased financial burdens put upon Lansing residents due to COVID-19. Cristo Rey is encouraged to keep this person on-staff post-grant, by leveraging additional resources in order to sustain it. The new counselor will be a Cristo Rey staff member, as are all FEC staff. The grant must be used to support the new counselor's salary, fringe, and any equipment, supplies and expenses related to bring the new counselor on board.



GRANT AGREEMENT

This Grant Agreement (the “Agreement”), dated as of June 1, 2020 (the “Effective Date”) is by and between the **Cities for Financial Empowerment Fund, Inc.** (the “CFE Fund”), a Delaware non-stock, non-profit corporation with its principal office located at 44 Wall Street, Suite 1050 qualified as exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), and the **City of Lansing** (the “Grantee”).

WHEREAS, the CFE Fund works to support municipal engagement to improve the financial stability of low and moderate income households by embedding financial empowerment strategies into local government infrastructure (the “Purposes”).

WHEREAS, the CFE Fund has determined that the support of the Grantee in the work contemplated by this Agreement furthers the exempt purposes of the CFE Fund.

WHEREAS, the Grantee has agreed to use the **Financial Empowerment Center Expansion Grant** funds provided by this Agreement (the “Grant”) to support the Purposes by managing the implementation and operation of the activities set forth in Exhibit A (the “Request for Letters of Interest & Grantee Letter of Interest”), Exhibit B (the “Scope of Work”) and Exhibit C (the “Model”) (Exhibits A, B and C collectively, the “Program”).

WHEREAS, the CFE Fund and the Grantee desire to enter into this Agreement to provide for the terms and conditions of the Grant and the Program.

NOW, THEREFORE, the CFE Fund and the Grantee agree as follows:

1. **Grant.**

The CFE Fund pledges and agrees to provide the Grantee a Grant in the form of cash or cash equivalents in an amount not to exceed \$80,000 [EIGHTY THOUSAND DOLLARS]. Grant funds will be paid in U.S. Dollars no sooner than what is laid out in the Grant Payout Schedule in Section 5(c).

2. **Use of Grant.**

The Grant is to be used only for the purposes outlined in the Program and in accordance with the specific allocations identified in the Grant budget included in Exhibit D (the “Grantee Budget”). The work detailed in the Request for Letters of Interest should be executed in accordance with Scope of Work. The Grantee must obtain the prior written consent of the CFE Fund before using the Grant for goods or services outside the Scope of Work; the failure to comply with this provision may invalidate any obligation of the CFE Fund to pay any invoices for such goods or services and constitute breach of this Agreement.

3. Term.

- (a) The Grant Term will begin as of the Effective Date and end no later than May 31, 2021. Any funds not used by the end of the Grant Term toward the purposes of this Grant will be returned to the CFE Fund within thirty (30) days after the end of the Grant Term unless otherwise agreed upon by both parties in writing in advance.
- (b) This Agreement may be terminated at any time prior to its scheduled termination as set forth above:
 - (i) By either the CFE Fund or the Grantee without cause by giving the other party sixty (60) days' prior written notice;
 - (ii) Immediately by a non-breaching party following a material breach of this Agreement by the other party and the expiration of a ten (10) day "cure" period after the non-breaching party shall have given notice to the breaching party of such breach; or;
 - (iii) Immediately by the CFE Fund when its objectives can no longer be advanced through the relationship set forth in this Agreement, without limitation, by the Grantee's administration of any Vendor Contract (as defined below).
- (c) If the Agreement is terminated by either party for any reason, CFE Fund will have no further obligation to make any payments to the Grantee, except for work already completed but not yet paid for prior to the termination; provided, that (i) such work is within the Scope of Work or (ii) if such work is beyond the Scope of Work, the prior written consent of the CFE Fund has previously been obtained.

4. Vendor(s)

- (a) The CFE Fund hereby appoints the Grantee as its sole and exclusive agent with respect to any community-based 501(c)(3) organizations, governmental organizations, consultants, or other private entities (each a "Vendor") engaged by the Grantee to support the implementation of the Program. Each Vendor may rely upon the direction and instruction of the Grantee.
- (b) The Grantee shall administer all aspects of each contract entered into with any Vendor for purposes of this Agreement (the "Vendor Contracts"), including, without limitation, payment of Vendor(s)' invoices, managing and overseeing the performance of each Vendor under the Vendor Contracts and monitoring such Vendor's adherence to its duties, obligations and responsibilities thereunder.
- (c) Notwithstanding the above, Grantee shall notify CFE Fund in a timely, written manner of any Vendors engaged for the purposes of this Agreement.

5. Conditions of Disbursement of Grant.

- (a) Grantee shall be eligible to receive funds upon the fulfillment of the following conditions:
 - (i) Receipt by the CFE Fund of a countersigned copy of this Agreement, which includes Scope of Work and Grantee Budget.
- (b) Disbursements of the Grant shall be subject to the fulfillment of the following conditions:
 - (i) Timely receipt of all Grantee reports as detailed in the Scope of Work.
 - (ii) Satisfactory performance of this Agreement in accordance with the Scope of Work.
 - (iii) The Grantee covenants and agrees that it shall take no action, omit to take any action, or engage in any activity that could impair or endanger, either directly or indirectly, the CFE Fund's exempt status under the Internal Revenue Code, or which could hinder the CFE Fund's ability to fulfill its charitable mission.
- (c) Grant Payout Schedule: The total grant will be split into two payments:
 - (i) 90% of funds (\$72,000) will be available for payment upon fully executed Agreement.
 - (ii) Final 10% (\$8,000) of funds will be available upon the satisfactory submission of final contract deliverables as defined in the Scope of Work.

6. Payment of Grant.

Subject to the fulfillment of the conditions set forth in Section 5:

- (a) The CFE Fund may increase the Scope of Work and corresponding outcome requirements and make concomitant payment adjustments as funds become available to expand services. Any increase in the Scope of Work and subsequent outcome goals would be made in consultation with the Grantee and the Vendor(s).
- (b) Services provided by the Grantee to clients beyond the Grant Term shall not be within the Scope of Work under this Agreement and shall not be included in the Grant.

(c) The CFE Fund can make payment in one of two ways. Please initial in **ONE** of the boxes to select the requested payment option.

a. For electronic payment: The CFE Fund will make an electronic payment through the CFE Fund’s payment system, bill.com. The Grantee authorizes the below employee to create an account and enter the Grantee’s appropriate bank routing and account number into bill.com. The Grantee will ensure that account information in bill.com is accurate throughout the life of the Grant.

Initial Here for
Electronic Payment and to
Authorize Staff Member

b. For payment by check: The CFE Fund will issue a check to the Grantee at the address provided:

Initial Here for
Payment by Check

(d) The CFE Fund’s ability to pay out this Grant is dependent on the timely receipt of Grant funding from institutional Grantors. In the event that the CFE Fund has not received sufficient or timely funding from these Grantors, the CFE Fund may elect to postpone, reduce, or eliminate this Grant prior to disbursement.

7. Covenants.

During the term of this Grant, the Grantee is expected to adhere to the terms and conditions below and outlined in the Exhibit B (the “Scope of Work”) or as set forth in Exhibit A (the “Request for Letters of Interest & Grantee Letter of Interest”). Failure to adhere to these conditions will constitute an act of default and result in the Grantee’s obligation to return part or all of the Grant funds to the CFE Fund and the termination of any obligation of the CFE Fund to pay subsequent invoices submitted after such default. In such a case, the CFE Fund will determine in its sole and absolute discretion the percentage of the Grant to be returned. Cessation or reclamation of Grant funding by the CFE Fund may also result in the Grantee’s elimination from consideration for investment from the CFE Fund in any other form. In the event that the CFE Fund terminates the Grant as provided herein, the Grantee shall return Grant funds to the CFE Fund within the time period specified by the CFE Fund upon termination.

During the Grant Term and beyond as applicable, the Grantee under this Agreement agrees to:

(a) Coordinate the overall implementation of the Program with respect to the Scope of Work and the Grantee Letter of Interest.

The Grantee will oversee and direct the work of all partner organizations with respect to the Scope of Work and the Grantee Letter of Interest, including its nonprofit, referral, integration and training partners and Vendor(s). In particular, the Grantee will monitor and manage any Vendor(s) to ensure proper implementation in conformance with the Scope of Work and will serve as the main point of contact with the Vendor. The Grantee and its Vendor(s), if any, will draft and sign an agreement that will memorialize this understanding and submit a timely, written copy of such subagreement to CFE Fund.

- (b) Adhere to the uses of the Grant detailed in the Request for Letters of Interest.
 - (i) This Grant is made only for the purposes of implementing the Scope of Work pursuant to the Request for Letters of Interest and this Agreement. Any Grant funds not expended or committed for these purposes within the Grant Term will be returned to the CFE Fund. Any prospective changes in the use of this Grant totaling over ten percent (10%) of any individual budget line must be submitted in writing to and approved in advance by the CFE Fund.
 - (ii) The Grantee will provide immediate written notification to the CFE Fund if significant changes or events occur during the Grant Term which could potentially impact the progress or outcome of the Grant, including, without limitation, changes in the Grantee's or any Vendor(s)' management personnel or lead staff member(s) responsible for implementing the Program, loss of funding or other extenuating circumstances which could affect the Grantee Budget or any Vendor(s)' budget. The CFE Fund, in its sole and absolute discretion, will determine if requests for budget modifications are warranted.
- (c) To the extent that any Vendor is a tax-exempt entity, to confirm the tax-exempt status of such Vendor at the time of each payment, and ensure that that each such Vendor is maintaining all authorizations, filings, exemptions, insurance, etc. required of a Vendor to perform its duties within and outside this Agreement.

The Grantee also agrees to provide immediately any correspondence from the Internal Revenue Service or other related agencies regarding the above.

- (d) Cooperate in the monitoring, evaluation, and reporting of work, as detailed in the Scope of Work and as set forth in Exhibit E (“Reporting”).
- (e) Adhere to the CFE Fund financial compliance stipulations.
 - (i) The Grantee will maintain financial records to clearly account for the Grant funds from the CFE Fund and proper expenditures in furtherance of the Grant. The Grantee shall retain and maintain adequate records to substantiate such expenditures according to generally accepted accounting practices. The Grantee shall retain original substantiating documents related

to the specific Grant expenditures and make these records available to the CFE Fund and Bloomberg Family Foundation (“Foundation”) upon request.

- (ii) The CFE Fund reserves the right to audit the Grantee’s financial and other records to ensure the proper utilization of its Grant funds. During, and at least three years following the end of the Grant Term, the Grantee must maintain records showing, separately from other accounts kept in its books and records, the receipt and expenditure of the CFE Fund Grant funds.
- (f) Adhere to the CFE Fund’s marketing and communications guidelines.
- (i) The Grantee agrees to adhere to the marketing and communication guidelines of the CFE Fund as set forth in Exhibit B (as it may be amended, modified, supplemented or otherwise revised), and any Grant-relevant CFE Fund partners, including the Foundation, as provided by the CFE Fund and as applicable.
 - (ii) Execution of this Grant agreement provides the CFE Fund and its institutional investors the right to disseminate any products, outcomes, or other information related to the Grantee’s efforts in any media of its choosing. Whenever feasible, the CFE Fund will share these materials with the Grantee prior to publication and give appropriate credit to the Grantee as the provider of this information. The Grantee and its Vendor(s), if any, will be expected to cooperate in any public education or outreach effort undertaken in connection with this Grant, which may include other CFE Fund programs.
- (g) Adhere to the following prohibitions on the use of the Grant.

Under no circumstances will the Grantee or any other organization receiving the CFE Fund’s Grant funds use these funds directly or indirectly for the following purposes or activities:

- (i) Make a Grant to an individual for travel, study or other similar purpose, as described in section 4945(d)(3) of the Code.
- (ii) Promote or engage in violence, terrorism, bigotry, or the destruction of any state, nor will it make sub-Grants to any entity that engages in these activities.
- (iii) Influence legislation, especially for the benefit of the CFE Fund or any of its affiliates or funders, including by publishing or distributing any statements, or any campaign in support of or opposition to any pending legislation.
- (iv) Any other purposes outside what is stated in the Request for Letters of Interest without express written permission from the CFE Fund.

8. Compliance with Laws.

Grantee shall comply with, and shall ensure that any Vendors or sub-Vendors engaged by the Grantee in connection with the Program comply with, all local, state and federal laws (including common laws), ordinances, codes, rules and regulations regarding the Program and Grantee's obligations and performance under this Agreement. Grantee shall obtain and maintain, and shall ensure that any Vendors or sub-Vendors engaged by the Grantee in connection with the Program obtain and maintain, any and all permits, licenses, bonds, certificates and other similar approvals required in connection with this Agreement.

9. Indemnification.

- (a) The CFE Fund shall indemnify, defend, and hold harmless the Grantee, including Grantee staff, and its officers, employees and agents, from any and all claims, demands, costs, judgments or liabilities to which they may be subject because of any acts or omissions of the CFE Fund, its officers, directors or trustees, employees, agents, representatives, Vendors or sub-Vendors, or because of any negligence or fault of the CFE Fund, its officers, directors or trustees, employees, agents, representatives, Vendors or sub-Vendors. This obligation shall survive and continue beyond any termination or expiration of this Agreement.
- (b) The Grantee shall indemnify, defend, and hold harmless the CFE Fund, including its staff, and its officers, directors or trustees, employees and agents, from any and all claims, demands, costs, judgments or liabilities to which they may be subject because of any acts or omissions of the Grantee, its employees, agents, representatives, Vendors or sub-Vendors, or because of any negligence or fault of the Grantee, its employees, agents, representatives, Vendors and sub-Vendors. In addition, the Grantee shall ensure that all Vendors and sub-Vendors indemnify and hold harmless the CFE Fund, including its staff, and its officers, directors or trustees, employees and agents from such claims. Nothing in this paragraph should be construed as waiving any immunities the City may have from such claims. This obligation shall survive and continue beyond any termination or expiration of this Agreement.
- (c) Each of the parties hereto shall take all steps necessary to ensure that its staff, officers or trustees, employees, agents, representatives, vendors and sub-vendors are covered under all insurance policies necessary to effectuate the provisions of this Section.

10. Confidentiality.

All reports, information or data furnished to or to be prepared or assembled under this Agreement are to be held confidential, unless otherwise herein provided or subject to disclosure by law.

11. Intellectual Property.

All ownership, title, interest, and intellectual property rights of documents, templates, and other materials provided by the CFE Fund shall remain solely the CFE Fund's. Nothing in this section or agreement is intended to, and shall not be construed to, transfer any property rights or any intellectual property rights to Grantee to materials developed by the CFE Fund. The Grantee may use the CFE Fund's intellectual property (i) for internal planning processes; (ii) in furtherance of the Scope of Work; and (iii) if otherwise expressly authorized by the CFE Fund. Any unauthorized disclosure of the CFE Fund's intellectual property without expressed authorization shall be considered a breach of this agreement. The Grantee agrees that CFE Fund may reproduce, publish or otherwise use the work product generated during the Grant term without any restriction whatsoever, including any requirement for approval from the Grantee. The Grantee agrees that CFE Fund may reproduce, publish or otherwise use the work product generated during the Grant term without any restriction whatsoever, including any requirement for approval from either Grantee.

12. Non-Assignability.

The Grantee shall not assign, transfer, subcontract, convey or otherwise dispose of this Agreement or of its rights, obligations, responsibilities or duties hereunder or under any Vendor Contract, either in whole or in part, without the prior written consent of the CFE Fund.

13. Compliance with Anti-Discrimination Rules.

In its use of Grant funds provided by the CFE Fund, and in the course of all development, marketing and operation activities, the Grantee shall fully comply with all applicable federal, state, local (and any other governmental), anti-discrimination laws, executive orders, rules and regulations.

14. Severability of Provisions.

Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

15. Entire Agreement.

This Agreement contains the entire understanding between the parties hereto with respect to the subject matter of this Agreement and replaces and supersedes all prior agreements and understandings of the parties. This Agreement may be amended or modified only by a writing executed by the parties hereto.

16. Binding Agreement.

Notwithstanding any other provision of this Agreement, the parties agree that this Agreement constitutes a legal, valid and binding agreement of each party, and is enforceable against each party in accordance with its terms.

17. Governing Law.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PROVISIONS THEREOF.

18. Submission to Jurisdiction; Service of Process.

- (a) EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THE SUPREME COURT OF THE STATE OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN IN THE CITY OF NEW YORK AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN IN THE CITY OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE OR FEDERAL COURT. THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, THAT ANY OF THEM MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN SUCH RESPECTIVE JURISDICTIONS. EACH PARTY TO THIS AGREEMENT AGREES THAT A FINAL JUDGMENT IN ANY ACTION OR PROCEEDING WILL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.
- (b) EACH PARTY TO THIS AGREEMENT IRREVOCABLY CONSENTS TO THE SERVICE OF THE SUMMONS AND COMPLAINT AND ANY OTHER PROCESS IN ANY OTHER ACTION OR PROCEEDING RELATING TO THE TRANSACTIONS CONTEMPLATED HEREBY, ON BEHALF OF ITSELF OR ITS PROPERTY, BY PERSONAL DELIVERY OF COPIES OF SUCH PROCESS TO SUCH PARTY. NOTHING CONTAINED IN THIS SECTION WILL AFFECT THE RIGHT OF ANY PARTY TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST ANY OTHER PARTY IN ANY OTHER JURISDICTION.

19. Waiver of Jury Trial.

EACH OF THE PARTIES HERETO HEREBY EXPRESSLY AND IRREVOCABLY RELEASES, WAIVES AND RELINQUISHES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY CLAIM, DEMAND, ACTION, SUIT, PROCEEDING OR CAUSE OF ACTION IN WHICH ANY OF THEM ARE PARTIES, WHICH IN ANY WAY (DIRECTLY OR INDIRECTLY) ARISES OUT OF, RESULTS FROM OR RELATES TO ANY OF THE FOLLOWING, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER BASED ON CONTRACT OR TORT OR ANY OTHER LEGAL BASIS: (I) THIS AGREEMENT; (II) ANY PAST, PRESENT OR FUTURE ACT, OMISSION, CONDUCT OR ACTIVITY WITH RESPECT TO THIS AGREEMENT; (III) ANY TRANSACTION, EVENT OR OCCURRENCE CONTEMPLATED BY THIS AGREEMENT; (IV) THE PERFORMANCE OF ANY OBLIGATION OR THE EXERCISE OF ANY RIGHT UNDER THIS AGREEMENT; AND (V) THE ENFORCEMENT OF THIS AGREEMENT. EACH OF THE PARTIES HERETO HEREBY FURTHER AGREES THAT THIS AGREEMENT CONSTITUTES ITS WRITTEN CONSENT THAT TRIAL BY JURY WILL BE WAIVED IN ANY SUCH CLAIM, DEMAND, ACTION, SUIT, PROCEEDING OR OTHER CAUSE OF ACTION AND AGREES THAT EACH OF THEM WILL HAVE THE RIGHT AT ANY TIME TO FILE THIS AGREEMENT WITH THE CLERK OR JUDGE OF ANY COURT IN WHICH ANY SUCH CLAIM, DEMAND, ACTION, SUIT, PROCEEDING OR OTHER CAUSE OF ACTION MAY BE PENDING AS WRITTEN CONSENT TO WAIVER OF TRIAL BY JURY.

20. Amendment.

The CFE Fund shall consider, but is not obligated to agree to, requests by the Grantee to amend the terms of this Agreement. Amendments to this Agreement shall be made only after (i) the CFE Fund has received written request from the Grantee stating the nature of the amendment request, and (ii) the CFE Fund has executed a written agreement describing the terms of the amendment.

21. Counterparts.

This Agreement may be executed in any number of counterparts, including by facsimile or other electronic means of communication, each of which shall be deemed an original of this Agreement and all of which together shall constitute one and the same instrument.

22. Notices.

Any notices required to be delivered hereunder shall be in writing and personally delivered, mailed or sent by electronic mail, telefacsimile or other similar form of rapid transmission, and shall be deemed to have been duly given upon receipt (a) at the respective party's address listed on Exhibit G ("Notices") or (b) at such other address as may be designated by written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers as of the day and year first above written.

CITIES FOR FINANCIAL EMPOWERMENT
FUND, INC.

By: _____
Name: Jonathan Mintz
Title: President and Chief Executive Officer

Date: _____

THE CITY OF LANSING

By: _____
Name:
Title:

Date: _____

Exhibit A

Request for Letters of Interest & Grantee Letter of Interest

(To Be Attached)

Scope of Work

Where there may be discrepancies, this Scope of Work supersedes both the Request for Letters of Interest and the Grantee Letter of Interest.

I. As part of the Financial Empowerment Center Expansion Grant, the Grantee will:

1. Implement the FEC initiative in accordance with the model requirements (Exhibit C) provided by the CFE Fund, including but not limited to, free one-on-one counseling, integration with a range of services, counselor training, data collection, and active partnership with the Financial Counseling Provider

- a. Increase total sessions for the full FEC by a minimum of **800 sessions** during this grant period.
- b. Increase total outcome count for the full FEC by a minimum of **100 outcomes** during this grant period.
- c. Data will be tracked based on a June 1 baseline for total sessions and outcomes to date.

2. Supervise overall program implementation, and management; and support service delivery, including monitoring efforts and troubleshooting.

- a. Monitor the work of the Financial Counseling Provider including but not limited to service delivery, counselor training, reporting and progress towards target goals (number of sessions and outcomes).
- b. Participate in regular calls with the CFE Fund to review progress on goals, identify additional innovations and opportunities, and to make modifications to the program, as needed.
- c. Track progress and service delivery through the Financial Empowerment Center Boost Outcomes Tool database (“FECBOT”) for at least the duration of the grant.
- d. Participate in all trainings, as required by the CFE Fund, including but not limited to the initial counselor training, any continuing education sessions, and CFE-Fund hosted trainings.
- e. Participate in all learning community activities, including sharing accomplishments, best practices and lessons learned with the broader field. Such activities could include:
 - i. Attendance at national gatherings hosted by the CFE Fund.
 - ii. Participation in ad-hoc webinars or conference calls with other grantees and partners.
 - iii. Involvement in written communications about the work, which could include features on the CFE Fund website, newsletter, or written briefs.
- f. Ensure that the Financial Counseling Provider oversees the day-to-day operations and serves as the main contact for the Grantee and the CFE Fund.
 - i. Work with the Financial Counseling Provider to monitor and track the quality of the service delivered and address any program issues.
 - ii. Ensure that the Financial Counseling Provider staff members attend all trainings, as required by the CFE Fund, including but not limited to the initial counselor training, database trainings, any continuing education sessions, and CFE Fund-hosted trainings, as well learning community activities.

3. **Coordinate all partnership development efforts to ensure this FEC counselor is deployed effectively,**
 - a. Working closely with the Financial Counseling Provider, prioritize partnerships as part of the local government's COVID-19 response efforts and ensure outreach to initiate partnerships, and monitor progress.
4. **Adhere to the following CFE Fund marketing and communications guidelines.**
 - a. Acknowledgements by the Grantee relating to the Grant will be given to “the Cities for Financial Empowerment (CFE) Fund”.
 - b. On any signage or communications pieces related to the FEC, the local government partner logo and financial counseling provider logo are always included with the FEC logo.
 - c. Prior written approval of the CFE Fund is required before Grantee or any employees, servants, agents or independent Grantees may, at any time, before, during or after completion or termination of this Agreement, make any statement to the press, make a public announcement or issue any material for publication through any medium of communication bearing on the Grant, work performed or data collected under this Agreement.
 - d. The Grantee agrees to provide details about all Grant-related marketing and communication materials and events to the CFE Fund reasonably in advance to jointly determine appropriate branding opportunities for the CFE Fund and any relevant CFE Fund partners, including the Foundation. Materials include but are not limited to websites, newsletters, media releases, public announcements, event invitations and programs. The Grantee will request permission from the CFE Fund before using or modifying the FEC Public and FEC logos and related branded materials.
 - e. The CFE Fund will provide specific communication protocols, including the guidelines in Exhibit H (the “Financial Empowerment Center Branding Assets”). Grantee also shall provide to the CFE Fund final copies of all printed materials as part of the progress reports for the Program.
 - f. The Grantee shall not make any statement or otherwise imply to donors, investors, media, or the general public that the Foundation directly funds the activities detailed in the Scope of Work.
 - g. The Grantee and its Vendor(s) may not publicly announce the receipt of this Grant or its details until the CFE Fund and its institutional investors have made their official announcement or have otherwise given permission in writing.

II. FECBOT Database and Experian Connectivity

1. For the term of the Contract, Grantee will use the CFE Fund's FEC database, FECBOT (Financial Empowerment Center Boost Outcomes Tool). Grantee must obtain prior written approval from the CFE Fund to grant a User license and access the FECBOT Database. The CFE Fund will provide licenses for FEC program-essential personnel, such as the Financial Counselors, the Program Manager, and the Local Government Manager. However, all non-essential users are subject to licensing fees and reasonably related management costs
2. Grantee will ensure that the Financial Counseling Provider maintains rigorous client confidentiality when using FECBOT and Experian, and follows data collection protocols to ensure client confidentiality:
 - a. Maintain the confidentiality of all written and electronic client information and data; as well

- as the configuration of FECBOT and terms and prices of the Experian credit reports.
- b. Ensure that computer equipment, the FECBOT database, and any other data collection tools will not be used by anyone other than Financial Empowerment Center-trained and approved Financial Counselors, County and Counseling Provider Managers and a limited number of support staff; and will not be used outside of the parameters of the Financial Empowerment Centers or Grantee's other office locations. Any staff member who is authorized to access FECBOT will be required to sign the FECBOT User Agreement (see Exhibit I – Sample FECBOT User Agreement) and provide a copy to the CFE Fund's FECBOT Administrator.
 - c. Keep all data within a secure limited-access network, maintained by FECBOT through Salesforce; and through Experian. Client data should not be downloaded to hard drives of individual computers or to portable storage devices.
 - d. Ensure each client understands and signs a Client Waiver form approved by the CFE Fund. Grantee must ensure that client data is only shared with the consent of the individual client, following the stipulations in the Client Waiver.
 - e. Ensure that all paper documents with personally identifiable information will be stored in locked file cabinets with access limited to Financial Empowerment Center staff. Financial counseling records, including sensitive financial information must be kept in a locked drawer/cabinet separate from other Grantee client information. Any old, duplicative, or unnecessary documents containing personally identifiable information shall be shredded using a cross-cut paper shredder. Personally identifiable information includes, but is not limited to, social security numbers, full names, telephone numbers, addresses, email addresses, dates of birth, and financial account numbers.
 - f. Use standard database security practices when accessing FECBOT and the Experian portal, which include: using strong passwords (combinations of letters, numbers, and special characters) to limit access; changing passwords at least quarterly; and not sharing passwords with other employees or by storing passwords where others may access them.
 - g. Limit the ability of non-Financial Empowerment Center staff members to view data by locking, turning off or logging out of computer systems when not in use. This shall include setting security systems to automatically lock with a screen saver at frequent intervals, not more than ten minutes.
 - h. Protect computers and other network devices that can be used to access Client data with anti-virus and anti-spyware malware protection software, a firewall, and timely installation of Windows "patches."

III. License

1. Subject to compliance with all terms and conditions of this Agreement, CFE Fund hereby provides Grantee a non-exclusive and non-transferrable license to all Lansing Financial Empowerment Center data stored in the FECBOT database during the Term of this Agreement. The Grantee may only use this data for Lansing Financial Empowerment Center program purposes, as permitted in Exhibit I (the "FECBOT User Agreement"), and in accordance with instructions from the CFE Fund.
2. Grantee acknowledges that CFE Fund owns all right, title, and interest in FECBOT, including all intellectual property rights and FECBOT data. Grantee further acknowledges that the CFE Fund has dedicated substantial resources to build, administer, and manage the FECBOT database and it is the sole intellectual property of the CFE Fund. If Grantee violates the terms

of this Agreement, including not effectively administering the terms and conditions in the FECBOT User Agreement, the CFE Fund may, in its discretion, provide Grantee a reasonable opportunity to cure or remedy the violation. Absent acceptable cure, the CFE Fund may terminate this License with reasonable notice to Grantee.

IV. Intellectual Property

1. Grantee, and the Financial Counseling Provider, recognizes that any and all materials, including but not limited to training manuals and templates and FECBOT, provided by the CFE Fund to the Grantee, and its Financial Counseling Provider(s), are the exclusive property of the CFE Fund.
2. Grantee, and its Financial Counseling Provider(s) if applicable, will not use, transmit, display or publish or otherwise license such materials without the CFE Fund's prior written consent.

Financial Empowerment Center Model
(the “Model”)

Please note that this provides a broad overview of the model. During the course of engagement, the CFE Fund team will be providing further details on all components of the model.

Model:

- One-on-one financial counseling from trained professionals
- Offered by local government, often as delivered through nonprofit organization partners, as a free public service
- Data systematically tracked, including defined client outcomes
- Counseling connected to a range of local government and nonprofit service delivery systems
- Prioritizes sustainability efforts to become a sustained, publicly-funded service

Operations:

- Program implementation and management is led and overseen by the local government
- Service provision is conducted by one or more qualified nonprofit partners or local government agencies
- Counselors conduct financial triage with clients to determine the nature of their financial situation, set goals, and establish a specific plan of action with each client focused in four primary areas: banking, savings, debt, and credit
- Client retention, critical to outcome achievement, is prioritized
- All counselors must take and pass a CFE Fund-approved training (based on CFE Fund standards)

The Financial Counseling Session

As defined for the Model, one-on-one financial counseling and coaching represents a mix of goal setting and light case management in a direct service provision role, as well as deep technical knowledge of financial issues and the ability to advise people on their financial and personal goals in the areas of banking, savings, debt, and credit. One-on-one counseling, either in person or remotely, is conducted or tracked with the goal of clients achieving meaningful, defined financial outcomes. A financial counseling session is a confidential, private meeting between an FEC counselor and individual (or household) lasting a minimum of 30 minutes. Sessions are typically in person, but remote (i.e. phone, video) sessions are also permitted as follow-up sessions given they meet the 30-minute requirement.

The initial counseling session consists of a comprehensive financial health assessment, where counselors conduct triage to determine the full nature of the client’s financial situation, support the client in setting goals, and establish a specific client-led action plan to manage their finances, pay down debt, increase savings, establish and build credit, and access safe and affordable mainstream banking products. Retention, or returning for more than one session, is critical; clients are more likely to achieve outcomes if they participate in multiple counseling sessions. Throughout the

process, counselors advise clients, and track progress towards outcomes aimed at enhancing financial stability.

Partnership Structure

The Model is a partnership between local government and community based organizations, with critical and distinct roles for each partner.

Local Government (city or county) plays a central role of directing and coordinating the initiative on the ground. The local government partner ensures quality and consistency of service delivery by establishing protocols for monitoring and evaluation, using public channels for marketing and promotion of services, and supporting integration of service delivery within other public programs and local government access points.

Financial Counseling Providers recruit, hire and supervise the FEC counselors. They are responsible for all data collection and regular reporting to the local government and the CFE Fund. They support public marketing efforts by participating in outreach events and presentations. In addition, nonprofit providers establish and maintain relationships with other community partners hosting counselors, referral partners, and other outreach and community efforts. This provider role can also be fulfilled by a local government agency.

Local and National Counselor Training Partners deliver financial counseling training instruction based on the training standards provided by the CFE Fund, focusing on financial content, counseling and coaching skills, and cultural awareness. Partners can deliver this training in a variety of formats, including at a local college, through self-paced webinars, and/or with program managers or national training providers teaching the curriculum. Prior to working with their own clients, counselors must pass an exam that evaluates their command of training material and succeed at a period of mentored, experiential training (such as role-playing, shadowing, and observation). In addition, local government and counseling provider managers coordinate continuing education opportunities as the program evolves in order to further counselors' professional development and understanding of new issues facing those with low incomes.

Programmatic Partners are crucial to integrating the FEC services into the service streams of local government and nonprofit agencies, especially those serving people with low and moderate incomes. At their best, these partnerships deeply embed financial counseling and coaching into local government and nonprofit programs and advance those programs' goals. Potential complementary program linkages could include homeownership assistance, homeless prevention, foreclosure prevention, workforce development, asset building, financial access, domestic violence prevention, or other social services.

Philanthropic Partners play a key role in both the launch of the FEC and subsequent enhancement opportunities. At the start of the implementation phase, localities secure funding from local and/or national funders to partially match the CFE Fund's investment to launch the FEC. Funder engagement in the FEC stems from a range of interests, including geographic footprints, programmatic priorities, innovation opportunities, and issue-based giving. Once the FEC has launched, funders offer opportunities to enhance the Model with targeted pilots, while

also providing support to complement the public funding.

Data Collection and Reporting

Data collection and reporting are essential to the success of the Model, used to improve service delivery, track required outcomes, and further budgetary and political sustainability efforts. FEC initiative Grantees will be required to use FECBOT throughout the grant period and participate in all national data collection, tracking, and evaluation activities. Grantees have access to all local data collected and are able to create customized reports.

Learning Community

The CFE Fund operates a national learning community of local government partners engaged in FEC development and implementation.

Grantee Budget

The CFE Fund will provide a Grant of \$80,000 to support an additional financial counselor at the City of Lansing's Financial Empowerment Center, in line with the following budget:

Reporting

The Grantee is responsible for reports using the CFE Fund’s online grant portal. The grants portal will remind grantees of submission dates in advance.

<u>Reports</u>	<u>Due Date</u>
Narrative Report and Client Snapshot I	July 17, 2020
Narrative Report and Client Snapshot II	August 17, 2020
Narrative Report and Client Snapshot III	September 14, 2020
Narrative Report and Client Snapshot IV	January 8, 2021
Narrative Report and Client Snapshot V	April 2, 2021
Final Report	June 15, 2021

- **Narrative Report**
This report should be completed jointly by the Grantee and Cristo Rey Community Center and focus on the counselor’s performance, partnerships developed based on having this additional counselor, and continued integration with the local government’s COVID-19 emergency response services.
- **Client Snapshot**
Using the Client Snapshot Template provided by the CFE Fund (Exhibit F), this report from the Grantee should contain a minimum of two client stories that share their experience and success at the FEC, including any COVID-19-related issues, and a high-resolution photo (photo submitted separately from the grants portal).

Client Snapshot Template

Please include (minimum of two stories) stories that illustrate the impact the Financial Empowerment Center has had on an individual. These stories should **include a high resolution photo (ideally from a professional photographer, if possible*)** and should be about a client – counselors should use the **below questions** to interview clients. This completed form, for each client, should be submitted as part of your narrative report. (1-2 sentences minimum per question)

For any questions about this Client Snapshot requirement, please contact Katie Plat at kplat@cfefund.org

Name (i.e. Jane):

Email address (of client):

FEC City/County and Location:

- 1. Why did you come to the Financial Empowerment Center?**
(What circumstances were you struggling with that led you to the FEC? Were you impacted by COVID-19?)
- 2. What financial achievements have you made since coming to the FEC?**
(reduced debt, improve credit, build savings, more than one, etc.)
- 3. Why and how has the FEC made a difference in your financial future and overall life?**
What has working with a Financial Counselor done to help you, your family, etc.?
What would you say to a friend or family member who was curious about how the FEC could help them?
- 4. Do you plan to continue working with your financial counselor to achieve specific goals? What goals? How can the FEC help you achieve these goals?**

By submitting this information, you give the Cities for Financial Empowerment Fund permission to share your story, photo, and first name on their website, fecpublic.org, and in other marketing materials or partner materials that promote the Financial Empowerment Center initiative

Notices

Cities for Financial Empowerment Fund, Inc.

Tamara Lindsay
Principal
Cities for Financial Empowerment Fund, Inc.
44 Wall Street, Suite 605
New York, NY 10005
(646) 362-1635
tlindsay@cfefund.org

Grantee

Amber Paxton
Director, Office of Financial Empowerment
City of Lansing
124 W Michigan Ave
3rd Floor
Lansing, MI 48933
517-483-4530
amber.paxton@lansingmi.gov

Financial Empowerment Center Branding Assets

(To Be Attached)

FECBOT User Agreement

A. General Agreement

FECBOT, the Financial Empowerment Center Boost Outcomes Tool, is a safe and central database for Financial Empowerment Centers (FECs) to gauge client impact, manage counselor performance, and report on key metrics to a variety of stakeholders. To protect the system, and the privacy and confidential information of FEC clients and staff, you agree to use FECBOT in a productive, ethical, and lawful manner. You acknowledge and agree that FECBOT is provided under license, and not owned by you. You do not acquire any ownership interest in FECBOT, its data, materials or products downloaded or stored on FECBOT. You, as a financial counselor, manager, consultant, data analyst, or other staff member who has been authorized to use the FECBOT system (“User”), agree that you will use FECBOT in accordance with the limited license granted by the Cities for Financial Empowerment Fund, and subject to all terms, conditions, and restrictions, under this Agreement and as instructed by the CFE Fund, and its FECBOT Administrator or an approved agent of the CFE Fund. The CFE Fund shall not be liable for any loss, cost, expense, or other liability arising out of any Customer use of the Administrative Web Site.

B. Proper Use

Users of FECBOT shall always maintain a professional etiquette when using FECBOT including, but not limited to, communication on the platform, client notes, session notes, and participating in the learning community. Poor language, inappropriate comments, use of profanity, bullying, discriminatory language or conduct and other inappropriate behavior is strictly prohibited.

Platform use and any communications shared or stored throughout the FECBOT system should resemble commonly accepted, professional and respectful business correspondence.

C. Security, Access, and Passwords

You understand that it is your responsibility to maintain a safe and secure environment when accessing, using, or working in FECBOT, and responsible for all local security and access of the FECBOT system.

It is the responsibility of each User to adhere to industry standard IT security guidelines including but not limited to the creation, format, and scheduled changes of passwords.

All usernames, passcodes, passwords, and information used or stored on the FECBOT System or its network is the property of the CFE Fund. No User may use a username, passcode, password, or method of encryption that has not been issued to that employee or authorized in advance by the FECBOT Administrator.

No User shall share usernames, passcodes, or passwords with any other person except the FECBOT Administrator or their authorized agent. A User shall immediately inform the FECBOT Administrator and the CFE Fund if they know or suspect that any username, passcode, or password has been improperly shared, used, displayed, or compromised and if IT security has been violated in any way.

Users who have not accessed the FECBOT system for a period of **six (6) months** will be subject to suspension or have their license terminated at the discretion of the FECBOT Administrator without notice.

D. Privacy

All content shared by any User on the FECBOT system, except client data and where excluded by a superseding client agreement, exists in the FECBOT public domain. Therefore, Users should have no expectation of privacy whatsoever in any message, file, data, document, community post, conversation, or any other kind or form of information or communication they have transmitted to FECBOT.

The FECBOT Administrator may also store copies of such data and communications from time to time after they are created and may delete such copies from time to time without notice. You agree that such data and communications may also be used for quality and training purposes at the discretion of the FECBOT Administrator and the CFE Fund.

A User may also extract data from the FECBOT system, consistent with their authorization, training, or as otherwise provided by the FECBOT Administrator, so long as the data extracted maintains an industry standard level of encryption to protect data from unauthorized disclosure and cyber threats. Other data may only be extracted and used upon prior written consent from the FECBOT Administrator, the CFE Fund, or an authorized agent thereof.

Furthermore, the counselor, employee, agent or User of FECBOT acknowledges that any information stored in or shared on the FECBOT system shall not be shared via social media, including, but not limited to, Snapchat, Facebook, Twitter, Instagram, LinkedIn, Pinterest, etc. absent the expressed approval in writing of the FECBOT Administrator or the CFE Fund.

E. Cloud System

The CFE Fund maintains a cloud-based data communications network to facilitate all aspects of the FECBOT system. Highly sensitive financial information is stored on the system. Users understand that they may never sign into FECBOT using the password or username of another User of FECBOT. No User shall access, attempt to access, alter, or delete any network document on a computer not authorized by the FECBOT Administrator, CFE Fund, or an authorized agent of the CFE Fund.

All users are required to use industry standard protocols to maintain security from hackers and database intrusion. This includes the limited use of unsecured configurations and 'open access' configurations, which shall include, but not limited to, use of public Wi-Fi locations, hardware and software installations from an unapproved third-party, objectively hazardous internet "click-bait"; and settings that permit unnecessary or unauthorized access to or use of IT systems and networks. Computers and network devices that come with a vendor-supplied, factory-default settings that favor connectivity and data sharing over security shall be subject to evaluation by the FECBOT Administrator, the CFE Fund or an approved agent thereof. FECBOT Users shall not use FECBOT on any public computer, including, but not limited to, library computers, internet cafes, hotel computers, or otherwise.

F. Confidentiality and Proprietary Rights

FECBOT is the intellectual property, including, but not limited to, all files, documents, templates, forms, guidebooks, training material, communications materials, and other trade secrets of the CFE Fund and is an extremely valuable asset. By signing this agreement, you agree not to jeopardize the system with any personal use of electronic communications systems, including email, text messaging, internet access, social media, and telephone conversations and voice mail.

Disclosure of confidential information to anyone outside of any approved FEC provider, the FECBOT Administrator, or a staff member of the CFE Fund is strictly prohibited. A User shall ask the FECBOT Administrator if they are unsure whether to disclose confidential information to particular individuals or how to safeguard the company's proprietary rights.

Use of the CFE Fund name, intellectual property, materials, brand names, logos, taglines, slogans, or other trademarks without written permission from the FECBOT Administrator or an authorized representative of the CFE Fund is strictly prohibited.

G. Remedies

Users who violate any provision of this agreement are subject to all adequate remedies available at law and equity, up to and including termination or revocation of a contract, general and special damages, and other equitable remedies allowed by law.

H. Acknowledgement and Review

I, _____, acknowledge that on _____ I received a copy of this FECBOT User Agreement and that I read it, understood it, and agree to comply with it. I understand that the CFE Fund has the maximum discretion permitted by law to interpret, administer, change, modify, or delete my use of FECBOT at any time without any notice. I understand that neither this agreement nor any other communication by a the CFE Fund, whether oral or written, is intended in any way to create a contract of employment.

 [SAMPLE – THIS VERSION NOT FOR SIGNATURE]
Signature

 [SAMPLE – THIS VERSION NOT FOR SIGNATURE]
Printed Name

 [SAMPLE – THIS VERSION NOT FOR SIGNATURE]
Date

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

WHEREAS, the City of Lansing's Department of Neighborhoods & Citizen Engagement / Office of Financial Empowerment was awarded an FEC Expansion Grant of \$80,000 by Cities for Financial Empowerment;

WHEREAS, these grants dollars will be used to add one additional financial counselor to the Financial Empowerment Center at Cristo Rey Community Center for the period of one year as a COVID-19 response to the community;

WHEREAS, the award for \$80,000 does not require a local match, but if the position is to continue beyond the grant period, Cristo Rey Community Center will need to raise the dollars to pay for the position;

WHEREAS, the dollars are granted to the City of Lansing which will serve in a pass-through capacity as the dollars will be used by Cristo Rey Community Center;

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council approves acceptance of the Cities for Financial Empowerment grant in the total amount of \$80,000 for the grant period beginning June 1, 2020 and ending May 31, 2021.

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: July 24, 2020

GRANT NAME: Coronavirus Emergency Supplemental Funding

DEPARTMENT: U.S. Department of Justice

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Joe McClure (Joe.McClure@Lansingmi.gov 483-4808)

APPLICATION DATE 04/30/2020 AWARD DATE 06/06/2020

GRANT CYCLE: 01/20/2020 To 01/31/2020 Check One: Annual One-Time

FUND AMOUNT: \$339,769 (Breakdown below should total this amount)

GOODS & SERVICES	\$249,830
PERSONNEL	\$ 89,939
CONSTRUCTION	<u>\$0.00</u>
LAND	\$0.00
OTHER (Training)	

CITY MATCH (IF APPLICABLE): \$0.00

GRANT PAYS FOR: Seven infrared temperature screen devices; one decontamination supplied vehicle; numerous other COVID-19 prevention and exposure supplies, protective suits, air purification systems, and additional COVID-19 response related equipment; one additional temporary employee to assist with decontamination, overtime, laptop computers and other equipment relating COVID-19 response processes.

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

Funds awarded under the CESF Program must be utilized to prevent, prepare for, and respond to the coronavirus. Allowable projects and purchases include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses, and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.



Department of Justice (DOJ)

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

June 6, 2020

The Honorable Andy Schor
City of Lansing
124 W. Michigan Avenue, Floor 8
Lansing, MI 48933-1603

Dear Mayor Schor:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by City of Lansing for an award under the OJP funding opportunity entitled "BJA FY 20 Coronavirus Emergency Supplemental Funding Program." The approved award amount is \$339,769. These funds are for the project entitled City of Lansing-Police Department Corona Virus Response Effort.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should City of Lansing accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact Lesley Walker, Program Manager at (202) 307-0863; and
- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at ask.ocfo@usdoj.gov.

We look forward to working with you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Katharine T. Sullivan".

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Encl.



Department of Justice (DOJ)

Office of Justice Programs

Office of Civil Rights

Washington, DC 20531

June 6, 2020

The Honorable Andy Schor
City of Lansing
124 W. Michigan Avenue, Floor 8
Lansing, MI 48933-1603

Dear Mayor Schor:

Congratulations on your recent award. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

A handwritten signature in black ink that reads "Michael L. Alston".

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

Grant

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Lansing 124 W. Michigan Avenue, Floor 8 Lansing, MI 48933-1603		4. AWARD NUMBER: 2020-VD-BX-1600	
		5. PROJECT PERIOD: FROM 01/20/2020 TO 01/31/2022 BUDGET PERIOD: FROM 01/20/2020 TO 01/31/2022	
		6. AWARD DATE 06/06/2020	7. ACTION Initial
2a. GRANTEE IRS/VENDOR NO. 386004628	8. SUPPLEMENT NUMBER 00		
2b. GRANTEE DUNS NO. 069835882	9. PREVIOUS AWARD AMOUNT		\$ 0
3. PROJECT TITLE City of Lansing-Police Department Corona Virus Response Effort		10. AMOUNT OF THIS AWARD \$ 339,769	
		11. TOTAL AWARD \$ 339,769	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.034 - Coronavirus Emergency Supplemental Funding Program			
15. METHOD OF PAYMENT GPRS			
[REDACTED] AGENCY APPROVAL [REDACTED]		[REDACTED] GRANTEE ACCEPTANCE [REDACTED]	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Katharine T. Sullivan Principal Deputy Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Andy Schor Mayor	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
[REDACTED] AGENCY USE ONLY [REDACTED]			
20. ACCOUNTING CLASSIFICATION CODES FISCAL YEAR FUND CODE BUD. ACT. DIV. OFC. REG. SUB. POMS AMOUNT X B VD 80 00 00 339769		21. VVDUGT1687	



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 16

PROJECT NUMBER 2020-VD-BX-1600

AWARD DATE 06/06/2020

SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 3 OF 16

PROJECT NUMBER 2020-VD-BX-1600

AWARD DATE 06/06/2020

SPECIAL CONDITIONS

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 4 OF 16

PROJECT NUMBER 2020-VD-BX-1600

AWARD DATE 06/06/2020

SPECIAL CONDITIONS

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 5 OF 16

PROJECT NUMBER 2020-VD-BX-1600

AWARD DATE 06/06/2020

SPECIAL CONDITIONS

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 6 OF 16

PROJECT NUMBER 2020-VD-BX-1600

AWARD DATE 06/06/2020

SPECIAL CONDITIONS

9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 7 OF 16

PROJECT NUMBER 2020-VD-BX-1600

AWARD DATE 06/06/2020

SPECIAL CONDITIONS

any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 8 OF 16

PROJECT NUMBER 2020-VD-BX-1600

AWARD DATE 06/06/2020

SPECIAL CONDITIONS

13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 9 OF 16

PROJECT NUMBER 2020-VD-BX-1600

AWARD DATE 06/06/2020

SPECIAL CONDITIONS

14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 10 OF 16

PROJECT NUMBER 2020-VD-BX-1600

AWARD DATE 06/06/2020

SPECIAL CONDITIONS

19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 11 OF 16

PROJECT NUMBER 2020-VD-BX-1600

AWARD DATE 06/06/2020

SPECIAL CONDITIONS

24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 12 OF 16

PROJECT NUMBER 2020-VD-BX-1600

AWARD DATE 06/06/2020

SPECIAL CONDITIONS

27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 13 OF 16

PROJECT NUMBER 2020-VD-BX-1600

AWARD DATE 06/06/2020

SPECIAL CONDITIONS

28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31. Signing Authority

This award must be signed by an authorized official of the applicant State, local, or tribal government, on behalf of that applicant State, unit of local government, or Tribe, unless the applicant designates an organizational unit to apply on its behalf. For example, if designated by a unit of local government, a Police Department or Sheriff's Office (or similar agency) may apply on behalf of the applicant jurisdiction, as long as the department, office, or agency is listed as the organizational unit on the SF-424. In that case, the head of the designated organizational unit (such as a Police Chief or Sheriff) may sign the award. Documentation of the designation by the appropriate governing body must be retained by the grant recipient.

32. The "Emergency Appropriations for Coronavirus Health Response and Agency Operations" law (Public Law 116-136) includes definitions, reporting requirements, and certain other provisions that apply (whether in whole or in part) to this award. In addition, consistent with the CESF Program's purposes, which involve preparing for, preventing, and responding to the coronavirus national emergency, OJP will provide notice of any additional CESF program-specific grants administrative requirements on an award page, accessible at <https://www.ojp.gov/funding/explore/CESF-program-specific-condition>, that is incorporated by reference here.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 14 OF 16

PROJECT NUMBER 2020-VD-BX-1600

AWARD DATE 06/06/2020

SPECIAL CONDITIONS

33. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

34. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

35. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

36. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

37. Justice Information Sharing

Recipients are encouraged to comply any information-sharing projects funded under this award with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) is encouraged to conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information.

38. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 15 OF 16

PROJECT NUMBER 2020-VD-BX-1600

AWARD DATE 06/06/2020

SPECIAL CONDITIONS

39. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA. The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are: a. New construction; b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places; c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories. The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/ or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bj.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations. Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

40. Establishment of interest-bearing account

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish an interest-bearing account dedicated specifically to this award. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The award funds, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Coronavirus Emergency Supplemental Funding (CESF) program. The recipient also agrees to obligate the award funds in the account (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

41. Expenditures requiring prior approval

No funds under this award may be expended on individual items costing \$500,000 or more, or to purchase Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicles (UAV) without prior written approval from BJA. Prior approval must be obtained post-award, through the submission and approval of a Grant Adjustment Notice (GAN) through OJP's Grant Management System (GMS).



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 16 OF 16

PROJECT NUMBER 2020-VD-BX-1600

AWARD DATE 06/06/2020

SPECIAL CONDITIONS

42. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after January 20, 2020

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (January 20, 2020), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds.

43. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

44. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File
From: Orbin Terry, NEPA Coordinator
Subject: Categorical Exclusion for City of Lansing

The Coronavirus Emergency Supplemental Funding (CESF) Program allows eligible states, local units of government, and tribes to support a broad range of activities including preventing, preparing for, and responding to the coronavirus.

All recipients of CESF funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a sub-grantee or third party.

BJA's expectation is that none of the following activities will be conducted whether under this federal award or a related third party action:

- (1) New construction
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species
- (3) A renovation that will change the basic prior use of a facility or significantly change its size
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment
- (5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories) other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

If, however, award funds are proposed to be used for any of the enumerated projects or activities above, grant recipients must contact their grant manager, and receive written approval prior to commencing that project or activity.

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for BJA.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

PROJECT NUMBER
2020-VD-BX-1600

PAGE 1 OF 1

This project is supported under FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C

1. STAFF CONTACT (Name & telephone number)

Lesley Walker
(202) 307-0863

2. PROJECT DIRECTOR (Name, address & telephone number)

Robert Backus
Captain
120 W. Michigan Avenue
Lansing, MI 48933-1603
(517) 483-6883

3a. TITLE OF THE PROGRAM

BJA FY 20 Coronavirus Emergency Supplemental Funding Program

3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)

4. TITLE OF PROJECT

City of Lansing-Police Department Corona Virus Response Effort

5. NAME & ADDRESS OF GRANTEE

City of Lansing
124 W. Michigan Avenue, Floor 8
Lansing, MI 48933-1603

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 01/20/2020 TO: 01/31/2022

8. BUDGET PERIOD

FROM: 01/20/2020 TO: 01/31/2022

9. AMOUNT OF AWARD

\$ 339,769

10. DATE OF AWARD

06/06/2020

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Coronavirus Emergency Supplemental Funding (CESF) Program allows States, U.S. Territories, the District of Columbia, units of local government, and federally recognized tribal governments to support a broad range of activities to prevent, prepare for, and respond to the coronavirus. Funded projects or initiatives may include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.

NCA/NCF

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

WHEREAS, the City of Lansing applied for a US Department of Justice (DOJ) award under the Office of Justice Programs (OJP) funding opportunity entitled "BJA FY20 Coronavirus Emergency Supplemental Funding Program" (CESF); and

WHEREAS, the CESF Program will provide funding to assist eligible states, local units of government, and tribes in preventing, preparing for, and responding to the coronavirus; and

WHEREAS, allowable projects and purchases include, but are not limited to, overtime, equipment (including personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), and training; and

WHEREAS, the City of Lansing was informed on June 6, 2020, by the US DOJ, Office of Justice Programs that the grant application was approved; and

WHEREAS, the grant period is from 01/20/2020 through 01/31/2022; and

WHEREAS, the award amount is \$339,769; and

WHEREAS, local match funds are not required;

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council approves acceptance of the DOJ grant from the Office of Justice Programs in the amount of \$339,769 from January 20, 2020 through January 31, 2022; and

BE IT FURTHER RESOLVED, that the Mayor is authorized to sign and execute all documents necessary to accept the grant award, subject to their prior approval as to content and form by the City Attorney.

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

DRAFT



Andy Schor, Mayor

CITY OF LANSING

LANSING POLICE DEPARTMENT BUDGET



Daryl Green, Chief

7-24-2020

Submitted @ mtgc



Andy Schor, Mayor

TABLE OF CONTENTS

- 1. Lansing Police Department (LPD) Overview**
- 2. LPD Departmental Budget Summary - FY19, FY20, FY21**
- 3. LPD Division Names & Staffing Summary - FY19, FY20, FY21**
- 4. General Fund Revenues – Restricted Funds**
- 5. Annual Budget Cycle**
- 6. Chapter 23: Limits of Municipal Expenditures**

Lansing Police Department Financial Overview



Daryl Green, Chief

LPD History & Leadership

In 1893, the amended City Charter change created a six-member nonpartisan Board of Police and Fire Commissioners to address public safety issues. This charter amendment took effect in May 1893, which laid the foundation for the current City of Lansing Police Department. The newly formed Board of Police and Fire Commissioners appointed a City Marshal, a Chief of Police, a Captain of Police, and Policeman (Watchman). That was 127 years ago.

Today, Dr. Daryl Green serves at the helm of the Lansing Police Department. Chief Green started his police career at the Lansing Police Department in 1997 and became Chief of Police in 2019. Chief Green graduated from the FBI National Academy, class #275 and the Police Executive Research Forum Senior Management Institute of Policing, class #66. Chief Green further earned a Ph.D. from Western Michigan University, Master's Degree from Michigan State University and a Bachelor's Degree from Temple University. Chief Green is a veteran of the U.S. Navy and a current Commissioned Officer in the U.S. Navy Reserves.

Budget

Times have changed and the City of Lansing has grown in size and complexity. To accommodate this growth, the police department has evolved to meet the challenges of modern day society. According to the World Population Review of US cities, Lansing currently has a population of 120,921, making it the 6th largest city in the State of Michigan, and the 238th largest city in the United States.

For the purposes of this review, we will be focusing on budget data from fiscal years 2019, 2020, and 2021.

For fiscal year 2019, police department operations involved logistical support from four divisions: Administrative Division, Patrol Division, Investigations Division and the Staff Services Division. Police Captains managed and operated these divisions. The police department total budget for 2019 was \$44,681,340. LPD received General Funds, and other Special revenue funds, which included federal, state and local grant funding. This was an increase of 4.4% over the FY2018 budget.

In fiscal year 2020, the police department received \$45,960,782, a 2.8% increase from FY 2019. The increase occurred due to rising operational costs, legacy costs, staffing changes, increased focus on community policing, re-institution of the LPD PAL, COVID-19 response, and other program developments. The four operational areas included Public Safety, Engagement, Criminal Investigations, Judicial Support, and Administrative Services.

In current fiscal year 2021, the police department has been appropriated \$47,106,646, a 2.4% increase from FY 2020. The increase will cover increased operational costs, legacy costs, which accounts for 36.2 % of the LPD budget, and other departmental programs. The four operational areas of focus include Administrative Services, Engagement, Criminal Investigations, Judicial Support, and Public Safety.

The next section will provide a more detailed picture of FY19, FY20, and FY21 revenues and expenditures.

**LANSING POLICE DEPARTMENT BUDGET SUMMARY
FY2019/FY2020/FY2021**

Source of Funds – General & Special Revenues	Final FY19	Adopted FY20	Adopted FY21
Source of General Funds:			
<i>General Fund (Voter mill 1.5) (Fees)</i>	\$43,193,300	\$44,859,782	\$46,493,846
Use of General Funds:			
<i>Personnel</i>	\$36,508,691	\$37,802,547	\$39,027,047
<i>Operating</i>	\$6,684,609	\$7,057,235	\$7,466,799
	\$43,193,300	\$44,859,782	\$46,493,846
Source of Special Revenue Funds:			
<i>Federal Drug Enforcement</i>	\$108,000	\$95,000	\$62,800
<i>State/Local Drug Enforcement</i>	\$523,600	\$199,000	\$184,000
<i>Drug Law Enforcement – Tri County Metro</i>	\$856,400	\$807,000	\$366,000
Total Special Revenue Funds:	\$1,488,040	\$1,101,000	\$612,800
Use of Special Revenue Funds:			
<i>Personnel</i>	\$86,920	\$88,500	\$0
<i>Operating</i>	\$1,401,120	\$982,500	\$612,800
<i>Capital</i>	\$0	\$30,000	\$0
Total Special Revenues	\$1,488,040	\$1,101,000	\$612,800
Total Police Budget General Funds & Special Revenue Funds	\$44,681,340	\$45,960,782	\$47,106,646

LANSING POLICE DEPARTMENT DIVISION & STAFFING SUMMARY
FY2019/FY2020/FY2021

Divisions	FY2019	FY2020	FY2021
Patrol Investigation Staff Services Administrative Services Specialized Units – Honor Guard, Start, Dive Team, K9 Unit, etc.	243 Total Personnel 41 Civilians 202 Sworn Officers		
Administrative Services Criminal Investigations Public Safety Engagement Judicial Support		244 Total Personnel 41 Civilians 203 Sworn Officers	
Administrative Services Criminal Investigations Public Safety Engagement Judicial Support			244 Total Personnel 41 Civilians 203 Sworn Officers
Total Police Budget	\$44,681,340	\$45,960,782	\$47,106,646
Police Budget as a % of the City Budget	20.2%	20%	27%
Legacy Cost % of Budget	39.3%	37.8%	36.2%

A significant portion LPD's revenues are restricted or committed through contracts, statutes, ordinances, and laws. Legacy costs are a major portion of LPD's annual budget.

Division names changed in FY2020 due to program based budgeting.

GENERAL FUND REVENUES – RESTRICTED FUNDS

General Fund

General fund dollars support city services like police, fire, and parks, as well as planning, community development and administrative support services.

The voters of Lansing passed a 1.5 mills property tax exclusively for the police department budget, and another 1.5 mills for the fire department budget. The police department mills for 2019, 2020, and 2021 generated \$3,105,000, \$3,217,500, and \$3,521,250, respectively.

Listed below are the sub funds of the General Fund along with the statutes and laws that govern the use or expenditure of said funds.

Property Taxes – This tax represents approximately 31 % of General Fund revenues. The General Property Tax Act, 1893 PA 206 governs administrative process. See document titled Chapter 23: Limits of Municipal Expenditures.

Income Tax – This tax represents approximately 28% -29% of the General Fund. The City Income Tax Act 284 of 1964, Michigan Uniform City Income Tax Act, and the City of Lansing's Income Tax ordinance provides guidance on the administration of this tax. See document titled Chapter 23: Limits of Municipal Expenditures.

State Revenues – Revenue sharing, personal property tax reimbursement, fire reimbursement grant, liquor license fee. City, Village, and Township Revenue Sharing and County Incentive Program (CVTRS) – A city, village, or township that has a retirement pension benefit system in underfunded status (under Section 5 of 2017 Public Act 202) must allocate, to the local unit's pension unfunded liability, an amount equal to the local unit's FY 2020 eligible CVTRS payment amount less the sum of the local unit's FY 2019 eligible CVTRS and Supplemental CVTRS payment amounts.

Special Revenue Funds – Grants – Federal grants are subject to the provisions of the Code of Federal Regulations (CFR). State grants are subject to state rules. Equitably Shared Funds - Equitably shared funds are federal funds that directly supplement the appropriated resources for law enforcement agencies. Permissible uses of funds include, law enforcement operations and investigations, law enforcement training and education, law enforcement, public safety, and detention facilities, law enforcement equipment, joint law enforcement/public safety operations, contract services, law enforcement travel & per diem, drug gang, and other prevention or awareness programs, etc.

Grants secured by LPD that are restricted funds – JAG, Department of Justice Equitable Revenue Sharing, LPD, Reach, Tri-County Metro, Federal Drug Law Enforcement Special Revenue Fund, Office of Highway Safety Planning (OHSP), Ped-Bike Grant, State/Local Drug Law Enforcement Special Revenue Fund, Asset Forfeiture MSP, OHSP Underage drinking, Stop Violence Against Women, VOCA/CARE

Licenses & Permits – Business Licenses, Building Licenses & permits, non-business licenses, cable franchise fee. Subject to City ordinance and departmental policies.

Charges for Services – Reimbursements, Appeals & Petitions, Code Compliance, Public Safety, Recreation fees. Subject to ordinance and departmental policies.

Fines & Forfeitures – Subject to ordinance and departmental policies.

Interest & Rents – Governed by the ordinance and contracts.

Return on Equity – Board of Water & Light subject to contracts and ordinance.

Other Revenues – Sale of fixed assets, Donations & Contributions, Miscellaneous

***UNLAWFUL EXPENDITURES BY A GOVERNMENTAL UNIT**

Contributions or appropriations, which are not specifically authorized by the Constitution or State Statute, cannot be authorized regardless of the worthiness of the cause. Examples of such prohibited expenditures where there is no contract for specific services to lawful wards or functions of the local unit have been negotiated as follows:

- Contributions to churches, veterans, non-profit organizations.
- Payment of funeral expenses for a person injured on government property.
- Donations to a private ambulance or EMS service not under contract with the governmental unit.
- Donations, including use of property or equipment to Little League, Scouts, Big Brothers/Sisters.
- Donations to community organizations.
- Expenses for private road construction or maintenance.
- Office refreshments, picnics.
- Presents to officials and employees or retirement recognition events.
- Flowers to the sick or departed.
- The foregoing is not intended to be an exhaustive list of legal or illegal expenditures, but is an attempt to explain the most common questions and concerns raised on these issues.

**CITY OF LANSING
ANNUAL BUDGET PROCESS**

Lansing's City Charter and the State of Michigan's Uniform Budgeting and Accounting Act otherwise known as the "Act" or the "UBAA" governs the City of Lansing's budget process. The following language is taken from Lansing's City Charter.

OCTOBER

7-102 Council Budget Priorities

The City Council shall adopt a statement of citywide budget policies and priorities each year and shall transmit it to the Mayor no later than October 1.

7-110 Control of Expenditures

The Director of Finance shall submit to the Mayor and City Council data showing the relationship between the estimated and actual revenues and expenditures to date. If it shall appear that the revenues are less than anticipated, the City Council may, by resolution, reduce appropriations, except amounts required for debts and interest charges, to such a degree as may be necessary to keep expenditures within the revenues.

JANUARY

7-110 Control of Expenditures

The Director of Finance shall submit to the Mayor and City Council data showing the relationship between the estimated and actual revenues and expenditures to date. If it shall appear that the revenues are less than anticipated, the City Council may, by resolution, reduce appropriations, except amounts required for debts and interest charges, to such a degree as may be necessary to keep expenditures within the revenues.

MARCH

7-101 Budget

On or before the fourth Monday in March of each year, the Mayor shall submit to the City Council a proposal for the annual estimate of all City revenues and annual appropriation of expenditures for all City agencies except the Board of Water & Light, for the next fiscal year beginning on July 1.

7-104 Budget Hearing

.1 The budget of the Mayor, together with all supporting schedules, information and messages, shall be a public record and shall be reviewed by the Council as a committee of the whole.

.2 A public hearing on the annual appropriations shall be held in the manner provided by law and at such additional times as the Council shall direct.

APRIL

7-110 Control of Expenditures

The Director of Finance shall submit to the Mayor and City Council data showing the relationship between the estimated and actual revenues and expenditures to date. If it shall appear that the revenues are less than anticipated, the City Council may, by resolution, reduce appropriations, except amounts required for debts and interest charges, to such a degree as may be necessary to keep expenditures within the revenues.

MAY

7-105 Adoption of Budget Resolution

.1 Not later than the third Monday in May of each year, the Council shall, by resolution, adopt a budget for the ensuing fiscal year and make an appropriation of the money needed therefore.

7-106 Item Veto

.1 The Mayor may veto any item, which has the effect of appropriating money contained in any action of the City Council.

.2 The veto procedure in Section 3-305 of this Charter shall control when an item veto has been exercised.

JULY

7-101 Budget

Budget begins July 1.

Section 4: Finance

Chapter 23: Limits of Municipal Expenditures

Municipalities are frequently requested to make donations to various worthy private organizations. Such organizations include chambers of commerce; hospitals; museums; veterans' organizations; community funds; Boy Scouts, Red Cross; and other educational, promotional, or benevolent associations. Frequently, it is difficult for the legislative body of a municipality to refuse such requests. However, it appears clear from Michigan law that such donations are questionable expenditures of public funds.

Generally, a municipality's power to spend money is derived from the state through the Michigan Constitution and state laws. In addition to specific grants of power, cities and villages with home rule authority are also able to rely on the applicable provisions in the Constitution and statutes for the power to spend on municipal concerns. Regardless of the authority, it is generally held, however, that municipalities have the power to expend funds only for a public purpose.

One test for determining a public purpose is whether the expenditure confers a direct benefit of reasonably general character to a significant part of the public. It should be noted that the public purpose test has also been limited to the provision of services for which municipalities exist and the powers they have authority to exercise. With respect to the question raised, neither the Michigan Constitution nor state law grants to municipalities the power to spend public money on employee parties, gifts, etc. Nor can a good argument be made that the expenditures are for a public purpose. Absent a grant of spending authority, and no clear public purpose defined, the expenditure is most likely illegal. Simply put, a municipality cannot give public funds away.

What Is a Public Purpose?

The Michigan Supreme Court has defined the objective of a public purpose:

Generally a public purpose has for its objective the promotion of the public health, safety, morals, general welfare, security, prosperity, and contentment of all the inhabitants or residents within the municipal corporation, the sovereign powers of which are used to promote such public purpose....The right of the public to receive and enjoy the benefit of the use determines whether the use is public or private. (*Hays v City of Kalamazoo*, 316 Mich 443, 453-454 (1947))

The following questions may be helpful in determining whether an expenditure is appropriate:

1. Is the purpose specifically granted by the Michigan Constitution, by statute, or by court decision?
2. Is the expenditure for a public purpose?
3. Is the municipality contracting for services that the municipality is legally authorized to provide?
4. Is the operation or service under the direct control of the municipality?

If you can answer "yes" to these questions, the expenditure is most likely appropriate.

Michigan Constitution of 1963

The following provisions of the Michigan Constitution are the basis for municipal expenditures:

Article 7, Sec. 26.

Except as otherwise provided in this constitution, no city or village shall have the power to loan its credit for any private purpose or, except as provided by law, for any public purpose.

Article 9, Sec. 18.

The credit of the state shall not be granted to, nor in aid of any person, association or corporation, public or private, except as authorized in this constitution. (Note: This applies to all political subdivisions of the state. *Black Marsh Drainage District v Rowe*, 350 Mich 470 (1958)).

Private Purpose Decisions

Expending public funds for a private purpose under Michigan law is illegal. For over a century, the Michigan Supreme Court has considered the limitations on expending public funds and has been consistent in its rulings. Most involve the relationship of a municipality with private businesses.

1. A contract in which the village of Fenton proposed to expend \$1200 to drain a marsh, improve a highway, and construct a dock in order to induce a certain firm to establish a stamemill in the village, was held invalid. *Clee v Sanders*, 74 Mich 692 (1889).
2. Money from a bond issue could not be spent if it appeared that the purpose of the bond issue was actually to provide a fund for paying bonuses to industry for locating in the city. *Bates v Hastings*, 145 Mich 574 (1906).
3. A city-owned building, which was occupied by a manufacturing company, burned down. The city agreed to pay the insurance proceeds to the manufacturer if it would rebuild the building and occupy it for a term of years. The rebuilding, however, was not done on the city-owned property. It was held that payment of the \$5,000, even though not raised by tax money, was unlawful. *McManus v Petoskey*, 164 Mich 390 (1911).

Public Purpose—but Outside Municipal Control

Most of the above cases involve a purpose which is worthy, but private in nature. There is another line of cases that involves an additional concern. If the purpose for which the funds are expended is

public in nature, *but the operation is not under the control of the city or village which is making the contribution*, it may nonetheless still be an illegal expenditure.

In *Detroit Museum of Art v Engel*, 187 Mich 432 (1915) the Supreme Court ruled that Detroit could not pay the salary of the museum director, even though the city had title to the real estate on which the museum was located and had minority representation on its board of directors. One sentence of the opinion which has been much quoted is:

The object and purpose of relator is a public purpose in the sense that it is being conducted for the public *benefit*, but it is not a public purpose within the meaning of our taxing laws, unless it is managed and controlled by the public.

In more recent cases the *Art Museum* doctrine has been applied on a limited basis. *Hays v City of Kalamazoo*, 316 Mich 443 (1947) involved the validity of the payment of membership fees by Kalamazoo to the Michigan Municipal League. The court distinguished the *Art Museum* case by saying that, contrary to the payment of dues to the League, the transaction with the Museum did not “involve the right of a municipality to avail itself of, and to pay for, information and services of benefit to the city in its governmental capacity.”

In 1957, the Michigan Supreme Court held that Detroit could properly transfer to Wayne County certain city park land to facilitate the construction of a home for neglected and abandoned children. In sustaining the right of the city to assist the project in the manner indicated, the court noted that two-thirds of the population of the county resided in the city of Detroit, and that the proposed institution would provide care for children from within the city. The court held that the city was aiding in the accomplishment of a purpose that it might itself have accomplished directly under its charter. *Brozowski v City of Detroit*, 351 Mich 10 (1957).

Opinions of the Attorney General

There are numerous opinions by the Attorney General regarding municipal expenditures. The following are offered as examples.

- Money raised under the special tax for advertising can be used to advertise the city's advantage for factory location, but not to buy land to be given for a factory, to build a factory for sale or rent, or to give a bonus for locating a factory in the city (1927-28 AGO p. 672).
- In a park owned by the American Legion which had installed a lighting system and held ball games open to the public, it would be unlawful for a village to assume the cost of the electricity used by the park up to \$100 per year, even though the majority of the village taxpayers had signed a petition requesting such payment (1935-36 AGO p. 5).

Expansion of Public Purpose

The Attorney General has said that a county may not use federal revenue sharing funds to make a grant to a private nonprofit hospital (1973 AGO No. 4851). The Attorney General concluded that since it could not expend its own funds as contemplated, it could not disburse federal funds for that purpose. The Attorney General suggested that the county might obtain social service and medical service needs by contract. In a later opinion the Attorney General concluded a county could not expend federal revenue sharing funds for loans to private businesses unless the federal statute expressly authorized such expenditure (1987 AGO No. 6427).

Considerable use has been made of the authority to contract with private nonprofit agencies to perform services on behalf of a city or village. 1977 AGO No. 5212 specifically recognized the validity of this procedure. The state legislature subsequently amended section 3 (j) of the Home Rule City Act as follows:

In providing for the public peace, health, and safety, a city may expend funds or enter into contracts with a

private organization, the federal or state government, a county, village, township, or another city for services considered necessary by the municipal body vested with legislative power. Public peace, health, and safety services may include, but shall not be limited to, the operation of child guidance and community mental health clinics, the prevention, counseling, and treatment of developmental disabilities, the prevention of drug abuse, and the counseling and treatment of drug abusers. 1978 PA 241.

In addition, there have been other expansions of a municipality's spending power with respect to a downtown development authority, MCL 125.1651 et seq. (1975 PA 195); public economic development corporation, MCL 125.1601 et seq. (1974 PA 338); empowerment zone development corporation, MCL 125.2561 et seq. (1995 PA 75); enterprise community development corporation, MCL 125.2601 et seq. (1995 PA 123); and brownfield redevelopment financing, MCL 125.2651 et seq. (1996 PA 381). Each law allows money and resources to be used for economic growth under the control or oversight of the municipality's governing body.

Specific Authorizations Granted by Law

As a public decision maker, you have a legal duty to make sound financial decisions. Whenever a question arises that does not easily match statutory law, or meet the public purpose analysis, the expenditure is likely improper. Remember, if the question cannot be resolved, your village attorney is the best resource for legal advice. You may also wish to consult the state of Michigan Department of Treasury website (treas.state.mi.us/localgov/Audit/lawfulex.htm) for guidelines.

Statutory Authorizations for Expenditure

Listed below are several specific statutory authorizations for public expenditures:

- Cultural activities (Home Rule City Act). MCL 117.4k.
- Water supply authority. MCL 121.2.

Limits of Municipal Expenditures

- Public utility. MCL 123.391.
- Exhibition area. MCL 123.651.
- Memorial Day/Independence Day/Centennial celebrations. MCL 123.851.
- Band. MCL 123.861.
- Publicity/Advertising. MCL 123.881.
- Principal shopping district. MCL125.981.

