



**AGENDA**  
**Committee on Ways and Means**  
**Friday, November 6<sup>th</sup>, 2020 @ 8:30 a.m.**

Access the meeting via: <https://us02web.zoom.us/j/83778623127>; ID: 837 7862 3127 Dial in: (301) 715 8592  
email comments prior to the meeting at [sherrie.boak@lansingmi.gov](mailto:sherrie.boak@lansingmi.gov)

All Council Members will participate virtually. They may be contacted prior at [city.council@lansingmi.gov](mailto:city.council@lansingmi.gov) or (517) 483-4177

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

**1. Call to Order**

**2. Public Comment on Agenda Items**

**3. Minutes**

- October 16, 2020

**4. Discussion/Action:**

- A.) RESOLUTION- Grant Request; Reapprove Michigan Natural Resources Trust Fund, 1624 E Cavanaugh Road
- B.) RESOLUTION – Grant Request; Reapprove Michigan Natural Resources Trust Fund, 700 River Street
- C.) RESOLUTION – Grant Request; Reapprove Michigan Natural Resources Trust Fund, 342 E St Joseph
- D.) RESOLUTION – Donation Acceptance; First Annual Ron Seyka Memorial Golf Outing
- E.) RESOLUTION – Funding Acceptance; Ingham County Parks and Trails Millage Funds
- F.) RESOLUTION – Grant Acceptance; STOP Violence Against Women Grant from Michigan Department of Health and Human Services
- G.) RESOLUTION – Grant Acceptance; Michigan State Police Automobile Theft Prevention Authority (ATPA) Grant
- H.) RESOLUTION – Grant Acceptance; Victims of Crime Act (VOCA) Capital Area Response Effort (CARE) Grant from Michigan Crime Victims Service Commission
- I.) RESOLUTION – Grant Acceptance; Sobriety Court Grant

J.) RESOLUTION – Grant Acceptance; 2020 Lead Hazard Control Grant; Department of Housing and Urban Development

K.) RESOLUTION – Grant Acceptance; Michigan Department of Treasury’s Public Safety and Public Health Payroll Reimbursement Program (PSPHPR)

L.) RESOLUTION –Grant Acceptance; State of Michigan Coronavirus Relief Local Government Grant (CRLGG)

**5. Other**

**6. Adjourn**

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 virtually in accordance with the Open Meetings Act, as amended 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. To provide input or ask questions on any item that is listed on the agenda, members of the public may contact the email address listed above under the meeting link.

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

Monday, October 26, 2020 @ 4:15 p.m.

<https://us02web.zoom.us/j/81646991743>; ID 816 4699 1743 Dial In: (646) 876 9923

Held virtually in an effort to protect the health and safety of the public & to mitigate the spread of COVID 19

### **CALL TO ORDER**

The meeting was called to order at 4:18 p.m.

### **Members Present via audio/video**

Council Member Carol Wood, Chair remotely from Lansing, Michigan

Council Member Peter Spadafore, Vice Chairperson remotely from Lansing, Michigan

Council Member Brian T Jackson, Member - unexcused

### **OTHERS PRESENT**

Sherrie Boak, City Council Office Manager

Joe Abood, Chief Deputy City Attorney

Joe McClure, LPD

Chris Swope, City Clerk

Mary Hemstreet

Bill Heighland

Mike Tobin, LFD

### **Minutes**

MOTION BY COUNCIL MEMBER SPADAFORE TO APPROVE THE MINUTES FROM OCTOBER 2, 2020 AS PRESENTED. ROLL CALL VOTE, MOTION CARRIED 2-0.

### **Public Comment**

Ms. Hemstreet spoke on the issues with the current retiree healthcare changes proposed by the Administration. She asked how far along the City was in the process, what the opt-out options are and noted she has not received any information. Council Member Wood noted that there will be another Committee meeting dedicated to this topic.

Mr. Heighland spoke on his concerns with the recent proposed retiree healthcare changes.

### **Discussion/Action:**

#### **RESOLUTION – Grant Acceptance- CTCL Elections Grant Amendment**

Mr. Swope outlined for the Committee that this is an amendment to a grant that has been approved, providing an increase to address facility improvements at the South Washington Complex. These facility improvements will include improvements to heating and ventilation

## DRAFT

concerns. In addition funding will be used for the recent drive thru voting. Council Member Wood asked Mr. Swope if there was a City match and was informed there was not. Council Member Wood then asked if there were any funds going towards temporary staff payments. Mr. Swope stated it is, but he has been offering overtime to his full time employees as well before temporary employees. Council Member Spadafore asked if the heating and ventilation equipment would be rented or purchased. Mr. Swope stated some of the ventilation portions will be installed permanently, but the hearing unit itself is rented and sitting outside the building with a propane tank.

MOTION BY COUNCIL MEMBER SPADAFORE TO APPROVE THE RESOLUTION FOR THE GRANT ON CTCL ELECTIONS GRANT AMENDMENT. ROLL CALL VOTE, MOTION CARRIED 2-0.

### RESOLUTION – Grant Acceptance – DUI and Seat Belt Overtime Traffic Enforcement

Mr. McClure informed the Committee that the fund is \$55,803 focused on overtime for DUI and Seatbelt traffic stops. Historically he noted that from 2014-2019 there were 7,724 Michigan traffic crash that there were injuries or death, 3,787 of no seatbelt use in that same time period. The City of Lansing will administer the grant and \$16,024 will go to MSU Law Enforcement, \$16,332 to East Lansing Law Enforcement and the remaining \$23,447 to the Lansing Police Department. Council Member Wood asked if there is a City match and was told by Mr. McClure there is no match. Council Member Spadafore if the funds will also address the fringe, FICA and benefits in the overtime. Mr. McClure stated that the costs will include FICA, Retirement and Fringes, but for the LPD there are no social security but Medicare. Mr. McClure then concluded his presentation by outlining that the number of hours for the grant would be 208 hours for the LPD, MSU is 223 hours and East Lansing is 221 hours. For the seat belt enforcement the LPD has 53 hours, MSU has 57 hours and East Lansing 57 hours. As the nationwide effort, there is a specific time period of October 30<sup>th</sup> through November 1<sup>st</sup>. Council Member Wood asked, based on the policy LPD has adopted, how would this impact the policy on stops. Mr. McClure stated this is for primary stop issues. Lastly, Council Member Wood asked if the City had received this grant before, and Mr. McClure confirmed they had it last year, but last year it was administrated by the East Lansing.

MOTION BY COUNCIL MEMBER SPADADFORE TO APPROVE THE RESOLUTION FOR THE GRANT ACCEPTANCE OF THE DUI AND SEAL BELT OVERTIME TRAFFIC ENFORCEMENT. ROLL CALL VOTE, MOTION CARRIED 2-0.

### OTHER

Council Member Wood noted for the record that there was a COVID grant that was referred to Committee, however she was informed that it was withdrawn because it was not the grant acceptance but a grant application. Once the grant is granted, it will come to the City Council for grant acceptance.

Council Member Wood then stated to the public there will be a future Committee on Ways and Means strictly dedicated to the City retiree questions on their benefits.

Council Member Spadafore noted to Council Member Wood that Council this afternoon received emails from the auditors on their annual questions.

### ADJOURN

Adjourned at 4:40 p.m.

Submitted by,

Sherrie Boak, Council Office Manager, Lansing City Council

Approved by the Committee on \_\_\_\_\_

**RESOLUTION #2020-**  
BY THE COMMITTEE ON WAYS AND MEANS  
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

Authorizing Michigan Natural Resources Trust Fund (MNRTF)  
Land Acquisition Grant  
Acquisition of Parcel 33-01-01-34-425-011

WHEREAS, on March 25, 2019 the City Council adopted Resolution 2019-090, approving submission of grant application to the Michigan Natural Resources Trust Fund (MNRTF), and accepting the terms of the grant as received from MNRTF, related to acquisition of parcel 33-01-01-34-425-011; and

WHEREAS, Resolution 2019-090 omitted the MNRTF Account Number, and MNRTF requires the same to be stated on the accepting resolution; and

WHEREAS, on March 23, 2015 the City Council adopted Resolution #2015-077 the City of Lansing Parks and Recreation Five Year Master Plan for 2015 - 2020 which states as a goal to acquire land; and

WHEREAS, MNRTF will be accepting grant applications for the next grant cycle no later than April 1, 2019; and

WHEREAS, MNRTF requires a resolution from the governing body of the applicant supporting the application, acknowledging the required match and committing to the amount and source of match that are specified in the application; and

WHEREAS, the Parks and Recreation Director is recommending the City apply for grant funding to acquire parcel #33-01-01-34-425-011, 1624 E. Cavanaugh Road, Lansing, MI 48910 currently owned by Mary C. Boegner, for park purposes; and

WHEREAS, the amounts and sources of the project funding are as follows:

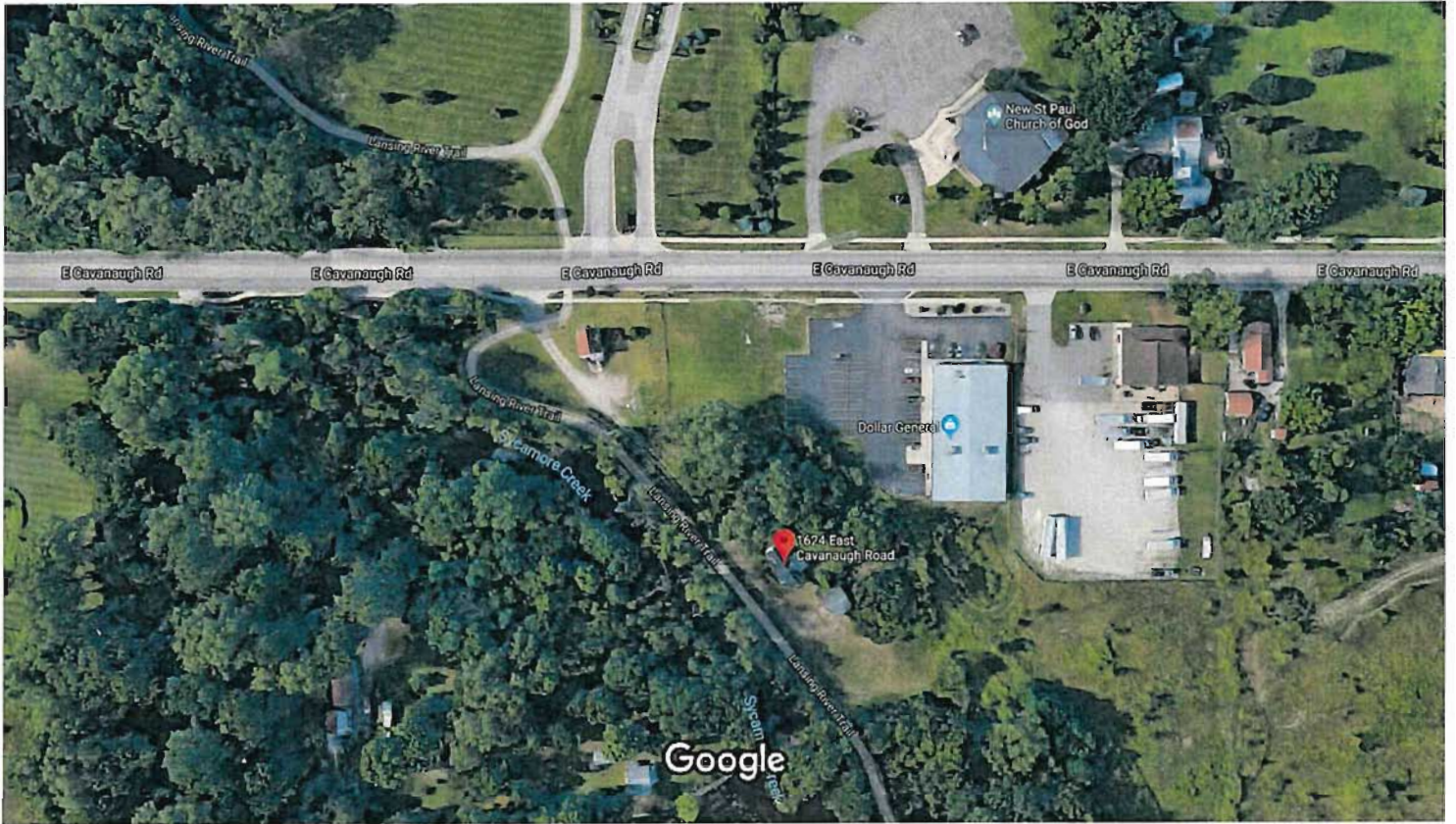
Total Project Cost	\$100,000.00
Amount Requested from the MNRTF (75% grant)	\$75,000.00
Amount Requested from local sources (25%)	\$25,000.00

WHEREAS, sufficient funds for the local match are currently available in the Park Acquisition and Development account; and

NOW, THEREFORE BE IT RESOLVED, the Lansing City Council re-approves the submission of the grant to the Michigan Natural Resources Trust Fund (TF19-0003).

BE IT FINALLY RESOLVED the City of Lansing, Michigan, will accept the terms of the grant as received from the MNRTF.

Google Maps 1624 E Cavanaugh Rd



Imagery ©2019 Google, Map data ©2019 Google 50 ft



# 1624 E Cavanaugh Rd

Lansing, MI 48910



Directions



Save



Nearby



Send to your phone



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## Photos



## LANSING CITY COUNCIL

### GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE: March 22, 2019

GRANT NAME: Grant Acceptance – Land Acquisition Parcel 33-01-01-34-425-011 (1624 E. Cavanaugh)

DEPARTMENT: Parks and Recreation

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Brett Kaschinske, Director, 483-4042

APPLICATION DATE                      AWARD DATE:

GRANT CYCLE: 2019                      Check One:  Annual     One-Time

FUND AMOUNT: \$100,000.00 (Breakdown below should total this amount)

GOODS & SERVICES

PERSONNEL

CONSTRUCTION

LAND    \$75,000.00

OTHER (Training)

CITY MATCH (IF APPLICABLE): \$25,000.00

GRANT PAYS FOR: Land Acquisition

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

MNRTF Grant application for acquisition of land contiguous with current park land and for future access

**RESOLUTION #2020-**

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

Authorizing Michigan Natural Resources Trust Fund (MNRTF)  
Land Acquisition Grant  
Acquisition of Parcel 33-01-01-21-202-011

WHEREAS, on March 25, 2019 the City Council adopted Resolution 2019-092, approving submission of grant application to the Michigan Natural Resources Trust Fund (MNRTF), and accepting the terms of the grant as received from MNRTF, related to acquisition of parcel 33-01-01-21-202-011; and

WHEREAS, Resolution 2019-092 omitted the MNRTF Account Number, and MNRTF requires the same to be stated on the accepting resolution; and

WHEREAS, on March 23, 2015 the City Council adopted Resolution #2015-077 the City of Lansing Parks and Recreation Five Year Master Plan for 2015 - 2020 which states as a goal to acquire land; and

WHEREAS, MNRTF will be accepting grant applications for the next grant cycle no later than April 1, 2019; and

WHEREAS, MNRTF requires a resolution from the governing body of the applicant supporting the application, acknowledging the required match and committing to the amount and source of match that are specified in the application; and

WHEREAS, the Parks and Recreation Director is recommending the City apply for grant funding to acquire parcel #33-01-01-21-202-011, 700 River Street, Lansing, MI 48933 currently owned by Judith Morella, for park purposes; and

WHEREAS, the amounts and sources of the project funding are as follows:

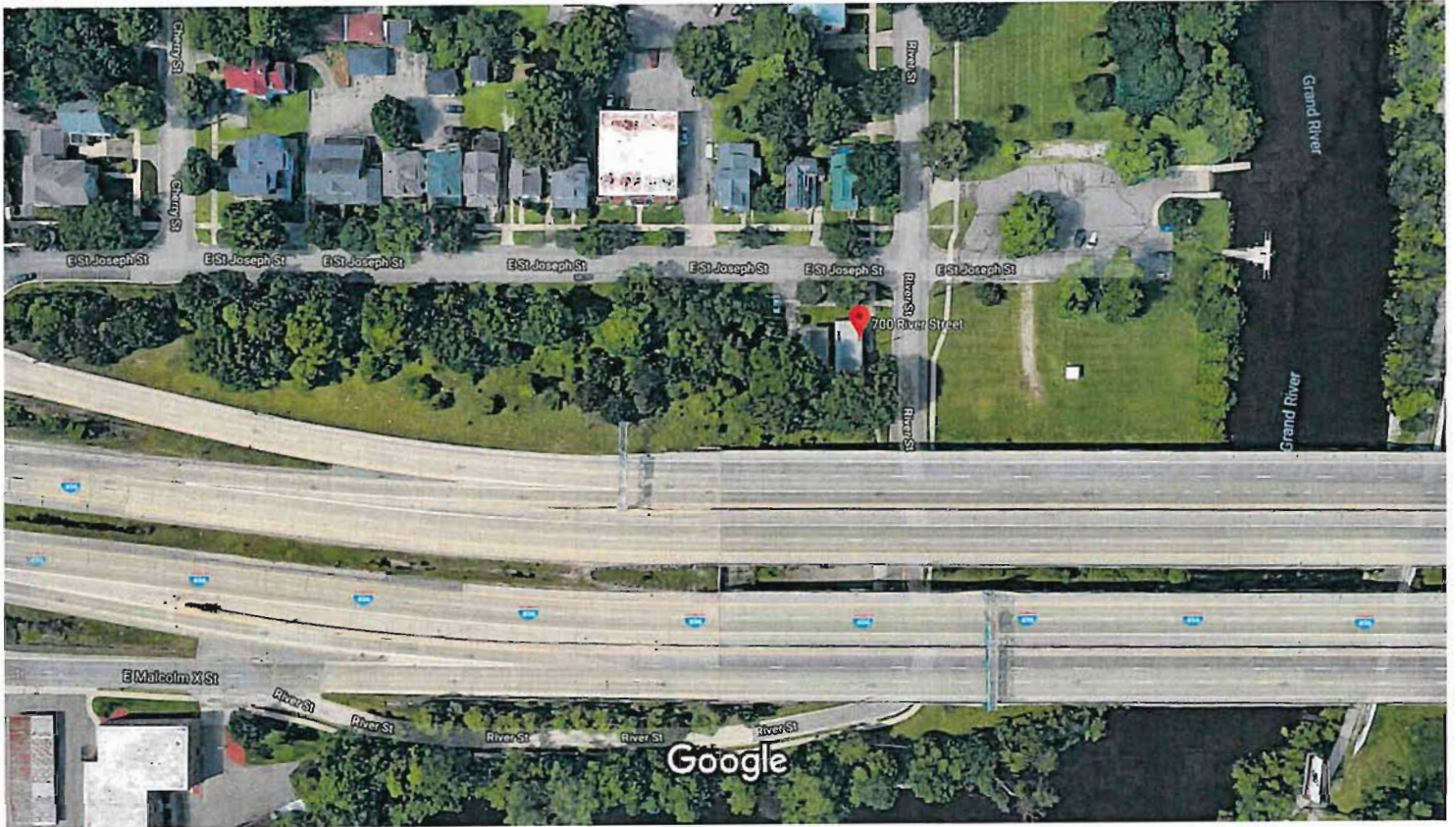
Total Project Cost	\$80,000.00
Amount Requested from the MNRTF (75% grant)	\$60,000.00
Amount Requested from local sources (25%)	\$20,000.00

WHEREAS, sufficient funds for the local match are currently available in the Park Acquisition and Development account.

NOW, THEREFORE BE IT RESOLVED, the Lansing City Council re-approves the submission of the grant to the Michigan Natural Resources Trust Fund (TF19-0025).

BE IT FINALLY RESOLVED the City of Lansing, Michigan, will accept the terms of the grant as received from the MNRTF.

Google Maps 700 River St



Imagery ©2019 Google, Map data ©2019 Google 50 ft



# 700 River St

Lansing, MI 48933



Directions



Save



Nearby



Send to your phone



Share

Photos



## LANSING CITY COUNCIL

### GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE: March 22, 2019

GRANT NAME: Grant Acceptance – Land Acquisition Parcel 33-01-01-21-202-011 (700 River St.)

DEPARTMENT: Parks and Recreation

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Brett Kaschinske, Director, 483-4042

APPLICATION DATE                      AWARD DATE:

GRANT CYCLE: 2019                      Check One:  Annual     One-Time

FUND AMOUNT: \$80,000.00 (Breakdown below should total this amount)

GOODS & SERVICES

PERSONNEL

CONSTRUCTION

LAND                                      \$60,000.00

OTHER (Training)

CITY MATCH (IF APPLICABLE): \$20,000.00

GRANT PAYS FOR: Land Acquisition

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

MNRTF Grant application for acquisition of adjacent land for park use in flood area.

**RESOLUTION #2020-**

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

Authorizing Michigan Natural Resources Trust Fund (MNRTF)  
Land Acquisition Grant  
Acquisition of Parcel 33-01-01-21-202-001

WHEREAS, on March 25, 2019 the City Council adopted Resolution 2019-091, approving submission of grant application to the Michigan Natural Resources Trust Fund (MNRTF), and accepting the terms of the grant as received from MNRTF, related to acquisition of parcel 33-01-01-21-202-001; and

WHEREAS, Resolution 2019-091 omitted the MNRTF Account Number, and MNRTF requires the same to be stated on the accepting resolution; and

WHEREAS, on March 23, 2015 the City Council adopted Resolution #2015-077 the City of Lansing Parks and Recreation Five Year Master Plan for 2015 - 2020 which states as a goal to acquire land; and

WHEREAS, MNRTF will be accepting grant applications for the next grant cycle no later than April 1, 2019; and

WHEREAS, MNRTF requires a resolution from the governing body of the applicant supporting the application, acknowledging the required match and committing to the amount and source of match that are specified in the application; and

WHEREAS, the Parks and Recreation Director is recommending the City apply for grant funding to acquire parcel #33-01-01-21-202-001, 342 E. St. Joseph Street, #1, Lansing, MI 48933 currently owned by Jonathan Graves, for park purposes; and

WHEREAS, the amounts and sources of the project funding are as follows:

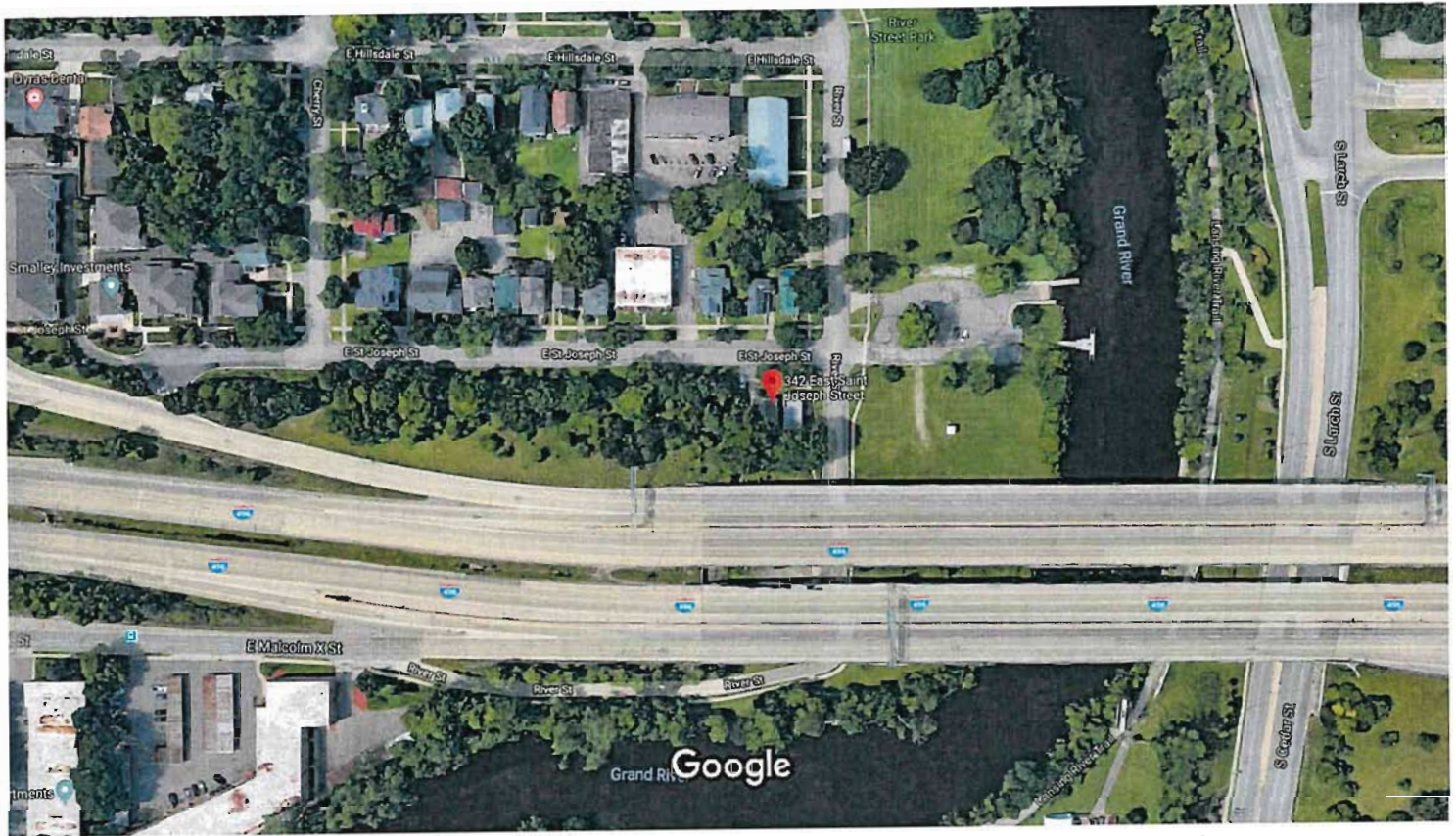
Total Project Cost	\$100,000.00
Amount Requested from the MNRTF (75% grant)	\$75,000.00
Amount Requested from local sources (25%)	\$25,000.00

WHEREAS, sufficient funds for the local match are currently available in the Park Acquisition and Development account.

NOW, THEREFORE BE IT RESOLVED, the Lansing City Council re-approves the submission of the grant to the Michigan Natural Resources Trust Fund (TF19-0024).

BE IT FINALLY RESOLVED the City of Lansing, Michigan, will accept the terms of the grant as received from the MNRTF.

# Google Maps 342 E St Joseph St



Imagery ©2019 Google, Map data ©2019 Google 100 ft



## 342 E St Joseph St

Lansing, MI 48933



Directions



Save



Nearby



Send to your phone



Share

Photos



LANSING CITY COUNCIL

GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE: March 22, 2019

GRANT NAME: Grant Acceptance – Land Acquisition Parcel 33-01-01-21-202-001 (342 E. St. Joseph St, #1.)

DEPARTMENT: Parks and Recreation

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Brett Kaschinske, Director, 483-4042

APPLICATION DATE                      AWARD DATE:

GRANT CYCLE: 2019                      Check One:  Annual     One-Time

FUND AMOUNT: \$100,000.00 (Breakdown below should total this amount)

GOODS & SERVICES

PERSONNEL

CONSTRUCTION

LAND    \$75,000.00

OTHER (Training)

CITY MATCH (IF APPLICABLE): \$25,000.00

GRANT PAYS FOR: Land Acquisition

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

MNRTF Grant application for acquisition of adjacent land for park use in flood area.

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

WHEREAS, deceased Retired Detective Ronald Seyka serviced on the Lansing Police Department's Special Tactics and Rescue Team (START) from 1996 through 2010; and

WHEREAS, Detective Seyka's position in the department was a volunteer assignment that required hours of additional training per month as well as call backs in the middle of the night; and

WHEREAS, Detective Seyka participated in the safe resolution of 107 high risk incidents; and

WHEREAS, on March 5, 2020, Detective Seyka lost his battle with cancer; and

WHEREAS, on July 24, 2020, Detective Seyka's family, along with Mr. Chaz King, a family friend, hosted the First Annual Ron Seyka Memorial Golf Outing at Eldorado Golf Course in Mason, Michigan in honor of Detective Seyka; and

WHEREAS, on April 22, 2020, Detective Seyka's family, along with Mr. Chaz King contacted the START Commander, Sgt. Kevin Schlagel and agreed that a portion of the funds raised from the golf outing would be donated to START for the purchase of protective equipment; and

WHEREAS, on September 1, 2020, Mr. King notified Sgt. Kevin Schlagel that START would receive a donation of \$6,367.26 as a result of the golf outing; and

WHEREAS, START intends to use the donation to purchase movable ballistic shields that can be placed on a wheel system and used for moving through long hallways; and

WHEREAS, the movable ballistic shields are purely a protective system that provides no additional offensive capabilities.

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council approves acceptance of this donation from the First Annual Ron Seyka Memorial Golf Outing in the amount of \$6,367.26; and

BE IT FINALLY RESOLVED, that 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 awarded grant funds.

**RESOLUTION #2020-**  
**BY THE COMMITTEE**  
**RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING**

WHEREAS, in November 2014, the Ingham County electorate approved a countywide trails and parks millage level of 50/100 (.50) of one mill to be used for the purpose of creating and maintaining a county system of recreational trails and adjacent parks trail system, which may incorporate trails or parks created by local units of government, including Lansing's River Trail, and may acquire rights of way to connect and extend existing trails; and

WHEREAS, the Ingham County Board of Commissioners Resolution #19-349 approved a fifth round of applications that would address new construction as identified as regional priority corridors in figure 24 of the Ingham County Trails and Parks Comprehensive Report, and special projects (including blue ways) as well as repairs, rehabilitation, and long-term maintenance projects; and

WHEREAS, the Parks & Recreation Department of the City of Lansing received approval from the Ingham County Board of Commissioners for up to \$1,962,295.16 in trails and parks millage funding; and

WHEREAS, the funding will be used for nine (9) projects within the trail system within the City of Lansing as follows;

RT Saginaw to Oakland Extension	\$ 142,200.00
Volunteer Trail Ambassador/Coordinator	\$ 15,000.00
Bridges (#11,12, 24, 25, 26,and 28)	\$1,086,206.16
Bear Lake U127 Pathway (Phase 1)	\$ 718,889.00

And

WHEREAS, the Parks and Recreation Department is requesting acceptance of the Ingham County trails and parks millage funding; and

WHEREAS, the City of Lansing recognizes the importance of the continued maintenance of these and other enhancements and has committed to implementing a maintenance plan/program over the design life of the facilities and has budgeted specific monies to ensure the continued maintenance of the enhancements; and

WHEREAS, the Administration and the City Council recognize the importance and need for safe recreation and non-motorized transportation facilities;

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council, hereby, approves acceptance of the Ingham County parks and trails millage funding.

BE IT FINALLY RESOLVED, the Administration is authorized to receive the funds, create the necessary accounts, and make necessary transfers for their administration in accordance with the requirements of the grantor.



## LANSING CITY COUNCIL

### GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE: November, 2020

GRANT NAME: STOP Violence Against Women 2021

DEPARTMENT: Police

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Joe McClure ([Joe.Mcclure@Lansingmi.gov](mailto:Joe.Mcclure@Lansingmi.gov) 484-4808)

APPLICATION DATE: July 2020 AWARD DATE: August 6, 2020

GRANT CYCLE: 10/1/2020 – 09/30/2021 Check One: \_\_\_ Annual  One-Time

FUND AMOUNT: \$131,743.00 (Breakdown below should total this amount)

GOODS & SERVICES	\$0.00
PERSONNEL	\$131,743.00
CONSTRUCTION	<u>\$0.00</u>
LAND	\$0.00
OTHER (Training)	<u>\$0.00</u>

CITY MATCH (IF APPLICABLE): 25% (\$32,936 of the \$131,743 grant amount)

GRANT PAYS FOR: Salary and fringes of one (1) Detective through September 30, 2021

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

The purpose of this grant will be used to fund the salaries and fringes of one (1) detective dedicated to investigating crimes related to domestic violence and stalking. Allowable uses are for salaries and fringes.

## STOP Violence Against Women Grant - 2021

### Facesheet

FOR OFFICE USE ONLY:

Version # \_\_\_\_\_

APP # 731744

#### 1. Demographic Information

- a. Demographic Information Name            Lansing City
- b. Organizational Unit                        CV0047782
- c. Address                                        124 W. Michigan Ave.
- d. Address 2
- e. City    Lansing    State MI    Zip 48933-2500
- f. Federal ID Number                            38-6004628                                      Reference No.                                      069835882
- g. Demographic Information fiscal year (beginning month and day)    July-01
- h. Agency Type
- Native American Tribes                       Public
1. Select the appropriate radio button to indicate the agency method of accounting.
- Accrual
- Cash
- Modified Accrual

#### 2. Program / Service Information

- a. Program / Service Information Name    STOP Violence Against Women Grant - 2021
- b. Is implementing agency same as Demographic Information     Yes     No
- c. Implementing Agency Name
- d. Project Start Date                              Oct-01-2020    End Date    Sep-30-2021
- e. Amount of Funds Allocated                      \$98,807.00    Project Cost    \$131,743.00

FOR OFFICE USE ONLY: Version # \_\_\_\_\_

APP # 731744

**3. Certification / Contacts Information**

a. Project Director

Name Robert Backus  
Title Program Director  
Mailing Address 120 W Michigan  
City Lansing State mi Zip 48933-1604  
Telephone (517) 483-6883 Fax  
E-mail Address robert.backus@lansingmi.gov

b. Authorized Official

Name Daryl Green  
Title Program Director  
Mailing Address 120 W. Michigan ave  
City Lansing State MI Zip 48933  
Telephone (517) 483-6803 Fax (517) 377-0035  
E-mail Address dgreen@lansingmi.gov

c. Financial Officer

Name Joe McClure  
Title Financial Officer  
Mailing Address 120 Michigan Ave  
City Lansing State MI Zip 48933  
Telephone (517) 483-4808 Fax  
E-mail Address joe.mcclure@lansingmi.gov

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## Certifications

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Version # \_\_\_\_\_

APP # 731744

### 4. Assurances and Certifications

#### A. SPECIAL CERTIFICATIONS

- a  By checking this box, the individual or officer certifies that he or she is authorized to approve this grant application for submission to the Department of Health and Human Services on behalf of the responsible governing board, official or Contractor.
  
- b  By checking this box, the individual or officer certifies that he or she is authorized to sign the agreement on behalf of the responsible governing board, official or Contractor.

## Narrative

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Version # \_\_\_\_\_

APP # 731744

### 5. Program Synopsis

Just as the FY 20 program, the Lansing Police Department will designate a detective to be assigned to the Domestic Violence Specialty Court in Ingham County. This court will work in conjunction with the Ingham County Prosecutor's Officer and District Court 54A Probation.

### 6. Program Target Area

Counties project will serve (check all that apply):

- |   |                                       |  |
|---|---------------------------------------|--|
| <input type="checkbox"/> Alcona         | <input type="checkbox"/> Alger        | <input type="checkbox"/> Allegan           |
| <input type="checkbox"/> Alpena         | <input type="checkbox"/> Antrim       | <input type="checkbox"/> Arenac            |
| <input type="checkbox"/> Baraga         | <input type="checkbox"/> Barry        | <input type="checkbox"/> Bay               |
| <input type="checkbox"/> Benzie         | <input type="checkbox"/> Berrien      | <input type="checkbox"/> Branch            |
| <input type="checkbox"/> Calhoun        | <input type="checkbox"/> Cass         | <input type="checkbox"/> Charlevoix        |
| <input type="checkbox"/> Cheboygan      | <input type="checkbox"/> Chippewa     | <input type="checkbox"/> Clare             |
| <input type="checkbox"/> Clinton        | <input type="checkbox"/> Crawford     | <input type="checkbox"/> Delta             |
| <input type="checkbox"/> Dickinson      | <input type="checkbox"/> Eaton        | <input type="checkbox"/> Emmet             |
| <input type="checkbox"/> Genesee        | <input type="checkbox"/> Gladwin      | <input type="checkbox"/> Gogebic           |
| <input type="checkbox"/> Grand Traverse | <input type="checkbox"/> Gratiot      | <input type="checkbox"/> Hillsdale         |
| <input type="checkbox"/> Houghton       | <input type="checkbox"/> Huron        | <input checked="" type="checkbox"/> Ingham |
| <input type="checkbox"/> Ionia          | <input type="checkbox"/> Iosco        | <input type="checkbox"/> Iron              |
| <input type="checkbox"/> Isabella       | <input type="checkbox"/> Jackson      | <input type="checkbox"/> Kalamazoo         |
| <input type="checkbox"/> Kalkaska       | <input type="checkbox"/> Kent         | <input type="checkbox"/> Keweenaw          |
| <input type="checkbox"/> Lake           | <input type="checkbox"/> Lapeer       | <input type="checkbox"/> Leelanau          |
| <input type="checkbox"/> Lenawee        | <input type="checkbox"/> Livingston   | <input type="checkbox"/> Luce              |
| <input type="checkbox"/> Mackinac       | <input type="checkbox"/> Macomb       | <input type="checkbox"/> Manistee          |
| <input type="checkbox"/> Marquette      | <input type="checkbox"/> Mason        | <input type="checkbox"/> Mecosta           |
| <input type="checkbox"/> Menominee      | <input type="checkbox"/> Midland      | <input type="checkbox"/> Missaukee         |
| <input type="checkbox"/> Monroe         | <input type="checkbox"/> Montcalm     | <input type="checkbox"/> Montmorency       |
| <input type="checkbox"/> Muskegon       | <input type="checkbox"/> Newaygo      | <input type="checkbox"/> Oakland           |
| <input type="checkbox"/> Oceana         | <input type="checkbox"/> Ogemaw       | <input type="checkbox"/> Ontonagon         |
| <input type="checkbox"/> Osceola        | <input type="checkbox"/> Oscoda       | <input type="checkbox"/> Otsego            |
| <input type="checkbox"/> Ottawa         | <input type="checkbox"/> Presque Isle | <input type="checkbox"/> Roscommon         |
| <input type="checkbox"/> Saginaw        | <input type="checkbox"/> St. Clair    | <input type="checkbox"/> St. Joseph        |
| <input type="checkbox"/> Sanilac        | <input type="checkbox"/> Schoolcraft  | <input type="checkbox"/> Shiawassee        |
| <input type="checkbox"/> Tuscola        | <input type="checkbox"/> Van Buren    | <input type="checkbox"/> Washtenaw         |
| <input type="checkbox"/> Wayne          | <input type="checkbox"/> Wexford      | <input type="checkbox"/> Out Wayne         |

## Work Plan

FOR OFFICE USE ONLY: Version # \_\_\_\_\_ APP # \_\_\_\_\_

### 7. Workplan

- Objective :** • Implement a Focused Deterrence model for Domestic Violence Offenders
- Activity :** o Add one (1) investigator position assigned specifically to IPV incidents with an increased responsibility to offender lethality assessment and offender history  
o Introduce the High Point IPV model into investigations which identify offenders based on an assessment
- Responsible Staff :** Capt. Rob Backus
- Date Range :** 10/01/2020 - 09/30/2021
- Expected Outcome :** Prioritizing cases based on offenders and lethality assessments for most intense prosecution and supervision
- Measurement :** Incident conviction records, supervision tracking and specific successful investigative efforts
- 
- Objective :** • Create a three tiered offender/incident system to address victim safety, repeat offenders
- Activity :** Add one (1) prosecutor as part of a three (3) person Domestic IPV Unit to operate in the District's specialty Domestic Court. A tiered system uses prior history and lethality assessments to identify the appropriate tier which correlates to a investigation, prosecution, specialty court and supervision strategy.
- Responsible Staff :** APA Alysh Gallagher
- Date Range :** 10/01/2020 - 09/30/2021
- Expected Outcome :** A Domestic Violence Unit which reviews cases and determines which court is appropriate (specialty DV court or vertical prosecution)
- Measurement :** Conviction success rate. Recidivism of offenders
- 
- Objective :** • Intensify offender pre-trial and post-conviction efforts
- Activity :** Research lethality factors present.  
Utilize previous history to identify appropriate deterrence model.  
o Dedicated time for deeper, more comprehensive investigation.  
o Monitor pre-trial behavior for inculpatory statements, violations of bond or protection orders and additional criminal activities.  
o Conduct more frequent face-to-face supervision efforts to include contact at residence and work for compliance.
- Responsible Staff :** Capt Rob Backus
- Date Range :** 10/01/2020 - 09/30/2021
- Expected Outcome :** The supervision will result in initial violations and less violations for individual moving forward once exposed to focused deterrence methods resulting in less recidivism
- Measurement :** Number of home visits  
number of pre-trial and post-conviction violations

Budget Detail for STOP Violence Against Women Grant - 2021  
 Agency: Lansing City  
 Application: STOP Violence Against Women Grant - 2021

9/28/2020

**Budget**

FOR OFFICE USE ONLY:		Version # _____	APP # 731744				
Line Item	Qty	Rate	Units	UOM	Total	Amount	
<b>DIRECT EXPENSES</b>							
<b>Program Expenses</b>							
<b>1</b>	<b>Salary &amp; Wages</b>						
Principle Investigator Notes : 9 month salary and fringe=111,158 25% match=\$37,053 Wage-54,023 / .75=72,031 72,031 x .25=18008 (local match) 54,023-18008=36015 (state funds)  This position is the law enforcement detective	1.0000	66816.000	0.000	FTE	66,816.00	50,112.00	
<b>2</b>	<b>Fringe Benefits</b>						
All Composite Rate Notes : 9 month salary and fringe=111,158 25% match=\$37,053  Fringe-57,135 / .75=76,180 76,180 x .25=19045 (local match) 57,135-19045=38090 (state funds)	0.0000	97.170	66817.000		64,927.00	48,695.00	

Attachment : [Budget Plan.pdf](#)

Budget Detail for STOP Violence Against Women Grant - 2021  
 Agency: Lansing City  
 Application: STOP Violence Against Women Grant - 2021

9/28/2020

	Line Item	Qty	Rate	Units	UOM	Total	Amount
	Law Enforcement Investigator						
3	Occupancy						
4	Communication						
5	Supplies						
6	Equipment						
7	Transportation						
8	Contractual						
9	Specific Assistance						
10	Miscellaneous						
<b>Total Program Expenses</b>						131,743.00	98,807.00
<b>TOTAL DIRECT EXPENSES</b>						131,743.00	98,807.00
<b>INDIRECT EXPENSES</b>							
<b>Indirect Costs</b>							
1	Indirect Costs						
2	Cost Allocation Plan						
<b>Total Indirect Costs</b>						0.00	0.00
<b>TOTAL INDIRECT EXPENSES</b>						0.00	0.00
<b>TOTAL EXPENDITURES</b>						<b>131,743.00</b>	<b>98,807.00</b>

Budget Summary for STOP Violence Against Women Grant - 2021  
 Agency: Lansing City  
 Application: STOP Violence Against Women Grant - 2021

9/28/2020

	Category	Total	Amount	Narrative
<b>DIRECT EXPENSES</b>				
<b>Program Expenses</b>				
1	Salary & Wages	66,816.00	50,112.00	
2	Fringe Benefits	64,927.00	48,695.00	Fringe Rate 97.17%  Dental 2.61 EAP .05 FICA 1.50 Health Insurance 17.32% Life Insurance .26 Retirement 69.14 Unemployment .01 Workers Comp 1.51 Final Leave 1.74 Allowances 1.51 Longevity 1.17 Sick Leave .35
3	Occupancy	0.00	0.00	
4	Communication	0.00	0.00	
5	Supplies	0.00	0.00	
6	Equipment	0.00	0.00	
7	Transportation	0.00	0.00	
8	Contractual	0.00	0.00	

Budget Summary for STOP Violence Against Women Grant - 2021  
 Agency: Lansing City  
 Application: STOP Violence Against Women Grant - 2021

9/28/2020

	Category	Total	Amount	Narrative
9	Specific Assistance	0.00	0.00	
10	Miscellaneous	0.00	0.00	
<b>Total Program Expenses</b>		131,743.00	98,807.00	
<b>TOTAL DIRECT EXPENSES</b>		131,743.00	98,807.00	
<b>INDIRECT EXPENSES</b>				
<b>Indirect Costs</b>				
1	Indirect Costs	0.00	0.00	
2	Cost Allocation Plan	0.00	0.00	
<b>Total Indirect Costs</b>		0.00	0.00	
<b>TOTAL INDIRECT EXPENSES</b>		0.00	0.00	
<b>TOTAL EXPENDITURES</b>		<b>131,743.00</b>	<b>98,807.00</b>	

**Source of Funds**

	Category	Total	Amount	Cash	Inkind	Narrative
<b>1</b>	<b>Source of Funds</b>					
	Fees and Collections	0.00	0.00	0.00	0.00	
	State Agreement	98,807.00	98,807.00	0.00	0.00	
	Local	32,936.00	0.00	32,936.00	0.00	
	Federal	0.00	0.00	0.00	0.00	
	Other	0.00	0.00	0.00	0.00	
	<b>Total Source of Funds</b>	<b>131,743.00</b>	<b>98,807.00</b>	<b>32,936.00</b>	<b>0.00</b>	

Budget Summary for STOP Violence Against Women Grant - 2021  
Agency: Lansing City  
Application: STOP Violence Against Women Grant - 2021

9/28/2020

	<b>Totals</b>	131,743.00	98,807.00	32,936.00	0.00	
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**Miscellaneous**

FOR OFFICE USE ONLY:	Version # _____	APP # 731744
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**11. Supporting documentation, if required**

<b>Attachment Title</b>	<b>Attachment</b>
Draft MOU to be signed and uploaded by partner Ingham County Prosecutor	<a href="#">14003_0_664_Revised MOU - draft copy.docx</a>
Draft with data showing incident increases	<a href="#">14003_1_934_STOP Grant Investigator 2nd draft.docx</a>
DV statistics	<a href="#">399_LPD stats coded domestic violence.pdf</a>
IPV statistics	<a href="#">74_LPD stats coded IPV.pdf</a>
Fringe Rate Breakdown	<a href="#">248_fringe.pdf</a>

## Attachments Index

FOR OFFICE USE ONLY:      Version # \_\_\_\_\_      APP # 731744

#	Section	Title	File Name
1	Budget Detail	Fringe Benefits	<a href="#">Budget Plan.pdf</a>
2	Miscellaneous	664_Revised MOU - draft copy.docx	<a href="#">14003_0_664_Revised MOU - draft copy.docx</a>
3	Miscellaneous	934_STOP Grant Investigator 2nd draft.docx	<a href="#">14003_1_934_STOP Grant Investigator 2nd draft.docx</a>
4	Miscellaneous	399_LPD stats coded domestic violence.pdf	<a href="#">14003_2_399_LPD stats coded domestic violence.pdf</a>
5	Miscellaneous	74_LPD stats coded IPV.pdf	<a href="#">14003_3_74_LPD stats coded IPV.pdf</a>
6	Miscellaneous	248_fringe.pdf	<a href="#">14003_4_248_fringe.pdf</a>



## Lansing Police Department Central Records/Freedom of Information

120 West Michigan Avenue  
Lansing, MI 48933  
Phone: (517) 483-4690  
Fax: (517) 483-4688



All Domestic Violence Incidents  
(Offense Coded as "Domestic Violence")  
2019 YTD includes all cases entered as of October 25, 2019

Domestic Incidents	2017	2018	2017-18 %Change	2019 YTD
Homicide	2	2	0.0%	4
Neg. Homicide	0	4	Increase	0
Kidnapping	14	15	7.1%	2
CSC	18	30	66.7%	27
Intimidation	35	23	-34.3%	20
Simple Assaults	913	1207	32.2%	678
Felonious Assaults	374	495	32.4%	285
Robbery	9	7	-22.2%	2
Arson	0	0	None	2
Burglary	22	28	27.3%	9
Larceny	9	4	-55.6%	6
Motor Vehicle Theft	4	3	-25.0%	6
Vandalism	22	32	45.5%	26
Controlled Substance	1	4	300.0%	2
Family Abuse/Neglect	4	8	100.0%	2
Obstructing Police	9	10	11.1%	8
Obstructing Justice	14	40	185.7%	21
Weapons	6	2	-66.7%	8
Public Peace	0	1	Increase	1
Operating Under Influence	6	1	-83.3%	0
Health and Safety	1	1	0.0%	0
Runaway	10	0	-100.0%	0
Animal Cruelty	0	1	Increase	0
Non-Criminal	6	7	16.7%	2
<b>Totals</b>	<b>1479</b>	<b>1925</b>	<b>30.2%</b>	<b>1111</b>

Domestic Violence Incidents with an Arrest or Warrant Issued  
(Offense Coded as "Domestic Violence")  
2019 YTD includes all cases entered as of October 25, 2019

All Domestic	2017	2018	2017-18 %Change	2019 YTD
Homicide	1	2	100.0%	2
Neg. Homicide			None	
Kidnapping	7	9	28.6%	2
CSC	5	6	20.0%	5
Intimidation	26	11	-57.7%	12
Simple Assaults	480	689	43.5%	418
Felonious Assaults	215	300	39.5%	188
Robbery	3	2	-33.3%	1
Arson			None	1
Burglary	9	10	11.1%	2
Larceny	1	2	100.0%	
Motor Vehicle Theft	3	1	-66.7%	1
Vandalism	6	22	266.7%	16
Controlled Substance	1	4	300.0%	2
Family Abuse/Neglect	4	6	50.0%	1
Obstructing Police	7	8	14.3%	7
Obstructing Justice	3	21	600.0%	9
Weapons	3	2	-33.3%	6
Public Peace	5		-100.0%	
Operating Under Influence	1	1	0.0%	
Health and Safety	1	1	0.0%	
Runaway			None	
Animal Cruelty		1	Increase	
Non-Criminal	6	3	-50.0%	
<b>Totals</b>	<b>787</b>	<b>1101</b>	<b>39.9%</b>	<b>673</b>

**All Domestic Violence Incidents with Intimate Partner Relationship to Victim  
(Offense Coded as "Domestic Violence")  
2019 YTD includes all cases entered as of October 25, 2019**

<b>Intimate Partner Domestic</b>	<b>2017</b>	<b>2018</b>	<b>2017-18 %Change</b>	<b>2019 YTD</b>
Homicide	1	2	100.0%	2
Neg. Homicide	0	1	Increase	0
Kidnapping	11	10	-9.1%	2
CSC	6	21	250.0%	15
Intimidation	22	22	0.0%	17
Simple Assaults	542	804	48.3%	474
Felonious Assaults	218	335	53.7%	202
Robbery	8	4	-50.0%	2
Arson	0	0	None	2
Burglary	16	21	31.3%	9
Larceny	7	3	-57.1%	4
Motor Vehicle Theft	3	2	-33.3%	5
Vandalism	13	23	76.9%	19
Controlled Substance	1	3	200.0%	1
Family Abuse/Neglect	2	1	-50.0%	1
Obstructing Police	3	5	66.7%	4
Obstructing Justice	14	30	114.3%	18
Weapons	3	2	-33.3%	3
Public Peace	0	1	Increase	1
Operating Under Influence	2	0	-100.0%	0
Health and Safety	1	1	0.0%	0
Runaway	0	0	None	0
Animal Cruelty	0	1	Increase	0
Non-Criminal	4	5	25.0%	1
<b>Totals</b>	<b>877</b>	<b>1297</b>	<b>47.9%</b>	<b>782</b>

**Comparison of All Domestic to Intimate Partner Incidents**

	<b>2017</b>	<b>2018</b>	<b>2017-18 %Change</b>	<b>2019 YTD</b>
All Domestic Incidents	1479	1925	30.2%	1111
Intimate Partner Domestic Incid. (IPDV)	877	1297	47.9%	782
<b>% of Domestic that are IPDV</b>	<b>59.3%</b>	<b>67.4%</b>	<b>13.6%</b>	<b>70.4%</b>

All Domestic Violence Incidents with an Arrest or Warrant Issued  
That Have Intimate Partner Relationship to Victim  
(Offense Coded as "Domestic Violence")  
2019 YTD includes all cases entered as of October 25, 2019

Intimate Partner Domestic	2017	2018	2017-18 %Change	2019 YTD
Homicide		2	Increase	1
Neg. Homicide			None	
Kidnapping	4	5	25.0%	2
CSC	1	5	400.0%	5
Intimidation	15	11	-26.7%	10
Simple Assaults	284	472	66.2%	296
Felonious Assaults	117	210	79.5%	132
Robbery	3	2	-33.3%	1
Arson			None	1
Burglary	7	9	28.6%	2
Larceny	1	2	100.0%	
Motor Vehicle Theft	1	1	0.0%	1
Vandalism	5	17	240.0%	11
Controlled Substance	1	3	200.0%	1
Family Abuse/Neglect	1	1	0.0%	
Obstructing Police	2	3	50.0%	3
Obstructing Justice	3	17	466.7%	9
Weapons	1	2	100.0%	2
Public Peace			None	
Operating Under Influence	2		-100.0%	
Health and Safety	1	1	0.0%	
Runaway			None	
Animal Cruelty		1	Increase	
Non-Criminal	4	2	-50.0%	
<b>Totals</b>	<b>453</b>	<b>766</b>	<b>69.1%</b>	<b>477</b>

Comparison of All Domestic to Intimate Partner Domestic Incidents  
with Arrests or Warrants Issued

	2017	2018	2017-18 %Change	2019 YTD
All Domestic Incidents	787	1101	39.9%	673
Intimate Partner Domestic Incid. (IPDV)	453	766	69.1%	477
<b>% of Domestic Arrests/Warrants that are IPDV</b>	<b>57.6%</b>	<b>69.6%</b>	<b>20.9%</b>	<b>70.9%</b>

CITY OF LANSING, MI  
 FY 2017 ACTUAL EXPENDITURES  
 FRINGE BENEFITS RATES  
 COMPUTATION OF SALARY, HOURLY, FIRE, POLICE, SEASONAL, JUDGES, & CROSSING GUARDS FRINGE BENEFITS RATES

Section / Title: Miscellaneous / 248 - Fringe.pdf

Payroll Group	Salary	Hourly	Fire - Sworn	Police - Sworn	Seasonal / Contract / Temporary	Judges
<b>Total Base</b>	<b>\$ 15,699,259.41</b>	<b>\$ 6,234,144.16</b>	<b>\$ 13,018,606.41</b>	<b>\$ 14,925,210.30</b>	<b>\$ 3,598,954.91</b>	<b>\$ 182,872.00</b>

**Allocated Amount of Fringe Benefits by Group (per Schedule A of cost plan)**

Dental Insurance	\$ 577,512	\$ 263,218	\$ 327,506	\$ 388,948	\$ -	\$ 8,404
Disability Insurance	\$ 1,332	\$ 123,248	\$ -	\$ -	\$ -	\$ -
EAP	\$ 10,221	\$ 4,927	\$ 5,846	\$ 6,875	\$ -	\$ 147
FICA	\$ 1,251,365	\$ 500,020	\$ 182,211	\$ 224,470	\$ 275,320	\$ -
Health Insurance	\$ 4,141,416	\$ 2,115,147	\$ 2,193,875	\$ 2,584,319	\$ -	\$ 76,760
Life Insurance	\$ 57,877	\$ 27,897	\$ 33,102	\$ 38,931	\$ -	\$ 833
Retirement Benefits	\$ 16,086,343	\$ 8,417,372	\$ 9,355,552	\$ 10,319,206	\$ -	\$ -
Unemployment	\$ 6,693	\$ 14,191	\$ -	\$ 1,449	\$ 92,666	\$ -
Worker's Compensation	\$ 81,804	\$ 378,745	\$ 259,848	\$ 225,327	\$ 43,621	\$ -
Final Leave Payments	\$ 163,829	\$ 70,222	\$ 212,221	\$ 260,191	\$ -	\$ -
Allowances	\$ -	\$ -	\$ 142,437	\$ 225,681	\$ -	\$ -
UAW Administration	\$ -	\$ 78,105	\$ -	\$ -	\$ -	\$ -
Longevity	\$ 255,896	\$ 141,204	\$ 128,700	\$ 174,800	\$ -	\$ -
Sick Leave Reimbursement	\$ 24,113	\$ 1,475	\$ 21,015	\$ 52,664	\$ -	\$ -
Education Reimbursement	\$ -	\$ 1,726	\$ 3,887	\$ 700	\$ -	\$ -
<b>Total Fringe Benefits</b>	<b>\$ 22,658,201</b>	<b>\$ 12,137,497</b>	<b>\$ 12,866,200</b>	<b>\$ 14,503,559</b>	<b>\$ 411,607</b>	<b>\$ 86,144</b>

**Fringe Benefits Rates Computations (benefit amount / group base)**

Dental Insurance	3.68%	4.22%	2.52%	2.61%	0.00%	4.60%
Disability Insurance	0.01%	1.98%	0.00%	0.00%	0.00%	0.00%
EAP	0.07%	0.08%	0.04%	0.05%	0.00%	0.08%
FICA	7.97%	8.02%	1.40%	1.50%	7.65%	0.00%
Health Insurance	26.38%	33.93%	16.85%	17.32%	0.00%	41.97%
Life Insurance	0.37%	0.45%	0.25%	0.26%	0.00%	0.46%
Retirement Benefits	102.47%	135.02%	71.86%	69.14%	0.00%	0.00%
Unemployment	0.04%	0.23%	0.00%	0.01%	2.57%	0.00%
Worker's Compensation	0.52%	6.08%	2.00%	1.51%	1.21%	0.00%
Final Leave Payments	1.04%	1.13%	1.63%	1.74%	0.00%	0.00%
Allowances	0.00%	0.00%	1.09%	1.51%	0.00%	0.00%
UAW Administration	0.00%	1.25%	0.00%	0.00%	0.00%	0.00%
Longevity	1.63%	2.27%	0.99%	1.17%	0.00%	0.00%
Sick Leave Reimbursement	0.15%	0.02%	0.16%	0.35%	0.00%	0.00%
Education Reimbursement	0.00%	0.03%	0.03%	0.00%	0.00%	0.00%
<b>Total Fringe Benefits Rate</b>	<b>144.33%</b>	<b>194.69%</b>	<b>98.83%</b>	<b>97.17%</b>	<b>11.44%</b>	<b>47.11%</b>

**Grant Agreement Between**  
**Michigan Department of Health and Human Services**  
**hereinafter referred to as the "Department"**  
**and**  
**Lansing City**  
**124 W. Michigan Ave.**  
**Lansing MI 48933 2500**  
**Federal I.D.#: 38-6004628, DUNS#: 069835882**  
**hereinafter referred to as the "Grantee"**  
**for**  
**STOP Violence Against Women Grant - 2021**  
**Part 1**

**1. Period of Agreement:**

This Agreement will commence on the date of the Grantee's signature or October 1, 2020, whichever is later, and continue through September 30, 2021. No activity will be performed and no costs to the state will be incurred prior to October 1, 2020 or the effective date of the Agreement, whichever is later. Throughout the Agreement, the date of the Grantee's signature or October 1, 2020, whichever is later, shall be referred to as the start date. This Agreement is in full force and effect for the period specified.

**2. Program Budget and Agreement Amount:**

**A. Agreement Amount**

The total amount of this Agreement is \$131,743.00. Under the terms of this Agreement, the Department will provide funding not to exceed \$98,807.00. The source of funding provided by the Department and approved indirect rate shall be followed as described in Attachment 1 of this Agreement, which is part of this Agreement.

The Agreement is designated as a:

- Subrecipient relationship (federal funding); or
- Recipient (non-federal funding).

The Agreement is designated as:

- Research and development project; or
- Not a research and development project.

**B. Equipment Purchases and Title**

Any Grantee equipment purchases supported in whole or in part through this Agreement must be listed in the supporting Equipment Inventory Schedule which should be attached to the Final Financial Status Report. Equipment means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Title to items having a unit acquisition cost of less than \$5,000 shall vest with the Grantee upon acquisition. The Department reserves the right to retain or transfer the title to all items of equipment having a unit acquisition cost of \$5,000 or more, to the extent that the Department's proportionate interest in such equipment supports such retention or transfer of title.

**C. Deviation Allowance**

A deviation allowance modifying an established budget category by \$10,000 or 15%, whichever is greater, is permissible without prior written approval of the Department. Any modification or deviations in excess of this provision, including any adjustment to the total amount of this Agreement, must be made in writing and executed by all parties to this Agreement before the modifications can be implemented. This deviation allowance does not authorize new categories, subcontracts, equipment items or positions not shown in the attached Program Budget Summary and supporting detail schedules.

**3. Purpose:**

The focus of the program is the implementation of comprehensive strategies to stop violence against women that are sensitive to the needs and safety of victims and that hold offenders accountable.

**4. Statement of Work:**

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

**5. Financial Requirements:**

The financial requirements shall be followed as described in Part 2 and Attachment B, which are part of this Agreement.

**6. Performance/Progress Report Requirements:**

The progress reporting methods shall be followed as described in Part 2 and Attachment C, which are part of this Agreement.

**7. General Provisions:**

The Grantee agrees to comply with the General Provisions outlined in Part 2 and Attachment E, which are part of this Agreement.





**Part 2**  
**General Provisions**

**I. Responsibilities - Grantee**

The Grantee, in accordance with the general purposes and objectives of this Agreement shall:

**A. Publication Rights**

1. Copyright materials only when the Grantee exclusively develops books, films or other such copyrightable materials through activities supported by this Agreement. The copyrighted materials cannot include recipient information or personal identification data. Grantee provides the Department a royalty-free, non-exclusive and irrevocable license to reproduce, publish and use such materials copyrighted by the Grantee and authorizes others to reproduce and use such materials.
2. Obtain prior written authorization from the Department's Office of Communications for any materials copyrighted by the Grantee or modifications bearing acknowledgment of the Department's name prior to reproduction and use of such materials. The state of Michigan may modify the material copyrighted by the Grantee and may combine it with other copyrightable intellectual property to form a derivative work. The state of Michigan will own and hold all copyright and other intellectual property rights in any such derivative work, excluding any rights or interest granted in this Agreement to the Grantee. If the Grantee ceases to conduct business for any reason or ceases to support the copyrightable materials developed under this Agreement, the state of Michigan has the right to convert its licenses into transferable licenses to the extent consistent with any applicable obligations the Grantee has.
3. Obtain written authorization, at least 14 days in advance, from the Department's Office of Communications and give recognition to the Department in any and all publications, papers and presentations arising from the Agreement activities.
4. Notify the Department's Bureau of Grants and Purchasing 30 days before applying to register a copyright with the U.S. Copyright Office. The Grantee must submit an annual report for all copyrighted materials developed by the Grantee through activities supported by this Agreement and must submit a final invention statement and certification within 60 days of the end of the Agreement period.
5. Not make any media releases related to this Agreement, without prior written authorization from the Department's Office of Communications.

**B. Fees**

1. Guarantee that any claims made to the Department under this Agreement shall not be financed by any sources other than the Department under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to budget the additional source of funds and reflect the source of funding on the Financial Status Report.
2. Make reasonable efforts to collect 1st and 3rd party fees, where applicable, and report those collections on the Financial Status Report. Any under recoveries of otherwise available fees resulting from failure to bill for eligible activities will be excluded from reimbursable expenditures.

**C. Grant Program Operation**

Provide the necessary administrative, professional and technical staff for operation of the grant program. The Grantee must obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of this Agreement.

Use an accounting system that can identify and account for the funds received from each separate grant, regardless of funding source, and assure that grant funds are not commingled.

**D. Reporting**

Utilize all report forms and reporting formats required by the Department at the start date of this Agreement and provide the Department with timely review and commentary on any new report forms and reporting formats proposed for issuance thereafter.

**E. Record Maintenance/Retention**

Maintain adequate program and fiscal records and files, including source documentation, to support program activities and all expenditures made under the terms of this Agreement, as required. The Grantee must assure that all terms of the Agreement will be appropriately adhered to and that records and detailed documentation for the grant project or grant program identified in this Agreement will be maintained for a period of not less than four years from the date of termination, the date of submission of the final expenditure report or until litigation and audit findings have been resolved. This section applies to the Grantee, any parent, affiliate, or subsidiary organization of the Grantee and any subcontractor that performs activities in connection with this Agreement.

**F. Authorized Access**

1. Permit within 10 calendar days of providing notification and at reasonable times, access by authorized representatives of the Department, Federal Grantor Agency, Inspector Generals, Comptroller General of the United States and State Auditor General, or any of their duly authorized representatives, to records, papers, files, documentation

and personnel related to this Agreement, to the extent authorized by applicable state or federal law, rule or regulation.

2. Acknowledge the rights of access in this section are not limited to the required retention period. The rights of access will last as long as the records are retained.
3. Cooperate and provide reasonable assistance to authorized representatives of the Department and others when those individuals have access to the Grantee's grant records.

## **G. Audits**

This section only applies to Grantees designated as subrecipients by the Department (see Part 1, Section II.A.).

### 1. Required Audit or Audit Exemption Notice

Submit to the Department either a Single Audit, Financial Related Audit or Audit Exemption Notice as described below. A Financial Related Audit is applicable to for-profit Grantees that are designated as subrecipients. If submitting a Single Audit or Financial Related Audit, Grantees must also submit a corrective action plan prepared in accordance with 2 CFR 200.511(c) for any audit findings that impact the Department funded programs, and management letter (if issued) with a corrective action plan.

#### a. Single Audit

Grantees that are a state, local government or non-profit organization that expend \$750,000 or more in federal awards during the Grantee's fiscal year must submit a Single Audit to the Department, regardless of the amount of funding received from the Department. The Single Audit must comply with the requirements of 2 CFR 200 Subpart F. The Single Audit reporting package must include all components described in 2 CFR 200.512 (c).

#### b. Financial Related Audit

Grantees that are for-profit organizations that expend \$750,000 or more in federal awards during the Grantee's fiscal year must submit either a financial related audit prepared in accordance with Government Auditing Standards relating to all federal awards, or an audit that meets the requirements contained in 2 CFR 200 Subpart F, if required by the federal awarding agency.

#### c. Audit Exemption Notice

Grantees exempt from the Single Audit and Financial Related Audit requirements (a. and b. above) must submit an Audit Exemption Notice that certifies these exemptions. The template Audit Exemption Notice and further instructions are

available at State of Michigan - MDHHS by selecting Inside MDHHS – MDHHS Audit - Audit Reporting.

2. Financial Statement Audit

Grantees exempt from the Single Audit and Financial Related Audit requirements (that are required to submit an Audit Exemption Notice as described above) must submit to the Department a Financial Statement Audit prepared in accordance with generally accepted auditing standards if the audit includes disclosures that may negatively impact the Department funded programs including but not limited to fraud, going concern uncertainties, financial statement misstatements and violations of the Agreement requirements. If submitting a Financial Statement Audit, Grantees must also submit a corrective action plan for any audit findings that impact the Department funded programs.

3. Due Date and Where to Send

Submit the required audit and any other required information (i.e., corrective action plan, and management letter with a corrective action plan), and/or Audit Exemption Notice to the Department within nine months after the end of the Grantee's fiscal year by e-mail to MDHHS-AuditReports@michigan.gov. The required submissions must be assembled in PDF files and compatible with Adobe Acrobat (read only). The subject line must state the agency name and fiscal year end. The Department reserves the right to request a hard copy of the audit materials if for any reason the electronic submission process is not successful.

4. Penalty

a. Delinquent Single Audit or Financial Related Audit

If the Grantee does not submit the required Single Audit or Financial Related Audit, including any management letter and applicable corrective action plan(s) within nine months after the end of the Grantee's fiscal year, the Department may withhold from any payment from the Department to the Grantee an amount equal to five percent of the audit year's grant funding (not to exceed \$200,000) until the required filing is received by the Department. The Department may retain the amount withheld if the Grantee is more than 120 days delinquent in meeting the filing requirements. The Department may terminate any current grant agreements if the Grantee is more than 180 days delinquent in meeting the filing requirements.

b. Delinquent Audit Exemption Notice

Failure to submit the Audit Exemption Notice, when required, may result in withholding from any payment from Department to

the Grantee an amount equal to one percent of the audit year's grant funding until the Audit Exemption Notice is received.

5. Other Audits

The Department or federal agencies may also conduct or arrange for agreed upon procedures or additional audits to meet their needs.

**H. Subrecipient/Contractor Monitoring**

1. When passing federal funds through to a subrecipient (if the Agreement does not prohibit the passing of federal funds through to a subrecipient), the Grantee must:
  - a. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the information required by 2 CFR 200.331 (a).
  - b. Ensure the subrecipient complies with all the requirements of this Agreement.
  - c. Evaluate each subrecipient's risk for noncompliance as required by 2 CFR 200.331(b).
  - d. Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations and the terms and conditions of the subawards; that subaward performance goals are achieved; and that all monitoring requirements of 2 CFR 200.331(d) are met including reviewing financial and programmatic reports, following up on corrective actions and issuing management decisions for audit findings.
  - e. Verify that every subrecipient is audited as required by 2 CFR 200 Subpart F.
2. Develop a subrecipient monitoring plan that addresses the above requirements and provides reasonable assurance that the subrecipient administers federal awards in compliance with laws, regulations and the provisions of this Agreement, and that performance goals are achieved. The subrecipient monitoring plan should include a risk-based assessment to determine the level of oversight and monitoring activities, such as reviewing financial and performance reports, performing site visits and maintaining regular contact with subrecipients.
3. Establish requirements to ensure compliance for for-profit subrecipients as required by 2 CFR 200.501(h), as applicable.
4. Ensure that transactions with subrecipients/contractors comply with laws, regulations and provisions of contracts or grant agreements in compliance with 2 CFR 200.501(h), as applicable.

**I. Notification of Modifications**

Provide timely notification to the Department, in writing, of any action by its governing board or any other funding source that would require or result in significant modification in the provision of activities, funding or compliance with operational procedures.

**J. Software Compliance**

Ensure software compliance and compatibility with the Department's data systems for activities provided under this Agreement, including but not limited to stored data, databases and interfaces for the production of work products and reports. All required data under this Agreement shall be provided in an accurate and timely manner without interruption, failure or errors due to the inaccuracy of the Grantee's business operations for processing data. All information systems, electronic or hard copy, that contain state or federal data must be protected from unauthorized access.

**K. Human Subjects**

Comply with Federal Policy for the Protection of Human Subjects, 45 CFR 46. The Grantee agrees that prior to the initiation of the research, the Grantee will submit Institutional Review Board (IRB) application material for all research involving human subjects, which is conducted in programs sponsored by the Department or in programs which receive funding from or through the state of Michigan, to the Department's IRB for review and approval, or the IRB application and approval materials for acceptance of the review of another IRB. All such research must be approved by a federally assured IRB, but the Department's IRB can only accept the review and approval of another institution's IRB under a formally approved interdepartmental agreement. The manner of the review will be agreed upon between the Department's IRB Chairperson and the Grantee's authorized official.

**L. Mandatory Disclosures**

1. Disclose to the Department in writing within 14 days of receiving notice of any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") involving Grantee, a subcontractor or an officer or director of Grantee or subcontract, or that arises during the term of this Agreement including:
  - a. All violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the Agreement.
  - b. A criminal Proceeding;
  - c. A parole or probation Proceeding;
  - d. A Proceeding under the Sarbanes-Oxley Act;
  - e. A civil Proceeding involving:
    1. A claim that might reasonably be expected to

adversely affect Grantee's viability or financial stability;  
or

2. A governmental or public entity's claim or written allegation of fraud; or

f. A Proceeding involving any license that Grantee is required to possess in order to perform under this Agreement.

2. Notify the Department, at least 90 calendar days before the effective date, of a change in Grantee's ownership or executive management.

**M. Statement of Work Progress Reports**

Submit quarterly Statement of Work progress reports to the Department via the <http://egramms-mi.com/mdhhs> website by the 15th of the month following the end of the quarter and a final report no later than 15 days following the end of this Agreement.

**N. Conflict of Interest and Code of Conduct Standards**

1. Be subject to the provisions of 1968 PA 317, as amended, 1973 PA 196, as amended, and 2 CFR 200.318 (c)(1) and (2).

2. Uphold high ethical standards and be prohibited from the following:

a. Holding or acquiring an interest that would conflict with this Agreement;

b. Doing anything that creates an appearance of impropriety with respect to the award or performance of this Agreement;

c. Attempting to influence or appearing to influence any state employee by the direct or indirect offer of anything of value; or

d. Paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of this Agreement.

3. Immediately notify the Department of any violation or potential violation of these standards. This section applies to Grantee, any parent, affiliate or subsidiary organization of Grantee, and any subcontractor that performs activities in connection with this Agreement.

**O. Travel Costs**

1. Be reimbursed for travel cost (including mileage, meals and lodging) budgeted and incurred related to activities provided under this Agreement.

2. If the Grantee has a documented policy related to travel reimbursement for employees and if the Grantee follows that documented policy, the Department will reimburse the Grantee for travel costs at the Grantee's documented reimbursement rate for employees. Otherwise, the state of Michigan travel reimbursement rate applies.

3. State of Michigan travel rates may be found at the following website:

[http://www.michigan.gov/dtmb/0.5552.7-150-9141\\_13132-.00.html](http://www.michigan.gov/dtmb/0.5552.7-150-9141_13132-.00.html).

4. International travel must be pre-approved by the Department and itemized in the budget.

**P. Federal Funding Accountability and Transparency Act (FFATA)**

1. Complete and upload the FFATA Executive Compensation report to the EGrAMS agency profile if:
  - a. The Grantee's federal revenue was 80% or more of the Grantee's annual gross revenue; AND
  - b. Grantee's gross revenue from federal awards was \$25,000,000 or more; AND
  - c. The public does not have access to the information about executive officers' compensation through periodic reports filed under Section 13(a) or 15 (d) of the Securities Exchange Act of 1934 or Section 6104 of the Internal Revenue Code of 1986.
2. The FFATA Executive Compensation report template can be found in EGrAMS documents.

**Q. Insurance Requirements**

1. Maintain at least a minimum of the insurances or governmental self-insurances listed below and be responsible for all deductibles. All required insurance or self-insurance must:
  - a. Protect the state of Michigan from claims that may arise out of, are alleged to arise out of, or result from Grantee's or a subcontractor's performance;
  - b. Be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the state; and
  - c. Be provided by a company with an A.M. Best rating of "A-" or better and a financial size of VII or better.
2. Insurance Types
  - a. Commercial General Liability Insurance or Governmental Self-Insurance: Except for Governmental Self-Insurance, policies must be endorsed to add "the state of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 04.

If the Grantee will interact with children, schools, or the cognitively impaired, the Grantee must maintain appropriate insurance coverage related to sexual abuse and molestation liability.

- b. Workers' Compensation Insurance or Governmental Self-

Insurance: Coverage according to applicable laws governing work activities. Policies must include waiver of subrogation, except where waiver is prohibited by law.

- c. Employers Liability Insurance or Governmental Self-Insurance
  - d. Privacy and Security Liability (Cyber Liability) Insurance: cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
3. Require that subcontractors maintain the required insurances contained in this Section.
  4. This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of the Grantee from any obligations under this Agreement.
  5. Each Party must promptly notify the other Party of any knowledge regarding an occurrence which the notifying Party reasonably believes may result in a claim against either Party. The Parties must cooperate with each other regarding such claim.

**R. Fiscal Questionnaire**

1. Complete and upload the yearly fiscal questionnaire to the EGrAMS agency profile within three months of the start of the Agreement.
2. The fiscal questionnaire template can be found in EGrAMS documents.

**S. Criminal Background Check**

1. Conduct or cause to be conducted a search that reveals information similar or substantially similar to information found on an Internet Criminal History Access Tool (ICHAT) check and a national and state sex offender registry check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who under this Agreement works directly with clients or has access to client information.
  - a. ICHAT: <http://apps.michigan.gov/ichat>
  - b. Michigan Public Sex Offender Registry: <http://www.mipsor.state.mi.us>
  - c. National Sex Offender Registry: <http://www.nsopw.gov>
2. Conduct or cause to be conducted a Central Registry (CR) check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who under this Agreement works directly with children.
  - a. Central Registry: [http://www.michigan.gov/mdhhs/0,5885,7-339-73971\\_7119\\_50648\\_48330---,00.html](http://www.michigan.gov/mdhhs/0,5885,7-339-73971_7119_50648_48330---,00.html)
3. Require each new employee, employee, subcontractor, subcontractor employee or volunteer who, under this Agreement, works directly with

clients or who has access to client information to notify the Grantee in writing of criminal convictions (felony or misdemeanor), pending felony charges, or placement on the Central Registry as a perpetrator, at hire or within 10 days of the event after hiring.

4. Determine whether to prohibit any employee, subcontractor, subcontractor employee, or volunteer from performing work directly with clients or accessing client information related to clients under this Agreement, based on the results of a positive ICHAT response or reported criminal felony conviction or perpetrator identification.
5. Determine whether to prohibit any employee, subcontractor, subcontractor employee or volunteer from performing work directly with children under this Agreement, based on the results of a positive CR response or reported perpetrator identification.
6. Require any employee, subcontractor, subcontractor employee or volunteer who may have access to any databases of information maintained by the federal government that contain confidential or personal information, including but not limited to federal tax information, to have a fingerprint background check performed by the Michigan State Police.

## **II. Responsibilities - Department**

The Department in accordance with the general purposes and objectives of this Agreement will:

### **A. Reimbursement**

Provide reimbursement in accordance with the terms and conditions of this Agreement based upon appropriate reports, records and documentation maintained by the Grantee.

### **B. Report Forms**

Provide any report forms and reporting formats required by the Department at the start date of this Agreement, and provide to the Grantee any new report forms and reporting formats proposed for issuance thereafter at least 30 days prior to their required usage in order to afford the Grantee an opportunity to review.

## **III. Assurances**

The following assurances are hereby given to the Department:

### **A. Compliance with Applicable Laws**

The Grantee will comply with applicable federal and state laws, guidelines, rules and regulations in carrying out the terms of this Agreement. The Grantee will also comply with all applicable general administrative requirements, such as 2 CFR 200, covering cost principles, grant/agreement principles and audits, in carrying out the terms of this Agreement. The Grantee will comply with all applicable requirements in the original grant awarded to the Department if the Grantee is a subgrantee. The Department may determine that the Grantee has

not complied with applicable federal or state laws, guidelines, rules and regulations in carrying out the terms of this Agreement and may then terminate this Agreement under Part 2, Section V.

**B. Anti-Lobbying Act**

The Grantee will comply with the Anti-Lobbying Act (31 USC 1352) as revised by the Lobbying Disclosure Act of 1995 (2 USC 1601 et seq.), Federal Acquisition Regulations 52.203.11 and 52.203.12, and Section 503 of the Departments of Labor, Health & Human Services and Education, and Related Agencies section of the current FY Omnibus Consolidated Appropriations Act. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**C. Non-Discrimination**

1. The Grantee must comply with the Department's non-discrimination statement: The Michigan Department of Health and Human Services will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, height, weight, marital status, gender identification or expression, sexual orientation, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The Grantee further agrees that every subcontract entered into for the performance of any contract or purchase order resulting therefrom, will contain a provision requiring non-discrimination in employment, activity delivery and access, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot-Larsen Civil Rights Act (1976 PA 453, as amended; MCL 37.2101 et seq.) and the Persons with Disabilities Civil Rights Act (1976 PA 220, as amended; MCL 37.1101 et seq.), and any breach thereof may be regarded as a material breach of this Agreement.
2. The Grantee will comply with all federal and state statutes relating to nondiscrimination. These include but are not limited to:
  - a. Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination based on race, color or national origin;
  - b. Title IX of the Education Amendments of 1972, as amended (20 USC 1681-1683, 1685-1686), which prohibits discrimination based on sex;
  - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794), which prohibits discrimination based on disabilities;
  - d. The Age Discrimination Act of 1975, as amended (42 USC 6101-6107), which prohibits discrimination based on age;
  - e. The Drug Abuse Office and Treatment Act of 1972 (PL 92-255),

- as amended, relating to nondiscrimination based on drug abuse;
- f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616) as amended, relating to nondiscrimination based on alcohol abuse or alcoholism;
  - g. Sections 523 and 527 of the Public Health Service Act of 1944 (42 USC 290dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records;
  - h. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and,
  - i. The requirements of any other nondiscrimination statute(s) which may apply to the application.
3. Additionally, assurance is given to the Department that proactive efforts will be made to identify and encourage the participation of minority-owned and women- owned businesses, and businesses owned by persons with disabilities in contract solicitations. The Grantee shall include language in all contracts awarded under this Agreement which (1) prohibits discrimination against minority-owned and women-owned businesses and businesses owned by persons with disabilities in subcontracting; and (2) makes discrimination a material breach of contract.

**D. Debarment and Suspension**

The Grantee will comply with federal regulation 2 CFR 180 and certifies to the best of its knowledge and belief that it, its employees and its subcontractors:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or contractor;
- 2. Have not within a five-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) or private transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
- 3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section 2;
- 4. Have not within a five-year period preceding this Agreement had one or

more public transactions (federal, state or local) terminated for cause or default; and

5. Have not committed an act of so serious or compelling a nature that it affects the Grantee's present responsibilities.

**E. Federal Requirement: Pro-Children Act**

1. The Grantee will comply with the Pro-Children Act of 1994 (PL 103-227; 20 USC 6081, et seq.), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by and used routinely or regularly for the provision of health, day care, early childhood development activities, education or library activities to children under the age of 18, if the activities are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's activities that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's activities provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; activity providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, and Children (WIC) coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The Grantee also assures that this language will be included in any subawards which contain provisions for children's activities.
2. The Grantee also assures, in addition to compliance with PL 103-227, any activity or activity funded in whole or in part through this Agreement will be delivered in a smoke-free facility or environment. Smoking shall not be permitted anywhere in the facility, or those parts of the facility under the control of the Grantee. If activities are delivered in facilities or areas that are not under the control of the Grantee (e.g., a mall, restaurant or private work site), the activities shall be smoke-free.

**F. Hatch Act and Intergovernmental Personnel Act**

The Grantee will comply with the Hatch Act (5 USC 1501-1508, 5 USC 7321-7326), and the Intergovernmental Personnel Act of 1970 (PL 91-648) as amended by Title VI of the Civil Service Reform Act of 1978 (PL 95-454). Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.

**G. Employee Whistleblower Protections**

The Grantee will comply with 41 USC 4712 and shall insert this clause in all subcontracts.

**H. Clean Air Act and Federal Water Pollution Control Act**

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

1. This Agreement and anyone working on this Agreement will be subject to the Clean Air Act and Federal Water Pollution Control Act and must comply with all applicable standards, orders or regulations issued pursuant to these Acts. Violations must be reported to the Department.

**I. Victims of Trafficking and Violence Protection Act**

The Grantee will comply with the Victims of Trafficking and Violence Protection Act of 2000 (PL 106-386), as amended.

1. This Agreement and anyone working on this Agreement will be subject to PL 106-386 and must comply with all applicable standards, orders or regulations issued pursuant to this Act. Violations must be reported to the Department.

**J. Procurement of Recovered Materials**

The Grantee will comply with section 6002 of the Solid Waste Disposal Act of 1965 (PL 89-272), as amended.

1. This Agreement and anyone working on this Agreement will be subject to section 6002 of PL 89-272, as amended, and must comply with all applicable standards, orders or regulations issued pursuant to this act. Violations must be reported to the Department.

**K. Subcontracts**

For any subcontracted activity, activity or product, the Grantee will ensure:

1. That a written subcontract is executed by all affected parties prior to the initiation of any new subcontract activity. Exceptions to this policy may be granted by the Department if the Grantee asks the Department in writing within 30 days of execution of the Agreement.
2. That any executed subcontract to this Agreement shall require the subcontractor to comply with all applicable terms and conditions of this Agreement. In the event of a conflict between this Agreement and the provisions of the subcontract, the provisions of this Agreement shall prevail.

A conflict between this Agreement and a subcontract, however, shall not be deemed to exist where the subcontract:

- a. Contains additional non-conflicting provisions not set forth in this Agreement
- b. Restates provisions of this Agreement to afford the Grantee the same or substantially the same rights and privileges as the Department; or
- c. Requires the subcontractor to perform duties and/or activities in

less time than that afforded the Grantee in this Agreement.

3. That the subcontract does not affect the Grantee's accountability to the Department for the subcontracted activity.
4. That any billing or request for reimbursement for subcontract costs is supported by a valid subcontract and adequate source documentation on costs and activities.
5. That the Grantee will submit a copy of the executed subcontract if requested by the Department.

**L. Procurement**

Grantee will ensure that all purchase transactions, whether negotiated or advertised, shall be conducted openly and competitively in accordance with the principles and requirements of 2 CFR 200. Funding from this Agreement shall not be used for the purchase of foreign goods or activities. Records shall be sufficient to document the significant history of all purchases and shall be maintained for a minimum of three years after the end of the Agreement period.

**M. Health Insurance Portability and Accountability Act**

To the extent that the Health Insurance Portability and Accountability Act (HIPAA) is applicable to the Grantee under this Agreement, the Grantee assures that it is in compliance with requirements of HIPAA including the following:

1. The Grantee must not share any protected health information provided by the Department that is covered by HIPAA except as permitted or required by applicable law; or to a subcontractor as appropriate under this Agreement.
2. The Grantee will ensure that any subcontractor will have the same obligations as the Grantee not to share any protected health data and information from the Department that falls under HIPAA requirements in the terms and conditions of the subcontract.
3. The Grantee must only use the protected health data and information for the purposes of this Agreement.
4. The Grantee must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Grantee's employees.
5. The Grantee must have a policy and procedure to immediately report to the Department any suspected or confirmed unauthorized use or disclosure of protected health information that falls under the HIPAA requirements of which the Grantee becomes aware. The Grantee will work with the Department to mitigate the breach and will provide

assurances to the Department of corrective actions to prevent further unauthorized uses or disclosures. The Department may demand specific corrective actions and assurances and the Grantee must provide the same to the Department.

6. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Part 2, Section V.
7. In accordance with HIPAA requirements, the Grantee is liable for any claim, loss or damage relating to unauthorized use or disclosure of protected health data and information, including without limitation the Department's costs in responding to a breach, received by the Grantee from the Department or any other source.
8. The Grantee will enter into a business associate agreement should the Department determine such an agreement is required under HIPAA.

**N. Website Incorporation**

The Department is not bound by any content on Grantee's website unless expressly incorporated directly into this Agreement. The Department is not bound by any end user license agreement or terms of use unless specifically incorporated in this Agreement or any other agreement signed by the Department. The Grantee may not refer to the Department on the Grantee's website without the prior written approval of the Department.

**O. Survival**

The provisions of this Agreement that impose continuing obligations will survive the expiration or termination of this Agreement.

**P. Non-Disclosure of Confidential Information**

1. The Grantee agrees that it will use confidential information solely for the purpose of this Agreement. The Grantee agrees to hold all confidential information in strict confidence and not to copy, reproduce, sell, transfer or otherwise dispose of, give or disclose such confidential information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such confidential information for any purpose whatsoever other than the performance of this Agreement. The Grantee must take all reasonable precautions to safeguard the confidential information. These precautions must be at least as great as the precautions the Grantee takes to protect its own confidential or proprietary information.

2. Meaning of Confidential Information

For the purpose of this Agreement the term "confidential information" means all information and documentation that:

- a. Has been marked "confidential" or with words or similar meaning, at the time of disclosure by such party;

- b. If disclosed orally or not marked “confidential” or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked “confidential” or with words of similar meaning;
  - c. Should reasonably be recognized as confidential information of the disclosing party;
  - d. Is unpublished or not available to the general public; or
  - e. Is designated by law as confidential.
3. The term “confidential information” does not include any information or documentation that was:
- a. Subject to disclosure under the Michigan Freedom of Information Act (FOIA);
  - b. Already in the possession of the receiving party without an obligation of confidentiality;
  - c. Developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party’s proprietary rights;
  - d. Obtained from a source other than the disclosing party without an obligation of confidentiality; or
  - e. Publicly available when received or thereafter became publicly available (other than through an unauthorized disclosure by, through or on behalf of, the receiving party).
4. The Grantee must notify the Department within one business day after discovering any unauthorized use or disclosure of Confidential Information. The Grantee will cooperate with the Department in every way possible to regain possession of the Confidential Information and prevent further unauthorized use or disclosure.

**Q. Cap on Salaries**

None of the funds awarded to the Grantee through this Agreement shall be used to pay, either through a grant or other external mechanism, the salary of an individual at a rate in excess of Executive Level II. The current rates of pay for the Executive Schedule are located on the United States Office of Personnel Management web site, <http://www.opm.gov>, by navigating to Policy — Pay & Leave — Salaries & Wages. The salary rate limitation does not restrict the salary that a Grantee may pay an individual under its employment; rather, it merely limits the portion of that salary that may be paid with funds from this Agreement.

**IV. Financial Requirements**

**A. Operating Advance**

An operating advance may be requested by the Grantee to assist with program operations. The request should be addressed to the Contract

Manager identified in Part 1, Section VIII. The operating advance will be administered as follows:

1. The operating advance amount requested must be reasonable in relation to factors including but not limited to program requirements, the period of the Agreement, and the financial obligation. In no case may the advance exceed the amount required for 60 days of operating expenses. Operating advances will be monitored and adjusted by the Department relative to the Agreement amount.
2. The operating advance must be recorded as an account payable liability to the Department in the Grantee's financial records. The operating advance payable liability must remain in the Grantee's financial records until fully recovered by the Department.
3. The reimbursement for actual expenditures by the Department should be used by the Grantee to replenish the operating advance used for program operations.
4. The operating advance must be returned to the Department within 30 days of the end date of this Agreement unless the Grantee has a recurring agreement with the Department. Subsequent Department agreements may not be executed if an outstanding operational advance has not been repaid.

The Department may obtain the Michigan Department of Treasury's assistance in collecting outstanding operating advances. The Department will comply with the Michigan Department of Treasury's Due Process procedures prior to forwarding claims to Treasury. Specific Due Process procedures include the following:

- a. An offer from the Department of a hearing to dispute the debt, identifying the time, place and date of such hearing.
  - b. A hearing by an impartial official.
  - c. An opportunity for the Grantee to examine the Department's associated records.
  - d. An opportunity for the Grantee to present evidence in person or in writing.
  - e. A hearing official with full authority to correct errors and decide not to forward debt to Treasury.
  - f. Grantee representation by an attorney and presentation of witnesses if necessary.
5. If the Grantee has a recurring agreement with the Department, the Department requires an annual confirmation of the outstanding operating advance. At the end of either the Agreement period or Department's fiscal year, whichever is first, the Grantee must respond to the Department's request for confirmation of the operating advance.

Failure to respond to the confirmation request may result in the Department recovering all or part of an outstanding operating advance.

**B. Reimbursement Method**

The Grantee will be paid for allowable expenditures incurred by the Grantee, submitted for reimbursement on the Financial Status Reports (FSRs) and approved by the Department. Reimbursement from the Department is based on the understanding that Department funds will be paid up to the total Department allocation as agreed to in the approved budget. Department funds are the first source after the application of fees and earmarked sources unless a specific local match condition exists.

**C. Financial Status Report Submission**

The Grantee shall electronically prepare and submit FSRs to the Department via the EGrAMS website <http://egramsmi.com/mdhhs>.

FSRs must be submitted on a monthly basis, no later than 30 days after the close of each calendar month. The monthly FSRs must reflect total actual program expenditures, up to the total agreement amount. Failure to meet financial reporting responsibilities as identified in this Agreement may result in withholding future payments.

The grantee employee who submits the FSR is certifying to the best of their knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this Agreement. The individual submitting the FSR should be aware that any false, fictitious or fraudulent information, or the omission of any material facts, may subject them to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

The instructions for completing the FSR form are available on the website <http://egramsmi.com/mdhhs>. Send FSR questions to [FSRMDHHS@michigan.gov](mailto:FSRMDHHS@michigan.gov).

**D. Reimbursement Mechanism**

All Grantees must register using the on-line vendor self-service site to receive all State of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits, as mandated by MCL 18.1283a. Vendor registration information is available through the Department of Technology, Management and Budget's web site: <https://www.michigan.gov/sigmavss>.

**E. Final Obligations and Financial Status Reporting Requirements**

1. Obligation Report

The Obligation Report, based on annual guidelines, must be submitted by the due date established by and using the format provided by the Department's Expenditures Operations Division. The Grantee must provide an estimate of total expenditures for the entire Agreement

period. The information on the report will be used to record the Department's year-end accounts payable and receivable for this Agreement.

2. Department-wide Payment Suspension

A temporary payment suspension is in effect on agreements during the Department's year-end closing period. The Department will notify the Grantee of the date by which FSRs should be submitted to ensure payment prior to the payment suspension period.

3. Final FSRs

Final FSRs are due 30 days following the end of the Agreement period. The final FSR must be clearly marked "Final." Final FSRs not received by the due date may result in the loss of funding requested on the Obligation Report and may result in a potential reduction in a subsequent year's agreement amount.

**F. Unobligated Funds**

Any unobligated balance of funds held by the Grantee at the end of the Agreement period will be returned to the Department within 30 days of the end of the Agreement or treated in accordance with instructions provided by the Department.

**G. Indirect Costs**

The Grantee may use an approved federal or state indirect rate in their budget calculations and financial status reporting. If the Grantee does not have an existing approved federal or state indirect rate, they may use a 10% de minimis rate in accordance with 2 CFR 200 to recover their indirect costs.

**V. Agreement Termination**

This Agreement may be terminated without further liability or penalty to the Department for any of the following reasons:

- A. By either party by giving 30 days written notice to the other party stating the reasons for termination and the effective date.
- B. By either party with 30 days written notice upon the failure of either party to carry out the terms and conditions of this Agreement, provided the alleged defaulting party is given notice of the alleged breach and fails to cure the default within the 30-day period.
- C. Immediately if the Grantee or an official of the Grantee or an owner is convicted of any activity referenced in Part 2 Section III. D. of this Agreement during the term of this Agreement or any extension thereof.

**VI. Stop Work Order**

The Department may suspend any or all activities under this Agreement at any time. The Department will provide the Grantee with a written stop work order detailing the suspension. Grantee must comply with the stop work order upon receipt. The Department will not pay for activities, Grantee's incurred expenses or financial losses,

or any additional compensation during a stop work period.

**VII. Final Reporting Upon Termination**

Should this Agreement be terminated by either party, within 30 days after the termination, the Grantee shall provide the Department with all financial, performance and other reports required as a condition of this Agreement. The Department will make payments to the Grantee for allowable reimbursable costs not covered by previous payments or other state or federal programs. The Grantee shall immediately refund to the Department any funds not authorized for use and any payments or funds advanced to the Grantee in excess of allowable reimbursable expenditures.

**VIII. Severability**

If any part of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, that part will be deemed deleted from this Agreement and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining parts of the Agreement will continue in full force and effect.

**IX. Waiver**

Failure by the Department to enforce any provision of this Agreement will not constitute a waiver of the Department's right to enforce any other provision of this Agreement.

**X. Amendments**

Any changes to this Agreement will be valid only if made in writing and executed by all parties through an amendment to this Agreement. Any change proposed by the Grantee which would affect the Department funding of any project must be submitted in writing to the Department for approval immediately upon determining the need for such change. The Grantee shall, upon request of the Department and receipt of a proposed amendment, amend this Agreement.

**XI. Liability**

The Grantee assumes all liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct activity delivery, to be carried out by the Grantee in the performance of this agreement, under the following conditions:

- A. The liability, loss, or damage is caused by, or arises out of, the actions of or failure to act on the part of the Grantee, any of its subcontractors, or anyone directly or indirectly employed by the Grantee.
- B. Nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Grantee or its employees by statute or court decisions.

The Department is not liable for consequential, incidental, indirect or special damages, regardless of the nature of the action.

**XII. State of Michigan Agreement**

This is a state of Michigan Agreement and must be exclusively governed by the laws

and construed by the laws of Michigan, excluding Michigan's choice-of-law principle. All claims related to or arising out of this Agreement, or its breach, whether sounding in contract, tort, or otherwise, must likewise be governed exclusively by the laws of Michigan, excluding Michigan's choice-of-law principles. Any dispute as a result of this Agreement shall be resolved in the state of Michigan.

Attachment 1

MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES SCHEDULE OF FINANCIAL ASSISTANCE

Lansing City

Source of Funds		Catalog of Federal Domestic Assistance (CFDA)		Federal Award				
Federal / State	Federal Agency Name	Number	Title	Award Number	Title	Federal Award Identification No.	Award Date	Amount
Federal (03000)	Department of Justice	16.588	Violence Against Women Formula Grants	30431 (18)	DOJSTOP VIOLENCE AGAINST WOMEN Regular PREA and MATCH	2018WFAX0002	09/11/2018	98,807.00
			Total Allocation					98,807.00

The federal funding provided by the Department is \$98,807.00.

Attachment 1b - APPROVED INDIRECT RATE

APPROVED INDIRECT RATE (\$)

Rate Description	Indirect Rate %	Rate Base \$	Total Approved Indirect Costs
Total Approved Indirect Costs			

**A Attachment A - Statement of Work**

- Objective :** • Implement a Focused Deterrence model for Domestic Violence Offenders
- Activity :** o Add one (1) investigator position assigned specifically to IPV incidents with an increased responsibility to offender lethality assessment and offender history  
o Introduce the High Point IPV model into investigations which identify offenders based on an assessment
- Responsible Staff :** Capt. Rob Backus
- Date Range :** 10/01/2020 - 09/30/2021
- Expected Outcome :** Prioritizing cases based on offenders and lethality assessments for most intense prosecution and supervision
- Measurement :** Incident conviction records, supervision tracking and specific successful investigative efforts
- 
- Objective :** • Create a three tiered offender/incident system to address victim safety, repeat offenders
- Activity :** Add one (1) prosecutor as part of a three (3) person Domestic IPV Unit to operate in the District's specialty Domestic Court. A tiered system uses prior history and lethality assessments to identify the appropriate tier which correlates to a investigation, prosecution, specialty court and supervision strategy.
- Responsible Staff :** APA Alysh Gallagher
- Date Range :** 10/01/2020 - 09/30/2021
- Expected Outcome :** A Domestic Violence Unit which reviews cases and determines which court is appropriate (specialty DV court or vertical prosecution)
- Measurement :** Conviction success rate. Recidivism of offenders
- 
- Objective :** • Intensify offender pre-trial and post-conviction efforts
- Activity :** Research lethality factors present.  
Utilize previous history to identify appropriate deterrence model.  
o Dedicated time for deeper, more comprehensive investigation.  
o Monitor pre-trial behavior for inculpatory statements, violations of bond or protection orders and additional criminal activities.  
o Conduct more frequent face-to-face supervision efforts to include contact at residence and work for compliance.
- Responsible Staff :** Capt Rob Backus
- Date Range :** 10/01/2020 - 09/30/2021
- Expected Outcome :** The supervision will result in initial violations and less violations for individual moving forward once exposed to focused deterrence methods resulting in less recidivism
- Measurement :** Number of home visits  
number of pre-trial and post-conviction violations

B1 Attachment B1 - Program Budget Summary

<b>PROGRAM</b> STOP Violence Against Women Grant - 2021			<b>DATE PREPARED</b> 9/28/2020		
<b>CONTRACTOR NAME</b> Lansing City			<b>BUDGET PERIOD</b> From : 10/1/2020 To : 9/30/2021		
<b>MAILING ADDRESS (Number and Street)</b> 124 W. Michigan Ave.			<b>BUDGET AGREEMENT</b> <input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment		<b>AMENDMENT #</b> 0
<b>CITY</b> Lansing	<b>STATE</b> MI	<b>ZIP CODE</b> 48933-2500	<b>FEDERAL ID NUMBER</b> 38-6004628		

	Category	Total	Amount
<b>DIRECT EXPENSES</b>			
<b>Program Expenses</b>			
1	Salary & Wages	66,816.00	50,112.00
2	Fringe Benefits	64,927.00	48,695.00
3	Occupancy	0.00	0.00
4	Communication	0.00	0.00
5	Supplies	0.00	0.00
6	Equipment	0.00	0.00
7	Transportation	0.00	0.00
8	Contractual	0.00	0.00
9	Specific Assistance	0.00	0.00
10	Miscellaneous	0.00	0.00
<b>Total Program Expenses</b>		131,743.00	98,807.00
<b>TOTAL DIRECT EXPENSES</b>		131,743.00	98,807.00
<b>INDIRECT EXPENSES</b>			
<b>Indirect Costs</b>			
1	Indirect Costs	0.00	0.00
2	Cost Allocation Plan	0.00	0.00
<b>Total Indirect Costs</b>		0.00	0.00
<b>TOTAL INDIRECT EXPENSES</b>		0.00	0.00
<b>TOTAL EXPENDITURES</b>		131,743.00	98,807.00

**SOURCE OF FUNDS**

	Category	Total	Amount	Cash	Inkind
1	<b>Source of Funds</b>				
	Fees and Collections	0.00	0.00	0.00	0.00

	State Agreement	98,807.00	98,807.00	0.00	0.00
	Local	32,936.00	0.00	32,936.00	0.00
	Federal	0.00	0.00	0.00	0.00
	Other	0.00	0.00	0.00	0.00
	<b>Total Source of Funds</b>	131,743.00	98,807.00	32,936.00	0.00
	<b>Totals</b>	131,743.00	98,807.00	32,936.00	0.00

B2 Attachment B2 - Program Budget - Cost Detail Schedule

	Line Item	Qty	Rate	Units	UOM	Total
<b>DIRECT EXPENSES</b>						
<b>Program Expenses</b>						
<b>1</b>	<b>Salary &amp; Wages</b>					
	Principle Investigator Notes : 9 month salary and fringe=111,158 25% match=\$37,053 Wage-54,023 / .75=72,031 72,031 x .25=18008 (local match) 54,023-18008=36015 (state funds)  This position is the law enforcement detective	1.0000	66816.000	0.000	FTE	66,816.00
<b>2</b>	<b>Fringe Benefits</b>					
	All Composite Rate Notes : 9 month salary and fringe=111,158 25% match=\$37,053  Fringe-57,135 / .75=76,180 76,180 x .25=19045 (local match) 57,135-19045=38090 (state funds)  Law Enforcement Investigator	0.0000	97.170	66817.000		64,927.00
<b>3</b>	<b>Occupancy</b>					
<b>4</b>	<b>Communication</b>					
<b>5</b>	<b>Supplies</b>					
<b>6</b>	<b>Equipment</b>					
<b>7</b>	<b>Transportation</b>					
<b>8</b>	<b>Contractual</b>					
<b>9</b>	<b>Specific Assistance</b>					

	Line Item	Qty	Rate	Units	UOM	Total
10	Miscellaneous					
<b>Total Program Expenses</b>						131,743.00
<b>TOTAL DIRECT EXPENSES</b>						131,743.00
<b>INDIRECT EXPENSES</b>						
Indirect Costs						
1	Indirect Costs					
2	Cost Allocation Plan					
<b>Total Indirect Costs</b>						0.00
<b>TOTAL INDIRECT EXPENSES</b>						0.00
<b>TOTAL EXPENDITURES</b>						<b>131,743.00</b>

**B3 Attachment B3 - Equipment Inventory Schedule**

[Attachment B3 - Equipment Inventory Schedule](#)

**C Attachment C - Performance Report Requirements**

[Attachment C - Performance/Progress Report Requirements](#)

**E Attachment E - Program Requirements**

[Attachment E - Program Specific Requirements](#)

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

WHEREAS, Lansing Police Department (LPD) has submitted application to the State of Michigan Department of Health and Human Services (MDHHS) for a STOP Violence Against Women grant; and

WHEREAS, the LPD was informed on August 6, 2020, that it has been selected to receive reimbursement funding of salaries and fringes not to exceed \$98,807; and

WHEREAS, in addition to the \$98,807 amount, there is a local match amount of \$32,936 (25% of total grant amount of \$131,743); and

WHEREAS, the grant will be used to fund the salaries and fringes of one (1) detective dedicated to investigating crimes related to domestic violence and stalking; and

WHEREAS, the grant period is from October 1, 2020 through September 30, 2021;

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council approves acceptance of the Grant from of Michigan Department of Health and Human Services in the amount of \$98,807; and

BE IT FINALLY RESOLVED, that 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 awarded grant funds.



LANSING CITY COUNCIL

GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE: 10/26/2020

GRANT NAME: Automobile Theft Prevention Authority Grant

DEPARTMENT: Police

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Joe McClure ([joe.mcclure@lansingmi.gov](mailto:joe.mcclure@lansingmi.gov) 483-4808)

APPLICATION DATE May 7 2020      AWARD DATE: September 10, 2020

GRANT CYCLE: 10/01/2020 - 09/30/2021      Check One: \_\_\_Annual     One-Time

FUND AMOUNT: \$168,093      (Breakdown below should total this amount)

GOODS & SERVICES	\$10,465
PERSONNEL	\$157,628
CONSTRUCTION	\$0.00
LAND	\$0.00
OTHER	\$0.00

CITY MATCH (IF APPLICABLE): \$67,237 (40% of the \$168,093 grant amount)

GRANT PAYS FOR: Motor vehicle theft prevention program and initiatives

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

The purpose of the grant is to assist in the prevention of motor vehicle theft. Allowable uses are personnel costs of one police officer dedicated to the auto theft prevention program, vehicle lease/purchase, office supplies, investigative supplies, and specific membership dues.

## AUTOMOBILE THEFT PREVENTION AUTHORITY (ATPA) GRANT APPLICATION OVERVIEW

The ATPA was established in 1986 to reduce motor vehicle theft in Michigan. The ATPA provides grants on a competitive basis for programs to reduce motor vehicle theft. Grant funds cannot be used for any other purpose.

Law enforcement agencies, prosecutors, and organizations qualified as a 501(c)(3) non-profit are eligible to apply for an ATPA grant. Grants will only be awarded for enforcement, prosecution, community awareness, and prevention programs aimed at reducing motor vehicle theft.

The grant application is available on the ATPA website at [www.michigan.gov/atpa](http://www.michigan.gov/atpa). The application form is located at the bottom of the web page under "ATPA Forms." Be sure to save these files to your computer before completing.

**Match Required:** Non-profit organizations:

- No matching funds are required.

All other agencies, including law enforcement agencies and prosecuting attorney's offices:

- The matching fund requirement is **50 percent** cash match of the total approved budget.

**Deadline:** The application must be received on or before **June 1, 2020**. Incomplete applications will not be accepted.

**Required:** The following must be submitted:

- Completed application with signatures and supporting budget documentation.
- An 8 ½" x 11" map that displays the area served by the proposed project.

In addition, non-profit organizations must provide:

- A copy of the organization's bylaws.
- A copy of the organization's Articles of Incorporation filed with the State of Michigan.
- A copy of the organization's determination letter from the Internal Revenue Service recognizing the organization's tax-exempt status under section 501(c)(3) of the Internal Revenue Code.

**Submission:** Scan and email an electronic copy of the signature page. This should include the saved electronic version of your application with signatures and supporting documentation. These documents should be emailed to the ATPA at [MSPATPA@michigan.gov](mailto:MSPATPA@michigan.gov). **Keep a copy of the entire application for your records, including the instructions and any attachments.**

**You DO NOT need to send a paper copy to the ATPA.**

For additional information or application assistance, contact the ATPA at [MSPATPA@michigan.gov](mailto:MSPATPA@michigan.gov).

## ATPA GRANT CONDITIONS

### A. DURATION OF GRANT

The grantee understands that grant initiatives may be planned over a period of years; however, each grant will be approved by the ATPA on a yearly basis. The grantee must submit an application each grant year if they wish to continue the grant beyond the initial grant period. The ATPA will approve renewal applications based on the grantee's previous accomplishments and successes.

### B. IMPLEMENTATION OF GRANT PROJECT

The grantee agrees to implement the grant within 90 days following the grant award effective date or be subject to automatic cancellation of the grant.

### C. PROJECT MODIFICATION (ATPA Project Modification Request form, GRANTS-034)

1. The grantee agrees not to make any modification of the approved budget including, but not limited to, the participating agencies, program, or budget, without the prior written approval of the ATPA.
  - a. Grant revisions must be submitted via the GRANTS-034 form to the ATPA at least 30 days in advance of the need for the change. The revision must be approved by the ATPA before the modification may be implemented.
2. The grantee agrees to provide the ATPA with written notification of any changes in personnel to the grant project director position, financial officer, grant project contact, and grant-funded staff.
3. When an agency withdraws an employee from the ATPA team, the ATPA approved budget for that position will remain with the ATPA team. The grant project director must inform the ATPA immediately when the withdrawal occurs by completing and submitting the GRANTS-034 form. The vacant position will become unfunded unless filled within 30 days, or an extension request has been submitted via email to the ATPA and approved in writing by the ATPA.

### D. EXPENDITURES

1. The Grantee understands and agrees that all expenditures from the grant will:
  - a. Be necessary for the proper and efficient administration of the grant and be allowable to it under the principles and standards provided herein.
  - b. Be permissible under state and federal law and consistent with statewide policies, regulations, and practices.
  - c. Not result in profit to the grantee or governmental unit.
  - d. Be incurred on or after the date of authorization to proceed, or the first day of the grant period, whichever is later, and on or before the end of the grant period.
  - e. Be adequately supported by source documentation.
2. The grantee agrees to use the approved purchasing practices and bid procedures required by the applicable agency, jurisdiction, or organization for expenditures involving grant activity.
3. The grantee agrees to maintain accounting records following generally accepted accounting principles for the expenditure of grant funds. The grantee agrees to record all revenues and expenditures in a fund or account separate from the grantee's other funds or accounts.
4. The grantee understands that all state agency projects must have a legislative budget appropriation to accept ATPA funds.
5. The grantee agrees to maintain all documentation for costs incurred for a five-year period following the final payment of the grant.
6. Costs incurred prior to the starting date or after the ending date of the grant are ineligible for reimbursement.

### E. EQUIPMENT

1. The grantee understands that "equipment" is defined as any non-expendable, tangible, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Items with a useful life of more than one year, but with an acquisition cost of less than \$5,000, will not be considered equipment for purposes of this grant. Any equipment purchased through a grant by a state agency must also adhere to all state equipment control procedures.
2. The grantee agrees that all equipment purchased under the grant will be used exclusively for motor vehicle theft prevention purposes, not only during the period of the grant but for the entire useful life of the equipment.

F. RELEASE OF FUNDS

Payments to prosecutors' offices and law enforcement agencies will be made on a reimbursement basis. Payments to non-profit organizations may be paid on an advance basis. All payments are contingent on the grantee being compliant with all terms and conditions of the grant.

G. RETURN OF UNEXPENDED FUNDS

The grantee agrees to return all unexpended grant funds to the ATPA within 60 days after the grant is completed. The check shall be made payable to the "State of Michigan."

H. GRANT PROJECT FUNDING

Any additional funds received or granted as a result of motor vehicle theft prevention activities shall be used to enhance currently funded and/or future motor vehicle theft prevention programs. Funds received include, but are not limited to, forfeiture of cash and receipts from sale of property.

I. AUDIT-MONITORING AND REVIEW

1. The grantee agrees to allow the ATPA and the State Auditor General, and any of their duly authorized representatives, access, for purposes of inspection, audit, monitoring, and examination, to any books, documents, papers, and records of the grantee which are related to this project. The ATPA conducts continual monitoring of the grant to ensure the grant funds have been spent in accordance with state and federal law, including, but not limited to, 1992 PA 174, the policies of the ATPA, and the grant terms and conditions.
2. The ATPA will conduct periodic program and financial reviews of the project. The purpose of these reviews will be to determine adherence to stated financial standards, project goals, and to review the progress of the project in meeting its objectives.

J. GRANT TERMINATION

The grantee understands that this grant project may be terminated if the ATPA concludes that the grantee is not in compliance with state and federal law, the terms and conditions of this grant, or has falsified any information. The ATPA may extend an opportunity for the grantee to demonstrate compliance. When the grant is terminated, the unexpended funds received and unexpended funds granted as a result of motor vehicle theft prevention activities shall be returned to the ATPA no later than 60 days after termination.

K. TRAVEL

In-state or out-of-state travel will be in compliance with current state travel guidelines and restrictions. The grantee agrees to notify the ATPA in advance for approval of any out-of-state travel utilizing grant funds.

L. PERSONNEL COSTS

As a condition of accepting the grant award, it is understood that grants issued to fund law enforcement or prosecuting attorney personnel will dedicate 100 percent of their regular work hours performing ATPA grant-related work.

N. REPORTING REQUIREMENTS

Grantees must submit quarterly progress and expenditure (financial) reports in accordance with the schedule below. **Both reports must be received prior to ATPA reimbursement, with the exception of non-profit organization advance payments.**

ORGANIZATION TYPE	QUARTERLY PROGRESS AND FINANCIAL REPORTS		DUE DATE
Law Enforcement Agency	Progress Reports (GRANTS-037)	10-01-20 to 12-31-20	01-30-21
	Financial Reports (GRANTS-035)	10-01-20 to 12-31-20	01-30-21
Prosecuting Attorney's Office	Progress Reports (GRANTS-037)	01-01-21 to 03-31-21	04-30-21
	Financial Reports (GRANTS-035)	01-01-21 to 03-31-21	04-30-21
Non-Profit Organization	Progress Reports (GRANTS-037)	04-01-21 to 06-30-21	07-30-21
	Financial Reports (GRANTS-035)	04-01-21 to 06-30-21	07-30-21
	Financial Reports (GRANTS-035)	07-01-21 to 09-30-21	10-15-21
	Progress Reports (GRANTS-037)	07-01-21 to 09-30-21	10-30-21

## ATPA GRANT APPLICATION INSTRUCTIONS

### Applicant Information

**Name of Applicant Organization:** One organizational unit that will be responsible for the administration of the grant in accordance with the grant conditions (e.g., "City of (Blank) Police Department"). This organization will be the fiduciary for the grant. **The fiduciary will be responsible for receiving and distributing grant funds to participating team members, receiving and compiling reports from team members, and submitting grant reports quarterly to the ATPA via email.**

**ATPA Grant Project Number:** Number referenced on all grant documents (first-time applicants will not have a grantee project number).

**Grant Project Title:** Short name (acronym).

**Authorized Official/Project Director:** Individual authorized to enter into an agreement with the ATPA in order to accept grant funds. The ATPA will not pay the salary of the person in this position. This person cannot be the same as the Project Director.

**Project Contact:** Individual responsible for the implementation of the grant and the submission of the progress reports.

**Project Financial Contact:** Individual is responsible for gathering necessary financial information from team members and for preparing and submitting required financial reports

### Program Information

Provide narratives related to the goals, outcomes, trends, and initiatives of the grant project.

### Budget Detail

**Sworn Employees:** "Sworn employees" are defined as police officers and assistant prosecutors with criminal investigative powers. Enter wages, the cost of fringe benefits, and overtime wages paid for each sworn employee. Add together wages, the cost of fringe benefits, and overtime wages paid and enter the total in the "Total Sworn" column. The "Total Sworn Employees" box at the bottom of the page will automatically add each identified cost for a grand total.

**Other Employees:** "Other employees" include administrative assistants, motor vehicle theft prevention technicians, vehicle information number etching technicians, etc. Enter wages, the cost of fringe benefits, and overtime wages paid for each other employee. Add together wages, the cost of fringe benefits, and overtime wages paid, and enter the total in the "Total Other" column. The "Total Other Employees" box at the bottom of the page will automatically add each identified cost for a grand total.

**Vehicle Usage:** "Vehicle usage" includes the lease/purchase of the vehicle, maintenance, gasoline, insurance, and necessary equipment based on your organizational type. Enter all vehicle usage in the columns provided. The total for this section must be manually added and entered in the "Total Vehicle Usage" box; this total does not automatically calculate.

**Field Operations:** "Field operations" includes equipment and supplies necessary for field operations. Equipment is defined as any non-expendable tangible personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Any equipment purchased through a grant to a state agency must also adhere to all state equipment control procedures. Include other costs related to the grant project. Adequate detail and justification must be furnished to support the costs included. Enter all field operations in the columns provided. The total for this section must be manually added and entered in the "Total Field Operations" box; this total does not automatically calculate.

**Office Operations:** "Office operations" includes equipment and office supplies necessary for office operations, as well as other costs related to the project. Adequate detail and justification must be furnished to support the costs included. Enter all office operations in the columns provided. The total for this section must be manually added and entered in the "Total Office Operations" box; this total does not automatically calculate.

**Grand Total:** You must manually add together "Total Sworn Employees," "Total Other Employees," "Total Vehicle Usage," "Total Field Operations," and "Total Office Operations" and enter your grand total in the "Grand Total" box.

**Eligible Expenditures:** (All eligible expenditures listed below with identified amounts are the **ATPA portion**; agencies are responsible for appropriate match. Any expenditure not detailed below must have approval from the ATPA prior to acquisition/purchase.)

- Regular salaries.
- Longevity costs.
- Fringe benefits (FICA, unemployment, workers compensation, retirement, life, medical, dental and vision insurance).
- Overtime hours. Hours must not exceed twenty percent of the total sworn employees budgeted salary/fringe amount. This amount is cumulative for the team and can be utilized at the teams' discretion. For grantees only paying overtime, this limit does not apply.
- Travel and meals. Travel outside normal territory, not to exceed \$1,000 per employee/per year.
- Vehicle operation cost. Not to exceed:
  - o Law enforcement agency - Calculated at \$10,000 per employee/per year; costs are cumulative, not limited per employee. Only vehicles engaged in road patrols/investigations are eligible.
  - o Prosecutor's office - \$750 per assistant prosecuting attorney/per year for mileage and parking reimbursement.
  - o Non-profit organization - \$1,500 per employee/per year for mileage reimbursement.
- Office space or utilities. Requires prior approval.
- Office furniture - Requires prior approval.
- Copier purchase/usage. Not to exceed:
  - o Law enforcement agency - \$1,200 per year.
  - o Prosecutor's office - \$1,200 per year.
  - o Non-profit agency - \$2,400 per year.
- Phone installation. Prior approval is required.
- Landline phone purchase/usage. Not to exceed:
  - o Law enforcement agency and prosecutor's office - \$750 per person/per year.
  - o Non-profit agency - \$1,500 per year.
- Office supplies. Not to exceed \$200 per year/per person.
- Investigative supplies for law enforcement agency (sworn employees only), not to exceed \$300 per year/per person.
- Computer purchase. Prior approval is required.
- Cell phone purchase/usage. Prior approval is required.
- Motor vehicle theft-related association dues, including dues to the International Association of Automobile Theft Investigators and Michigan Association of Vehicle Theft Investigators.
- Training or conference for educational purposes relating to vehicle theft/fraud investigations. Prior approval is required.

**Ineligible Expenditures:** (This is not an all-inclusive list. Prior approval is required for any expenditure(s) not listed below.)



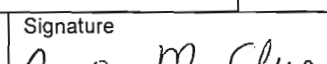
- Inordinate fringes, including, but not limited to, lump-sum payments (e.g., banked sick/vacation time, bonuses, pensions, health benefits, and holiday pay).
- Health care benefit waiver bonuses.
- Indirect costs.
- Expenditure(s) incurred before or after the grant period.
- Any administrative costs not directly related to the administration of this grant.
- In-car terminals and system.

- Law Enforcement Information Network (LEIN) usage fees.
- Vehicle, liability, or professional insurance.
- Non-motor vehicle theft related membership and agency dues.
- Entertainment.
- Expenditures in excess of approved budget.
- Clothing/cleaning/gun allowance.
- Emergency response compensation.
- Show-up pay.
- Educational incentives (e.g., college courses and trade schools).
- First-class travel.
- Costs in applying for this grant (e.g., consultants and grant writers).
- Personnel, including law enforcement officers, not connected to the project to which this grant refers.
- Fundraising and any salaries or expenses associated with the fundraising.
- Legal fees.
- Purchase of promotional items, unless prior approval is received in writing.
- Contributions and donations.
- Fines and penalties.
- Losses from uncollectible bad debts.
- Purchases of land.
- Military-type equipment such as armored vehicles, explosive devices, and other items typically associated with military arsenal.
- Construction costs and/or renovation, including remodeling.
- Expert witness fees.
- Weapons, including tasers.
- Conducting law enforcement operations with the intent of generating revenue for personal or agency gain through deceitful, fraudulent, unethical, or illegal methods.

**AUTHORITY:** 1992 PA 174  
**COMPLIANCE:** Voluntary, however, a grant will not be approved unless the complete application is submitted.

### FY 2021 ATPA GRANT APPLICATION

Email signed application and all required documentation to [MSPATPA@michigan.gov](mailto:MSPATPA@michigan.gov). Do not send a paper copy.

Applicant Information			
Name of Applicant Organization <b>Lansing Police Department</b>		ATPA Grant Number <b>23</b>	
Applicant Mailing Address <b>120 W Michigan Ave</b>		City <b>Lansing</b>	State <b>MI</b>
ZIP Code <b>48933</b>			
Name of Governmental Unit (If applicable) <b>Lansing Police Department</b>		Type of Governmental Unit <input type="checkbox"/> State <input checked="" type="checkbox"/> City <input type="checkbox"/> County <input type="checkbox"/> Other:	
Address of Governmental Unit (If different from above, include City, State, ZIP Code) <b>Same</b>		Federal Tax ID Number <b>38-6004628</b>	
Project Title <b>ARTIC</b>		Beginning Date of Grant <b>October 1, 2020</b>	Ending Date of Grant <b>September 30, 2021</b>
Project Area (City/Township/County) <b>City of Lansing</b>			
All Agencies Participating in the Project (If cooperative effort) <b>City of Lansing</b>			
<p>The undersigned understand and agree that a grant received as a result of this application is subject to 1992 PA 174, the policies of the ATPA, and the grant conditions, as outlined on pages 2-3. We certify that all information provided is true and accurate.</p>			
Name and Title of AUTHORIZED OFFICIAL/PROJECT DIRECTOR <b>Chief Daryl Green</b>		Signature 	Date Signed <b>7 MAY 2020</b>
Authorized Official Mailing Address <b>120 W Michigan Ave</b>		City <b>Lansing</b>	State <b>MI</b>
ZIP Code <b>48933</b>			
Email Address <b>Daryl.Green@Lansingmi.gov</b>		Telephone Number <b>517-483-4801 EXT.</b>	Cell <b>-</b>
Fax <b>-</b>			
Name and Title of PROJECT CONTACT <b>Det. Ryan Smith</b>		Signature 	Date Signed <b>5/16/20</b>
Project Director Mailing Address <b>120 W Michigan Ave</b>		City <b>Lansing</b>	State <b>MI</b>
ZIP Code <b>48933</b>			
Email Address <b>Ryan.Smith@Lansingmi.gov</b>		Telephone Number <b>517-483-6882 EXT.</b>	Cell <b>-</b>
Fax <b>-</b>			
Name and Title of FINANCIAL CONTACT <b>Joe McClure - Budget Control Supervisor</b>		Signature 	Date Signed <b>5/11/2020</b>
Financial Contact Mailing Address <b>120 W Michigan Ave</b>		City <b>Lansing</b>	State <b>MI</b>
ZIP Code <b>48933</b>			
Email Address <b>Joe.McClure@Lansingmi.gov</b>		Telephone Number <b>517-483-4808 EXT.</b>	Cell <b>-</b>
Fax <b>-</b>			

## Program Information

### LAW ENFORCEMENT

#### 1. General Overview

For the following section, provide specific, detailed explanation of existing motor vehicle theft/fraud issues in your jurisdiction. Include statistics and analysis that validate the issues identified. Describe, in detail, current program/project. New grantees can answer N/A for those questions that do not apply.

What motor vehicle theft/fraud issues exist in your jurisdiction that warrant funding from the ATPA?

Lansing's auto theft is mostly juvenile based and exists as a crime of opportunity. There are some cases that are fraud based, but they remain very low compared to the overall casue of thefts. Lansing is the center of a larger metropolitan area. A large amount of stolen vehicle's from neighboring communities usually find their way into Lansing as well.

Describe any existing organizations, partnerships, or community groups that are involved in the reduction of motor vehicle theft/fraud in your jurisdiction. Have you done any collaboration with them? If so, please advise of any successes you achieved.

I have worked with our neighboring jurisdictions on several motor vehicle theft cases resulting in charges being filed on the same offender(s). Our Department's Community Service Officer has present motor vehicle theft data and concerns to our neighborhood watch organizations. Our Public Information Officer has utilized our social media page as well as local news organizations to give citizens tips about how to keep their vehicles safe.

Have you conducted any community outreach, presentations, or training that would help reduce motor vehicle theft/fraud in your jurisdiction? If so, what impact has it had?

We recently had several local news stories about citizens having their car stolen twice. I provided our PIO with stats/tips that he used to give a statement to the media about how and why vehicle's are stolen, and how to prevent your car from being stolen.

What innovative methods have you implemented to combat, prevent, and/or reduce motor vehicle theft/fraud and list any successes related to those methods?

We have used Social Media, local news, and our Neighborhood Watch programs to help raise awareness and provide preventative tips to keep yourself from becoming a victim. We also are in possession of a bait car, however there are still technical issues being worked on and the program has not yet been implemented.

Please identify any training or equipment the ATPA could provide to assist with the investigation of motor vehicle theft/fraud crimes.

A laptop computer with LEIN capabilities would be very beneficial to assist with locating and identifying stolen vehicles. As a Detective, I have an unmarked car without a computer inside. Often license plates are changed on stolen vehicles which makes it difficult for me to check the validity of a license plate, or having to run the VIN through our dispatch.

#### 2. Program Goals and Objectives

For the following section, explain how you intend to combat, prevent, and reduce motor vehicle theft/fraud. Goals and objectives should be specific, measurable, realistic, and result oriented.

What were your goals for the 2019 grant period, and did you achieve them? If yes, please provide data for your response. (For grant recipients from the prior year only.)

I took over our Department's Motor Vehicle Theft Detective spot in July of 2019. Last year's goals revolved around increased awareness for the public including:

- Social media Posts to continue or increase
- Continued contact through our neighborhood watch organizations
- A new Door to Door initiative to spread awareness and security tips

While an effort was made to increase our social media tips and awareness, due to the change and transition at this

position we were unable to implement the Door to Door initiative.

Identify new goals for the 2020 grant period and how you plan to attain the stated goals.

- Continue to work with Neighborhood Watch groups and emphasize the importance of keeping your car doors locked with no keys inside. This can be done by attending Watch meetings and presenting information.
- Identify repeat offenders, especially juveniles, and work with our Prosecutor's Office to ensure that they are prosecuting these individuals.
- Raise awareness within the department about properly processing a recovered stolen vehicle, ie looking for additional evidence/finger prints. This can be done through departmental trainings/bulletins/pre-shift briefings.

Identify significant accomplishments during the current grant year.

A subject who resides in Lansing was identified and became the target of a multi-jurisdictional investigation. The subject was found to be in possession of multiple stolen vehicles at his residence, and after a search warrant was conducted additional stolen items/evidence were located inside of his residence. Through communications with other agencies, this subject was identified as being involved in crimes in Battle Creek, multiple locations in Jackson County, Meridian Township, Ingham County, and several jurisdictions in the northern part of the state. With each other's help we were able to identify the subject on different cases via video, or had evidence in one jurisdiction that helped another. The subject now has multiple felony cases through out the state that are currently in the court process. Due to the number of cases, he remains in custody while the court cases proceed.

**Program Information**

**PROSECUTORS**

**1. General Overview**

For the following section, provide specific, detailed explanation of existing motor vehicle theft/fraud issues in your jurisdiction. Include statistics and analysis that validate the issues identified. Describe, in detail, current program/project. New grantees can answer N/A for those questions that do not apply.

What motor vehicle theft/fraud issues exist in your jurisdiction that warrant funding from the ATPA?

Describe any existing organizations, partnerships, or community groups that are involved in the reduction of motor vehicle theft/fraud in your jurisdiction. Have you done any collaboration with them? If so, please advise of any successes you achieved.

Have you conducted any community outreach, presentations, or training that would help reduce motor vehicle theft/fraud in your jurisdiction? If so, what impact has it had?

What innovative prosecution methods have you implemented in your jurisdiction to ensure the maximum prosecution for automobile related crimes?

Please identify any training or equipment the ATPA could provide to assist with the prosecution of motor vehicle theft/fraud crimes.

**2. Program Goals and Objectives**

For the following section, explain how you intend to combat, prevent, and reduce motor vehicle theft/fraud. Goals and objectives should be specific, measurable, realistic, and result oriented.

What were your goals for the 2019 grant period, and did you achieve them? If yes, please provide data for your response. (For grant recipients from the prior year only.)

Identify new goals for the 2020 grant period and how you plan to attain the stated goals.

Identify significant accomplishments during the current grant year.

**Program Information**

**NON-PROFIT COMMUNITY AND TRAINING GROUPS**

**1. General Overview**

For the following section, provide specific, detailed explanation of existing motor vehicle theft/fraud issues in your jurisdiction. Include statistics and analysis that validate the issues identified. Describe, in detail, current program/project. New grantees can answer N/A for those questions that do not apply.

What motor vehicle theft/fraud issues exist in your jurisdiction that warrant funding from the ATPA?

Identify your target population and the geographical target area. Are there unique characteristics or abnormalities in your jurisdiction? (i.e., specific victim groups, organized gang activity, etc.)

Describe any existing organizations, partnerships, or other groups that are involved in the reduction of motor vehicle theft/fraud in your jurisdiction and describe how you work with them.

What innovative methods have you implemented to combat, prevent, and/or reduce motor vehicle theft/fraud and list any successes related to those methods?

Please identify any training or equipment the ATPA could provide to assist with the reduction of motor vehicle theft/fraud crimes in your jurisdiction.

**2. Program Goals and Objectives**

For the following section, explain how you intend to combat, prevent, and reduce motor vehicle theft/fraud. Goals and objectives should be specific, measurable, realistic, and result oriented.

What were your goals for the 2019 grant period, and did you achieve them? If yes, please provide data for your response. (For grant recipients from the prior year only.)

Identify new goals for the 2020 grant period, and how you plan to attain the stated goals.

How will your organization raise awareness of the auto theft issue in your jurisdiction?

### ATPA Budget Detail

BUDGET FOR SWORN EMPLOYEES: Complete each column for each separate position; sworn employees are defined as police officers and assistant prosecutors with criminal investigative powers. Make sure to review overtime eligible guidelines prior to completion. Attach additional pages as needed.

Sworn Employees						
	Name	Title/Position	Agency	Wage, Fringes, Overtime		Total Sworn
1	Ryan Smith	Detective	Lansing Police Department	Wages	\$76750.00	\$157628.00
				Fringes	\$74578.00	
				Overtime	\$6300.00	
2				Wages	\$0.00	\$0.00
				Fringes	\$0.00	
				Overtime	\$0.00	
3				Wages	\$0.00	\$0.00
				Fringes	\$0.00	
				Overtime	\$0.00	
4				Wages	\$0.00	\$0.00
				Fringes	\$0.00	
				Overtime	\$0.00	
5				Wages	\$0.00	\$0.00
				Fringes	\$0.00	
				Overtime	\$0.00	
6				Wages	\$0.00	\$0.00
				Fringes	\$0.00	
				Overtime	\$0.00	
7				Wages	\$0.00	\$0.00
				Fringes	\$0.00	
				Overtime	\$0.00	
8				Wages	\$0.00	\$0.00
				Fringes	\$0.00	
				Overtime	\$0.00	
9				Wages	\$0.00	\$0.00
				Fringes	\$0.00	
				Overtime	\$0.00	
10				Wages	\$0.00	\$0.00
				Fringes	\$0.00	
				Overtime	\$0.00	
11				Wages	\$0.00	\$0.00
				Fringes	\$0.00	
				Overtime	\$0.00	
12				Wages	\$0.00	\$0.00
				Fringes	\$0.00	
				Overtime	\$0.00	
13				Wages	\$0.00	\$0.00
				Fringes	\$0.00	
				Overtime	\$0.00	
14				Wages	\$0.00	\$0.00
				Fringes	\$0.00	
				Overtime	\$0.00	
<b>TOTAL SWORN EMPLOYEES</b>						<b>\$157628.00</b>

**BUDGET FOR OTHER EMPLOYEES:** Complete each column for each separate position; other employees include administrative assistants, motor vehicle theft prevention technicians, vehicle information number etching technicians, etc.

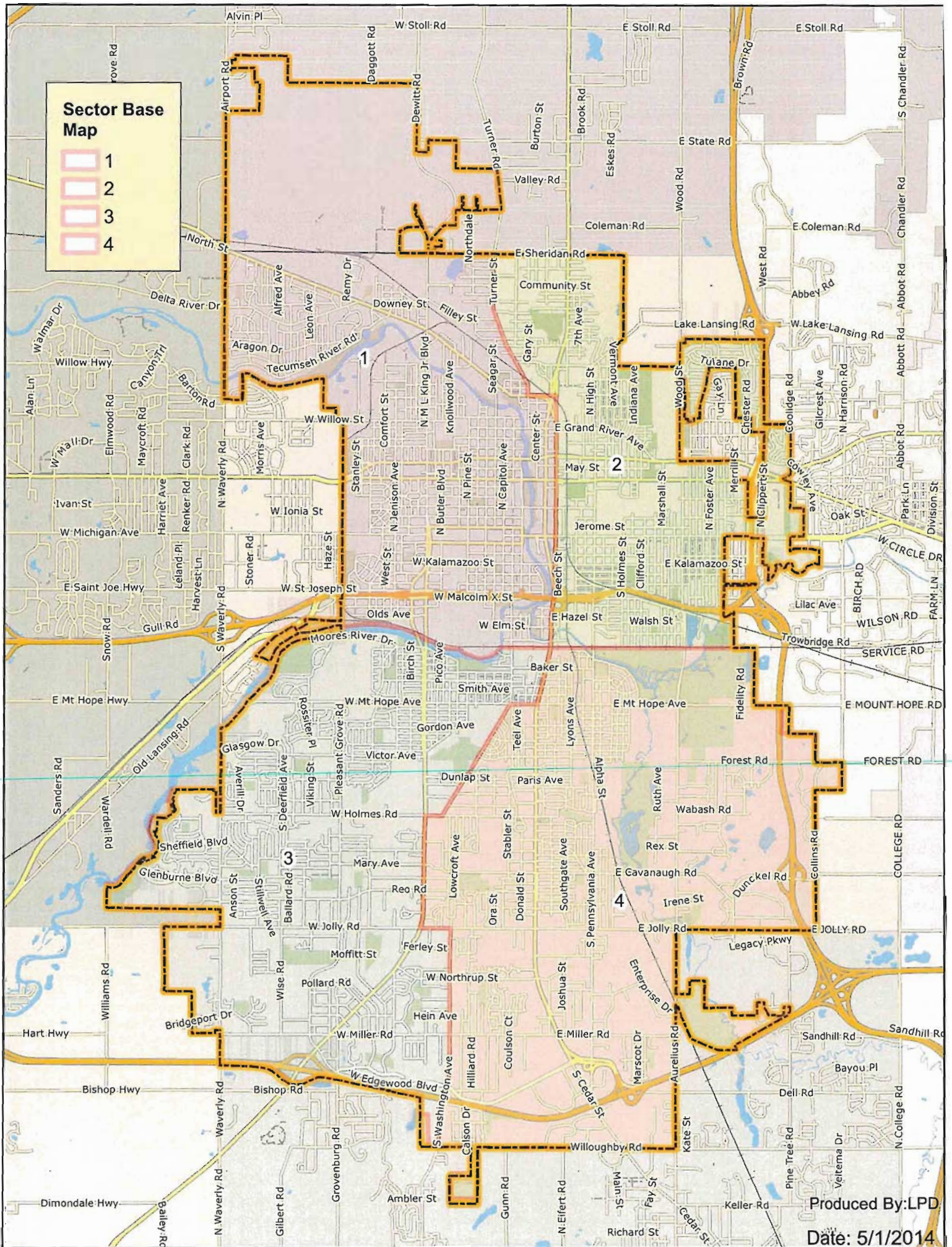
Other Employees						
	Name	Title/Position	Agency	Wage, Fringes, Overtime		Total Other
1				Wages	\$0.00	\$0.00
				Fringes	\$0.00	
				Overtime	\$0.00	
2				Wages	\$0.00	\$0.00
				Fringes	\$0.00	
				Overtime	\$0.00	
3				Wages	\$0.00	\$0.00
				Fringes	\$0.00	
				Overtime	\$0.00	
4				Wages	\$0.00	\$0.00
				Fringes	\$0.00	
				Overtime	\$0.00	
5				Wages	\$0.00	\$0.00
				Fringes	\$0.00	
				Overtime	\$0.00	
<b>TOTAL OTHER EMPLOYEES</b>						<b>\$0.00</b>

Please enter full grant request (agency portion PLUS ATPA portion) below.

VEHICLE USAGE	
Vehicle Lease/Purchase:	\$9000.00
Other: Fuel	\$1000.00
Other:	\$
Other:	\$
<b>TOTAL VEHICLE USAGE</b>	<b>\$10000.00</b>
FIELD OPERATIONS	
Investigative Supplies:	\$250.00
Michigan Association of Vehicle Theft Investigators Dues:	\$45.00
International Association of Automobile Theft Investigators Dues:	\$20.00
Other:	\$
Other:	\$
Other:	\$
Other:	\$
Other:	\$
<b>TOTAL FIELD OPERATIONS</b>	<b>\$315.00</b>
OFFICE OPERATIONS	
Supplies:	\$150.00
Other:	\$
Other:	\$
Other:	\$
Other:	\$
Other:	\$
<b>TOTAL OFFICE OPERATIONS</b>	<b>\$150.00</b>
<b>GRAND TOTAL:</b>	<b>\$168093.00</b>

# Sector Base Map

- 1
- 2
- 3
- 4



## AUTO THEFT PREVENTION AUTHORITY (ATPA) GRANT CONTRACT

AUTHORITY: MCL 500.6105; COMPLIANCE: Voluntary, however, failure to complete will result in cancellation of grant/loss of funds.

Scan and email one complete copy with original signatures to the ATPA by September 30, 2020 at [MSPATPA@michigan.gov](mailto:MSPATPA@michigan.gov). Do not send a paper copy.

I. Award Information			
Name of Grantee/Fiduciary Lansing Police Department		Project Title/Acronym Operation A.R.T.I.C.	
Address 120 West Michigan Avenue	City Lansing	State MI	ZIP Code 48933
Total Grant Award \$168,093	ATPA Award \$100,856	Match Requirement \$67,237	
Grant Period Start Date October 1, 2020	Grant Period End Date September 30, 2021	Project Number 23-21	
Authorized Official Chief Daryl Green	Project Director Det. Ryan Smith	Financial Contact Mr. Joe McClure	

### II. Contract Conditions and Requirements

#### Grant Award

The ATPA grant award is to be utilized solely for the benefit of motor vehicle theft prevention programs and initiatives.

The ATPA will only reimburse expenditures incurred during the grant period of October 1, 2020, to September 30, 2021.

The project number (listed above in Award Information) must be included on all correspondence addressed to the ATPA regarding this grant.

A change in authorized official, project director, financial contact, participating agency, personnel assigned to the team, or budget line item change requires a Project Modification Request (GRANTS-034), which can be downloaded from the ATPA website at [www.michigan.gov/atpa](http://www.michigan.gov/atpa).

The authorized official and financial officer will serve without compensation from the ATPA grant award.

Any amount of the grant award received, or forfeiture funds generated as a result of motor vehicle theft prevention activities shall be used to enhance motor vehicle theft prevention programs or initiatives. Forfeiture funds include, but are not limited to, forfeiture of cash and receipts from the sale of property.

Public communications materials, news releases, or training announcements that result from this grant must cite the "Auto Theft Prevention Authority" as the source of funding. Copies of the materials or news releases **must** be sent to the ATPA at least five days prior to publishing, and the ATPA reserves the right to make any necessary edits. The ATPA also has the royalty-free right to copy, publish, and distribute any data or material associated with this grant.

Law enforcement personnel funded by the ATPA grant award shall dedicate 100 percent of their regular work hours conducting ATPA grant-related duties. Prosecuting attorneys who designate a portion of their time for ATPA activities will dedicate 100 percent of their designated time to ATPA grant related duties. This will be reflected in daily logs which will be made available for on-site monitoring by ATPA personnel.

The grantee agrees to return all unexpended grant funds to the ATPA within 60 days after the project is completed. The check shall be made payable to the "State of Michigan."

#### Reporting

Failure to comply with any reporting responsibilities identified in this contract may result in withholding grant payment(s) or the cancellation of the grant award. The grantee's lack of compliance will also be taken into account when considering future grant applications and awards from the ATPA.

All grantees must comply with the requirements of the Uniform Crime Reporting (UCR) System Act, 1968 PA 319, as amended. This act requires county sheriffs' departments, as well as city, village, and township police departments, to submit monthly UCR data.

The Progress Report (GRANTS-037), Financial Report (GRANTS-035), and Expenditure Detail (GRANTS-036), can be downloaded from the ATPA website at [www.michigan.gov/atpa](http://www.michigan.gov/atpa). The grantee agrees to submit reports in accordance with the schedule referenced in this contract.

All grant-funded employees, including employees of subgrantees, will complete and submit an Employee Time Certification (GRANTS-038). Grantees will submit GRANTS-038 to the ATPA annually via email to [MSPATPA@michigan.gov](mailto:MSPATPA@michigan.gov).

All projects must maintain adequate supporting documentation for financial and progress reports submitted to the ATPA. Failure to provide adequate supporting documentation may adversely affect current-year reimbursements and future ATPA grant requests.

### **ATPA Teams**

The grantee will serve as the fiduciary for the ATPA grant. The fiduciary will be responsible for receiving grant funds, distributing funds to participating team members, and receiving and compiling reports from team members. The grantee will submit grant reports according to the schedule referenced in this contract, as well as those specially requested by the ATPA.

When an agency withdraws an employee from an ATPA team, the ATPA approved budget for that position will remain with the ATPA team. The project director must inform the ATPA when the withdrawal occurs by completing the Project Modification Request (GRANTS-034). The vacant position must be replaced within 30 days or the position will be unfunded unless an extension request has been approved in writing.

Participating agencies are expected to participate on the ATPA team that received the grant award for the entire grant period. Participating agencies that withdraw personnel from the ATPA team before the end of the grant period will be reimbursed based upon the percentage of the grant period in which they participated. The ATPA Board of Directors reserves the right to deny future grant awards based on agency participation.

All personnel who are funded by an ATPA team must have their activities approved by the team commander.

### **III. Program and Financial Review**

#### **On-Site Monitoring and Payments**

ATPA staff will schedule appointments with grantees in order to conduct on-site monitoring and grantees must accept these appointments.

Grantees must maintain separate accounting records to document grant revenues and expenditures.

This grant is reimbursement only (excluding non-profit organizations). Grantees must document that expenditures have been paid by local sources before requesting reimbursement from the ATPA.

Supporting documentation which must be submitted with the financial report is as follows:

- Time and Attendance: Payroll expenditures must be supported by employee's earning history, attendance sheet, time sheet, payroll register, and duty log. These records must be retained and made available to ATPA staff during on-site monitoring.
  - o Law Enforcement and Prosecutors Only - Attach the monthly duty logs to the Financial Report (GRANTS-035) when submitted.
- Fringe Benefits and Overtime: Retain a copy of cost allocations for fringe benefits charged to the ATPA program.
  - o Law Enforcement and Prosecutors Only - Each person's overtime hours must not exceed twenty percent of the person's actual regular hours worked. For grantees only paying overtime, this limit does not apply.
- All payments for expenditures (e.g., utilities, office rent, copier use, vehicle lease/rent, cell phones) must be supported by an actual invoice or the method of determining cost.
- Equipment Procurement Procedures/Consultant/Contractual Service: Grantees must attach a copy of the actual invoice or the method of determining cost.

Payment Procedure: For non-profit organizations only, advance payment, with exception, will be based on prior experience and budget limitations. The ATPA agrees to provide the agency with an advance as needed, up to 90 percent of the total ATPA share. Non-profit organizations must submit the Financial Report (GRANTS-035) to request an advance payment. Non-profit organizations acknowledge that upon receipt of this advance, a liability due to the ATPA will be established. The liability will be reduced as expended and reported to the ATPA. Any unexpended funds shall be promptly returned to the ATPA.

- Advances are conditional upon receipt of financial and progress reports completed in accordance with grant conditions. The final payment will be made on a reimbursement basis.

All grantees must sign up through the online SIGMA Self Service vendor registration process to receive State of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits, as mandated by the Management and Budget Act, 1984 PA 431, MCL 18.1283a. Vendor registration information is available on the Michigan Department of Technology, Management and Budget's (DTMB) website located at [www.michigan.gov/SIGMAVSS](http://www.michigan.gov/SIGMAVSS).

Should the grantee discover an error in a previous reimbursement request, the grantee shall immediately notify the ATPA and refund the ATPA any funds not authorized for use under this contract and any payments or funds advanced to the grantee in excess of allowable reimbursable expenses.

Mileage Expense for Non-profit Organizations: Limited to the grantee's established mileage reimbursement allowance for non-federally funded activities, not to exceed the ATPA approved budget amount. Grantees must provide supporting documentation for these expenses.

Vehicle Usage/Rental Expenses for Law Enforcement and Prosecutors: Limited to the grantee's established reimbursement policy for non-federally funded activities, not to exceed the ATPA approved budget amount.

#### **IV. Criminal or Administrative Investigations/Charges**

If any employee of the grantee/subgrantee associated with this grant project becomes aware of a criminal or administrative investigation or charge that directly or indirectly involves grant funds referenced in this contract, the grantee shall immediately notify the ATPA's Executive Director in writing that such an investigation has been initiated or that a charge has been issued.

#### **V. Debarment, Suspension, and Other Responsibility Matters (Direct Recipient)**

Pursuant to Executive Order 12549 (Debarment and Suspension) and implemented at 2 C.F.R. Part 2867 for prospective participants in primary covered transactions as defined at 28 C.F.R. Part 2867, Section 2867.20(a) the grantee certifies that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency.
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them and are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, on making false statements, or receiving stolen property;
- Have not within a two-year period preceding this application been convicted of a felony criminal violation under any federal law; and
- Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

#### **VI. Suspension/Termination**

The ATPA and/or the grantee may suspend and/or terminate this contract without further liability or penalty to the ATPA for any of the following reasons:

- Failure to comply with any of the terms of this contract. Suspension requires immediate action by the grantee to comply with the terms of this contract; otherwise, termination by the ATPA may occur.
- Failure of the grantee to make satisfactory progress toward the measurable objectives set forth in this contract.
- Filing false certification in this contract or other report or document.

This contract may be terminated by either party by giving 15-days written notice to the other party. Such written notice will provide valid, legal reasons for termination, along with the effective date of termination.

This contract may be terminated immediately if the grantee, an official of the grantee, or an owner is convicted of any activity referenced in Section IV of this contract during the term of this contract or any extension thereof.

Should this contract be terminated by either party, within 30 days after the termination, the grantee shall provide the ATPA with all financial, performance, and other reports required as a condition of this contract. The ATPA will make payments to the grantee for allowable reimbursable costs not covered by previous payments. The grantee shall immediately refund to the ATPA any funds not authorized for use and any payments or funds advanced to the grantee in excess of allowable reimbursable expenditures.

## VII. Liability

All liability to third parties; loss or damage as a result of claims; and demands, costs, or judgments arising out of activities such as direct service delivery to be carried out by the grantee in the performance of this contract shall be the responsibility of the grantee and not the responsibility of the ATPA if the liability, loss, or damage is caused by or arises out of the actions or failure to act on the part of the grantee, any subgrantee, or anyone directly or indirectly employed by the grantee, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the grantee or its employees by statute or court decisions.

All liability to third parties; loss, or damage as a result of claims; demands, costs, or judgments arising out of activities such as the provision of policy and procedural direction to be carried out by the ATPA in the performance of this contract shall be the responsibility of the ATPA and not the responsibility of the grantee if the liability, loss, or damage is caused by or arises out of the action or failure to act on the part of any ATPA employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity by the state of Michigan, its agencies (the ATPA), or employees as provided by statute or court decisions.

In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the grantee and ATPA in fulfillment of their responsibilities under this contract, such liability, loss, or damage shall be borne by the grantee and the ATPA in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the grantee, the state of Michigan, its agencies (the ATPA), or their employees, respectively, as provided by statute or court decisions.

It is specifically understood and agreed that, if the State of Michigan or any County is party to this contract, nothing in this Section will require such party to indemnify any other party or entity in any litigation that may arise from the performance of this contract. This is not to be construed as a waiver of governmental immunity.

## VIII. Eligible Expenditures

All eligible expenditures listed below with identified amounts are the ATPA portion; agencies are responsible for appropriate match as identified in Section I. Any expenditure not detailed below must have approval from the ATPA prior to acquisition/purchase.

- Regular salaries.
  - Longevity costs.
  - Fringe benefits (FICA, unemployment, workers compensation, retirement, life, medical, dental and vision insurance).
  - Overtime hours. Hours must not exceed 20 percent of the total sworn employees' budgeted salary/fringe amount. This amount is cumulative for the team and can be utilized at the teams' discretion. For grantees only paying overtime, this limit does not apply.
  - Travel and meals. Travel outside normal territory, not to exceed \$1,000 per employee/per year.
  - Vehicle operation cost. Not to exceed:
    - o Law enforcement agency - Calculated at \$10,000 per employee/per year. Costs are cumulative, not limited per employee. Only vehicles engaged in road patrols/investigations are eligible.
- o Prosecutor's office - \$750 per assistant prosecuting attorney/per year for mileage and parking reimbursement.
  - o Non-profit organization - \$1,500 per employee/per year for mileage reimbursement.
  - Office space or utilities. Requires prior approval.
  - Office furniture. Requires prior approval.
  - Copier purchase/usage. Not to exceed:
    - o Law enforcement agency - \$1,200 per year.
    - o Prosecutor's office - \$1,200 per year.
    - o Non-profit organization - \$2,400 per year.
  - Phone installation. Prior approval is required.

- Landline phone purchase/usage. Not to exceed:
  - o Law enforcement agency and prosecutor's office - \$750 per person/per year.
  - o Non-profit organization - \$1,500 per year.
- Office supplies. Not to exceed \$200 per year/per person.
- Investigative supplies for law enforcement agency (sworn employees only). Not to exceed \$300 per year/per person.
- Computer purchase. Prior approval is required.
- Cell phone purchase/usage. Prior approval is required.
- Motor vehicle theft-related association dues, including dues to the International Association of Automobile Theft Investigators and Michigan Association of Vehicle Theft Investigators.
- Training or conference for educational purposes relating to vehicle theft/fraud investigations. Prior approval is required.

#### IX. Ineligible Expenditures

This is not an all-inclusive list. Prior approval is required for any expenditure(s) not listed below.

- Inordinate fringes, including, but not limited to, lump sum payments (e.g., banked sick/vacation time, bonuses, pensions, health benefits, and holiday pay).
- Health care benefit waiver bonuses.
- Indirect costs.
- Expenditure(s) incurred before or after the grant period.
- Any administrative costs not directly related to the administration of this grant.
- In-car terminals and system.
- Law Enforcement Information Network (LEIN) usage fees.
- Vehicle, liability, or professional insurance.
- Non-motor vehicle theft-related membership and agency dues.
- Entertainment.
- Expenditures in excess of approved budget.
- Clothing/cleaning/gun allowance.
- Emergency response compensation.
- Show-up pay.
- Educational incentives (e.g., college courses and trade schools).
- First-class travel.
- Costs incurred applying for this grant (e.g., consultants, grant writers).
- Personnel, including law enforcement officers, not connected to the project to which this grant refers.
- Fundraising and any associated salaries or expenses.
- Legal fees.
- Purchase of promotional items unless prior approval is received in writing.
- Contributions and donations.
- Fines and penalties.
- Losses from uncollectible bad debts.
- Purchases of land.
- Military-type equipment such as armored vehicles, explosive devices, and other items typically associated with military arsenal.
- Construction costs and/or renovation, including remodeling.
- Expert witness fees.
- Weapons, including tasers.
- Conducting law enforcement operations with the intent of generating revenue for personal or agency gain through deceitful, fraudulent, unethical, or illegal methods.

#### X. Law Enforcement Objectives

- Reduce the number of motor vehicle thefts in your grant area by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved, and reducing false motor vehicle theft reports.
- Reduce the economic gain associated with motor vehicle theft by recovering stolen vehicles/parts/equipment and by identifying fraudulent insurance activity.
- Recover more in stolen vehicles/parts/equipment value than the total approved grant award from the ATPA.

- Comply with ATPA guidelines/policies/conditions and UCR requirements for submission of data.
- Maintain clear and reliable documentation for the project's performance activity and financial expenditures.
- Following auction, report to the ATPA the dollar amount deposited into the forfeiture account on the Progress Report (GRANTS-037).
- A team member shall attend regular meetings for area detectives and insurance investigators, including participation in the Anti Car Theft (ACT) meetings. Please note that email correspondence will be accepted in lieu of physical attendance.

#### XI. Law Enforcement Evaluation Criteria (See Section XVII. Arrest Ranking)

- Number of 14 point motor vehicle theft (MVT) related arrests.
- Number of 12 point MVT related arrests.
- Number of ten point MVT related arrests.
- Number of eight point MVT related arrests.
- Number of six point MVT related arrests.
- Number of four point MVT related arrests.
- Number of two point MVT related arrests.
- Number of insurance fraud related arrests.
- Number of passenger vehicles recovered.
- Dollar value of passenger vehicles recovered.
- Number of other vehicles recovered.
- Dollar value of other vehicles recovered.
- Number of parts parts/equipment recovered.
- Dollar value of parts/equipment recovered.
- Number of commercial vehicles recovered.
- Dollar value of commercial vehicles recovered.
- Dollar amount deposited into forfeiture account.

#### XII. Prosecutor Objectives

- Provide full-time access to the judicial system for the ATPA task forces in the grant area and provide opportunities to informally discuss cases and legal issues.
- Vertically prosecute all selected motor vehicle theft related cases.
- Maintain a policy of plea bargaining only when absolutely necessary.
- Achieve an overall conviction rate of 80 percent.
- Achieve a trial conviction rate of 70 percent.
- Strive for maximum sentence lengths for defendants.
- Maintain clear and reliable documentation of project's financial expenditures and performance activity.

#### XIII. Prosecutor Evaluation Criteria

- Number of cases initiated.
- Number of preliminary exams held.
- Number of preliminary exams waived.
- Number of cases disposed pre-trial.
- Number of defendants who pled guilty to original charge.
- Number of defendants who pled guilty to lesser included offense.
- Number of plea bargain dismissals.
- Number of other dismissals.
- Number of cases disposed by trial (jury/judge).
- Number of defendants convicted on original charge.
- Number of defendants convicted on reduced charge.
- Number of defendants incarcerated.
- Number of defendants fined/placed on probation.
- Dollar amount of restitution ordered.
- Number of defendants convicted of insurance fraud.

#### XIV. Non-Profit Organization Objectives

- Conduct 15 motor vehicle theft awareness education programs/seminars (minimum of 20 attendees each).
- Etch 200 vehicles.

- Distribute 1,500 ATPA approved auto theft preventative fliers/brochures regarding motor vehicle theft prevention.
- Write and publish no less than 5 articles about motor vehicle theft prevention. The articles must cite the ATPA as a source of funding. Forward article copies to the ATPA.
- Contact 200 residences within your community with a door-to-door strategy. Inform them of the most up to date auto theft prevention strategies.
- Maintain clear and reliable documentation of project's financial expenditures and performance activity.

**XV. Non-Profit Organization Evaluation Criteria**

- Number of programs/seminars conducted.
- Number of vehicles etched.
- Number of fliers/brochures distributed.
- Number of theft prevention articles written and published.
- Number of residences contacted.

**XVI. Reporting Schedule**

Organization Type	Quarterly Progress and Financial Reports		Due Date
Law Enforcement Agency	Progress Report (GRANTS-037)	10-01-19 to 12-31-19	01-31-20
	Financial Report (GRANTS-035)	10-01-19 to 12-31-19	01-31-20
Prosecuting Attorney's Office	Progress Report (GRANTS-037)	01-01-20 to 03-31-20	04-30-20
	Financial Report (GRANTS-035)	01-01-20 to 03-31-20	04-30-20
Non-Profit Organization	Progress Report (GRANTS-037)	04-01-20 to 06-30-20	07-31-20
	Financial Report (GRANTS-035)	04-01-20 to 06-30-20	07-31-20
	Financial Report (GRANTS-035)	07-01-20 to 09-30-20	10-15-20
	Progress Report (GRANTS-037)	07-01-20 to 09-30-20	10-31-20

Felony Charges	MCL	Arrest Points
Altering Vehicle Identification Number with Intent to Mislead	750.415	10
Arson - Owner Involved	750.75	14
Car-jacking	750.529a	8
Chop Shop	750.535a	14
Continuing Criminal Enterprise	750.159i	14
Counterfeit Insurance Certificates	257.222	6
Embezzlement	750.174	6
Failure to Return Rental Vehicle	750.362	6
False Certification	257.903	12
False Police Report	750.411a	8
False Pretenses	750.218	12
False Statement in Application for Title	257.254	12
Forged License Documents/License Plates	257.257	6
Insurance Fraud - Owner Staged Arson/Larceny/Theft	500.4511	14
Interstate Transportation of Stolen Motor Vehicle	750.535	14
Larceny by Conversion	750.362	6
Larceny from Motor Vehicle	750.356a	4
Obtain Personal Identification (ID) Without Permission	257.324	6
Odometer Fraud	257.233a	12
Operating License Forged, Altered, or False	257.324	6
Possess or Sell Rosette Rivets	750.415	4
Possess Stolen Vehicle with Intent to Pass Title	257.254	10
Repair - Salvage Facility Violation	257.217	4
Receiving and Concealing Stolen Property	750.535	8
Unlawfully Driving Away Automobile	750.413	6
Unlawful Use	750.414	4
Use Fraudulent ID to Lease or Purchase Vehicle	750.415	12
All Other Charges		2

**XVII. Arrest Ranking**

**Note to Arrest Rankings:**

- Team takes credit for most serious charge against subject and ignores others.
- Team takes credit for original arrest charge, even if reduced later by prosecutor.
- If subject is arrested on three separate warrants, team may count three arrests.
- Attempted crimes or conspiracy to commit crime earns same points as listed.

**XVIII. Special Conditions**



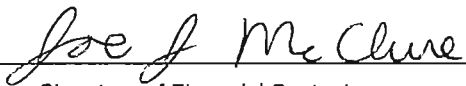

This contract is valid upon approval and execution by the ATPA.

This contract is conditionally approved, subject to and contingent upon the availability of funds.

The grantees will not assume any responsibility or liability for costs incurred by the ATPA prior to the full execution of this contract.

**XIX. Contract Signatures**

Grant funding will not be released until all requirements of the signed grant contract have been agreed upon. The undersigned has the authority to accept the terms of this grant contract.

<u>Daryl Green</u>	<u></u>	<u>14SEP2020</u>
Printed Name of Authorized Official	Signature of Authorized Official	Date
<u>Ryan Smith</u>	<u></u>	<u>9/14/20</u>
Printed Name of Project Director	Signature of Project Director	Date
<u>Joe McClure</u>	<u></u>	<u>9/14/20</u>
Printed Name of Financial Contact	Signature of Financial Contact	Date
<u></u>	Digitally signed by Insp. Michael Johnson Date: 2020.09.21 12:19:00 -04'00'	
Printed Name of ATPA Executive Director	Signature of ATPA Executive Director	Date



STATE OF MICHIGAN

DEPARTMENT OF STATE POLICE  
AUTOMOBILE THEFT PREVENTION AUTHORITY  
LANSING

GRETCHEN WHITMER  
GOVERNOR

COL. JOSEPH M. GASPER  
DIRECTOR

September 10, 2020

Chief Daryl Green  
Lansing Police Department  
120 West Michigan Avenue  
Lansing, Michigan 48933

RE: 23-21 Operation A.R.T.I.C.

Dear Chief Green:

I am pleased to inform you that your application to the Michigan State Police, Grants and Community Services Division, Auto Theft Prevention Authority (ATPA), has been selected to receive grant funding. With a focus on innovative programs that address auto theft and fraud, your efforts are valued and appreciated. The award for your team/project, pending the finalization of the Grant Agreement (contract), is \$168,093. The ATPA portion of your award is \$100,855.80, and the match requirement is \$67,237.20. **Please note that the ATPA Board of Directors has issued a one-time 60/40 funding match for FY2021.** Further details regarding allowable expenditures is contained in the enclosed grant contract.

It is crucial that you read through the entire contract to be sure you and your financial officer are aware of and able to abide by the grant requirements. Contract requirements will be enforced. Non-compliance of contract requirements may result in grant suspension and financial penalties. The deadline for returning your signed contract is September 30, 2020.

If you have any questions or concerns regarding your award, please contact Insp. Michael Johnson, ATPA Executive Director (acting), at JohnsonM45@michigan.gov or 517-243-3232. We look forward to working with you.

Sincerely,

Digitally signed by Insp. Michael Johnson  
Date: 2020.09.09 12:37:33 -04'00'

Insp. Michael Johnson, Executive Director (acting)  
Automobile Theft Prevention Authority

Enclosure

Undersheriff Daniel Pfannes – Chair  
Chief Curtis Caid, Lt. Col. Chris Kelenske – Representing Law Enforcement  
Ms. Lori Davis, Mr. William Patterson – Representing Automobile Insurers  
Mr. Michael Thompson, Mr. Gene Adamczyk – Representing Purchasers of Automobile Insurance

MICHIGAN STATE POLICE HEADQUARTERS • 7150 HARRIS DRIVE • DIMONDALE, MICHIGAN 48821  
MAILING ADDRESS • P.O. BOX 30634 • LANSING, MICHIGAN 48909  
www.michigan.gov/msp • 517-284-3193

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

**WHEREAS**, Lansing Police Department has submitted application for an annual grant to the Michigan State Police, Grants and Community Services Division for an Automobile Theft Prevention Authority (ATPA) grant; and

**WHEREAS**, the Lansing Police Department was informed on September 10, 2020, that it has been selected to receive grant funding in the amount of \$168,093; and

**WHEREAS**, The Lansing Police Department has a required local match of \$67,237.20 (40%) of the grant; and

**WHEREAS**, The ATPA portion is \$100,855.80 (60%); and

**WHEREAS**, the grant funds will be utilized solely for the benefit of motor vehicle theft prevention programs and initiatives; and

**WHEREAS**, the grant period is October 1, 2020 to September 30, 2021.

**NOW, THEREFORE, BE IT RESOLVED**, the Lansing City Council approves acceptance of the Automobile Theft Prevention Authority grant in the amount of \$168,093 for the program period October 1, 2020 through September 30, 2021; and

**BE IT FINALLY RESOLVED**, that 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: November 2, 2020

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

DEPARTMENT: Police

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

APPLICATION DATE: August 2020

AWARD DATE: 9/21/2021

GRANT CYCLE: 10/1/2020 – 9/30/2021 Check One: \_\_\_ Annual  One-Time

FUND AMOUNT: \$206,121 (Breakdown below should total this amount)

GOODS & SERVICES	\$6,395
PERSONNEL	\$148,367
CONSTRUCTION	<u>\$0.00</u>
LAND	\$0.00
OTHER (Travel)	<u>\$5,679</u>

CITY MATCH (IF APPLICABLE): \$41,224 (20% of grant amount) The source of the match is in-kind volunteers

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

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

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

## VOCA Crime Victim Assistance- 2021

### Facesheet

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#### 1 Demographic Information

- a. Demographic Information Name      Lansing City
- b. Organizational Unit                    CV0047782
- c. Address                                    124 W. Michigan Ave.
- d. Address 2
- e. City                                        Lansing                                    State MI                                    Zip 48933-2500
- f. Federal ID Number                    38-6004628                                    Reference No.                                    069835882
- g. Demographic Information fiscal year (beginning month and day)      October-01
- h. Agency Type
- Native American Tribes                     Private, Non-Profit                     Public
- University

#### Organization Detail

- i. Michigan Solicitation      069835882                                    CCR Registration                                     Yes  No  
Registration Number:
- j. State MESC ID Number:      804640000                                    Sales Tax License  
Number:
- k. Is agency or project operations held in a facility 50 years or older?                                     Yes       No
- l. Agency Type Detail                                    Nonprofit Organization – Domestic and Family Violence and Sexual  
Assault Services

#### Agency Financial Information

- m. Please complete and attach the Financial Capability Questionnaire. Download a copy of the form at URL: <http://ojp.gov/funding/Apply/Resources/FinancialCapability.pdf> 569\_FinanceQuestionairrefy2020.pdf
- n. Select the appropriate radio button to indicate the agency method of accounting.
- Accrual
- Cash
- Modified Accrual

#### 2 Program / Service Information

- a. Program / Service Information Name      VOCA Crime Victim Assistance- 2021
- b. Is implementing agency same as Demographic Information                                     Yes       No
- c. Implementing Agency Name
- d. Project Start Date                                    Oct-01-2020                                    End Date                                    Sep-30-2021
- e. Amount of Funds Allocated                    \$164,897.00                                    Project Cost                                    \$206,121.00

#### Service Impact and Victim Population

- f. Purpose of VOCA Grant:
- Select the appropriate radio button to indicate the purpose of the grant.
- Continue a VOCA-funded victim services project funded in a previous year                     Expand or enhance an existing project not funded by VOCA in the previous year

- Start up a new victim services project
- Start up a new Native American victim services project
- Expand or enhance an existing Native American victim services project

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APP # 729140

**3 Certification / Contacts Information**

a. Civil Rights

Name Rodney Anderson  
Title Civil Rights Contact  
Mailing Address 120 W. Michigan Ave.  
City Lansing State MI Zip 48933  
Telephone (517) 483-6831 Fax  
E-mail Address Rodney.Anderson@lansingmi.gov

b. Project Director

Name Rosalind Arch  
Title Director  
Mailing Address 201 S Magnolia  
City Lansing State MI Zip 48912  
Telephone (517) 899-7959 Fax (517) 483-6829  
E-mail Address Rosalind.Arch@lansingmi.gov

c. Financial Officer

Name Joe McClure  
Title Financial Officer  
Mailing Address 120 Michigan Ave  
City Lansing State MI Zip 48933  
Telephone (517) 483-4808 Fax (517) 483-4524  
E-mail Address joe.mcclure@lansingmi.gov

d. Authorized Official

Name Daryl Green  
Title Program Director  
Mailing Address 120 W. Michigan ave  
City Lansing State MI Zip 48933  
Telephone (517) 483-6803 Fax (517) 377-0035  
E-mail Address dgreen@lansingmi.gov

## Certifications

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APP # 729140

### 4 Assurances and Certifications

#### A. Special Certifications

- a.  By checking this box, the individual or officer certifies that he or she is authorized to approve this grant application for submission to the Department of Health and Human Services on behalf of the responsible governing board, official or Grantee.
- b.  By checking this box, the individual or officer certifies that he or she is authorized to sign the agreement on behalf of the responsible governing board, official or Grantee.

### 5 Federal Compliance

#### A Equal Employment Opportunity Plan (EEO)

Agencies receiving VOCA funding must complete the EEO Certification Form declaring their compliance with the applicable portion of the EEO regulations. Non-profit organizations, Indian Tribes, and medical and education institutions are exempt from the EEO requirement, but they are required to submit a certification form to the Office of Civil Rights (OCR) to claim the exemption.

Please note that your agency is expected to provide all applicable documentation, including the EEO itself (if applicable), on-site or upon request. If your agency is required to prepare an EEO and requires technical assistance in doing so, please contact the OCR main line at (202) 307-0690.

For more information about EEOs and EEO certifications, please refer to the following website:  
<https://ojp.gov/about/ocr/eop.htm>.

1. Is your agency required to prepare an Equal Employment Opportunity Plan (EEO) in accordance with 28 C.F.R. §§42.301-.308?  Yes  No

If yes, when was it completed? 09/15/2017

If no, when did your agency last submit the certification form claiming exemption from the EEO requirement to the Office of Civil Rights?

#### B Limited English Proficiency (LEP)

Sub-grantees of federal assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency. To meet federal requirements, VOCA sub-grantees must complete a Language Assistance Self-Assessment, including the Four Factor Analysis, and write an LEP plan that outlines their policies and procedures for ensuring victims have access to necessary forms of communication, both written and verbal.

Please note that your agency is expected to provide all applicable documentation on-site or upon request.

For more information, please refer to the following websites:

• Language Assistance Self-Assessment and Planning Tool for Recipients of Federal Financial Assistance:  
<https://www.lep.gov/resources/selfassesstool.htm>.

• The Federal Interagency LEP Website: <http://www.lep.gov>.

1. Is the Self Assessment Review available for review?  Yes  No

If yes, when was it completed? 7/10/2018

If no, by what date will the policy be available for review?

2. Is the Four Factor Analysis available for review?  Yes  No

If yes, when was it completed? 7/10/2018

If no, by what date will the policy be available for review?

3. Does your agency have a written policy/plan on providing language access to LEP persons?  Yes  No

If yes, when was it completed? 7/10/2018

If no, by what date will the policy be available for review?

## Narrative

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APP # 729140

### 6 Program Synopsis

The Capital Area Response Effort (CARE) was created in 1996 by the Capital Area Domestic and Sexual Violence Coordinating Council to address the unmet crisis intervention needs of crime victims immediately following an incident of domestic violence involving police response. Over twenty years later, the CARE Program continues to serve victims of domestic violence in the Ingham county area by placing their priorities, needs, interests, and access to accurate information at the center of our work with an emphasis on client self-determination.

The CARE Program provides in-person, first response, crisis intervention to victims of domestic violence after being dispatched by police following an assailant's arrest. The program has also developed a partnership with a local hospital, that will dispatch out an advocate to a survivor receiving medical treatment in the emergency room. In-person crisis response is provided by a CARE staff member or trained volunteers. CARE staff/volunteers meet with the victim at the location chosen by the victim and provided to staff/volunteers by the 911 dispatch supervisor or hospital. These locations could include but are not limited to the victim's home, a hospital, or police precinct. CARE staff/volunteers are on-call seven days a week, 365 days a year. CARE responds between 8:00 AM-1:00 AM. Any calls received after 1:00 AM are responded to the next morning at 8:00 AM. CARE is dispatched out to calls by the Lansing, East Lansing, Lansing Township, Meridian Township, and Michigan State University police departments. This initial crisis intervention is designed to respond to the immediate emotional, psychological, physical health, and safety needs of the victim of domestic violence. During their visit, CARE Program staff/volunteers provide empathic listening, education on the dynamics of domestic violence victimization, and share information/community resources to empower the survivor of domestic violence. The CARE Program is able to safety plan with the survivor, including immediate assistance with transportation to a safe location and/or shelter for the night. The CARE Program's personal needs closet is able to provide clients with urgent need items such as, hygiene products, diapers, cleaning supplies etc., from items donated by the community.

After the initial crisis intervention, the CARE Program is in a unique position to provide follow-up services to survivors of domestic violence. The CARE staff/volunteers develop a trusting relationship between the survivor and CARE during their initial visit. As a result, CARE is better able to assist victims of crime to stabilize their lives after victimization, restore a measure of safety and security, as well as, assist victims to understand and participate in the criminal justice system. A CARE staff member is available 77 hours per week (Sun 3pm-1am, Mon-Wed 8am-1am, Th-Fri 8am-5pm) to provide advocacy to clients. Such advocacy can occur over the phone, in-person at our office, at the police station, and at the court house. This follow-up advocacy is directed by the victim and can include working with the victim to assess the impact of the crime on their life, management of practical problems created by the victimization, and identification of resources available to the victim. If the survivor is interested in participating in the criminal justice process, it can involve providing clients with information about their rights and the court process, notification of key court dates, providing transportation, accompanying the victim to court, assisting with victim impact statements, assisting in recovering property that was retained as evidence, assistance with restitution, and advocating on behalf of clients with court personnel and/or law enforcement.

The CARE Program could not fulfil its mission without the work of dedicated community volunteers.

Currently, approximately 35 CARE volunteers provide post-arrest, first response, crisis intervention to survivors of domestic violence. The Volunteer Coordinator conducts a 20-hour training at the agency for each volunteer prior to the volunteer becoming a CARE Program advocate. These trainings occur three times per year. Once they have completed training and cleared a background check, volunteers sign up for shifts with a partner for evening and weekend shifts (Thur. 5pm-1am, Fri. 5pm-1am, Sat. 8am-1am, Sun. 8am-5pm). The volunteers are provided with an on-call bag which contains agency assessment forms and community resources/pamphlets. After their shift, the volunteers return the completed assessment forms to the CARE Program in order for staff to provide follow-up advocacy with the victim. The Volunteer Coordinator facilitates bi-monthly in-services to keep the volunteers trained on new policies/procedures and to build comradery. It truly takes a village to make a difference, and our volunteers are one-of-a-kind, dedicated change-makers.

## 7 Project Service Area

### 1. Counties

Indicate the County(ies) in which the project will operate and that you propose to provide services by clicking on the appropriate SQUARE BOX(s).

Ingham

### 2. U.S. Congressional, State Senate and State House Districts

1. US Congressional Districts

US Congress District 8

2. State Senate Districts

State Senate District 22

State Senate District 23

3. State House Districts

State House District 67

## 8 Project Resources

### 1. Staff Description

CARE staff consists of the following positions: (1) Director/Advocate, (2) Volunteer Coordinator/Advocate, and (3) Victim Advocate. All three staff members are full time. Continued funding is requested for all three staff members.

The Director is responsible managing the CARE office and directing the overall operation of CARE. The Director provides supervision to the Volunteer Coordinator, Victim Advocate, and agency volunteers. The Director is responsible for grant writing and data collection. The Director provides coordination with local police departments, local hospital and court systems to ensure best practices of working with victims of domestic violence are being utilized. The Director is responsible for responding to police dispatch from five local police departments and one local hospital and providing victims of domestic violence immediate crisis intervention, as well as follow-up advocacy.

The Volunteer Coordinator is responsible for responding to police dispatch from five local police departments and one local hospital and providing victims/survivors of domestic violence immediate crisis intervention. This position also provides short term and long term advocacy for victims/survivors of domestic violence. The Volunteer Coordinator is responsible for recruiting, training, and scheduling CARE volunteers.

The Victim Advocate position is responsible for responding to police dispatch from five local police departments and one local hospital and providing victims of domestic violence immediate crisis intervention. This position also provides short term and long term advocacy for victims of domestic violence. The Victim Advocate is also responsible for reaching out by phone to victims of crime when the abusive partner was not arrested by police. The Victim Advocate is responsible for making phone calls to victims, completing data entry, and maintaining files for these clients.

## 2. Match Waiver

1. Is the agency requesting a match waiver?

Yes  No

If yes, please upload a response to match waiver request questions.

## Work Plan

FOR OFFICE USE ONLY:      Version # \_\_\_\_\_      APP # \_\_\_\_\_

### 9 Work Plan

**Objective :** Objective 1)  
To promote long-term safety and emotional healing of adult victims/survivors and their dependent children.

**Activity :** Activity 1)  
The CARE Program will provide in-person, first response, crisis intervention to victims of domestic violence after being dispatched by police following the assailant's arrest. Additionally, the CARE Program will be dispatched out by hospital staff following the admittance of a survivor seeking medical treatment for injuries related to domestic violence. CARE advocates/volunteers will provide information on crime victim rights and the criminal justice system, referrals to community resources, and emotional support. CARE advocates/volunteers will provide follow-up services including assistance with personal protection orders and victim impact statements, transportation/accompaniment at court-related appearances, and individual advocacy such as applying for assistance programs and working with survivors to acquire housing.

**Responsible Staff :** Director, Volunteer Coordinator, Victim Advocate, Victim Advocate Volunteers

**Date Range :** 10/01/2020 - 09/30/2021

**Expected Outcome :** Expected Outcome 1) 75% or more of individuals who receive domestic violence services and who complete a survey can identify strategies for enhancing their safety and responding to the risk of future abuse.

Expected Outcome 2) 75% of individuals who receive domestic violence services and who complete a survey will report they know more about community resources.

**Measurement :** Measurement  
1-1) CARE staff/volunteers will document any oral feedback provided by survivors following the delivery of in-person, first response, crisis intervention services that will address the desired outcomes. Survivors receiving follow-up services will be given the opportunity to complete a survey that will address the desired outcomes.  
1-2) CARE staff/volunteers will document any oral feedback provided by survivors following the delivery of in-person, first response, crisis intervention services that will address the desired outcomes. Survivors receiving follow-up services will be given the opportunity to complete a survey that will address the desired outcomes.

**Budget**

FOR OFFICE USE ONLY:		Version # _____		APP # 729140					
Line Item	Qty	Rate	Units	UOM	Total	Amount	Cash	Inkind	
<b>DIRECT EXPENSES</b>									
<b>Program Expenses</b>									
<b>1</b>	<b>Salary &amp; Wages</b>						Attachment : <a href="#">Organizational Chart.VOCA.GRANT.202.DOCX</a>		
	Other (Specify)-Program Director Attachment : <a href="#">ZZZ_1_Director Position Description.docx</a>	2080.0000	26.760	0.000	HRS	55,661.00	55,661.00	0.00	0.00
	Volunteer Coordinator Attachment : <a href="#">VCOOR_2_Volunteer Coordinator Posit.DOCX</a>	2080.0000	23.230	0.000	HRS	48,318.00	48,318.00	0.00	0.00
	Victim Advocate Attachment : <a href="#">VAD_3_Evening Advocate Position Des.DOCX</a>	2080.0000	18.040	0.000	HRS	37,523.00	37,523.00	0.00	0.00
<b>Total for Salary &amp; Wages</b>						141,502.00	141,502.00	0.00	0.00
<b>2</b>	<b>Fringe Benefits</b>								
	Unemployment	0.0000	1.838	27000.000		496.00	496.00	0.00	0.00
	FICA	0.0000	7.650	141502.000		10,825.00	10,825.00	0.00	0.00
<b>Total for Fringe Benefits</b>						11,321.00	11,321.00	0.00	0.00
<b>3</b>	<b>Volunteer</b>								
	Victim Advocate Volunteer Attachment :	1551.0000	24.690	0.000	HRS	38,294.00	0.00	0.00	38,294.00

Budget Detail for VOCA Crime Victim Assistance- 2021  
 Agency: Lansing City  
 Application: VOCA Crime Victim Assistance- 2021

9/28/2020

Line Item	Qty	Rate	Units	UOM	Total	Amount	Cash	Inkind
<a href="#">VAV_1_volunteer_victim_advocate_pos.DOCX</a>								
<b>4 Volunteer Fringe Benefits</b>								
FICA	0.0000	7.650	38294.200		2,930.00	0.00	0.00	2,930.00
<b>5 Travel</b>								
Staff Development Training Lodging Notes : Our agency has a travel policy and employee travel will not exceed state rate	500.0000	1.000	0.000	VAR	500.00	500.00	0.00	0.00
Staff Development Training Meals Notes : Our agency has a travel policy and employee travel will not exceed state rate	200.0000	1.000	0.000	VAR	200.00	200.00	0.00	0.00
Direct Service Mileage	6200.0000	0.575	0.000	VAR	3,565.00	3,565.00	0.00	0.00
Staff Development Training Mileage	500.0000	0.575	0.000	VAR	288.00	288.00	0.00	0.00
Staff Development Training Registrations	526.0000	1.000	0.000	VAR	526.00	526.00	0.00	0.00
Other (Specify)-Parking	600.0000	1.000	0.000	VAR	600.00	600.00	0.00	0.00
<b>Total for Travel</b>					5,679.00	5,679.00	0.00	0.00
<b>6 Supplies &amp; Materials</b>								
Photocopier	725.0000	1.000	0.000	NOS	725.00	725.00	0.00	0.00
Office Supplies - Consummable	1200.0000	1.000	0.000	VAR	1,200.00	1,200.00	0.00	0.00
<b>Total for Supplies &amp; Materials</b>					1,925.00	1,925.00	0.00	0.00

Budget Detail for VOCA Crime Victim Assistance- 2021  
 Agency: Lansing City  
 Application: VOCA Crime Victim Assistance- 2021

9/28/2020

Line Item	Qty	Rate	Units	UOM	Total	Amount	Cash	Inkind
<b>7 Contractual</b>								
<b>8 Equipment</b>								
<b>9 Other Expenses</b>								
Communication - Cellular Phone Service	180.0000	12.000	0.000	MTH	2,160.00	2,160.00	0.00	0.00
Communication - Office Phone Service	60.0000	12.000	0.000	MTH	720.00	720.00	0.00	0.00
Other (Specify)-Data Service For Tablets	132.5000	12.000	0.000	MTH	1,590.00	1,590.00	0.00	0.00
<b>Total for Other Expenses</b>					4,470.00	4,470.00	0.00	0.00
<b>Total Program Expenses</b>					206,121.00	164,897.00	0.00	41,224.00
<b>TOTAL DIRECT EXPENSES</b>					206,121.00	164,897.00	0.00	41,224.00
<b>INDIRECT EXPENSES</b>								
<b>Indirect Costs</b>								
<b>1 Indirect Costs</b>								
<b>2 Cost Allocation Plan</b>								
<b>Total Indirect Costs</b>					0.00	0.00	0.00	0.00
<b>TOTAL INDIRECT EXPENSES</b>					0.00	0.00	0.00	0.00
<b>TOTAL EXPENDITURES</b>					<b>206,121.00</b>	<b>164,897.00</b>	<b>0.00</b>	<b>41,224.00</b>

Budget Summary for VOCA Crime Victim Assistance- 2021  
 Agency: Lansing City  
 Application: VOCA Crime Victim Assistance- 2021

9/28/2020

	Category	Total	Amount	Cash	Inkind	Narrative
<b>DIRECT EXPENSES</b>						
<b>Program Expenses</b>						
1	Salary & Wages	141,502.00	141,502.00	0.00	0.00	
2	Fringe Benefits	11,321.00	11,321.00	0.00	0.00	
3	Volunteer	38,294.00	0.00	0.00	38,294.00	
4	Volunteer Fringe Benefits	2,930.00	0.00	0.00	2,930.00	
5	Travel	5,679.00	5,679.00	0.00	0.00	
6	Supplies & Materials	1,925.00	1,925.00	0.00	0.00	
7	Contractual	0.00	0.00	0.00	0.00	
8	Equipment	0.00	0.00	0.00	0.00	
9	Other Expenses	4,470.00	4,470.00	0.00	0.00	
<b>Total Program Expenses</b>		206,121.00	164,897.00	0.00	41,224.00	
<b>TOTAL DIRECT EXPENSES</b>		206,121.00	164,897.00	0.00	41,224.00	
<b>INDIRECT EXPENSES</b>						
<b>Indirect Costs</b>						
1	Indirect Costs	0.00	0.00	0.00	0.00	
2	Cost Allocation Plan	0.00	0.00	0.00	0.00	
<b>Total Indirect Costs</b>		0.00	0.00	0.00	0.00	
<b>TOTAL INDIRECT EXPENSES</b>		0.00	0.00	0.00	0.00	
<b>TOTAL EXPENDITURES</b>		<b>206,121.00</b>	<b>164,897.00</b>	<b>0.00</b>	<b>41,224.00</b>	

Budget Summary for VOCA Crime Victim Assistance- 2021  
 Agency: Lansing City  
 Application: VOCA Crime Victim Assistance- 2021

9/28/2020

**Source of Funds**

	Category	Total	Amount	Cash	Inkind	Narrative
<b>1</b>	<b>Source of Funds</b>					
	Fees and Collections	0.00	0.00	0.00	0.00	
	State Agreement	164,897.00	164,897.00	0.00	0.00	
	Local	0.00	0.00	0.00	0.00	
	Federal	0.00	0.00	0.00	0.00	
	Foundation Grant	0.00	0.00	0.00	0.00	
	United Way Grant	0.00	0.00	0.00	0.00	
	Contributions	0.00	0.00	0.00	0.00	
	Volunteer	41,224.00	0.00	0.00	41,224.00	
	Other(s)	0.00	0.00	0.00	0.00	
	<b>Total Source of Funds</b>	206,121.00	164,897.00	0.00	41,224.00	
	<b>Totals</b>	206,121.00	164,897.00	0.00	41,224.00	

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**Miscellaneous**

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**13 Supporting documentation, if required**

<b>Attachment Title</b>	<b>Attachment</b>

## Attachments Index

FOR OFFICE USE ONLY:      Version # \_\_\_\_\_      APP # 729140

#	Section	Title	File Name
1	VOCA Crime Victim Assistance- 2021	569_FinanceQuestionairrefy2020.pdf	<a href="#">13506_0_569_FinanceQuestionairrefy2020.pdf</a>
2	Budget Detail	Salary & Wages	<a href="#">Organizational Chart.VOCA.GRANT.202.DOCX</a>
3	Budget Detail	Other (Specify)-Program Director	<a href="#">ZZZ_1_Director Position Description.docx</a>
4	Budget Detail	Volunteer Coordinator	<a href="#">VCOOR_2_Volunteer Coordinator Posit.DOCX</a>
5	Budget Detail	Victim Advocate	<a href="#">VAD_3_Evening Advocate Position Des.DOCX</a>
6	Budget Detail	Victim Advocate Volunteer	<a href="#">VAV_1_volunteer victim advocate pos.DOCX</a>



Section / Title: VOCA Crime Victim Assistance - 2015-2019 Final OIG Report 2020.pdf

**Background**

Recipients' financial management systems and internal controls must meet certain requirements, including those set out in the "Part 200 Uniform Requirements" (2.C.F.R. Part 2800).

Including at a minimum, the financial management system of each OJP award recipient must provide for the following:

- (1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, and the name of the Federal agency.
- (2) Accurate, current, and complete disclosure of the financial results of each Federal award or program.
- (3) Records that identify adequately the source and application of funds for Federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income, and interest, and be supported by source documentation.
- (4) Effective control over, and accountability for, all funds, property, and other assets. The recipient must adequately safeguard all assets and assure that they are used solely for authorized purposes.
- (5) Comparison of expenditures with budget amounts for each Federal award.
- (6) Written procedures to document the receipt and disbursement of Federal funds including procedures to minimize the time elapsing between the transfer of funds from the United States Treasury and the disbursement by the OJP recipient.
- (7) Written procedures for determining the allowability of costs in accordance with both the terms and conditions of the Federal award and the cost principles to apply to the Federal award.
- (8) Other important requirements related to retention requirements for records, use of open and machine readable formats in records, and certain Federal rights of access to award-related records and recipient personnel.

1. Name of Organization and Address:

Organization Name: Lansing, City of  
 Street1: 124 W. Michigan Ave  
 Street2:  
 City: Lansing  
 State: MICHIGAN  
 Zip Code: 48933

2. Authorized Representative's Name and Title:

Prefix: First Name: Daryl Middle Name:  
 Last Name: Green Suffix:  
 Title: Chief of Police

3. Phone: 517-483-6040 4. Fax:

5. Email: Daryl.Green@Lansingmi.gov

6. Year Established:	7. Employer Identification Number (EIN): 38-6004628	8. DUNS Number: 06-983-5882
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9. a) Is the applicant entity a nonprofit organization (including a nonprofit institution of higher education) as described in 26 U.S.C. 501(c)(3) and exempt from taxation under 26 U.S.C. 501(a)?  Yes  No

If "No" skip to Question 10.

If "Yes", complete Questions 9. b) and 9. c).



U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS

Approved: OMB No. 1121-0329  
Expires 11/30/2020

Section / Title: VOCA Crime Victim Assistance- 2021 / 569 Finance Operations refy2020 pdf

**AUDIT INFORMATION**

9. b) Does the applicant nonprofit organization maintain offshore accounts for the purpose of avoiding paying the tax described in 26 U.S.C. 511(a)?  Yes  No

9. c) With respect to the most recent year in which the applicant nonprofit organization was required to file a tax return, does the applicant nonprofit organization believe (or assert) that it satisfies the requirements of 26 C.F.R. 53.4958-6 (which relate to the reasonableness of compensation of certain individuals)?  Yes  No

If "Yes", refer to "Additional Attachments" under "What An Application Should Include" in the OJP solicitation (or application guidance) under which the applicant is submitting its application. If the solicitation/guidance describes the "Disclosure of Process related to Executive Compensation," the applicant nonprofit organization must provide -- as an attachment to its application -- a disclosure that satisfies the minimum requirements as described by OJP.

For purposes of this questionnaire, an "audit" is conducted by an independent, external auditor using generally accepted auditing standards (GAAS) or Generally Governmental Auditing Standards (GAGAS), and results in an audit report with an opinion.

10. Has the applicant entity undergone any of the following types of audit(s) (Please check all that apply):

- "Single Audit" under OMB A-133 or Subpart F of 2 C.F.R. Part 200
- Financial Statement Audit
- Defense Contract Agency Audit (DCAA)
- Other Audit & Agency (list type of audit):
- None (if none, skip to question 13)

11. Most Recent Audit Report Issued:  Within the last 12 months  Within the last 2 years  Over 2 years ago  N/A

Name of Audit Agency/Firm: Rehmann Robson

**AUDITOR'S OPINION**

12. On the most recent audit, what was the auditor's opinion?  
 Unqualified Opinion  Qualified Opinion  Disclaimer, Going Concern or Adverse Opinions  N/A: No audits as described above

Enter the number of findings (if none, enter "0"): 4

Enter the dollar amount of questioned costs (if none, enter "\$0"): \$ - 0 -

Were material weaknesses noted in the report or opinion?  Yes  No

13. Which of the following best describes the applicant entity's accounting system:

- Manual
- Automated
- Combination of manual and automated

14. Does the applicant entity's accounting system have the capability to identify the receipt and expenditure of award funds separately for each Federal award?  Yes  No  Not Sure

15. Does the applicant entity's accounting system have the capability to record expenditures for each Federal award by the budget cost categories shown in the approved budget?  Yes  No  Not Sure

16. Does the applicant entity's accounting system have the capability to record cost sharing ("match") separately for each Federal award, and maintain documentation to support recorded match or cost share?  Yes  No  Not Sure



U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS

Approved: OMB No. 1121-0329  
Expires 11/30/2020

Section / Title: VOCA Crime Victim Assistance - 2021 Financial Questionnaire 2020.pdf

- |  |   |
|--|---|
| 17. Does the applicant entity's accounting system have the capability to accurately track employees actual time spent performing work for each federal award, and to accurately allocate charges for employee salaries and wages for each federal award, and maintain records to support the actual time spent and specific allocation of charges associated with each applicant employee? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure |
| 18. Does the applicant entity's accounting system include budgetary controls to preclude the applicant entity from incurring obligations or costs that exceed the amount of funds available under a federal award (the total amount of the award, as well as the amount available in each budget cost category)?   | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure |
| 19. Is applicant entity familiar with the "cost principles" that apply to recent and future federal awards, including the general and specific principles set out in 2 C.F.R. Part 200?  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure |

**PROPERTY STANDARDS AND PROCUREMENT STANDARDS**

- |  |   |
|--|---|
| 20. Does the applicant entity's property management system(s) maintain the following information on property purchased with federal award funds (1) a description of the property; (2) an identification number; (3) the source of funding for the property, including the award number; (4) who holds title; (5) acquisition date; (6) acquisition cost; (7) federal share of the acquisition cost; (8) location and condition of the property; (9) ultimate disposition information? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure |
| 21. Does the applicant entity maintain written policies and procedures for procurement transactions that -- (1) are designed to avoid unnecessary or duplicative purchases; (2) provide for analysis of lease versus purchase alternatives; (3) set out a process for soliciting goods and services, and (4) include standards of conduct that address conflicts of interest?  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure |
| 22. a) Are the applicant entity's procurement policies and procedures designed to ensure that procurements are conducted in a manner that provides full and open competition to the extent practicable, and to avoid practices that restrict competition?  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure |
| 22. b) Do the applicant entity's procurement policies and procedures require documentation of the history of a procurement, including the rationale for the method of procurement, selection of contract type, selection or rejection of contractors, and basis for the contract price?  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure |
| 23. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from entering into a procurement contract under a federal award with any entity or individual that is suspended or debarred from such contracts, including provisions for checking the "Excluded Parties List" system ( <a href="http://www.sam.gov">www.sam.gov</a> ) for suspended or debarred sub-grantees and contractors, prior to award?                             | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure |

**TRAVEL POLICY**

24. Does the applicant entity:
- (a) maintain a standard travel policy?  Yes  No
- (b) adhere to the Federal Travel Regulation (FTR)?  Yes  No

**SUBRECIPIENT MANAGEMENT AND MONITORING**

- |  |  |
|--|--|
| 25. Does the applicant entity have written policies, procedures, and/or guidance designed to ensure that any subawards made by the applicant entity under a federal award -- (1) clearly document applicable federal requirements, (2) are appropriately monitored by the applicant, and (3) comply with the requirements in 2 CFR Part 200 (see 2 CFR 200.331)? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure<br><br><input type="checkbox"/> N/A - Applicant does not make subawards under any OJP awards |
|--|--|



U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS

Approved: OMB No. 1121-0329  
Expires 11/30/2020

Section / Title: VOCA Crime Victim Assistance 2021 / 506 Finance Questionnaire 2020.pdf

26. Is the applicant entity aware of the differences between subawards under federal awards and procurement contracts under federal awards, including the different roles and responsibilities associated with each?

Yes  No  Not Sure  
 N/A - Applicant does not make subawards under any OJP awards

27. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from making a subaward under a federal award to any entity or individual is suspended or debarred from such subawards?

Yes  No  Not Sure  
 N/A - Applicant does not make subawards under any OJP awards

**DESIGNATION AS 'HIGH-RISK' BY OTHER FEDERAL AGENCIES**

28. Is the applicant entity designated "high risk" by a federal grant-making agency outside of DOJ? (High risk includes any status under which a federal awarding agency provides additional oversight due to the applicant's past performance, or other programmatic or financial concerns with the applicant.)

Yes  No  Not Sure

If "Yes", provide the following:

(a) Name(s) of the federal awarding agency:

[Redacted]

(b) Date(s) the agency notified the applicant entity of the "high risk" designation:

[Redacted]

(c) Contact information for the "high risk" point of contact at the federal agency:

Name: [Redacted]

Phone: [Redacted]

Email: [Redacted]

(d) Reason for "high risk" status, as set out by the federal agency:

[Redacted]

**CERTIFICATION ON BEHALF OF THE APPLICANT ENTITY**

(Must be made by the chief executive, executive director, chief financial officer, designated authorized representative ("AOR"), or other official with the requisite knowledge and authority)

On behalf of the applicant entity, I certify to the U.S. Department of Justice that the information provided above is complete and correct to the best of my knowledge. I have the requisite authority and information to make this certification on behalf of the applicant entity.

Name: Daryl Green Date: 12 AUG 2019

Title:  Executive Director  Chief Financial Officer  Chairman  
 Other: Chief of Police

Phone: 517-483-4801

**Grant Agreement Between**  
**Michigan Department of Health and Human Services**  
**hereinafter referred to as the "Department"**  
**and**  
**Lansing City**  
**124 W. Michigan Ave.**  
**Lansing MI 48933 2500**  
**Federal I.D.#: 38-6004628, DUNS#: 069835882**  
**hereinafter referred to as the "Grantee"**  
**for**  
**VOCA Crime Victim Assistance- 2021**  
**Part 1**

**1. Period of Agreement:**

This Agreement will commence on the date of the Grantee's signature or October 1, 2020, whichever is later, and continue through September 30, 2021. No activity will be performed and no costs to the state will be incurred prior to October 1, 2020 or the effective date of the Agreement, whichever is later. Throughout the Agreement, the date of the Grantee's signature or October 1, 2020, whichever is later, shall be referred to as the start date. This Agreement is in full force and effect for the period specified.

**2. Program Budget and Agreement Amount:**

**A. Agreement Amount**

The total amount of this Agreement is \$206,121.00. Under the terms of this Agreement, the Department will provide funding not to exceed \$164,897.00. The source of funding provided by the Department and approved indirect rate shall be followed as described in Attachment 1 of this Agreement, which is part of this Agreement.

The Agreement is designated as a:

- Subrecipient relationship (federal funding); or
- Recipient (non-federal funding).

The Agreement is designated as:

- Research and development project; or
- Not a research and development project.

**B. Equipment Purchases and Title**

Any Grantee equipment purchases supported in whole or in part through this Agreement must be listed in the supporting Equipment Inventory Schedule which should be attached to the Final Financial Status Report. Equipment means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Title to items having a unit acquisition cost of less than \$5,000 shall vest with the Grantee upon acquisition. The Department reserves the right to retain or transfer the title to all items of equipment having a unit acquisition cost of \$5,000 or more, to the extent that the Department's proportionate interest in such equipment supports such retention or transfer of title.

**C. Deviation Allowance**

A deviation allowance modifying an established budget category by \$10,000 or 15%, whichever is greater, is permissible without prior written approval of the Department. Any modification or deviations in excess of this provision, including any adjustment to the total amount of this Agreement, must be made in writing and executed by all parties to this Agreement before the modifications can be implemented. This deviation allowance does not authorize new categories, subcontracts, equipment items or positions not shown in the attached Program Budget Summary and supporting detail schedules.

**3. Purpose:**

The focus of the program is to expand and enhance local services available to crime victims. The safety, rights, dignity, and healthy recovery of victims of crime are the dominant focus of this effort.

**4. Statement of Work:**

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

**5. Financial Requirements:**

The financial requirements shall be followed as described in Part 2 and Attachment B, which are part of this Agreement.

**6. Performance/Progress Report Requirements:**

The progress reporting methods shall be followed as described in Part 2 and Attachment C, which are part of this Agreement.

**7. General Provisions:**

The Grantee agrees to comply with the General Provisions outlined in Part 2 and Attachment E, which are part of this Agreement.



**10. Special Conditions:**

- A. This Agreement is valid upon approval and execution by the Department which may be contingent upon approval by the State Administrative Board and signature by the Grantee.
- B. This Agreement is conditionally approved subject to and contingent upon the availability of funds.
- C. Based on the availability of funding, the Department may specify the amount of funding the Grantee may expend during a specific time period within the Agreement Period.
- D. The Department will not assume any responsibility or liability for costs incurred by the Grantee prior to the start date of this Agreement.
- E. The Grantee is required by 2004 PA 533 to receive payments by electronic funds transfer.

**11. Special Certification:**

The individual or officer signing this Agreement certifies by their signature that they are authorized to sign this Agreement on behalf of the responsible governing board, official or Grantee.

**12. Signature Section:**

**For the GRANTEE  
Lansing City**

Daryl Green

Program Director

---

Name

Title

Date

**For the Michigan Department of Health and Human Services**

Jeanette Hensler

09/24/2020

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Jeanette Hensler, Director

Date

Grants Division, Bureau of Grants and Purchasing

**Part 2**  
**General Provisions**

**I. Responsibilities - Grantee**

The Grantee, in accordance with the general purposes and objectives of this Agreement shall:

**A. Publication Rights**

1. Copyright materials only when the Grantee exclusively develops books, films or other such copyrightable materials through activities supported by this Agreement. The copyrighted materials cannot include recipient information or personal identification data. Grantee provides the Department a royalty-free, non-exclusive and irrevocable license to reproduce, publish and use such materials copyrighted by the Grantee and authorizes others to reproduce and use such materials.
2. Obtain prior written authorization from the Department's Office of Communications for any materials copyrighted by the Grantee or modifications bearing acknowledgment of the Department's name prior to reproduction and use of such materials. The state of Michigan may modify the material copyrighted by the Grantee and may combine it with other copyrightable intellectual property to form a derivative work. The state of Michigan will own and hold all copyright and other intellectual property rights in any such derivative work, excluding any rights or interest granted in this Agreement to the Grantee. If the Grantee ceases to conduct business for any reason or ceases to support the copyrightable materials developed under this Agreement, the state of Michigan has the right to convert its licenses into transferable licenses to the extent consistent with any applicable obligations the Grantee has.
3. Obtain written authorization, at least 14 days in advance, from the Department's Office of Communications and give recognition to the Department in any and all publications, papers and presentations arising from the Agreement activities.
4. Notify the Department's Bureau of Grants and Purchasing 30 days before applying to register a copyright with the U.S. Copyright Office. The Grantee must submit an annual report for all copyrighted materials developed by the Grantee through activities supported by this Agreement and must submit a final invention statement and certification within 60 days of the end of the Agreement period.
5. Not make any media releases related to this Agreement, without prior written authorization from the Department's Office of Communications.

**B. Fees**

1. Guarantee that any claims made to the Department under this Agreement shall not be financed by any sources other than the Department under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to budget the additional source of funds and reflect the source of funding on the Financial Status Report.
2. Make reasonable efforts to collect 1st and 3rd party fees, where applicable, and report those collections on the Financial Status Report. Any under recoveries of otherwise available fees resulting from failure to bill for eligible activities will be excluded from reimbursable expenditures.

**C. Grant Program Operation**

Provide the necessary administrative, professional and technical staff for operation of the grant program. The Grantee must obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of this Agreement.

Use an accounting system that can identify and account for the funds received from each separate grant, regardless of funding source, and assure that grant funds are not commingled.

**D. Reporting**

Utilize all report forms and reporting formats required by the Department at the start date of this Agreement and provide the Department with timely review and commentary on any new report forms and reporting formats proposed for issuance thereafter.

**E. Record Maintenance/Retention**

Maintain adequate program and fiscal records and files, including source documentation, to support program activities and all expenditures made under the terms of this Agreement, as required. The Grantee must assure that all terms of the Agreement will be appropriately adhered to and that records and detailed documentation for the grant project or grant program identified in this Agreement will be maintained for a period of not less than four years from the date of termination, the date of submission of the final expenditure report or until litigation and audit findings have been resolved. This section applies to the Grantee, any parent, affiliate, or subsidiary organization of the Grantee and any subcontractor that performs activities in connection with this Agreement.

**F. Authorized Access**

1. Permit within 10 calendar days of providing notification and at reasonable times, access by authorized representatives of the Department, Federal Grantor Agency, Inspector Generals, Comptroller General of the United States and State Auditor General, or any of their duly authorized representatives, to records, papers, files, documentation

and personnel related to this Agreement, to the extent authorized by applicable state or federal law, rule or regulation.

2. Acknowledge the rights of access in this section are not limited to the required retention period. The rights of access will last as long as the records are retained.
3. Cooperate and provide reasonable assistance to authorized representatives of the Department and others when those individuals have access to the Grantee's grant records.

## **G. Audits**

This section only applies to Grantees designated as subrecipients by the Department (see Part 1, Section II.A.).

### 1. Required Audit or Audit Exemption Notice

Submit to the Department either a Single Audit, Financial Related Audit or Audit Exemption Notice as described below. A Financial Related Audit is applicable to for-profit Grantees that are designated as subrecipients. If submitting a Single Audit or Financial Related Audit, Grantees must also submit a corrective action plan prepared in accordance with 2 CFR 200.511(c) for any audit findings that impact the Department funded programs, and management letter (if issued) with a corrective action plan.

#### a. Single Audit

Grantees that are a state, local government or non-profit organization that expend \$750,000 or more in federal awards during the Grantee's fiscal year must submit a Single Audit to the Department, regardless of the amount of funding received from the Department. The Single Audit must comply with the requirements of 2 CFR 200 Subpart F. The Single Audit reporting package must include all components described in 2 CFR 200.512 (c).

#### b. Financial Related Audit

Grantees that are for-profit organizations that expend \$750,000 or more in federal awards during the Grantee's fiscal year must submit either a financial related audit prepared in accordance with Government Auditing Standards relating to all federal awards, or an audit that meets the requirements contained in 2 CFR 200 Subpart F, if required by the federal awarding agency.

#### c. Audit Exemption Notice

Grantees exempt from the Single Audit and Financial Related Audit requirements (a. and b. above) must submit an Audit Exemption Notice that certifies these exemptions. The template Audit Exemption Notice and further instructions are

available at State of Michigan - MDHHS by selecting Inside MDHHS – MDHHS Audit - Audit Reporting.

2. Financial Statement Audit

Grantees exempt from the Single Audit and Financial Related Audit requirements (that are required to submit an Audit Exemption Notice as described above) must submit to the Department a Financial Statement Audit prepared in accordance with generally accepted auditing standards if the audit includes disclosures that may negatively impact the Department funded programs including but not limited to fraud, going concern uncertainties, financial statement misstatements and violations of the Agreement requirements. If submitting a Financial Statement Audit, Grantees must also submit a corrective action plan for any audit findings that impact the Department funded programs.

3. Due Date and Where to Send

Submit the required audit and any other required information (i.e., corrective action plan, and management letter with a corrective action plan), and/or Audit Exemption Notice to the Department within nine months after the end of the Grantee's fiscal year by e-mail to MDHHS-AuditReports@michigan.gov. The required submissions must be assembled in PDF files and compatible with Adobe Acrobat (read only). The subject line must state the agency name and fiscal year end. The Department reserves the right to request a hard copy of the audit materials if for any reason the electronic submission process is not successful.

4. Penalty

a. Delinquent Single Audit or Financial Related Audit

If the Grantee does not submit the required Single Audit or Financial Related Audit, including any management letter and applicable corrective action plan(s) within nine months after the end of the Grantee's fiscal year, the Department may withhold from any payment from the Department to the Grantee an amount equal to five percent of the audit year's grant funding (not to exceed \$200,000) until the required filing is received by the Department. The Department may retain the amount withheld if the Grantee is more than 120 days delinquent in meeting the filing requirements. The Department may terminate any current grant agreements if the Grantee is more than 180 days delinquent in meeting the filing requirements.

b. Delinquent Audit Exemption Notice

Failure to submit the Audit Exemption Notice, when required, may result in withholding from any payment from Department to

the Grantee an amount equal to one percent of the audit year's grant funding until the Audit Exemption Notice is received.

5. Other Audits

The Department or federal agencies may also conduct or arrange for agreed upon procedures or additional audits to meet their needs.

**H. Subrecipient/Contractor Monitoring**

1. When passing federal funds through to a subrecipient (if the Agreement does not prohibit the passing of federal funds through to a subrecipient), the Grantee must:
  - a. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the information required by 2 CFR 200.331 (a).
  - b. Ensure the subrecipient complies with all the requirements of this Agreement.
  - c. Evaluate each subrecipient's risk for noncompliance as required by 2 CFR 200.331(b).
  - d. Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations and the terms and conditions of the subawards; that subaward performance goals are achieved; and that all monitoring requirements of 2 CFR 200.331(d) are met including reviewing financial and programmatic reports, following up on corrective actions and issuing management decisions for audit findings.
  - e. Verify that every subrecipient is audited as required by 2 CFR 200 Subpart F.
2. Develop a subrecipient monitoring plan that addresses the above requirements and provides reasonable assurance that the subrecipient administers federal awards in compliance with laws, regulations and the provisions of this Agreement, and that performance goals are achieved. The subrecipient monitoring plan should include a risk-based assessment to determine the level of oversight and monitoring activities, such as reviewing financial and performance reports, performing site visits and maintaining regular contact with subrecipients.
3. Establish requirements to ensure compliance for for-profit subrecipients as required by 2 CFR 200.501(h), as applicable.
4. Ensure that transactions with subrecipients/contractors comply with laws, regulations and provisions of contracts or grant agreements in compliance with 2 CFR 200.501(h), as applicable.

**I. Notification of Modifications**

Provide timely notification to the Department, in writing, of any action by its governing board or any other funding source that would require or result in significant modification in the provision of activities, funding or compliance with operational procedures.

**J. Software Compliance**

Ensure software compliance and compatibility with the Department's data systems for activities provided under this Agreement, including but not limited to stored data, databases and interfaces for the production of work products and reports. All required data under this Agreement shall be provided in an accurate and timely manner without interruption, failure or errors due to the inaccuracy of the Grantee's business operations for processing data. All information systems, electronic or hard copy, that contain state or federal data must be protected from unauthorized access.

**K. Human Subjects**

Comply with Federal Policy for the Protection of Human Subjects, 45 CFR 46. The Grantee agrees that prior to the initiation of the research, the Grantee will submit Institutional Review Board (IRB) application material for all research involving human subjects, which is conducted in programs sponsored by the Department or in programs which receive funding from or through the state of Michigan, to the Department's IRB for review and approval, or the IRB application and approval materials for acceptance of the review of another IRB. All such research must be approved by a federally assured IRB, but the Department's IRB can only accept the review and approval of another institution's IRB under a formally approved interdepartmental agreement. The manner of the review will be agreed upon between the Department's IRB Chairperson and the Grantee's authorized official.

**L. Mandatory Disclosures**

1. Disclose to the Department in writing within 14 days of receiving notice of any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") involving Grantee, a subcontractor or an officer or director of Grantee or subcontract, or that arises during the term of this Agreement including:
  - a. All violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the Agreement.
  - b. A criminal Proceeding;
  - c. A parole or probation Proceeding;
  - d. A Proceeding under the Sarbanes-Oxley Act;
  - e. A civil Proceeding involving:
    1. A claim that might reasonably be expected to

adversely affect Grantee's viability or financial stability;  
or

2. A governmental or public entity's claim or written allegation of fraud; or

f. A Proceeding involving any license that Grantee is required to possess in order to perform under this Agreement.

2. Notify the Department, at least 90 calendar days before the effective date, of a change in Grantee's ownership or executive management.

**M. Statement of Work Progress Reports**

Submit quarterly Statement of Work progress reports to the Department via the <http://egram-mi.com/mdhhs> website by the 15th of the month following the end of the quarter and a final report no later than 15 days following the end of this Agreement.

**N. Conflict of Interest and Code of Conduct Standards**

1. Be subject to the provisions of 1968 PA 317, as amended, 1973 PA 196, as amended, and 2 CFR 200.318 (c)(1) and (2).

2. Uphold high ethical standards and be prohibited from the following:

a. Holding or acquiring an interest that would conflict with this Agreement;

b. Doing anything that creates an appearance of impropriety with respect to the award or performance of this Agreement;

c. Attempting to influence or appearing to influence any state employee by the direct or indirect offer of anything of value; or

d. Paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of this Agreement.

3. Immediately notify the Department of any violation or potential violation of these standards. This section applies to Grantee, any parent, affiliate or subsidiary organization of Grantee, and any subcontractor that performs activities in connection with this Agreement.

**O. Travel Costs**

1. Be reimbursed for travel cost (including mileage, meals and lodging) budgeted and incurred related to activities provided under this Agreement.

2. If the Grantee has a documented policy related to travel reimbursement for employees and if the Grantee follows that documented policy, the Department will reimburse the Grantee for travel costs at the Grantee's documented reimbursement rate for employees. Otherwise, the state of Michigan travel reimbursement rate applies.

3. State of Michigan travel rates may be found at the following website:

[http://www.michigan.gov/dtmb/0.5552.7-150-9141\\_13132-.00.html](http://www.michigan.gov/dtmb/0.5552.7-150-9141_13132-.00.html).

4. International travel must be pre-approved by the Department and itemized in the budget.

**P. Federal Funding Accountability and Transparency Act (FFATA)**

1. Complete and upload the FFATA Executive Compensation report to the EGrAMS agency profile if:
  - a. The Grantee's federal revenue was 80% or more of the Grantee's annual gross revenue; AND
  - b. Grantee's gross revenue from federal awards was \$25,000,000 or more; AND
  - c. The public does not have access to the information about executive officers' compensation through periodic reports filed under Section 13(a) or 15 (d) of the Securities Exchange Act of 1934 or Section 6104 of the Internal Revenue Code of 1986.
2. The FFATA Executive Compensation report template can be found in EGrAMS documents.

**Q. Insurance Requirements**

1. Maintain at least a minimum of the insurances or governmental self-insurances listed below and be responsible for all deductibles. All required insurance or self-insurance must:
  - a. Protect the state of Michigan from claims that may arise out of, are alleged to arise out of, or result from Grantee's or a subcontractor's performance;
  - b. Be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the state; and
  - c. Be provided by a company with an A.M. Best rating of "A-" or better and a financial size of VII or better.
2. Insurance Types
  - a. Commercial General Liability Insurance or Governmental Self-Insurance: Except for Governmental Self-Insurance, policies must be endorsed to add "the state of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 04.

If the Grantee will interact with children, schools, or the cognitively impaired, the Grantee must maintain appropriate insurance coverage related to sexual abuse and molestation liability.

- b. Workers' Compensation Insurance or Governmental Self-

Insurance: Coverage according to applicable laws governing work activities. Policies must include waiver of subrogation, except where waiver is prohibited by law.

- c. Employers Liability Insurance or Governmental Self-Insurance
  - d. Privacy and Security Liability (Cyber Liability) Insurance: cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
3. Require that subcontractors maintain the required insurances contained in this Section.
  4. This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of the Grantee from any obligations under this Agreement.
  5. Each Party must promptly notify the other Party of any knowledge regarding an occurrence which the notifying Party reasonably believes may result in a claim against either Party. The Parties must cooperate with each other regarding such claim.

**R. Fiscal Questionnaire**

1. Complete and upload the yearly fiscal questionnaire to the EGrAMS agency profile within three months of the start of the Agreement.
2. The fiscal questionnaire template can be found in EGrAMS documents.

**S. Criminal Background Check**

1. Conduct or cause to be conducted a search that reveals information similar or substantially similar to information found on an Internet Criminal History Access Tool (ICHAT) check and a national and state sex offender registry check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who under this Agreement works directly with clients or has access to client information.
  - a. ICHAT: <http://apps.michigan.gov/ichat>
  - b. Michigan Public Sex Offender Registry: <http://www.mipsor.state.mi.us>
  - c. National Sex Offender Registry: <http://www.nsopw.gov>
2. Conduct or cause to be conducted a Central Registry (CR) check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who under this Agreement works directly with children.
  - a. Central Registry: [http://www.michigan.gov/mdhhs/0,5885,7-339-73971\\_7119\\_50648\\_48330---,00.html](http://www.michigan.gov/mdhhs/0,5885,7-339-73971_7119_50648_48330---,00.html)
3. Require each new employee, employee, subcontractor, subcontractor employee or volunteer who, under this Agreement, works directly with

clients or who has access to client information to notify the Grantee in writing of criminal convictions (felony or misdemeanor), pending felony charges, or placement on the Central Registry as a perpetrator, at hire or within 10 days of the event after hiring.

4. Determine whether to prohibit any employee, subcontractor, subcontractor employee, or volunteer from performing work directly with clients or accessing client information related to clients under this Agreement, based on the results of a positive ICHAT response or reported criminal felony conviction or perpetrator identification.
5. Determine whether to prohibit any employee, subcontractor, subcontractor employee or volunteer from performing work directly with children under this Agreement, based on the results of a positive CR response or reported perpetrator identification.
6. Require any employee, subcontractor, subcontractor employee or volunteer who may have access to any databases of information maintained by the federal government that contain confidential or personal information, including but not limited to federal tax information, to have a fingerprint background check performed by the Michigan State Police.

## **II. Responsibilities - Department**

The Department in accordance with the general purposes and objectives of this Agreement will:

### **A. Reimbursement**

Provide reimbursement in accordance with the terms and conditions of this Agreement based upon appropriate reports, records and documentation maintained by the Grantee.

### **B. Report Forms**

Provide any report forms and reporting formats required by the Department at the start date of this Agreement, and provide to the Grantee any new report forms and reporting formats proposed for issuance thereafter at least 30 days prior to their required usage in order to afford the Grantee an opportunity to review.

## **III. Assurances**

The following assurances are hereby given to the Department:

### **A. Compliance with Applicable Laws**

The Grantee will comply with applicable federal and state laws, guidelines, rules and regulations in carrying out the terms of this Agreement. The Grantee will also comply with all applicable general administrative requirements, such as 2 CFR 200, covering cost principles, grant/agreement principles and audits, in carrying out the terms of this Agreement. The Grantee will comply with all applicable requirements in the original grant awarded to the Department if the Grantee is a subgrantee. The Department may determine that the Grantee has

not complied with applicable federal or state laws, guidelines, rules and regulations in carrying out the terms of this Agreement and may then terminate this Agreement under Part 2, Section V.

**B. Anti-Lobbying Act**

The Grantee will comply with the Anti-Lobbying Act (31 USC 1352) as revised by the Lobbying Disclosure Act of 1995 (2 USC 1601 et seq.), Federal Acquisition Regulations 52.203.11 and 52.203.12, and Section 503 of the Departments of Labor, Health & Human Services and Education, and Related Agencies section of the current FY Omnibus Consolidated Appropriations Act. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**C. Non-Discrimination**

1. The Grantee must comply with the Department's non-discrimination statement: The Michigan Department of Health and Human Services will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, height, weight, marital status, gender identification or expression, sexual orientation, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The Grantee further agrees that every subcontract entered into for the performance of any contract or purchase order resulting therefrom, will contain a provision requiring non-discrimination in employment, activity delivery and access, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot-Larsen Civil Rights Act (1976 PA 453, as amended; MCL 37.2101 et seq.) and the Persons with Disabilities Civil Rights Act (1976 PA 220, as amended; MCL 37.1101 et seq.), and any breach thereof may be regarded as a material breach of this Agreement.
2. The Grantee will comply with all federal and state statutes relating to nondiscrimination. These include but are not limited to:
  - a. Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination based on race, color or national origin;
  - b. Title IX of the Education Amendments of 1972, as amended (20 USC 1681-1683, 1685-1686), which prohibits discrimination based on sex;
  - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794), which prohibits discrimination based on disabilities;
  - d. The Age Discrimination Act of 1975, as amended (42 USC 6101-6107), which prohibits discrimination based on age;
  - e. The Drug Abuse Office and Treatment Act of 1972 (PL 92-255),

- as amended, relating to nondiscrimination based on drug abuse;
- f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616) as amended, relating to nondiscrimination based on alcohol abuse or alcoholism;
  - g. Sections 523 and 527 of the Public Health Service Act of 1944 (42 USC 290dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records;
  - h. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and,
  - i. The requirements of any other nondiscrimination statute(s) which may apply to the application.
3. Additionally, assurance is given to the Department that proactive efforts will be made to identify and encourage the participation of minority-owned and women- owned businesses, and businesses owned by persons with disabilities in contract solicitations. The Grantee shall include language in all contracts awarded under this Agreement which (1) prohibits discrimination against minority-owned and women-owned businesses and businesses owned by persons with disabilities in subcontracting; and (2) makes discrimination a material breach of contract.

**D. Debarment and Suspension**

The Grantee will comply with federal regulation 2 CFR 180 and certifies to the best of its knowledge and belief that it, its employees and its subcontractors:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or contractor;
- 2. Have not within a five-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) or private transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
- 3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section 2;
- 4. Have not within a five-year period preceding this Agreement had one or

more public transactions (federal, state or local) terminated for cause or default; and

5. Have not committed an act of so serious or compelling a nature that it affects the Grantee's present responsibilities.

**E. Federal Requirement: Pro-Children Act**

1. The Grantee will comply with the Pro-Children Act of 1994 (PL 103-227; 20 USC 6081, et seq.), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by and used routinely or regularly for the provision of health, day care, early childhood development activities, education or library activities to children under the age of 18, if the activities are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's activities that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's activities provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; activity providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, and Children (WIC) coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The Grantee also assures that this language will be included in any subawards which contain provisions for children's activities.
2. The Grantee also assures, in addition to compliance with PL 103-227, any activity or activity funded in whole or in part through this Agreement will be delivered in a smoke-free facility or environment. Smoking shall not be permitted anywhere in the facility, or those parts of the facility under the control of the Grantee. If activities are delivered in facilities or areas that are not under the control of the Grantee (e.g., a mall, restaurant or private work site), the activities shall be smoke-free.

**F. Hatch Act and Intergovernmental Personnel Act**

The Grantee will comply with the Hatch Act (5 USC 1501-1508, 5 USC 7321-7326), and the Intergovernmental Personnel Act of 1970 (PL 91-648) as amended by Title VI of the Civil Service Reform Act of 1978 (PL 95-454). Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.

**G. Employee Whistleblower Protections**

The Grantee will comply with 41 USC 4712 and shall insert this clause in all subcontracts.

**H. Clean Air Act and Federal Water Pollution Control Act**

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

1. This Agreement and anyone working on this Agreement will be subject to the Clean Air Act and Federal Water Pollution Control Act and must comply with all applicable standards, orders or regulations issued pursuant to these Acts. Violations must be reported to the Department.

**I. Victims of Trafficking and Violence Protection Act**

The Grantee will comply with the Victims of Trafficking and Violence Protection Act of 2000 (PL 106-386), as amended.

1. This Agreement and anyone working on this Agreement will be subject to PL 106-386 and must comply with all applicable standards, orders or regulations issued pursuant to this Act. Violations must be reported to the Department.

**J. Procurement of Recovered Materials**

The Grantee will comply with section 6002 of the Solid Waste Disposal Act of 1965 (PL 89-272), as amended.

1. This Agreement and anyone working on this Agreement will be subject to section 6002 of PL 89-272, as amended, and must comply with all applicable standards, orders or regulations issued pursuant to this act. Violations must be reported to the Department.

**K. Subcontracts**

For any subcontracted activity, activity or product, the Grantee will ensure:

1. That a written subcontract is executed by all affected parties prior to the initiation of any new subcontract activity. Exceptions to this policy may be granted by the Department if the Grantee asks the Department in writing within 30 days of execution of the Agreement.
2. That any executed subcontract to this Agreement shall require the subcontractor to comply with all applicable terms and conditions of this Agreement. In the event of a conflict between this Agreement and the provisions of the subcontract, the provisions of this Agreement shall prevail.

A conflict between this Agreement and a subcontract, however, shall not be deemed to exist where the subcontract:

- a. Contains additional non-conflicting provisions not set forth in this Agreement
- b. Restates provisions of this Agreement to afford the Grantee the same or substantially the same rights and privileges as the Department; or
- c. Requires the subcontractor to perform duties and/or activities in

less time than that afforded the Grantee in this Agreement.

3. That the subcontract does not affect the Grantee's accountability to the Department for the subcontracted activity.
4. That any billing or request for reimbursement for subcontract costs is supported by a valid subcontract and adequate source documentation on costs and activities.
5. That the Grantee will submit a copy of the executed subcontract if requested by the Department.

**L. Procurement**

Grantee will ensure that all purchase transactions, whether negotiated or advertised, shall be conducted openly and competitively in accordance with the principles and requirements of 2 CFR 200. Funding from this Agreement shall not be used for the purchase of foreign goods or activities. Records shall be sufficient to document the significant history of all purchases and shall be maintained for a minimum of three years after the end of the Agreement period.

**M. Health Insurance Portability and Accountability Act**

To the extent that the Health Insurance Portability and Accountability Act (HIPAA) is applicable to the Grantee under this Agreement, the Grantee assures that it is in compliance with requirements of HIPAA including the following:

1. The Grantee must not share any protected health information provided by the Department that is covered by HIPAA except as permitted or required by applicable law; or to a subcontractor as appropriate under this Agreement.
2. The Grantee will ensure that any subcontractor will have the same obligations as the Grantee not to share any protected health data and information from the Department that falls under HIPAA requirements in the terms and conditions of the subcontract.
3. The Grantee must only use the protected health data and information for the purposes of this Agreement.
4. The Grantee must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Grantee's employees.
5. The Grantee must have a policy and procedure to immediately report to the Department any suspected or confirmed unauthorized use or disclosure of protected health information that falls under the HIPAA requirements of which the Grantee becomes aware. The Grantee will work with the Department to mitigate the breach and will provide

assurances to the Department of corrective actions to prevent further unauthorized uses or disclosures. The Department may demand specific corrective actions and assurances and the Grantee must provide the same to the Department.

6. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Part 2, Section V.
7. In accordance with HIPAA requirements, the Grantee is liable for any claim, loss or damage relating to unauthorized use or disclosure of protected health data and information, including without limitation the Department's costs in responding to a breach, received by the Grantee from the Department or any other source.
8. The Grantee will enter into a business associate agreement should the Department determine such an agreement is required under HIPAA.

**N. Website Incorporation**

The Department is not bound by any content on Grantee's website unless expressly incorporated directly into this Agreement. The Department is not bound by any end user license agreement or terms of use unless specifically incorporated in this Agreement or any other agreement signed by the Department. The Grantee may not refer to the Department on the Grantee's website without the prior written approval of the Department.

**O. Survival**

The provisions of this Agreement that impose continuing obligations will survive the expiration or termination of this Agreement.

**P. Non-Disclosure of Confidential Information**

1. The Grantee agrees that it will use confidential information solely for the purpose of this Agreement. The Grantee agrees to hold all confidential information in strict confidence and not to copy, reproduce, sell, transfer or otherwise dispose of, give or disclose such confidential information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such confidential information for any purpose whatsoever other than the performance of this Agreement. The Grantee must take all reasonable precautions to safeguard the confidential information. These precautions must be at least as great as the precautions the Grantee takes to protect its own confidential or proprietary information.

2. Meaning of Confidential Information

For the purpose of this Agreement the term "confidential information" means all information and documentation that:

- a. Has been marked "confidential" or with words or similar meaning, at the time of disclosure by such party;

- b. If disclosed orally or not marked “confidential” or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked “confidential” or with words of similar meaning;
  - c. Should reasonably be recognized as confidential information of the disclosing party;
  - d. Is unpublished or not available to the general public; or
  - e. Is designated by law as confidential.
3. The term “confidential information” does not include any information or documentation that was:
- a. Subject to disclosure under the Michigan Freedom of Information Act (FOIA);
  - b. Already in the possession of the receiving party without an obligation of confidentiality;
  - c. Developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party’s proprietary rights;
  - d. Obtained from a source other than the disclosing party without an obligation of confidentiality; or
  - e. Publicly available when received or thereafter became publicly available (other than through an unauthorized disclosure by, through or on behalf of, the receiving party).
4. The Grantee must notify the Department within one business day after discovering any unauthorized use or disclosure of Confidential Information. The Grantee will cooperate with the Department in every way possible to regain possession of the Confidential Information and prevent further unauthorized use or disclosure.

**Q. Cap on Salaries**

None of the funds awarded to the Grantee through this Agreement shall be used to pay, either through a grant or other external mechanism, the salary of an individual at a rate in excess of Executive Level II. The current rates of pay for the Executive Schedule are located on the United States Office of Personnel Management web site, <http://www.opm.gov>, by navigating to Policy — Pay & Leave — Salaries & Wages. The salary rate limitation does not restrict the salary that a Grantee may pay an individual under its employment; rather, it merely limits the portion of that salary that may be paid with funds from this Agreement.

**IV. Financial Requirements**

**A. Operating Advance**

An operating advance may be requested by the Grantee to assist with program operations. The request should be addressed to the Contract

Manager identified in Part 1, Section VIII. The operating advance will be administered as follows:

1. The operating advance amount requested must be reasonable in relation to factors including but not limited to program requirements, the period of the Agreement, and the financial obligation. In no case may the advance exceed the amount required for 60 days of operating expenses. Operating advances will be monitored and adjusted by the Department relative to the Agreement amount.
2. The operating advance must be recorded as an account payable liability to the Department in the Grantee's financial records. The operating advance payable liability must remain in the Grantee's financial records until fully recovered by the Department.
3. The reimbursement for actual expenditures by the Department should be used by the Grantee to replenish the operating advance used for program operations.
4. The operating advance must be returned to the Department within 30 days of the end date of this Agreement unless the Grantee has a recurring agreement with the Department. Subsequent Department agreements may not be executed if an outstanding operational advance has not been repaid.

The Department may obtain the Michigan Department of Treasury's assistance in collecting outstanding operating advances. The Department will comply with the Michigan Department of Treasury's Due Process procedures prior to forwarding claims to Treasury. Specific Due Process procedures include the following:

- a. An offer from the Department of a hearing to dispute the debt, identifying the time, place and date of such hearing.
  - b. A hearing by an impartial official.
  - c. An opportunity for the Grantee to examine the Department's associated records.
  - d. An opportunity for the Grantee to present evidence in person or in writing.
  - e. A hearing official with full authority to correct errors and decide not to forward debt to Treasury.
  - f. Grantee representation by an attorney and presentation of witnesses if necessary.
5. If the Grantee has a recurring agreement with the Department, the Department requires an annual confirmation of the outstanding operating advance. At the end of either the Agreement period or Department's fiscal year, whichever is first, the Grantee must respond to the Department's request for confirmation of the operating advance.

Failure to respond to the confirmation request may result in the Department recovering all or part of an outstanding operating advance.

**B. Reimbursement Method**

The Grantee will be paid for allowable expenditures incurred by the Grantee, submitted for reimbursement on the Financial Status Reports (FSRs) and approved by the Department. Reimbursement from the Department is based on the understanding that Department funds will be paid up to the total Department allocation as agreed to in the approved budget. Department funds are the first source after the application of fees and earmarked sources unless a specific local match condition exists.

**C. Financial Status Report Submission**

The Grantee shall electronically prepare and submit FSRs to the Department via the EGrAMS website <http://egramsmi.com/mdhhs>.

FSRs must be submitted on a monthly basis, no later than 30 days after the close of each calendar month. The monthly FSRs must reflect total actual program expenditures, up to the total agreement amount. Failure to meet financial reporting responsibilities as identified in this Agreement may result in withholding future payments.

The grantee employee who submits the FSR is certifying to the best of their knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this Agreement. The individual submitting the FSR should be aware that any false, fictitious or fraudulent information, or the omission of any material facts, may subject them to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

The instructions for completing the FSR form are available on the website <http://egramsmi.com/mdhhs>. Send FSR questions to [FSRMDHHS@michigan.gov](mailto:FSRMDHHS@michigan.gov).

**D. Reimbursement Mechanism**

All Grantees must register using the on-line vendor self-service site to receive all State of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits, as mandated by MCL 18.1283a. Vendor registration information is available through the Department of Technology, Management and Budget's web site: <https://www.michigan.gov/sigmavss>.

**E. Final Obligations and Financial Status Reporting Requirements**

1. Obligation Report

The Obligation Report, based on annual guidelines, must be submitted by the due date established by and using the format provided by the Department's Expenditures Operations Division. The Grantee must provide an estimate of total expenditures for the entire Agreement

period. The information on the report will be used to record the Department's year-end accounts payable and receivable for this Agreement.

2. Department-wide Payment Suspension

A temporary payment suspension is in effect on agreements during the Department's year-end closing period. The Department will notify the Grantee of the date by which FSRs should be submitted to ensure payment prior to the payment suspension period.

3. Final FSRs

Final FSRs are due 30 days following the end of the Agreement period. The final FSR must be clearly marked "Final." Final FSRs not received by the due date may result in the loss of funding requested on the Obligation Report and may result in a potential reduction in a subsequent year's agreement amount.

**F. Unobligated Funds**

Any unobligated balance of funds held by the Grantee at the end of the Agreement period will be returned to the Department within 30 days of the end of the Agreement or treated in accordance with instructions provided by the Department.

**G. Indirect Costs**

The Grantee may use an approved federal or state indirect rate in their budget calculations and financial status reporting. If the Grantee does not have an existing approved federal or state indirect rate, they may use a 10% de minimis rate in accordance with 2 CFR 200 to recover their indirect costs.

**V. Agreement Termination**

This Agreement may be terminated without further liability or penalty to the Department for any of the following reasons:

- A. By either party by giving 30 days written notice to the other party stating the reasons for termination and the effective date.
- B. By either party with 30 days written notice upon the failure of either party to carry out the terms and conditions of this Agreement, provided the alleged defaulting party is given notice of the alleged breach and fails to cure the default within the 30-day period.
- C. Immediately if the Grantee or an official of the Grantee or an owner is convicted of any activity referenced in Part 2 Section III. D. of this Agreement during the term of this Agreement or any extension thereof.

**VI. Stop Work Order**

The Department may suspend any or all activities under this Agreement at any time. The Department will provide the Grantee with a written stop work order detailing the suspension. Grantee must comply with the stop work order upon receipt. The Department will not pay for activities, Grantee's incurred expenses or financial losses,

or any additional compensation during a stop work period.

**VII. Final Reporting Upon Termination**

Should this Agreement be terminated by either party, within 30 days after the termination, the Grantee shall provide the Department with all financial, performance and other reports required as a condition of this Agreement. The Department will make payments to the Grantee for allowable reimbursable costs not covered by previous payments or other state or federal programs. The Grantee shall immediately refund to the Department any funds not authorized for use and any payments or funds advanced to the Grantee in excess of allowable reimbursable expenditures.

**VIII. Severability**

If any part of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, that part will be deemed deleted from this Agreement and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining parts of the Agreement will continue in full force and effect.

**IX. Waiver**

Failure by the Department to enforce any provision of this Agreement will not constitute a waiver of the Department's right to enforce any other provision of this Agreement.

**X. Amendments**

Any changes to this Agreement will be valid only if made in writing and executed by all parties through an amendment to this Agreement. Any change proposed by the Grantee which would affect the Department funding of any project must be submitted in writing to the Department for approval immediately upon determining the need for such change. The Grantee shall, upon request of the Department and receipt of a proposed amendment, amend this Agreement.

**XI. Liability**

The Grantee assumes all liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct activity delivery, to be carried out by the Grantee in the performance of this agreement, under the following conditions:

- A. The liability, loss, or damage is caused by, or arises out of, the actions of or failure to act on the part of the Grantee, any of its subcontractors, or anyone directly or indirectly employed by the Grantee.
- B. Nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Grantee or its employees by statute or court decisions.

The Department is not liable for consequential, incidental, indirect or special damages, regardless of the nature of the action.

**XII. State of Michigan Agreement**

This is a state of Michigan Agreement and must be exclusively governed by the laws

and construed by the laws of Michigan, excluding Michigan's choice-of-law principle. All claims related to or arising out of this Agreement, or its breach, whether sounding in contract, tort, or otherwise, must likewise be governed exclusively by the laws of Michigan, excluding Michigan's choice-of-law principles. Any dispute as a result of this Agreement shall be resolved in the state of Michigan.

Attachment 1

MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES SCHEDULE OF FINANCIAL ASSISTANCE

Lansing City

Source of Funds		Catalog of Federal Domestic Assistance (CFDA)		Federal Award				
Federal / State	Federal Agency Name	Number	Title	Award Number	Title	Federal Award Identification No.	Award Date	Amount
Federal (03000)	Department of Justice	16.575	Crime Victim Assistance	400005 (18)	CRIME VICTIM ASSISTANCE-VOCA	2018V2GX0067	09/12/2018	164,897.00
			Total Allocation					164,897.00

The federal funding provided by the Department is \$164,897.00.

Attachment 1b - APPROVED INDIRECT RATE

APPROVED INDIRECT RATE (S)

Rate Description	Indirect Rate %	Rate Base \$	Total Approved Indirect Costs
Total Approved Indirect Costs			

**A Attachment A - Statement of Work**

**Objective :** Objective 1)  
To promote long-term safety and emotional healing of adult victims/survivors and their dependent children.

**Activity :** Activity 1)  
The CARE Program will provide in-person, first response, crisis intervention to victims of domestic violence after being dispatched by police following the assailant's arrest. Additionally, the CARE Program will be dispatched out by hospital staff following the admittance of a survivor seeking medical treatment for injuries related to domestic violence. CARE advocates/volunteers will provide information on crime victim rights and the criminal justice system, referrals to community resources, and emotional support. CARE advocates/volunteers will provide follow-up services including assistance with personal protection orders and victim impact statements, transportation/accompaniment at court-related appearances, and individual advocacy such as applying for assistance programs and working with survivors to acquire housing.

**Responsible Staff :** Director, Volunteer Coordinator, Victim Advocate, Victim Advocate Volunteers

**Date Range :** 10/01/2020 - 09/30/2021

**Expected Outcome :** Expected Outcome 1) 75% or more of individuals who receive domestic violence services and who complete a survey can identify strategies for enhancing their safety and responding to the risk of future abuse.

Expected Outcome 2) 75% of individuals who receive domestic violence services and who complete a survey will report they know more about community resources.

**Measurement :** Measurement  
1-1) CARE staff/volunteers will document any oral feedback provided by survivors following the delivery of in-person, first response, crisis intervention services that will address the desired outcomes. Survivors receiving follow-up services will be given the opportunity to complete a survey that will address the desired outcomes.  
1-2) CARE staff/volunteers will document any oral feedback provided by survivors following the delivery of in-person, first response, crisis intervention services that will address the desired outcomes. Survivors receiving follow-up services will be given the opportunity to complete a survey that will address the desired outcomes.

B1 Attachment B1 - Program Budget Summary

<b>PROGRAM</b> VOCA Crime Victim Assistance- 2021			<b>DATE PREPARED</b> 9/24/2020		
<b>CONTRACTOR NAME</b> Lansing City			<b>BUDGET PERIOD</b> From : 10/1/2020 To : 9/30/2021		
<b>MAILING ADDRESS (Number and Street)</b> 124 W. Michigan Ave.			<b>BUDGET AGREEMENT</b> <input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment		<b>AMENDMENT #</b> 0
<b>CITY</b> Lansing	<b>STATE</b> MI	<b>ZIP CODE</b> 48933-2500	<b>FEDERAL ID NUMBER</b> 38-6004628		

	Category	Total	Amount	Cash	Inkind
<b>DIRECT EXPENSES</b>					
<b>Program Expenses</b>					
1	Salary & Wages	141,502.00	141,502.00	0.00	0.00
2	Fringe Benefits	11,321.00	11,321.00	0.00	0.00
3	Volunteer	38,294.00	0.00	0.00	38,294.00
4	Volunteer Fringe Benefits	2,930.00	0.00	0.00	2,930.00
5	Travel	5,679.00	5,679.00	0.00	0.00
6	Supplies & Materials	1,925.00	1,925.00	0.00	0.00
7	Contractual	0.00	0.00	0.00	0.00
8	Equipment	0.00	0.00	0.00	0.00
9	Other Expenses	4,470.00	4,470.00	0.00	0.00
<b>Total Program Expenses</b>		206,121.00	164,897.00	0.00	41,224.00
<b>TOTAL DIRECT EXPENSES</b>		206,121.00	164,897.00	0.00	41,224.00
<b>INDIRECT EXPENSES</b>					
<b>Indirect Costs</b>					
1	Indirect Costs	0.00	0.00	0.00	0.00
2	Cost Allocation Plan	0.00	0.00	0.00	0.00
<b>Total Indirect Costs</b>		0.00	0.00	0.00	0.00
<b>TOTAL INDIRECT EXPENSES</b>		0.00	0.00	0.00	0.00
<b>TOTAL EXPENDITURES</b>		<b>206,121.00</b>	<b>164,897.00</b>	<b>0.00</b>	<b>41,224.00</b>

**SOURCE OF FUNDS**

	Category	Total	Amount	Cash	Inkind
1	<b>Source of Funds</b>				
	Fees and Collections	0.00	0.00	0.00	0.00
	State Agreement	164,897.00	164,897.00	0.00	0.00

	Local	0.00	0.00	0.00	0.00
	Federal	0.00	0.00	0.00	0.00
	Foundation Grant	0.00	0.00	0.00	0.00
	United Way Grant	0.00	0.00	0.00	0.00
	Contributions	0.00	0.00	0.00	0.00
	Volunteer	41,224.00	0.00	0.00	41,224.00
	Other(s)	0.00	0.00	0.00	0.00
	<b>Total Source of Funds</b>	206,121.00	164,897.00	0.00	41,224.00
	<b>Totals</b>	206,121.00	164,897.00	0.00	41,224.00

B2 Attachment B2 - Program Budget - Cost Detail Schedule

Line Item	Qty	Rate	Units	UOM	Total	Amount	Cash	Inkind
<b>DIRECT EXPENSES</b>								
<b>Program Expenses</b>								
<b>1 Salary &amp; Wages</b>								
Other (Specify)- Program Director	2080.00 00	26.760	0.000	HRS	55,661.00	55,661.00	0.00	0.00
Volunteer Coordinator	2080.00 00	23.230	0.000	HRS	48,318.00	48,318.00	0.00	0.00
Victim Advocate	2080.00 00	18.040	0.000	HRS	37,523.00	37,523.00	0.00	0.00
<b>Total for Salary &amp; Wages</b>					141,502.0 0	141,502.00	0.00	0.00
<b>2 Fringe Benefits</b>								
Unemployment	0.0000	1.838	27000.0 00		496.00	496.00	0.00	0.00
FICA	0.0000	7.650	141502. 000		10,825.00	10,825.00	0.00	0.00
<b>Total for Fringe Benefits</b>					11,321.00	11,321.00	0.00	0.00
<b>3 Volunteer</b>								
Victim Advocate Volunteer	1551.00 00	24.690	0.000	HRS	38,294.00	0.00	0.00	38,294.00
<b>4 Volunteer Fringe Benefits</b>								
FICA	0.0000	7.650	38294.2 00		2,930.00	0.00	0.00	2,930.00
<b>5 Travel</b>								
Staff Development Training Lodging Notes : Our agency has a travel policy and employee travel will not exceed state rate	500.000 0	1.000	0.000	VAR	500.00	500.00	0.00	0.00
Staff Development Training Meals Notes : Our agency has a travel policy	200.000 0	1.000	0.000	VAR	200.00	200.00	0.00	0.00

Line Item	Qty	Rate	Units	UOM	Total	Amount	Cash	Inkind
and employee travel will not exceed state rate								
Direct Service Mileage	6200.0000	0.575	0.000	VAR	3,565.00	3,565.00	0.00	0.00
Staff Development Training Mileage	500.0000	0.575	0.000	VAR	288.00	288.00	0.00	0.00
Staff Development Training Registrations	526.0000	1.000	0.000	VAR	526.00	526.00	0.00	0.00
Other (Specify)- Parking	600.0000	1.000	0.000	VAR	600.00	600.00	0.00	0.00
<b>Total for Travel</b>					5,679.00	5,679.00	0.00	0.00
<b>6 Supplies &amp; Materials</b>								
Photocopier	725.0000	1.000	0.000	NOS	725.00	725.00	0.00	0.00
Office Supplies - Consummable	1200.0000	1.000	0.000	VAR	1,200.00	1,200.00	0.00	0.00
<b>Total for Supplies &amp; Materials</b>					1,925.00	1,925.00	0.00	0.00
<b>7 Contractual</b>								
<b>8 Equipment</b>								
<b>9 Other Expenses</b>								
Communication - Cellular Phone Service	180.0000	12.000	0.000	MTH	2,160.00	2,160.00	0.00	0.00
Communication - Office Phone Service	60.0000	12.000	0.000	MTH	720.00	720.00	0.00	0.00
Other (Specify)-Data Service For Tablets	132.5000	12.000	0.000	MTH	1,590.00	1,590.00	0.00	0.00
<b>Total for Other Expenses</b>					4,470.00	4,470.00	0.00	0.00
<b>Total Program Expenses</b>					206,121.00	164,897.00	0.00	41,224.00
<b>TOTAL DIRECT EXPENSES</b>					206,121.00	164,897.00	0.00	41,224.00
<b>INDIRECT EXPENSES</b>								
<b>Indirect Costs</b>								

	Line Item	Qty	Rate	Units	UOM	Total	Amount	Cash	Inkind
1	Indirect Costs								
2	Cost Allocation Plan								
<b>Total Indirect Costs</b>						0.00	0.00	0.00	0.00
<b>TOTAL INDIRECT EXPENSES</b>						0.00	0.00	0.00	0.00
<b>TOTAL EXPENDITURES</b>						<b>206,121.0</b>	<b>164,897.00</b>	<b>0.00</b>	<b>41,224.00</b>
						<b>0</b>			

- B3 Attachment B3 - Equipment Inventory Schedule**  
[Attachment B3 - Equipment Inventory Schedule](#)
- C Attachment C - Performance Report Requirements**  
[Attachment C - Performance/Progress Report Requirements](#)
- E Attachment E - Program Requirements**  
[Attachment E - Program Specific Requirements](#)

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

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

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

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

**WHEREAS**, the CARE Program utilizes 3 full-time staff and approximately 30 volunteers (on-call 7-days a week from 0800 – 0100 hours) via Tri-county dispatch center; and

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

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

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

**WHEREAS**, the CARE Program is funded for 10/01/2020 – 09/30/2021 by a renewable direct federal Victims of Crime Act (VOCA) Grant of \$206,121, not to exceed \$164,897 (using in-kind 20% local match of \$41,224).

**NOW, THEREFORE, BE IT RESOLVED**, the Lansing City council approves acceptance of the VOCA-CARE grant from the Michigan Crime Victims Service Commission in the amount of \$206,121 total compensation, for the fiscal period beginning October 1, 2020 and ending September 30, 2021.

**BE IT FINALLY RESOLVED**, that 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 awarded grant funds

4. I)- Grant Acceptance –Sobriety Court  
Grant Application Form Pending  
To continue to watch for updates



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

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

\$34,999.27 State Grant Revenue	273.000000.547000.17216
\$19,227.00 Temporary Help	273.132201.707000.17216
\$1,470.87 Fringe Benefits-Variable	273.132201.715400.17216
\$13,620.00 Contractual Services	273.132201.743000.17215
\$71.40 Supplies	273.132201.742000.17215
\$610.00 Training	273.132201.747000.17215

To assist in the basic funding of 54A District Court's Specialty Court, for things such as temporary help, with grant resources from Michigan Drug Court Grant Program administered by the State Court Administrative Office. The grant period is October 1, 2020 through September 30, 2021.

4. J)- Grant Acceptance –2020 Lead Hazard Control Grant  
Grant Application Form Pending  
To continue to watch for updates



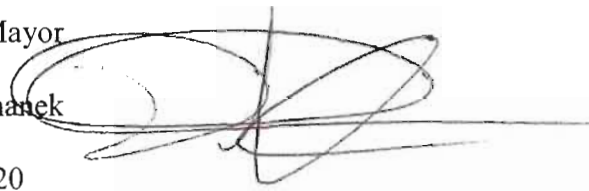
**Department of Economic  
Development and Planning**  
Brian McGrain, Director



**Development Office**  
316 N. Capitol Avenue, Suite D-1  
Lansing, Michigan 48933  
PH: 517.483.4040 – FAX: 517.483.6036  
[www.lansingmi.gov/development](http://www.lansingmi.gov/development)

## MEMORANDUM

**TO:** Andy Schor, Mayor  
**FROM:** Donald J. Kulhanek  
**DATE:** October 2, 2020  
**SUBJECT:** Lead Hazard Reduction Grant; LSL4



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Mayor:

AS you already know, the City has been awarded a grant of \$4,589,040 to be used over 42 months to reduce lead hazards in housing. The HUD required match is of \$716,490 will be met by the Development Office using CDBG funds from its existing budget for staff and housing rehabilitation program activities. This grant follows our successful implementation of Lead Safe Lansing's first three rounds, the last of which concluded earlier this year. We expect to remediate up to 189 housing units.

Please forward this resolution to Council for further action. Let us know if you have any further questions.

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

Approval to Accept HUD \$4,589,040 Lead Hazard Control Grant

**WHEREAS**, the Department of Housing and Urban Development (HUD) has awarded the City of Lansing \$4,589,040 in grant funds to be used over a 42 month period to reduce lead hazards in housing; and

**WHEREAS**, HUD desires timely implementation of grant activities and has requested the City to sign the grant agreement as soon as is practical; and

**WHEREAS**, the HUD required match of \$716,490 will be met by the Development Office using CDBG funds from its existing budget for staff and housing rehabilitation program activities; and

**WHEREAS**, additional match provided from CDBG funds, and match from owner contributions toward the direct costs of eliminating lead paint hazards will exceed the required 10% match; and

**WHEREAS**, the Lead Hazard Control Grant will provide funds for lead remediation and clearance in 189 housing units, public outreach and education regarding lead hazards, training in Renovation, Repair and Painting for 50 landlords and Lead Abatement Supervisor training and certification for 50 contractors and workers,

**WHEREAS**, the elimination of lead hazards in housing occupied by children under the age of six is a priority under the City's Consolidated Strategy and Plan; and

**WHEREAS**, grant funds, combined with City of Lansing CDBG local funds, Ingham County Health Department in-kind match funds and owner funds will be sufficient to complete the project as proposed with no additional funds from the City; and

**WHEREAS**, the City of Lansing is successfully closing out its current 2016 Lead Hazard Reduction Demonstration grant by completing hazard reductions in 143 housing units; and

**NOW, THEREFORE, BE IT RESOLVED** that the Lansing City Council approves the acceptance of the \$4,589,040 grant award by HUD for the purpose of completing the activities funded through the 2020 Lead Hazard Control Grant.

**BE IT FINALLY RESOLVED** that Andy Schor, Mayor of the City of Lansing, is authorized to accept the above described award, and that upon receipt of the final grant agreement from HUD, he shall be authorized to sign the contract and any necessary amendments or ancillary documents, and to establish new and separate accounts as required by HUD for this grant.



## LANSING CITY COUNCIL

### GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE: 11/2/2020

GRANT NAME: Public Safety and Public Health Payroll Reimbursement Program (PSPHRP)

DEPARTMENT: Finance

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Jake Brower/Rob Widigan, [jake.brower@lansingmi.gov](mailto:jake.brower@lansingmi.gov), 517-512-0447

APPLICATION DATE 7/16/2020 AWARD DATE: Pending

GRANT CYCLE: FY 2021 Check One: \_\_\_ Annual X One-Time

FUND AMOUNT: 22,507,341.63 (Breakdown below should total this amount)

#### GOODS & SERVICES

PERSONNEL \$22,507,341.63

CONSTRUCTION \$0.00

LAND \$0.00

OTHER (Training)

CITY MATCH (IF APPLICABLE): \$0

GRANT PAYS FOR: Public Safety/Public Health Payroll

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

Reimburses public safety and public health payroll expenditures for April and May 2020.



*Michigan Department of*  
**TREASURY**

**Public Safety and Public Health Payroll  
Reimbursement Program  
Application Packet  
2020 Public Act 123**

Coronavirus Aid, Relief, and Economic Security (CARES) Act,  
Public Law 116-136

Application Period:  
Round One: July 7 – July 17, 2020

*NOTE: As U.S. Department of the Treasury issues future guidance and clarifications, the specific guidelines listed in this document are subject to change. Changes will be addendums to this document.*

**Michigan Department of Treasury**  
**Public Safety and Public Health Payroll Reimbursement Program (PSPHPR)**  
**Table of Contents**

Application Instructions .....	1
Program Information .....	2
Subrecipient Information.....	4
Reimbursement Request (Form 5722) .....	9
Payroll Summary Report - Instructions.....	11
Payroll Summary Report - April .....	12
Payroll Summary Report - May.....	13
Certification .....	14

**Michigan Department of Treasury**  
**Public Safety and Public Health Payroll Reimbursement Program (PSPHPR)**  
**Application Instructions**

The purpose of this document is to provide guidance to local units of government that would like to apply for Coronavirus Relief Funding under the Michigan Department of Treasury's Public Safety and Public Health Payroll Reimbursement Program.

To receive reimbursement, eligible units must review, complete, and sign this entire application packet. All pages will either be initialed or signed. Pages one through fifteen must be returned to the Michigan Department of Treasury via email or fax, as outlined in the document.

If you need to enter more employees than the Payroll Summary Reports (pages 12 and 13) will allow, the data for the remaining employees must be submitted on additional reports. An excel template can be found at [https://www.michigan.gov/treasury/0,4679,7-121-1751\\_2197-532764--,00.html](https://www.michigan.gov/treasury/0,4679,7-121-1751_2197-532764--,00.html)

Signatures are required on pages 9 and 15. After verifying the entire application packet and reviewing all the requirements and terms and conditions of the grant, the same person needs to initial and date each page and sign both pages 9 and 15. The contact person on Form 5722, the signatory on that form, the page initials, and the certification at the end of the packet must all be the same person.

Questions, contact the Michigan Department of Treasury at: [Treas-CARES@michigan.gov](mailto:Treas-CARES@michigan.gov) or 517-335-0155.

**Michigan Department of Treasury**  
**Public Safety and Public Health Payroll Reimbursement Program (PSPHPR)**  
**Program Information**

**Program Description**

The program was created by 2020 Public Act 123 to reimburse qualifying local units of government for eligible public safety and public health payroll expenditures under the Coronavirus Aid, Relief, and Economic Security (CARES) Act, Public Law 116-136. Cities, villages, townships, and counties that received a direct allocation from the CARES Act are not eligible for this reimbursement program.

There is potential for two rounds of funding, depending on availability. The first round is for the payroll expenditures incurred during April and May 2020 and applications are due by July 17, 2020. The second round is for the payroll expenditures incurred during June and July 2020 and applications for payroll expenditures incurred during April and May 2020 that were received after July 17, 2020. The second round will only occur if funds are available after the first funding round closes.

**Eligible Expenditures**

- Round One: April and May 2020 public safety and public health payroll expenditures that have not or will not be reimbursed under the First Responder Hazard Pay Premiums Program (FRHPPP) or by any other federal funds.
- Round Two: Treasury will announce, if funds are available. April through July 2020 public safety and public health payroll expenditures that have not or will not be reimbursed under the First Responder Hazard Pay Premiums Program (FRHPPP) or by any other federal funds.

**Eligible Applicants**

- Cities (excluding Detroit)
- Villages
- Townships
- Counties (excluding Kent, Macomb, Oakland, Wayne)

**Available Program Amount**

- \$200,000,000

**Application Period**

- Round One: July 7 – July 17, 2020  
Round Two: September 8 (not later than) Treasury will announce, if funds are available

**Method of Submission**

The entire application packet must be submitted, with all the required forms, signatures, and initials, to the Michigan Department of Treasury via Email ([Treas-CARES@michigan.gov](mailto:Treas-CARES@michigan.gov)) or faxed (517-335-3298) by 11:59 p.m. EST on the last day of the application period.

**Michigan Department of Treasury**  
**Public Safety and Public Health Payroll Reimbursement Program (PSPHPR)**  
**Program Information**

Distributions

Round One: September 18 (no later than)  
Round Two: November 7 (no later than) if funds are available

Reporting Requirements

1. Each local unit that applies for a subaward must register with the Federal System for Award Management (SAM). For reimbursement requests submitted on or before July 26, 2020, the local unit has until July 26, 2020 to register in the SAM system. Local units that apply after July 26, 2020, must register in the SAM system prior to sending an application to the Michigan Department of Treasury. The SAM website is: <https://www.sam.gov/SAM/>
2. Each local unit must fully complete and return the entire application packet by the submission deadline with each page dated and initialed including the completion of the following documents in the packet:
  - a. PSPHPR Reimbursement Request Form (Form 5722)
  - b. Payroll Summary Report(s)
  - c. Certification

The Michigan Department of Treasury may request a local unit to submit detailed payroll reports to support the payroll expenditures requested to be reimbursed. Please do not submit any detailed payroll reports unless the Michigan Department of Treasury requests submission from the local unit.

Contact Information

Treasury CARES Grant Programs Hotline  
517-335-0155

Email Address  
Treas-CARES@michigan.gov

# Michigan Department of Treasury

## Public Safety and Public Health Payroll Reimbursement Program (PSPHPR)

### Subrecipient Information

#### Subrecipient Information

Funds were awarded to the State of Michigan as Federal Financial Assistance from the U.S. Department of Treasury. The funds were awarded under the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") <https://home.treasury.gov/policy-issues/cares/state-and-local-governments> as the Coronavirus Relief Fund (CRF).

CFDA #: 21.019

FAIN #: SLT0040 and SLT0247

Coronavirus Relief Funds are considered federal financial assistance and have been assigned a Catalog of Federal Domestic Assistance (CFDA) or Assistance Listing Number of 21.019. Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. Sections 7501 – 7507) and the related provisions of the Uniform Guidance, 2 Code of Federal Regulations (CFR) Section 200.303 regarding internal controls, Section 200.330 – 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. Under the Single Audit Act, local jurisdictions will need to report expenditures under this program using the CFDA number 21.019.

The State of Michigan is making these funds available to local government for reimbursement of direct payroll costs (defined as base payroll, fringe benefits and overtime) of public health and public safety personnel. Local officials, including but not limited to the certifying local official submitting this application, are required to review the CRF guidance and associated FAQs and other documents to certify their compliance with the terms and conditions of the grant at <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>.

Coronavirus Relief Funds are considered federal financial assistance subject to the Single Audit Act and the Uniform Guidance. The following Uniform Guidance provisions have been identified as significant and summarized below. Applicants must review the Uniform Guidance at [https://www.ecfr.gov/cgi-bin/text-idx?SID=6214841a79953f26c5c230d72d6b70a1&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?SID=6214841a79953f26c5c230d72d6b70a1&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl) for complete requirements.

#### Use of Funds

The CARES Act requires that the payments from the Coronavirus Relief Fund only be used to cover expenses that:

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19)
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020

Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are **substantially dedicated** to mitigating or responding to the COVID-19 public health emergency are allowable expenditures. Personnel that fall into these areas are **presumed** for administrative convenience to be substantially dedicated unless the chief executive determines that specific circumstances indicate otherwise.

**Michigan Department of Treasury**  
**Public Safety and Public Health Payroll Reimbursement Program (PSPHPR)**  
**Subrecipient Information**

**Utilization of CARES Act for this Program**

For this PHPSPR Program, as a matter of administrative convenience, the entire payroll cost of an employee whose time is substantially dedicated to mitigating or responding to the COVID-19 public health emergency is eligible, provided that such payroll costs are incurred in April and May 2020 for the first round of the program; and in June and July 2020 for the second round of the program. An employer may also track time spent by employees related to COVID-19 and apply fund payments on that basis but would need to do so consistently within the relevant agency or department.

Coronavirus Relief Fund payments are not required to be used as the source of funding of last resort. However, as noted below, recipients may not use payments from the Fund to cover expenditures for which they will receive reimbursement. For this reason, the State of Michigan's Public Safety and Public Health Payroll Reimbursement Program, Reimbursement Request (Form 5722) requires each local government to affirm that the amounts for which reimbursement is being requested have not been submitted to another federal source of funding (for example, FEMA) for reimbursement.

To obtain a payroll reimbursement for employees that are not normally classified as public safety and public health, but are "similar" in the context of the guidance (e.g. employees who are substantially dedicated to COVID-19 response), each jurisdiction's chief administrative officer must decide if their costs are appropriate to charge to the Coronavirus Relief Fund and document the justification for that decision.

**Subaward Period of Performance and Available Funding**

Under the Public Safety and Public Health Payroll Reimbursement Program, payroll reimbursements for the first round of the program will cover only public safety and public health payroll expenditures incurred during April and May 2020 and the second round will cover only public safety and public health payroll expenditures incurred April through July 2020. Local units receiving funding under this program may not use the proceeds to establish a sub-award to another local unit.

The last date of the performance period for the subawards is July 31, 2020.

The total amount of Coronavirus Relief Funds available for the Public Safety and Public Health Payroll Reimbursement Program is \$200,000,000. Should more funding be requested in the first round (or second round) than is available, payments will be prorated based upon each jurisdiction's proportionate share of expenditures submitted.

# Michigan Department of Treasury

## Public Safety and Public Health Payroll Reimbursement Program (PSPHPR)

### Subrecipient Information

#### Responsibilities, Records, Repayments & Future Audits

The U.S. Department of Treasury has indicated that the two provisions of the Uniform Guidance, 2 Code of Federal Regulations (CFR) Section 200.303 regarding internal controls, Section 200.220 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements are applicable to all CRF subawards at this time. However, guidance is evolving, and jurisdictions will be required to comply with additional guidance as it is published. Effective internal controls must be established and maintained (2 C.F.R Section 200.303). All reimbursements requested under this program should be accounted for with supporting documentation. Jurisdictions should maintain documentation evidencing that the funds were expended in accordance with federal, state, and local regulations. In accordance with federal Uniform Guidance, funds received under this program shall be included on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) and included within the scope of the jurisdiction's Single Audit.

Any funds received under the authorizing legislation for this program expended by the jurisdiction in a manner that does not adhere to the Coronavirus Aid, Relief, and Economic Security Act, Public Law 116-136 or Uniform Guidance 2 CFR 200, as applicable, shall be returned to the state. If it is determined that a jurisdiction receiving funds under this act expends any funds under this act for a purpose that is not consistent with the requirements of the Coronavirus Aid, Relief, and Economic Security Act, Public Law 116-136 or Uniform Guidance 2 CFR 200, the state budget director is authorized to withhold payment of state funds, in part or in whole, payable from any state appropriation.

All subawards are subject to future audits and jurisdictions must allow the State of Michigan, any of its duly authorized representatives, and/or the State of Michigan's Office of the Auditor General access to the jurisdiction's records and financial statements to ensure compliance with Federal statutes, regulations and the terms and conditions of the grant award.

#### Registration

Each local unit that receives a subaward must register with the Federal System for Award Management (SAM). For reimbursement requests submitted on or before July 26, 2020, the local unit has until July 26, 2020 to register in the SAM system. Local units that submit a reimbursement request after July 26, 2020, must register in the SAM system prior to applying to the Michigan Department of Treasury. The SAM website is: <https://www.sam.gov/SAM/>.

#### Uniform Guidance

The Coronavirus Relief Fund Frequently Asked Questions accessible at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf> confirm that CRF payments are subject to the following requirements in the OMB Uniform Guidance (2 CFR Part 200): section 2 CFR 200.303 regarding internal controls, sections 2 CFR 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. These Uniform Guidance provisions are summarized below. If further clarification is needed, the Uniform Guidance is available in the electronic Code of Federal Regulations: [https://www.ecfr.gov/cgi-bin/text-idx?SID=6214841a79953f26c5c230d72d6b70a1&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?SID=6214841a79953f26c5c230d72d6b70a1&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

#### 2 CFR 200.303 Internal Controls - The non-Federal entity must:

- 1 Establish and maintain effective internal control over the Federal award that provides reasonable assurance that the non-Federal entity is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award.
- 2 Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.
- 3 Evaluate and monitor the non-Federal entity's compliance with statutes, regulations and the terms and conditions of Federal awards.
- 4 Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
- 5 Take reasonable measures to safeguard protected personally identifiable information.

**Michigan Department of Treasury**  
**Public Safety and Public Health Payroll Reimbursement Program (PSPHPR)**  
**Subrecipient Information**

**2 CFR 200.330 – 200.332 Subrecipient Monitoring and Management**

The Public Safety and Public Health Payroll Reimbursement Program subawards are for an individual local unit's direct payroll costs. The local unit receiving the subaward shall not issue any subawards to any other entity.

**Subpart F – Audit Requirements**

**200.501 – Audit requirements.**

- (a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

**200.508 – Auditee responsibilities**

The auditee must:

1. Procure or otherwise arrange for the audit required.
2. Prepare appropriate financial statements, including the schedule of expenditures of Federal awards.
3. Promptly follow up and take corrective action on audit findings.
4. Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit.

**Record Retention Requirements**

Recipients of Coronavirus Relief Fund payments shall maintain and make available to the U.S. Department of Treasury, Office of Inspector General, upon request, all documents and financial records sufficient to establish compliance with subsection 601(d) of the Social Security Act, as amended, (42 U.S.C. 801(d)), which provides:

- d) *USE OF FUNDS.—A State, Tribal government, and unit of local government shall use the funds provided under a payment made under this section to cover only those costs of the State, Tribal government, or unit of local government that—*
1. *are necessary expenditures incurred due to the public health emergency with respect to COVID-19;*
  2. *were not accounted for in the budget most recently approved as of the date of enactment of this section for the State or government; and*
  3. *were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.*

Records to support compliance with subsection 601(d) may include, but are not limited to, copies of the following:

1. general ledger and subsidiary ledgers used to account for (a) the receipt of Coronavirus Relief Fund payments and (b) the disbursements from such payments to meet eligible expenses related to the public health emergency due to COVID-19;
2. budget records for 2019 and 2020;
3. payroll, time records, human resource records to support costs incurred for payroll expenses related to addressing the public health emergency due to COVID-19;
4. receipts of purchases made related to addressing the public health emergency due to COVID-19;
5. contracts and subcontracts entered into using Coronavirus Relief Fund payments and all documents related to such contracts;
6. grant agreements and grant subaward agreements entered into using Coronavirus Relief Fund payments and all documents related to such awards;

**Michigan Department of Treasury**  
**Public Safety and Public Health Payroll Reimbursement Program (PSPHPR)**  
**Subrecipient Information**

7. all documentation of reports, audits, and other monitoring of contractors, including subcontractors, and grant recipient and subrecipients;
8. all documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards;
9. all internal and external email/electronic communications related to use of Coronavirus Relief Fund payments; and
10. all investigative files and inquiry reports involving Coronavirus Relief Fund payments.

Records shall be maintained for a period of five (5) years after final payment is made using Coronavirus Relief Fund monies. These record retention requirements are applicable to prime recipients and their grantees and subgrant recipients, contractors, and other levels of government that received transfers of Coronavirus Relief Fund payments from prime recipients.

## Public Safety and Public Health Payroll Reimbursement Program Reimbursement Request

Issued under authority of 2020 Public Act 123. Filing is mandatory to qualify for payments.

The Public Safety and Public Health Payroll Program is to reimburse local units of government for eligible public safety and public health payroll expenditures related to COVID-19.

Eligible Applicants are: Cities, Villages, Townships, and Counties that have not received a direct allocation from the Coronavirus Aid, Relief, and Economic Security (CARES) Act, Public Law 116-136.

Applicants must:

1. Submit to the Michigan Department of Treasury (Treasury) a signed *Public Safety and Public Health Payroll Program, Reimbursement Request* (Form 5722).
2. Submit to Treasury a detailed report that supports the requested reimbursement amounts. The report shall include the payroll expenditures for public safety and public health incurred by the local unit of government for the months of April 2020 and May 2020.

Reimbursement requests must be submitted to Treasury no later than July 17, 2020.

PART 1: LOCAL UNIT INFORMATION			
Local Unit Name City of Lansing	Local Unit County Name Ingham	Federal Employer Identification Number (FEIN) 38-6004628	
Local Unit Code 33-2020	Contact Name Alan Beland	SAM DUNS Number 0698358820000	
Contact E-Mail Address alan.beland@lansingmi.gov	Contact Title Senior Accountant	Contact Telephone Number (517) 483-6650	Extension
PART 2: PUBLIC SAFETY AND PUBLIC HEALTH PAYROLL EXPENDITURES			
<b>Public Safety</b>			
April Payroll Amount \$4,564,805.96		May Payroll Amount \$4,330,052.44	
<b>Public Health</b>			
April Payroll Amount \$6,886,827.35		May Payroll Amount \$6,725,665.88	
<b>Supplemental Questions</b>			
1. Were (or will) any of the above entered payroll amounts (be) reimbursed or funded by any other federal funds? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
2. Does your local unit have a contract/agreement with another city, village, township or county to provide Public Safety or Public Health services? If so: a. Indicate the name of the contracting local unit: _____ b. Indicate the amount of the requested payroll reimbursement that is attributable to the contracting unit: _____ c. Will the amount in question 2(b) be refunded, using non-federal funds, to the contracting unit upon receipt of this grant? <input type="checkbox"/> Yes <input type="checkbox"/> No Attach a table with the above information if you contract with multiple local units.			
3. If your local unit provided any public safety or public health services to a non-eligible unit (a unit other than a city, village, township or county) did you exclude (in the above payroll amounts) any payments you received? <input type="checkbox"/> Yes <input type="checkbox"/> No			
PART 3: CERTIFICATION			
The undersigned hereby certifies that the above requested payroll expenditures are: (1) accurate, (2) were incurred for the months of April and May 2020, (3) were not paid for/or will not be reimbursed with federal funds, and (4) exclude expenditures, paid by a non-eligible unit, for services provided. The local unit agrees to reimburse the State of Michigan if any of the above amounts are deemed to be fraudulent, inaccurate, inconsistent with this certification, or not allowed under the Coronavirus Aid, Relief, and Economic Security (CARES) Act, Public Law 116-136.			
Chief Administrative Officer Signature (as defined in MCL 141.422b) 		Printed Name of Chief Administrative Officer (as defined in MCL 141.422b) Andy Schor	
Title Mayor		Date 07/16/2020	

Completed and signed form (including required documentation) should be E-mailed to: [Treas-CARES@michigan.gov](mailto:Treas-CARES@michigan.gov) no later than July 17, 2020.

If you are unable to submit via E-mail, fax the completed form and required documentation to 517-335-3298.

For questions, call 517-335-0155.

**Instructions for *Public Safety and Public Health*  
*Payroll Reimbursement Program, Reimbursement Request (Form 5722)***

**PART 1: APPLICANT INFORMATION**

**Local Unit Name:** Enter the name of the city, village, township, or county requesting reimbursement under the Public Safety and Public Health Payroll Reimbursement Program.

**Local Unit County Name:** Enter the county name that the city, village, township, or county is located in.

**Federal Identification Number:** Enter the city's, village's, township's or county's Federal Employer Identification Number (FEIN).

**Local Unit Code:** Enter the revenue sharing local unit code of the city, village, township, or county requesting reimbursement.

**SAM DUNS Number:** Enter the federal System for Award Management (SAM) DUNS Number. All applicants must register by July 26, 2020 on the SAM system.

**Contact Name:** Enter the Full name of the individual that can answer any questions for the city, village, township or county.

**Contact E-Mail Address/Contact Title/Contact Telephone Number/Extension:** Enter the information for the contact person that can answer any questions regarding the reimbursement request.

**PART 2: PUBLIC SAFETY AND PUBLIC HEALTH PAYROLL EXPENDITURES**

Enter the April 2020 and May 2020 eligible Public Safety and Public Health payroll amounts.

**Michigan Department of Treasury**  
**Public Safety and Public Health Payroll Reimbursement Program (PSPHPR)**  
**Payroll Summary Report – Instructions**

Payroll Summary Report - Instructions

1. Enter the requested information on the April and May Payroll Summary Reports on pages 12 and 13 for each employee that works on public safety and public health tasks.
  - a. There could be multiple lines for the same employee.
  - b. The total of the chart should equal the payroll amounts being requested for reimbursement on Form 5722 *Public Safety and Public Health Payroll Reimbursement Program, Reimbursement Request*.
  - c. Attach additional sheets if needed.
  
2. Guidelines:
  - a. Incurred means – The date the service occurs. Payments need not be made during that time. For example: the Payroll Summary Report for April should be for pay periods April 1 – April 30, 2020; but the actual payment to an employee could have occurred later than April.
  - b. Bonuses (or lump sums) are not to be included except for Hazard Pay and Overtime.
  - c. Do not include Retirement payouts.
  - d. Fringes include employer sponsored insurance premiums, employer paid payroll taxes (FICA, Social Security), and employer retirement contributions.

**Michigan Department of Treasury  
Public Safety and Public Health Payroll Reimbursement Program (PSPHPR)  
Payroll Summary Report - April**

**Public Safety Employees – Payroll incurred in April (should equal the amount being requested for reimbursement on Form 5722)**

	Employee Name	Pay Period Dates	Payment Date	Salaries & Wages	Overtime	Fringes (incl. Retirement)	Total
1	(see attached)						
2							
3							
4							
5							
6							
7							
8							
9							
10							
Subtotal from attached reports	N/A			2,249,875.97	146,215.66	2,168,714.50	4,564,805.96
Total				2,249,875.97	146,215.66	2,168,714.50	4,564,805.96

**Public Health Employees – Payroll incurred in April (should equal the amount being requested for reimbursement on Form 5722)**

	Employee Name	Pay Period Dates	Payment Date	Salaries & Wages	Overtime	Fringes (incl. Retirement)	Total
1	(see attached)						
2							
3							
4							
5							
6							
7							
8							
9							
10							
Subtotal from attached reports	N/A			3,786,597.16	260,282.33	2,839,947.87	6,886,827.35
Total				3,786,597.16	260,282.33	2,839,947.87	6,886,827.35

**Michigan Department of Treasury**  
**Public Safety and Public Health Payroll Reimbursement Program (PSPHPR)**  
**Payroll Summary Report – May**

**Public Safety Employees – Payroll incurred in May (should equal the amount being requested for reimbursement on Form 5722)**

	Employee Name	Pay Period Dates	Payment Date	Salaries & Wages	Overtime	Fringes (incl. Retirement)	Total
1	(see attached)						
2							
3							
4							
5							
6							
7							
8							
9							
10							
Subtotal from attached reports	N/A			2,134,569.05	115,799.05	2,079,685.24	4,330,052.44
Total				2,134,569.05	115,799.05	2,079,685.24	4,330,052.44

**Public Health Employees – Payroll incurred in May (should equal the amount being requested for reimbursement on Form 5722)**

	Employee Name	Pay Period Dates	Payment Date	Salaries & Wages	Overtime	Fringes (incl. Retirement)	Total
1	(see attached)						
2							
3							
4							
5							
6							
7							
8							
9							
10							
Subtotal from attached reports	N/A			3,625,680.73	380,724.61	2,719,260.54	6,725,665.88
Total				3,625,680.73	380,724.61	2,719,260.54	6,725,665.88

**Michigan Department of Treasury**  
**Public Safety and Public Health Payroll Reimbursement Program (PSPHPR)**  
**Certification**

I, Anna Sano, am the chief executive of City of Lansing (jurisdiction legal name), and I certify that:

1. I have the authority on behalf of City of Lansing (jurisdiction legal name) to request a Public Safety and Public Health Payroll Reimbursement Program payment from the State of Michigan pursuant to Section 604 of 2020 Public Act 123, from the allocation of funds to the State of Michigan from the Coronavirus Relief Fund as created in the CARES Act.
2. I understand that the State of Michigan will rely on this certification as a material representation in issuing a Public Safety and Public Health Payroll Reimbursement Program payment to City of Lansing (jurisdiction legal name).
3. City of Lansing (jurisdiction legal name) is receiving the Public Safety and Public Health Payroll Reimbursement Program payment as a reimbursement for the April 2020 and May 2020 public safety and public health payroll expenditures and will be used only to cover those costs.
4. Any funds provided as a reimbursement payment from the State of Michigan under the Public Safety and Public Health Payroll Reimbursement Program that are found to be based on inaccurate, non-qualifying, or fraudulent payroll information will be returned to the State of Michigan.
5. Funds provided as a reimbursement payment under the Public Safety and Public Health Payroll Reimbursement Program from the State of Michigan pursuant to this certification must adhere to official federal guidance (2 CFR 200) issued or to be issued on what constitutes a necessary expenditure as described in the guidance for the U.S. Treasury Coronavirus Relief Fund at <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>. I reviewed the guidance prior to completing this request for reimbursement. I understand and agree that any funds expended by a jurisdiction in any manner that does not adhere to official federal guidance shall be returned to the State of Michigan.
6. Any jurisdiction receiving funds under the Public Safety and Public Health Payroll Reimbursement Program shall retain documentation supporting the reimbursement request, including but not limited to payroll records and timesheets. Such documentation shall be provided to the State of Michigan upon request and maintained by the jurisdiction for five (5) years.
7. Program funds provided pursuant to this application and certification cannot be used as a revenue replacement for lower than expected tax or other revenue collections.
8. Program funds received pursuant to this application and certification cannot be used for expenditures for which the jurisdiction has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.
9. Program funds received pursuant to this application and certification cannot be used to reimburse or subaward another entity or local unit of government.
10. I have read and agree on behalf of City of Lansing (jurisdiction legal name) to comply with all applicable provisions and requirements corresponding to the receipt of funds required in the Coronavirus Aid, Relief, and Economic Security Act, Public Law 115-136, and Uniform Guidance, 2 CFR 200.
11. Further, that I understand and agree on behalf of City of Lansing (jurisdiction legal name) that any funds received under this act and expended by itself or a sub-recipient in any manner that does not comply with the Coronavirus Aid, Relief, and Economic Security Act, Public Law 116-136, or Uniform Guidance, 2 CFR 200, as applicable shall be returned to the State of Michigan.

**Michigan Department of Treasury**  
**Public Safety and Public Health Payroll Reimbursement Program (PSPHPR)**  
**Certification**

12. Further, that I understand and agree on behalf of City of Lansing (jurisdiction legal name) that expenditures are not eligible for reimbursement under this section if such expenses have been or will be reimbursed by any other federal funds, and if such expenditures are reimbursed by any other federal funds the undersigned local unit of government will return said funds to the State of Michigan.
13. The governing body has been notified of the submission of this application, and are aware of the Federal statutes, regulations and terms and conditions of the grant award.

I certify under the penalties of perjury set forth in Michigan Penal Code, MCL 750.423, that I have read the above certification and my statements contained herein are true and correct to the best of my knowledge.

By: Andy Schor

Signature: [Handwritten Signature]

Title: Mayor

Date: 7-16-20

Subscribed and sworn to before me this 16th day of July, 2020.

[Handwritten Signature]  
Notary Public

My commission expires 8/10/24



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

That the following grant acceptance is approved:

WHEREAS, the City of Lansing applied for the Michigan Department of Treasury's Public Safety and Public Health Payroll Reimbursement Program (PSPHPR) on July 16, 2020 which is authorized under the Coronavirus Aid, Relief, and Economic Security (CARES) Act, Public Law 116, Sec 803.

WHEREAS, the program reimburses public safety and public health payroll expenditures for the months of April 2020 and May 2020 for employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

WHEREAS, the city has applied for the following payroll expenditure amounts which are subject to proration and approval by the Michigan Department of Treasury:

April Public Safety:	\$4,564,805.96
May Public Safety:	<u>\$4,330,052.44</u>
<b>Total Public Safety:</b>	<b>\$8,894,858.40</b>

April Public Health:	\$6,886,827.35
May Public Health:	<u>\$6,725,665.88</u>
<b>Total Public Health:</b>	<b>\$13,612,483.23</b>

WHEREAS, because the amount of grant requests exceeds the amount appropriated by the State Legislature, total eligible payments will be prorated.

WHEREAS, the Michigan Department of Treasury issued provisional payments to applicants equal to 50% of the amount requested, up to a cap of \$5,000,000, on September 18, 2020.

WHEREAS, the Michigan Department of Treasury has not completed its review process as of September 18, 2020 and will issue an official award and final payment at a later date.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lansing approves the acceptance of the PSPHPR funds up to the requested amount of \$8,894,858.40 for April and May public safety expenditures and \$13,612,483.23 for April and May public health payroll expenditures, once awarded by the Michigan Department of Treasury; and,

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



## LANSING CITY COUNCIL

### GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE: 11/2/2020

GRANT NAME: Coronavirus Relief Local Government Grants (CRLGG) Program

DEPARTMENT: Finance

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Jake Brower/Rob Widigan, [jake.brower@lansingmi.gov](mailto:jake.brower@lansingmi.gov), 517-512-0447

APPLICATION DATE: 2020 PA 144 AWARD DATE: 7/31/2020

GRANT CYCLE: FY 2021 Check One: \_\_\_ Annual X One-Time

FUND AMOUNT: 1,405,492 (Breakdown below should total this amount)

#### GOODS & SERVICES

PERSONNEL \$1,405,492

CONSTRUCTION \$0.00

LAND \$0.00

OTHER (Training)

CITY MATCH (IF APPLICABLE): \$0

GRANT PAYS FOR: Eligible COVID expenses including public safety/public health payroll

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

July 31, 2020, after the City's fiscal year had ended, the State of Michigan eliminated the statutory part of the final FY 2020 revenue sharing payment (\$904,305) and substituted the payment using federal funds (\$1,405,492). This substitution and subsequent payment occurred automatically, which the City will use to offset COVID related expenses.

**Michigan Department of Treasury  
Coronavirus Relief Local Government Grants (CRLGG) Program  
Grant Opening Certification**

<b>PART 1: LOCAL UNIT INFORMATION</b>			
Local Unit Name <b>City of Lansing</b>		Local Unit County Name <b>Ingham</b>	
Local Unit Code <b>33-2020</b>	Contact Name <b>Jake Brower</b>	SAM DUNS Number <b>0698358820000</b>	
Contact E-Mail Address <b>jake.brower@lansingmi.gov</b>	Contact Title <b>Deputy Finance Director</b>	Contact Telephone Number <b>517-512-0447</b>	Extension
<b>PART 2: OUTCOME METRICS</b> (Enter at least one program outcome metric relating to what the local unit hopes to achieve utilizing the CRLGG funding. Attach additional pages if necessary.)			
<p>Provide public safety services that are substantially dedicated to mitigating or responding to the COVID-19 public health emergency excluding reimbursed services under the Public Safety and Public Health Payroll Reimbursement (PSPHPR) Program or First Responder Hazard Pay Premiums (FRHPP) Program funding.</p>			
<p>Provide personal protective equipment, sanitary supplies, and other supplies necessary for providing a safe working environment for working on-site; and laptops, virtual private networks, video conferencing licenses, and other resources necessary for work from home under the guidance of the Governor's emergency orders.</p>			
<p> </p>			
<b>PART 3: CERTIFICATION</b>			
<p>I, <u>Andy Schor</u>, am the chief administrative officer of <u>City of Lansing</u> (subrecipient's legal name), and I certify that:</p> <ol style="list-style-type: none"> <li>1. I have the authority on behalf of <u>City of Lansing</u> (subrecipient's legal name) to accept the Coronavirus Relief Local Government Grants (CRLGG) Program payment received from the State of Michigan. The grantee understands that the CRLGG Program is funded by the allocation of funds to the State of Michigan from the Coronavirus Relief Fund as created in the CARES Act.</li> <li>2. I understand the State of Michigan will rely on this certification as a material representation that <u>City of Lansing</u> (subrecipient's legal name) has accepted the CRLGG Program payment and will expend the funds in accordance with the CARES Act.</li> <li>3. <u>City of Lansing</u> (subrecipient's legal name), is receiving CRLGG Program funds to be used for eligible expenditures under the CARES Act and will be used only to cover those eligible costs under the CARES Act.</li> <li>4. All subrecipients receiving funds under the CRLGG Program shall retain documentation of all uses of the funds, including but not limited to invoices and/or receipts, supporting the reports submitted in accordance with this document. Such documentation shall be provided to the State of Michigan upon request and maintained by the grantee for five (5) years.</li> <li>5. CRLGG Program funds accepted pursuant to this certification cannot be used as a revenue replacement for lower than expected tax or other revenue collections.</li> </ol>			

Local Unit Name  
City of Lansing

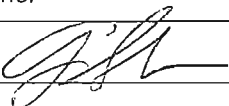
Local Unit Code  
33-2020

**PART 3: CERTIFICATION (continued)**

6. CRLGG Program funds accepted pursuant to this certification cannot be used for expenditures for which the subrecipient has received any other federal funds or emergency COVID-19 supplemental funding (whether state, federal, or private in nature) for the same expense. If an expenditure is reimbursed by any other federal funds or emergency COVID-19 funding, the subrecipient will return said funds to the State of Michigan.
7. CRLGG Program funds accepted pursuant to this certification cannot be used to reimburse or subaward another subrecipient or local unit of government.
8. Any CRLGG Program funds not incurred on or before December 30, 2020 must be returned to the Michigan Department of Treasury by January 30, 2021. Repayments must be submitted using the "CRLGG Return of Funds Received Form" (Form 5733).
9. I have read and agree on behalf of City of Lansing (subrecipient's legal name) to comply with all applicable provisions and requirements corresponding to the receipt of funds required in the Coronavirus Aid, Relief, and Economic Securities (CARES) Act, Public Law 116-136 and Uniform Guidance 2 CFR 200.
10. Further, I understand and agree on behalf of City of Lansing (subrecipient's legal name) that any funds received under the CRLGG Program and incurred in any manner that does not comply with the Coronavirus Aid, Relief, and Economic Securities Act, Public Law 116-136 and Uniform Guidance 2 CFR 200, as applicable shall be returned to the State of Michigan. Any funds that are provided by the State of Michigan under the CRLGG Program that are found to be based on inaccurate, nonqualifying, or fraudulent information will be returned to the State of Michigan. Funds provided under the CRLGG Program must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure as described in the guidance for the U.S. Treasury Coronavirus Relief Fund at <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>. I reviewed the guidance prior to completing this acceptance certification.
11. The governing body has been notified of the submission of this certification, and are aware of the Federal statutes, regulations and terms and conditions of the grant award.

I certify under the penalties of perjury set forth in Michigan Penal Code, MCL 750.423, that I have read the above certification and my statements contained herein are true and correct to the best of my knowledge.

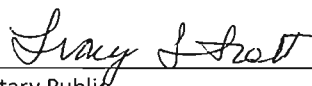
By: Andy Schor

Signature: 

Title: Mayor

Date: 9-23-20

Subscribed and sworn before me this 23<sup>rd</sup> day of September, 2020.

  
Notary Public

My commission expires 4-14-2027

TRACY L. SCOTT  
Notary Public, State of Michigan  
County of Ingham  
My Commission Expires Apr. 14, 2027  
Acting in the County of Ingham

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

WHEREAS, the State of Michigan passed 2020 Public Act 144 on July 31, 2020 after the City's fiscal year had ended, reducing city, village and township revenue sharing by amounts equivalent to each local unit's August statutory revenue sharing payment.

WHEREAS, the State of Michigan appropriated \$150,000,000 in Coronavirus relief local government grants (CRLGG) to be distributed to cities, villages, townships, and counties proportional to the reduction in August statutory revenue sharing payments.

WHEREAS, the City of Lansing automatically received \$1,405,492 in CLRGG grant revenue on August 28, 2020 replacing \$904,205 previously appropriated for the August revenue sharing payment.

WHEREAS, the City of Lansing intends to expend these funds in a manner that adheres to the coronavirus aid, relief, and economic security (CARES) act, Public Law 116-136, including public safety payroll expenditures for employees whose duties were substantially dedicated to COVID-19 response, personal protective equipment and sanitary supplies, or other eligible expenditures subject to approval by the Michigan Department of Treasury.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lansing approves the acceptance of \$1,405,492 in CRLGG funds; and,

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