AGENDA

Committee on Ways and Means
AGENDA FOR AUGUST 20, 2021 AT 3:15 PM

Lansing City Hall, City Council Conference Room
124 W. Michigan Avenue, 10th Floor
To provide input or ask questions on any item that is listed on the agenda,
members of the public may contact the City Council at city.council@lansingmi.gov or (517) 483-4177 prior to the meeting.

Based on the recommendations from the Centers for Disease Control (CDC)
City Council President Spadafore is requesting members of the public, City staff and Council Members wear face coverings at meetings of the City Council and their Committees.

Council Member Wood, Chairperson
Council Member Hussain, Vice Chairperson
Council Member Spadafore, Member

1. **Call to Order**
2. **Roll Call**
3. **Minutes**
   A. August 9, 2021
4. **Public Comment on Agenda Items (Up to 3 Minutes)**
5. **Discussion/Action:**
   B. RESOLUTION - Fee Reduction; Non-sufficient Funds (NSF) Check Fee
   C. RESOLUTION - Grant Acceptance; Financially Distressed Cities, Villages, and Townships (FDCVT) Grant
   D. PLACE ON FILE _ Sole Source Purchase Notification; Legal Solutions - Blue Line Law Firm for the Lansing Police Department (LPD) to provide consultation for conducting independent review of LPD policies and procedures with the guidelines of President Obama Task Force on 21st Century Policing
6. **Other**
7. **Adjourn**

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.

MINUTES
Committee on Ways and Means
Monday, August 9, 2021 @ 4:30 p.m.
Lansing City Council Conference Room

CALL TO ORDER
The meeting was called to order at 4:30 p.m.

Members Present via audio/video
Council Member Carol Wood, Chair
Council Member, Adam Hussain, Vice Chair
Council Member Peter Spadafore, Member

OTHERS PRESENT
Sherrie Boak, City Council Office Manager
Lisa Hagen, OCA
Eric Brewer, Internal Auditor
Joe Abood, OCA
Jake Brower, Budget Director
Nick Tate, Deputy Mayor
Joe McClure, LPD
DeLisa Fountain, EDP

Minutes
MOTION BY COUNCIL MEMBER HUSSAIN TO APPROVE THE MINUTES FROM JULY 16, 2021 WITH AMENDMENTS TO FIRST ACTION ITEM, IN FIRST LINE TO INCLUDE "AWARDED $50,000 TO PERFORM THE STUDY AND PREPARE FOR…" MOTION CARRIED 3-0.

Public Comment
No public comment at this time.

Discussion/Action:
RESOLUTION – Emergency Carryforwards FY2020/2021
Mr. Tate informed the Committee this was started with the discussions on gun violence and mutual connections to organizations that help with the youth. In their research, they looked at which organizations were doing the work now and reached out to those. Out of that research came five (5) areas to focus on; athletics, mentorship, athlete interaction, STEM/STEAM, after school activities and community organizations. Prior to participating in program, they were asked to make sure they were a non-profit, they needed to submit a copy of the By Laws and Articles of Incorporation, provide a proof filed with IRS 990, and a list of their accomplishments. In addition the submission must include an agreement to utilize funds in the City of Lansing.

Council Member Wood asked where the $180,000 come from. Mr. Brower detailed that the funds were compiled from the savings from the FY2020/2021 budget. That included $80,000 from LPD, $60,000 from the Mayor's budget and $40,000 from Parks and Recreation.

Ms. Fountain detailed for the Committee that some of the organizations want to work with the youth, but do not have their 501c3 and these grants would help. Most of the organizations chosen have already created success in the community. The Committee asked for a list of the smaller organizations. Ms. Fountain was not able to provide the list at this time but the funds would be between $1,000 - $2,000, and currently for the large portions they do not have a list of organizations yet. Council Member Wood noted that if the funds can be used to rent the parks and recreation, in the end then the funds from Parks would be going right back to them. Ms. Fountain stated the City fees will be waived for use of the City venues.

Council Member Spadafore asked if the resolution can be altered by Council or only by the Mayor. He added he had determined there was $25,000 in the Council budget for an addition to the funds. Council Member Wood stated in the case of this resolution with funds, Council can either vote for or against, and Mr. Abood confirmed.

Mr. Tate outlined some of the organizations they will work with:

(1) Mentorship

Turning Point of Lansing
Petals and Pinecones
Building Child and Family Institute

(2) After School Activities

South Side Community Coalition
YMCA of Lansing (pending receipt of requested documentation)

(3) Athletics

Lansing Kappa Foundation

(4) Science Technology, Engineering, Arts, Mathematics (STEAM) /Science, Entrepreneurship, Agriculture and Math (SEAM)

Next Young Phenom Foundation
Mickey 23 Foundation (pending receipt of documentation)

(5) Small Community Organizational Fund

Distributed through DNCE and DeLisa Fountain

Lastly, Mr. Tate made the Committee aware that they are still speaking to community partnerships with YMCA and Mickey23.

Council Member Wood noted asked if it would be beneficial to reduce the parks fees for their activities to increase their membership, instead of spending those funds towards these organizations. Council Member Spadafore spoke in support of the funding, because to reduce the fees in parks programs, then they are hoping more residents register with the Parks and Recreation, this way the money gets out towards the community.

Mr. Abood relayed a communication he had with the Parks Director where it was stated there is currently a low number of staff, therefore they are struggling to have some programs because there are not enough adults to supervise.

Council Member Wood asked if there was a timeline in these contracts that they have to spend the funds by the end of this Fiscal Year (6/30/2022). Mr. Tate stated they do not have a timeline but expect they will be spent when they get the funds, and used over the summer.

Ms. Fountain assured the Committee they will encourage residents to participate in the Parks and Recreation programs, however there are some barriers and a staffing shortage, and in this case the organizations they are working with are already in hot spots.

Mr. Brewer asked Mr. Tate if the funds are awarded will the organizations have a contract or Memorandum of Understanding (MOU). Mr. Tate acknowledged they can have a MOU to make sure funds are used in a timeline. Council Member Wood encouraged the Administration to review the current HRCS contracts as a template.

Ms. Fountain confirmed for the Committee that for the smaller organizations they will be using the same agreements that are used for their Neighborhood Advisory Grants as their template, and asking for timelines and receipts, and will have preference for local vendors.

Council Member Wood asked where the $80,000 in the LPD budget came from. Mr. McClure confirmed it was from line item for School Crossing Guards, where they were not used in the last fiscal year. Council Member Wood confirmed that that task is required by the State, so by not having to use crossing guards in the last FY, then funds are available.

MOTION BY COUNCIL MEMBER HUSSAIN TO APPROVE THE RESOLUTION FOR THE EMERGENCY CARRYFORWARDS FOR FY2020/2021. MOTION CARRIED 3-0.

ADJOURN

Adjourned at 4:51 p.m.
Submitted by,
Sherrie Boak, Council Office Manager
Lansing City Council
Approved by the Committee

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

WHEREAS, to provide departments additional time to prepare customers for the increased Non-sufficient funds NSF check fee, the City of Lansing intends to reverse the adopted fee increase to be revisited at a later date;

NOW, THEREFORE, BE IT RESOLVED, that the following changes to the City's fees and charges be adopted:

Fee Proposed	Effective Date	From	To
Finance/Treasury			
NSF Checks (FY 2021)	7/1/2021	50.00	25.00

LANSING CITY COUNCIL

GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE: 8/9/21

GRANT NAME: Capital City Comeback – Large Capacity Commercial Tax Scanner Project

DEPARTMENT: Finance

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Jake Brower, jake.brower@lansingmi.gov, 517-483-4511

APPLIICATION DATE: 5/17/21 AWARD DATE: Anticipated, advance funding requested

GRANT CYCLE: _FY2021_ Check One: ___Annual _X One-Time

FUND AMOUNT: ___$100,000___ (Breakdown below should total this amount)

GOODS & SERVICES	$100,000
PERSONNEL	
CONSTRUCTION	
LAND	
OTHER (Training)	

CITY MATCH (IF APPLICABLE): All costs above and beyond FDCVT funding will have to be appropriated before 2025.

GRANT PAYS FOR: Purchasing large capacity commercial tax scanner.

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

The City of Lansing currently outsources the tax scanning process which is inefficient and time consuming. Purchasing large capacity commercial scanners will allow the City to bring this process in-house. This will allow the Treasurer's Office the benefits of being able to scan and store the City's data in a system that is secure and accessible in a format designed by the City's Income Tax Department, allowing the City to timely reconcile data, audit refunds, and store and retrieve data as needed.

STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

GRETCHEN WHITMER
GOVERNOR

RACHAEL EUBANKS
STATE TREASURER

July 26, 2021

Robert J.F. Widigan
Finance Director
City of Lansing
124 West Michigan Avenue, 8th Floor
Lansing, MI 48933

Dear Mr. Widigan:

Re: **Grant No. 210105-21**
Notification of Intent to Award – FDCVT Grant FY 2021

The Michigan Department of Treasury (Treasury) – Revenue Sharing and Grants Division received your grant application for the Financially Distressed Cities, Villages, and Townships (FDCVT) grant program. We are pleased to inform you that the proposal your governmental unit submitted entitled ***Capital City Comeback - Large Capacity Commercial Tax Scanner*** has been selected for a grant award in the maximum amount of ***$100,000.00***.

Enclosed are two original copies of the Financially Distressed Cities, Villages, and Townships Grant Agreement and a sample Board Resolution.

An electronic fillable version of the sample Board Resolution is located on Treasury's website: http://www.michigan.gov/treasury/0,4679,7-121-1751_2197_58826_69378---,00.html

Next Step

To receive the Final Award, Treasury must receive two original signed copies of the Grant Agreement and a Board Resolution (as indicated in the Conditions of the grant application packet) by Friday, September 24, 2021.

Submission of the signed Grant Agreement and a Board Resolution will signify acceptance of the grant award and will be considered agreement to all provisions specified in the grant application packet, the Notification of Intent to Award letter, and the Grant Agreement.

Please send the required documents by mail to:

Michigan Department of Treasury
Revenue Sharing and Grants Division
PO Box 30722
Lansing, MI 48909

Upon Treasury's review and acceptance/approval of the signed Grant Agreement and Board Resolution, Treasury will sign the Grant Agreement. Treasury will return one executed copy of the Grant Agreement along with the Final Award letter, after which time the grantee will be responsible for the submission of grant compliance reporting and reimbursement requests.

Awarded funds will not be released until a completed grant agreement has been finalized. Reminder, grant funds are distributed on a reimbursement basis.

Congratulations on the grant award. We appreciate your interest in the FDCVT and look forward to working with you on this project. If you have any questions, please let us know. We can be reached at (517) 335-7484.

Sincerely,

Evah Cole

Evah Cole, Division Administrator
Revenue Sharing and Grants Division

Enclosures

FINANCIALLY DISTRESSED CITIES, VILLAGES, AND TOWNSHIPS
GRANT AGREEMENT

BETWEEN THE
MICHIGAN DEPARTMENT OF TREASURY
AND CITY OF LANSING

This Grant Agreement ("Agreement") is made between the Michigan Department of Treasury, Revenue Sharing and Grants Division ("Treasury") and City of Lansing ("Grantee").

The purpose of this Agreement is to provide funding to a financially distressed municipality with conditions that indicate probable financial distress. Legislative appropriation of funds for grant assistance is set forth in 2020 Public Act 166. This Agreement is subject to the terms and conditions specified herein.

Grant #:	210105-21
Project Name:	Capital City Comeback - Large Capacity Commercial Tax Scanner
Amount of grant:	$100,000.00
Start Date:	October 1, 2020
End Date:	September 30, 2025

GRANTEE CONTACT:	TREASURY CONTACT:
Robert J.F. Widigan, Finance Director Name/Title	Evah Cole, Division Administrator Name/Title
City of Lansing Municipality Name	Revenue Sharing and Grants Division Division
124 West Michigan Avenue, 8th Floor Address	P.O. Box 30722 Address
Lansing, MI 48933 City, State, Zip Code	Lansing, MI 48909 City, State, Zip Code
(517) 483-4594 Telephone Number	(517) 335-7484 Telephone Number
Fax Number	(517) 335-3298 Fax Number
financedepartment@lansingmi.gov E-mail Address	TreasRevenueSharing@michigan.gov E-mail Address
CV0047783 Vendor/Customer Number	

I. AGREEMENT SCOPE

This Agreement and its appendices constitute the entire Agreement between Treasury and the Grantee and may be modified only by written agreement between Treasury and the Grantee.

(A) The scope of this agreement is limited to activities specified in Appendix A, and such activities as are authorized by Treasury under this Agreement. Any change in agreement scope requires written approval in accordance with Section III (Amendments) of this Agreement.

(B) By entering into this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. CONTRACT PERIOD

The Agreement shall be effective from the Start Date until the End Date specified on page 1. Treasury shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures incurred or paid by the Grantee prior to the Start Date or after the End Date of this Agreement will not be reimbursed under the Agreement.

III. AMENDMENTS

Any desired amendments to this Agreement shall be requested by the Grantee in writing and shall not be effective unless approved in writing by Treasury. Treasury reserves the right to deny requests for amendments to the Agreement or to the appendices. No amendments can be implemented without written approval by Treasury.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified below and in Appendix A of this Agreement, if applicable.

(A) The Grantee must complete and submit semiannually the *Financially Distressed Cities, Villages, and Townships Narrative Report* (Form 5196) and the *Financially Distressed Cities, Villages, and Townships Financial Status Report* (Form 5198). These forms shall be due according to the following schedule:

Reporting Period	**Due Date**
October 1 – March 31	April 30
April 1 – September 30	October 30

The forms shall be submitted to Treasury's contact at the e-mail address on page 1.

(B) For a payment reimbursement, the Grantee must complete and submit a *Financially Distressed Cities, Villages, and Townships Reimbursement Request* (Form 5199). The reimbursement request must include supporting documentation (copies of original invoices, cancelled checks, and any other report that would support the request) of eligible project expenditures.

The form shall be submitted to Treasury's contact at the address on page 1.

Treasury shall make reimbursements upon receipt of a reimbursement request form, not more than once a month, provided that the Grantee is in compliance with all terms and conditions of this Agreement, and dependent upon state appropriations.

Funds may not be released to the Grantee, if the Grantee:

1. Has not filed its annual financial report (F65) or audit per the Uniform Budgeting and Accounting Act, 1968 Public Act 2, as amended (MCL 141.421 to 141.440a) or the Uniform System of Accounting Act, 1919 Public Act 71, as amended (MCL 21.41 to 21.55), or

2. Has not filed its financial plan (deficit elimination plan) per the Glenn Steil State Revenue Sharing Act, 1971 Public Act 140, as amended (MCL 141.921), or

3. Is delinquent in making payments that are due on loans issued pursuant to the Emergency Municipal Loan Act, 1980 Public Act 243, as amended (MCL 141.931 to 141.942), or

4. Has a payment due and owing to the state.

(C) The Grantee must complete and submit a final *Financially Distressed Cities, Villages, and Townships Narrative Report* (Form 5196) and *Financially Distressed Cities, Villages, and Townships Financial Status Report* (Form 5198). The Grantee shall submit the final reports, including any outstanding deliverables, within 30 days from the End Date of the Grant, specified on page 1.

The forms shall be submitted to Treasury's contact at the e-mail address on page 1.

(D) One year after the date of the Final Closeout letter from Treasury, the Grantee must complete and submit a *Financially Distressed Cities, Villages, and Townships Final Follow-up Report* (Form 5197).

The form shall be submitted to Treasury's contact at the e-mail address on page 1.

V. <u>GRANTEE RESPONSIBILITIES</u>

(A) The Grantee agrees to abide by all local, state, and federal laws, rules, ordinances, and regulations in the performance of the activities funded by this grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State of Michigan or any other entity.

(C) The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee's receipt of this grant or from any expenditure of grant funds.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by the Grantee or its contractor(s) under this Agreement. The Grantee or its contractor(s) shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in designs, drawings, specifications, reports, or other services.

(E) Treasury's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. Treasury's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance (or failure of performance) of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with Treasury for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal prosecution, civil suit, and/or termination of the grant.

(G) The Grantee must comply with all Conditions contained in its application for the grant, a copy of which is attached as Appendix B.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that Treasury funded all or a portion of its development.

Treasury retains an irrevocable license to reproduce, publish and use in whole or in part, and authorize others to do so, any copyrightable material submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that Treasury can use in accordance with this paragraph.

Unless otherwise specified in this Agreement, the Grantee may not patent products or processes developed under this Agreement.

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of Treasury. Treasury does not assume responsibility regarding the contractual relationships between the Grantee and any contractor.

VIII. CONTRACTS

Treasury reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, Treasury will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All contractors used by the Grantee in completing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

IX. NON-DISCRIMATION

The Grantee shall comply with the Elliott-Larsen Civil Rights Act, 1976 Public Act 453, as amended (MCL 37.2101 et seq), the Persons with Disabilities Civil Rights Act, 1976 Public Act 220, as amended (MCL 37.1101 et seq), and all other federal, state, and local fair employment practices and equal opportunity laws. The Grantee agrees to include in every contract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. LIABILITY

(A) The Grantee, not Treasury, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities carried out or to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, any contractor, or anyone employed by the Grantee.

(B) All liability as a result of claims, demands, costs, or judgments arising out of activities carried out or to be carried out by Treasury in the performance of this Agreement is the responsibility of Treasury and not the responsibility of the Grantee, if the liability is caused by any Treasury employee or agent.

(C) In the event that liability arises as a result of activities conducted jointly by the Grantee and Treasury in fulfillment of their responsibilities under this Agreement, such liability is held by the Grantee and Treasury in relation to each party's responsibilities under these joint activities.

(D) Nothing in this Agreement may be construed as a waiver of any governmental immunity by the Grantee, Treasury, their agents, or their employees as provided by statute or court decisions.

XI. ANTI-LOBBYING

The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute (MCL 4.415(2)). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action. The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State of Michigan.

XII. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies to the best of its knowledge and belief that it, its agents, and its contractors:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions by any federal department or the state.

(2) Have not within a three-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) transaction or agreement 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, or receiving stolen property.

(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 subsection (2).

(4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

(5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XIII. AUDIT AND ACCESS TO RECORDS

Treasury reserves the right to conduct a programmatic and financial audit of the project, and Treasury may withhold payment until the audit is satisfactorily completed. The Grantee is required to maintain all pertinent records and evidence pertaining to the Grant Agreement, including grant funds, in accordance with generally accepted accounting principles and other procedures specified by Treasury. Treasury or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of seven years after the Final Closeout letter has been issued to the Grantee by Treasury.

XIV. INSURANCE

(A) The Grantee must maintain insurance or self-insurance, satisfactory to Treasury, that will protect Treasury from claims that may arise from the Grantee's actions under this Agreement or from the actions of others for whom the Grantee may be held liable.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XV. OTHER SOURCES OF FUNDING

The Grantee guarantees that any payments for which claims for reimbursement are made to Treasury under this Agreement will not be financed by any source other than Treasury under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from the Grantee's reimbursement request(s), or to immediately refund to Treasury, the total amount representing such duplication of funding.

XVI. COMPENSATION

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. Treasury will reimburse the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenditures incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenditures incurred or paid by the Grantee prior to the Start Date or after the End Date of this Agreement will not be reimbursed under the Agreement.

(C) Treasury will approve reimbursement requests after approval of reports and related documentation as required under this Agreement.

(D) Treasury reserves the right to request additional information necessary to substantiate reimbursement requests.

(E) Reimbursements under this Agreement may be processed by Electronic Funds Transfer (EFT) at Treasury's discretion. In order to be eligible to receive reimbursements by EFT, the Grantee must register at the SIGMA Vendor Self Service website (www.michigan.gov/SigmaVSS).

XVII. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by Treasury after the Grantee has satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of the Final Closeout letter from Treasury, the Grantee releases Treasury from all claims against Treasury arising under this Agreement. Unless otherwise provided in this Agreement or by State law, the Final Closeout letter shall not constitute a waiver of Treasury's claims against the Grantee.

(C) The Grantee shall immediately refund to Treasury any reimbursements in excess of the costs allowed by this Agreement.

XVIII. CANCELLATION

This Agreement may be cancelled by Treasury, upon thirty (30) days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by Treasury and the Grantee.

XIX. TERMINATION

(A) This Agreement may be terminated by Treasury as follows.

(1) Upon thirty (30) days written notice to the Grantee:

a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or other applicable laws or rules.

b. If the Grantee knowingly and willingly presents false information to Treasury for the purpose of obtaining this Agreement or any reimbursement under this Agreement.

c. If Treasury finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of

Treasury in an attempt to secure a contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.

d. During the thirty (30) day written notice period, Treasury will withhold reimbursement for any terminations under subparagraphs a through c, above.

e. If the Grantee or any contractor of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Department of Licensing and Regulatory Affairs or its successor.

(2) Immediately, upon written notice, and without further liability to Treasury, if the Grantee, or any agent of the Grantee, or any agent of any contractor is:

a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;

b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;

c. Convicted under State or federal antitrust statutes;

d. Convicted of any other criminal offense which, in the sole discretion of Treasury, reflects on the Grantee's business integrity; or

e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, Treasury reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XX. <u>DISCLOSURE OF INFORMATION</u>

All reports or other printed or electronic material are public information under the Freedom of Information Act, 1976 Public Act 442, as amended (MCL 15.231 to 15.246).

XXI. CERTIFICATION

The individuals signing below certify by their signatures that they are authorized to sign this Grant Agreement on behalf of their agencies, that the parties will fulfill the terms of this Agreement, including the attached appendices, as set forth herein, and that no part of the agreement has been altered or changed.

FOR THE GRANTEE:

Signature | Date

Name/Title

FOR TREASURY:

Signature | Date

Name/Title

APPENDIX A –
APPROVED BUDGET AMOUNTS

Capital City Comeback - Large Capacity Commercial Tax Scanner

Below is the approved budget for your grant project. Please note, we have assigned budget categories to each of your original budget line items. Use these categories when submitting your reimbursement requests*.

Budget Category	Budget Description	Application Budget Amount	Award Budget Amount	Comments
Equipment - Replacement	Falcon+ Scanner	$112,194.00	$100,000.00	
	Model 72 Opener	$32,200.00	$ .00	
	Freight	$2,500.00	$ .00	
	First Year Maintenance - Falcon+ Scanner	$19,530.00	$ .00	
	First Year Maintenance - M72 Opener	$2,875.00	$ .00	
	Miscellaneous Costs	$ 701.00	$ .00	
	Budget Total	**$170,000.00**	**$100,000.00**	

*Reimbursement requests must include copies of invoices and cancelled checks (or equivalent) supporting the costs.

Work plan/timeline: Prior to the release of funds, the grantee will provide to Treasury an updated work plan / timeline, related to the line items for which grant funding was received. The work plan / timeline should include estimated completion dates and a description of the deliverable for each step.

APPENDIX B
APPLICATION CONDITIONS

Financially Distressed Cities, Villages, and Townships Application (FY 2021)

Issued under authority of 2020 Public Act 166

CONDITIONS

Implementation of Proposal:
Within sixty (60) days following the Michigan Department of Treasury's Notification of Intent to Award letter, the grantee agrees to submit the signed Grant Agreement and Board Resolution, indicating approval of the proposal and Financially Distressed Cities, Villages, and Townships grant funding, or be subject to automatic cancellation of the grant. No grant funding will be released until the required signed Grant Agreement, Board Resolution, and a final work plan pertaining to the funds awarded have been received by Treasury.

Proposal Clarification:
The Michigan Department of Treasury reserves the right to award funds for an amount other than requested and/or request changes to, or clarification of, any and all applications received.

Prior to executing any changes to the scope of the proposal, the selected grantee must inform (in writing) the Michigan Department of Treasury of the proposed changes. The department will notify the grantee within thirty (30) days whether the proposed changes fall under the original grant award.

Eligible Expenditures:
Grant award funds must be used to make payments to reduce unfunded accrued liability; to repair or replace critical infrastructure or equipment owned or maintained by the city, village, or township; to reduce debt obligations; for costs associated with a transition to shared services with another jurisdiction; or to administer other projects that move the city, village, or township toward financial stability. The focus will be on the repair or replacement of obsolete critical infrastructure or equipment, and service consolidation(s).

Expenditures:
1. The grantee understands and agrees that all expenditures from the grant will:
   - Be used to ensure efficient administration of the proposal.
   - Be permissible under state and federal law and consistent with statewide policies, regulations, and practices.
   - Be adequately supported by source documentation, including invoices, cancelled checks and electronic payment confirmations.
   - Only be for items approved in the Grant Agreement.

2. The grantee agrees to use the approved purchasing practices and bid procedures required by the "Grantee" for expenditures involving proposal 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 agrees to maintain all documentation for costs incurred for a seven-year period following the Michigan Department of Treasury Final Closeout letter.

Release of Funds:
Payments to the "Grantee" may be made on a monthly reimbursement basis, providing the grantee is in compliance with all terms and conditions of the grant, and dependent upon state appropriations.

For a payment reimbursement, a completed *Financially Distressed Cities, Villages, and Townships Reimbursement Request* (Form 5199) must be submitted to the Michigan Department of Treasury. Source documentation supporting the requested reimbursement amount must be attached to the reimbursement request form. At a minimum, the source documentation should include copies of the original invoices, cancelled checks, and any other report that would support the request.

CONDITIONS CONTINUED

The "Grantee's" Chief Financial Officer or Chief Administrative Officer must sign and date the *Financially Distressed Cities, Villages, and Townships Reimbursement Request* (Form 5199).

Funds may not be released to the "Grantee" if the grantee:

1. Has not filed their annual financial report (F65) or audit per the Uniform Budgeting and Accounting Act, 1968 Public Act 2, as amended (MCL 141.421 to 141.440a) or the Uniform System of Accounting Act, 1919 Public Act 71, as amended (MCL 21.41 to 21.55), or
2. Has not filed their financial plan (deficit elimination plan) per the Glenn Steil State Revenue Sharing Act, 1971 Public Act 140, as amended (MCL 141.921), or
3. Are delinquent in making payments that are due on loans issued pursuant to the Emergency Municipal Loan Act, 1980 Public Act 243, as amended (MCL 141.931 to 141.942), or
4. Has a payment due and owing to the state.

Forfeiture and Repayment of Grant Funds:
If any conditions and provisions in the Grant Agreement are not met by the grantee, the grantee agrees to forfeit any future grant funds for this proposal and agrees that any grant funds previously reimbursed to the grantee may be required to be repaid to the State. At the discretion of the State Treasurer, repayments may be fulfilled by the Michigan Department of Treasury through the diversion of revenue sharing payments issued to the grantee under the Glenn Steil State Revenue Sharing Act of 1971 (1971 PA 140) or the Michigan Department of Treasury's FY 2021 appropriation act (2020 PA 166), until all grant funds previously reimbursed for this project have been repaid to the State.

Reporting Requirements:
1. *Semiannual Narrative and Financial Status Reports* – The awarded grantee shall submit to the Michigan Department of Treasury semiannually, signed and dated, narrative and financial status reports. The reports are due April 30 and October 30.

   a. *Narrative Report (NR)* (Form 5196) – should present the following information:
      i. Name of Grantee and Grant Number
      ii. Reporting Period (i.e. October 2021-March 2022, April 2022-September 2022, etc. ...). The initial filing will be due on October 30, 2021, and cover the period of October 1, 2020, to September 30, 2021.
      iii. The percentage (%) completed of the proposal's work plan
      iv. The estimated proposal completion date. For the final report, indicate the actual proposal completion date
      v. A brief outline of the work accomplished during the reporting period (or grant period, if this is the final report) relative to the proposal's work plan and timeline
      vi. A brief outline of the work to be completed during the subsequent reporting period
      vii. A brief description of any problems or delays, real or anticipated, experienced

   b. *Financial Status Report (FSR)* (Form 5198) – should present the following information:
      i. Name of Grantee and Grant Number
      ii. Reporting Period (i.e. October 2021-March 2022, April 2022-September 2022, etc. ...). The initial filing will be due on October 30, 2021, and cover the period of October 1, 2020, to September 30, 2021.
      iii. The percentage (%) completed of the proposal's work plan
      iv. The estimated proposal completion date. For the final report, indicate the actual proposal completion date
      v. The amount of funds expended through the reporting period (i.e. from the beginning of the grant proposal to the end of the reporting period)
      vi. The projected future expenditures for the proposal
      vii. Total projected expenditures for the proposal
      viii. Original or amended (per grant award) budget per Appendix A of the Grant Agreement
      ix. The difference between current projected proposal expenditures and original or amended budget

CONDITIONS CONTINUED

2. *Final Narrative Report* (Form 5196) and *Final Financial Status Report* (Form 5198) – The awarded grantee shall submit to the Michigan Department of Treasury final, signed and dated, narrative and financial status reports. The reports are due within thirty (30) days after the completion of the proposal.

   a. The reports shall include the information as indicated under *Semiannual Narrative and Financial Status Reports* (above).

   b. Indicate "Final Report" on the top of the Final Narrative and Financial Status Reports.

   c. In addition to the items listed above, the final narrative report must include a description of the proposal's accomplishments and any unanticipated benefits/difficulties experienced while completing the proposal. Additionally, attach a copy of the proposal deliverables, if applicable (i.e. pictures of completed construction or equipment, etc. ...).

3. *Final Follow-up Report* (Form 5197) – One year after the date of the Final Closeout Letter from the Michigan Department of Treasury, the grantee agrees to provide a Final Follow-up Report to the Michigan Department of Treasury on the status of the proposal. The report will include:

   a. A detailed description of service changes and improvements.
   b. A detailed status update on the goals and measures used to determine the success of the proposal and outcomes presented in the application (i.e. have they been met, what has changed, etc. ...).
   c. A detailed description of set-backs or difficulties experienced in implementing the proposal.
   d. An analysis of cost savings realized related to the implementation of the proposal.
   e. A detailed description of how the funding was utilized and assisted the grantee toward financial stability.

Audit and Review:
The grantee agrees to allow the Michigan Department of Treasury and the State Auditor General's Office (and/or any of their duly authorized representatives) access, for the purposes of inspection, audit, and examination, to any books, documents, papers, and records of the grantee which are related to this proposal.

The Michigan Department of Treasury may conduct periodic program reviews of the proposal. The purpose of these reviews will be to determine adherence to stated proposal goals and to review progress of the proposal in meeting its objectives.

The grantee agrees to submit semiannual and final progress reports, along with a final follow-up report to the Michigan Department of Treasury. The grantee understands that failure to submit any required reports may result in the termination of the grant.

Grant Termination:
The grantee understands that this grant may be terminated if the Michigan Department of Treasury concludes that the grantee is not in compliance with the conditions and provisions of this grant, or has falsified any information. The Michigan Department of Treasury will extend an opportunity for the grantee to demonstrate compliance. Notification of termination will be in writing.

The grantee acknowledges that continuation of this grant is subject to appropriation or availability of funds for this grant. If appropriations to enable the Michigan Department of Treasury to effect continued payment under this grant are reduced, the Michigan Department of Treasury shall have the right to terminate this grant. The Michigan Department of Treasury shall give the grantee at least thirty (30) days advance written notice of termination for non-appropriation.

City of Example

County of Example

RESOLUTION ACCEPTING THE FDCVT GRANT

Minutes of the regular meeting of the City Council of the City of Example County of Example, State of Michigan, (the "Municipality") held on July 26, 2021.

PRESENT: Members: Allen, Jones, Nelson, and Smith

ABSENT: Members: None

Member Allen offered and moved the adoption of the following resolution, seconded by Member Nelson.

WHEREAS, the State of Michigan Department of Treasury has given preliminary notice of its intent to award a Financially Distressed Cities, Villages, and Townships (FDCVT) grant in the amount of up to $245,000 toward reimbursement of expenditures required to implement the FDCVT Application Proposal Title (project title), and

WHEREAS, the State of Michigan requires each municipality's governing body to adopt a resolution authorizing participation in the proposed project prior to finalizing the award of grants from the State of Michigan's FDCVT grant program, and

WHEREAS, City of Example (local unit name) acknowledges that it:

1. Has filed its annual financial report (F65) or audit per the Uniform Budgeting and Accounting Act or the Uniform System of Accounting Act,
2. Has filed its financial plan (deficit elimination plan) per the Glenn Steil State Revenue Sharing Act, as applicable,
3. Is not delinquent in making payments that are due on loans issued pursuant to the Emergency Municipal Loan Act, and
4. Does not have a payment due and owing to the state

And thus is eligible to participate in a FDCVT grant funded project;

NOW, THEREFORE, BE IT RESOLVED THAT the City Council (governing body) hereby authorize participation in the FDCVT Application Proposal Title (project title) and on behalf of the City of Example (local unit name) authorizes John Doe, City Manager, (designee) to provide this resolution indicating its approval to the State of Michigan, and to submit and execute documents requested by the State of Michigan relating to the FDCVT requirements.

YEAS: Members: Allen, Jones, Nelson, and Smith

NAYS: Members: None

RESOLUTION DECLARED ADOPTED.

I hereby certify that the foregoing is a true and complete copy of the resolution adopted by the City Council of the City of Example, County of Example, said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being 1976 Public Act 267, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Jane Doe (name)

City of Example, Clerk

City of Example County of Example

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

That the following grant acceptance is approved:

WHEREAS the State of Michigan Department of Treasury has given preliminary notice of its intent to award a Financially Distressed Cities, Villages, and Townships (FDCVT) grant in the amount of up to $100,000 toward reimbursement of expenditures required to implement the Capital City Comeback – Large Capacity Commercial Tax Scanner Project.

WHEREAS the State of Michigan requires each municipality's governing body to adopt a resolution authorizing participation in the proposed project prior to finalizing the award of grants from the State of Michigan's FDCVT grant program.

WHEREAS the City of Lansing acknowledges that it has filed its annual financial report (F65) or audit per the Uniform Budgeting and Account Act or the Uniform System of Accounting Act, has filed its financial plan (deficit elimination plan) per the Glenn Steil State Revenue Sharing Act as applicable, is not delinquent in making payments that are due on loans issued pursuant to the Emergency Municipal Loan Act, and does not have a payment due and owing to the state and thus is eligible to participate in a FDCVT grant funded project.

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council hereby authorize participation in the Capital City Comeback – Large Capacity Commercial Tax Scanner Project and on behalf of the City of Lansing authorizes Jake Brower (Budget Director) to provide this resolution indicating approval to the State of Michigan, and to submit and execute documents requested by the State of Michigan relating to the FDCVT requirements.

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.

CITY of LANSING

INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor

FROM: Stephanie Robinson, Senior Buyer

DATE: July 19, 2021

SUBJECT: Sole Source Purchase – Legal Solutions

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

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

Department: Lansing Police Department

Vendor: Legal Solutions – Blue Line Law Firm

Service Purchased: Consultant for conducting comprehensive community driven independent review of LPD policies and procedures with guidelines of the President's Task Force on 21st Century Policing

Dollar Amount: $ 24,000 from account 7320117502-747000

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

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

slr

CITY of LANSING
INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor
Nicholas Tate, Deputy Mayor

FROM: Stephanie Robinson, CPPB, Senior Buyer

DATE: **May 10, 2021**

SUBJECT: Sole Source – Legal Solutions

The Lansing Police Department requests that Legal Solutions be designated as a Sole Source consultant for conducting a comprehensive community driven independent review and assessment of LPD's policies and procedures consistent with guidelines of the President's Task Force on 21st Century Policing.

Please see the attached letter from Chief Daryl Green regarding the request.

Based on the attached letter we recommend issuing a sole source purchase order to Legal Solutions, in the amount of $ 24,000.00 per the request of the Lansing Police Department.

Attachment

Date: 5/10/2021

Approved X Denied ______

___________ ___________
Andy Schor, Mayor

Andy Schor, Mayor

Lansing Police Department

Chief of Police Daryl Green

120 West Michigan Avenue
Lansing, MI 48933
Phone: (517) 483-4801
Fax: (517) 377-0166

Daryl Green, Chief

TO: Stephanie Robinson
FROM: Daryl Green, Chief of Police
SUBJECT: Sole Source Request – Legal Solutions
DATE: May 6, 2021

The Lansing Police Department (LPD) requests the granting of sole source status to Legal Solutions for the purpose of conducting a comprehensive, community-driven independent review and assessment of LPD's policies and procedures consistent with guidelines of The President's Task Force on 21st Century Policing. Legal Solutions is a police consultants with offices in several states and is licensed and insured. Legal Solutions has practicing lawyers that are Michigan based. The company has background in the 21st Century Policing Taskforce model and the related policies and practices that adhere to that philosophy.

The review and assessment will encompass the following key areas:

- use of force,
- de-escalation,
- body worn cameras,
- bias-free policing,
- accountability and oversight,
- community engagement,
- officer wellness,
- recruitment and retention, and
- arrest management

The cost for the review and the assessment is $24,000. LPD plans to use a portion of its Department of Justice Coronavirus grant to pay for this. The cost is inclusive of all team members, contractors, research, travel, and expenses related to preparation of the assessment.

The estimated timeline for completing the review and assessment is 50-65 days.

Upon conclusion of the review and assessment, Legal Solutions will generate, produce, and present LPD a thorough report. The report will recommend changes that are consistent with the 21st Century Policing Taskforce guidelines.

"Neighborhood Strong"

CITY OF LANSING

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

PURCHASE ORDER	
P.O. NUMBER	P087184
DATE	05/14/21
VENDOR I.D.	V050373
DELIVERY DATE	
FOB	
REQUISITION NO	PR015900

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

TO:
BLUE LINE LAW FIRM PLLC
1645 PALM BEACH LAKES BLVD STE 1200
WEST PALM BEACH, FL 33401

PHONE# FAX#

Page 1 of 1

DELIVER ITEMS TO:

LANSING POLICE - ADMINISTRATIVE SUPPORT
120 W MICHIGAN AVENUE 4TH FLOOR
LANSING, MI 48933

SEND INVOICE TO:

LANSING POLICE - ADMINISTRATIVE SUP
120 W MICHIGAN AVENUE 4TH FLOOR
LANSING, MI 48933

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
001	CONDUCT A COMPREHENSIVE, COMMUNITY-DRIVEN INDEPENDENT REVIEW AND ASSESSMENT OF LPDΓÇÖS POLICIES AND PROCEDURES CONSISTENT WITH GUIDELINES OF THE PRESIDENTΓÇÖS TASK FORCE ON 21ST CENTURY POLICING. THE REVIEW AND ASSESSMENT WILL ENCOMPASS THE FOLLOWING KEY AREAS: ΓÇó USE OF FORCE, ΓÇó DE-ESCALATION, ΓÇó BODY WORN CAMERAS, ΓÇó BIAS-FREE POLICING, ΓÇó ACCOUNTABILITY AND OVERSIGHT, ΓÇó COMMUNITY ENGAGEMENT, ΓÇó OFFICER WELLNESS, ΓÇó RECRUITMENT AND RETENTION, ΓÇó ARREST MANAGEMENT	1	EA	24,000.00	24,000.00
				TAX	0.00
				TOTAL	24,000.00

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:

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

Federal Tax ID: 38-6004628

AUTHORIZED SIGNATURE

Legal Solutions was founded by attorney Kevin Drummond who will be personally involved and leading the review and assessment. Some of Mr. Drummond's qualifications are:

- Juris Doctorate from Florida A&M University
- Bachelor of Science in Criminal Justice from Florida Gulf Coast University
- Master of Public Administration from Florida Gulf Coast University
- Worked as Assistant State Attorney and Crime Trial Attorney under Florida State Attorney Dave Aronberg
- Served as Compliance Review trooper Investigator at Florida Highway Patrol
- Worked at the Palm Beach Shores Police Department in various roles including
    - Police Officer,
    - Accreditation Manager, and
    - Legal Advisor
- Police Legal Instructor at Palm Beach State College
- Bar Admissions in Florida, Minnesota, District of Columbia, North Dakota, Immigration Courts and Veteran Affairs.

In conclusion, LPD is seeking the services of Legal Solutions at a total cost of $24,000 for the purpose of conducting a comprehensive, community-driven independent review and assessment of LPD's policies and procedures consistent with guidelines of The President's Task Force On 21st Century Policing.

Thank you for your assistance with this matter.

Daryl Green, Chief of Police

LEGAL SOLUTIONS
PROPOSAL FOR DEPARTMENTAL REVIEW

Prepared for Chief D. Green, Lansing Police Department

OVERVIEW:
Legal Solutions is pleased to submit this proposal for services to support the Lansing Police Department in achieving it goals in focusing on racial justice and equity through a comprehensive, community-driven independent review of its departmental policies and procedures consistent with the 21st Century Task Force guidelines. We believe given current national efforts of Police Reform, this is the first step to combat injustice.

OBJECTIVE:
While adhering to 21st Century Task Force guidelines, the comprehensive independent review shall encompass following key areas: use of force & de-escalation, body-worn cameras, bias-free policing, accountability & oversight, community engagement, officer wellness, recruitment & retention, and arrest management.

OUR PROPOSAL:
To provide a full and complete assessment focusing on the issues and conflicts that arises in first responders environments and ensure that agencies are well equipped with the training and knowledge to adapt to the situation effective as they arise. This assessment will include an inquiry into the Departments implicit bias impact training currently in use and may recommended alternative if necessary.

The main concerns and focus points shall be to include but not limited to:

- **Use of Force & De-escalation**

Attorney Kevin Drummond and the consulting team will apply its currently updated knowledge of creating similar policies and examine where Lansing PD may be having issues. Further examination will look to see where the issues/ problems reside and how to best implement a different approach.

- **Body-worn Cameras**

Attorney Kevin Drummond and the consulting team will examine the current policy and use of body cameras as compared the national standard and recommend areas of improvement.

- **Bias-Free Policing**

Attorney Kevin Drummond and the consulting team will examine the current policy on Bias-free Policing and compare it to different agencies to examine where Lansing PD can improve. An emphasis will be placed on ensuring that policy is in line with recent local and national issues.

- **Accountability & Oversight**

Attorney Kevin Drummond and the consulting team will examine the current policy dealing with oversight that will include internal affairs to access where Lansing PD can improve or an alternative in addressing issues that are perceived. Communications will be with the public and surrounding organizations to ensure that it is transparent.

- **Community Engagement**

Attorney Kevin Drummond and the consulting team will examine the current policy dealing with the engagement of the agency with the community. The effectiveness will be reviewed and any recommendations for improvement will be provided.

- **Officer Wellness**

Attorney Kevin Drummond and the consulting team will examine the current policy pertaining to Officer Wellness. We will contact/ communicate with organizations that deal with Officer suicide and wellness to ensure that we can identify and reduce the stress that Lansing PD Officers may incur while employed.

- **Recruitment & Retention**

Attorney Kevin Drummond and the consulting team will examine the current policy and practice used for the retention and recruitment of Lansing PD Officers. Assessment will include an interview with current and former police officers (if possible) to assess where improvements can be made.

- **Arrest Management**

Attorney Kevin Drummond and the consulting team will examine the current policy in use by the Lansing PD and evaluate its effectiveness. The assessment will include the process from a roadside arrest to the booking and retaining of persons until bond or arraignment and release.

TIMELINE FOR EXECUTION:

We would be request to start as soon as possible. Due to the current COVID-19 environment, certain people and precautions must be taken before commencing. Certain agencies such as Michigan State Police require advanced notice to participate and assist in guidance or recommendations. Estimated timeline would be 50-65 days for completion if no delays (holidays, unavailability for interviews, etc.).

COSTS: $24,000.00

The cost is inclusive of all the team members, contractors, research, and cost of travel and expenses related to preparation of the assessment. Creation of various contact methods will be utilized for communication to ensure that all input is received.

CONCLUSION:

Once all assessments are concluded, a report will be generated, produced and presented the Chief of Police for presentation along with those request by him. The report shall recommend changes that are consistent with the 21st Century Policing Taskforce guidelines. Concerns will be addressed. The report shall be focused on mainly the issues of concerns.

We look forward to working with Lansing Police Department along with any additional first responder agencies in supporting your efforts to improve your relationship with the community and injunction with compliance with the Executive Directive from the Mayor's Office. We are confident that we can meet the challenges ahead.

If you have questions on this proposal, feel free to contact me at your convenience by email at Kevin@tbllf.com or by phone at 888-611-9511. We will be in touch with you to address any additional concerns you may have.

Thank you for your consideration,

Kevin Drummond

CITY OF LANSING, MICHIGAN

ORDINANCE NO. 1218

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN TO AMEND SECTION 206.05 OF THE CITY OF LANSING CODIFIED ORDINANCES TO PROVIDE FOR SOLE SOURCE PROCUREMENT OF SUPPLIES, SERVICES, OR CONSTRUCTION ITEMS AND SETTING THE CRITERIA FOR SUCH PROCUREMENT

THE CITY OF LANSING ORDAINS:

SECTION ONE: Section 206.05 of Part 2, Title 2, Chapter 206 of the City of Lansing Codified Ordinances is amended to read as follows:

206.05. - Sole source procurement.

(A) A contract for supplies, services or construction items may be awarded by the Mayor or Director, whoever is applicable, without competitive sealed bids when the Director, HAVING PERFORMED A WRITTEN ANALYSIS WITH FINDINGS PURSUANT TO THIS SECTION, determines, after conducting a good faith review of available sources AND APPLYING THE CRITERIA SET FORTH IN Section 206.05 (C), that there is only one source for supplying the requested supply, service or construction item AND NO OTHER REASONABLE ALTERNATIVE SOURCE EXISTS. The Director, along with a representative from the requesting using agency, shall conduct negotiations as appropriate. The written documentation shall be available for public inspection in the Finance Department.

(B) The sole source procurement shall be made at the lowest obtainable price and the Mayor OR DIRECTOR shall submit a WRITTEN report, INCLUDING THE ANALYSIS AND FINDINGS REQUIRED IN SECTION 206.05, WITHIN THIRTY DAYS FROM THE DATE the transaction is CONSUMMATED, to the City Clerk and CITY Council identifying sole source procurement contracts equal to or in excess of $15,000.00 awarded by the City, the name of the firm(S) involved, and the prices the contracts were awarded for.

(C) THE CRITERIA TO BE FOLLOWED BY THE DIRECTOR IN DETERMINING THAT THERE IS ONLY ONE SOURCE FOR SUPPLYING THE REQUESTED SUPPLY, SERVICE, OR CONSTRUCTION ITEM ARE:

(1) SPECIAL FEATURES ARE REQUIRED; OR

(2) SPECIAL MARKET CONDITIONS EXIST; OR

(3) SPECIAL SERVICES OR FACILITIES ARE REQUIRED; OR

(4) THE SOURCE IS UNIQUE OR SPECIAL IN NATURE; OR

(5) THE SOURCE IS LIMITED OR PROPRIETARY; OR

(6) SALES TERRITORIES OR PRODUCT AVAILABILITY WITHIN LIMITED GEOGRAPHICAL BOUNDARIES REQUIRE SOLE SOURCE PROCUREMENT; OR

(7) WHERE STANDARDIZATION OR COMPATIBILITY IS THE OVERRIDING CONSIDERATION AND SUCH COMPATABILITY OR STANDARDIZATION CAN ONLY BE ACHIEVED THROUGH THE PURCHASE OR USE OF A UNIQUE PRODUCT; OR

(8) WHERE A PRODUCT OR SERVICE IS SPECIFICALLY IDENTIFIED AS PART OF A GRANT AWARD.

(D) THIS SECTION IS SUBJECT TO SECTION 206.17., UNAUTHORIZED PURCHASES.

SECTION 2. All ordinances, resolutions or rules, parts of ordinances, resolutions or rules, inconsistent with the provisions hereof are hereby repealed in their entirety and shall be void and of no effect.

SECTION 3. Should any section, clause or phrase of this Ordinance be declared to be invalid, the same shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part declared to be invalid.

SECTION 4. This Ordinance shall take effect on the 30^{th} day after enactment unless given immediate effect by the City Council.

Chris Swope

Chris Swope, CMMC/MMC
Lansing City Clerk

I hereby certify that the foregoing is true and is a complete copy of the action adopted by the Lansing City Council.