AGENDA

Committee on Ways and Means
AGENDA FOR SEPTEMBER 10, 2021 AT 3:15 PM

Lansing City Hall
124 W. Michigan Avenue, 1st Floor Lobby
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 20, 2021
4. **Public Comment on Agenda Items (Up to 3 Minutes)**
5. **Discussion/Action:**
   B. RESOLUTION - Grant Acceptance; US Department of Housing and Urban Development Continuum of Care
   C. RESOLUTION - Grant Acceptance; STOP Violence Against Women Grant - 2022
   D. PLACE ON FILE - Sole Source Purchase; Lansing Police Department request to use All City Management Services as the vendor for School Crossing Guard Services
6. **Other**
   E. Budget Priorities for 2022/2023
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
Friday, August 20, 2021 @ 3:15 p.m.
Lansing City Council Conference Room

CALL TO ORDER
The meeting was called to order at 3:15 p.m.

PRESENT
Council Member Carol Wood, Chair
Council Member, Adam Hussain, Vice Chair
Council Member Peter Spadafore, Member

OTHERS PRESENT
Renee Richmond, Council Administrative Assistant
Jim Smiertka, OCA
Lisa Hagen, OCA
Joe Abood, OCA
Eric Brewer, Internal Auditor
Jake Brower, Budget Director
Ellery Sosebee, Chief of Police
Desiree Kirkland, City Treasurer

Minutes
MOTION BY COUNCIL MEMBER HUSSAIN TO APPROVE THE MINUTES FROM AUGUST 9, 2021 WITH AMENDMENTS TO FIRST ACTION ITEM, IN SECTIONS (4) & (5) TO CHANGE 'MICKEY 23' TO 'MIKEY 23' AND CHANGE "MEMBERS PRESENT VIA AUDIO/VIDEO" TO "PRESENT". MOTION CARRIED 3-0.

Public Comment
No public comment at this time.

Discussion/Action:
RESOLUTION – Fee Reduction; Non-sufficient Funds (NSF) Check Fee
Jake Brower stated the NSF fee has not been updated in some time and taking into account the actual cost with the budget and communication with the Treasure Dept. it was decided to decrease from $50 to $25. Desiree Kirkland added that some places are charging $25-$50 and that is a lot, we wanted to gradually get people ready and maybe increase next year to $30. Council Member Hussain asked what the fee is from the bank and Ms. Kirkland stated from Comerica it is $15 for NSF and that has not been adjusted. Council Member Spadafore asked if it's going to gradually increase why $25 and Ms. Kirkland responded her department already receives many

complaints at $25 and we want to make sure to notify the public. Mr. Brower also said we are always looking at our relationship with the bank and improving on what we have. Council Member Wood ask if the department was looking at repeat offenders where they know they are sending a check before the money is in the bank. Ms. Kirkland indicated they do keep track and put notes in the tax files, they have not seen it yet for repeat offenders but they have people that will write checks from Canada or use Canadian money and they keep notes in the system. Eric Brewer indicated that he reviewed and the average fee is $25-$37 so the $15 from the bank is pretty good.

MOTION BY COUNCIL MEMBER HUSSAIN TO APPROVE THE RESOLUTION FOR FEE REDUCTION; NON-SUFFICIENT FUNDS (NSF) CHECK FEES. MOTION CARRIED 3-0.

<u>RESOLUTION – Grant Acceptance; Financially Distressed Cities, Villages and Townships (FDCVT) Grant</u>

Jake Brower stated this grant is provided by Michigan Department of Treasury for a distressed city/town which have to meet at least one criteria, they applied for numerous projects and on a large capacity tax scanner. With the acceptance of this we can submit to the Department of Treasury by a certain date. Ms. Kirkland said currently income tax has an outside vendor which is Chase and they did between 125,000-150,000 last year and if the City can bring the service back in house even with hiring temporary help they can save money. She continued that to do this they need the large capacity scanner so the grant is to cover hardware cost and a whole unit which in the long term will be a big savings to the City. Council Member Spadafore asked if it was a special scanner and Ms. Kirkland confirmed and that it does a large volume in a short amount of time. Ms. Kirkland stated that Grand Rapids uses this as well and they are not with Chase, this allows the City of Lansing to pull back from Chase and have more control. Council Member Wood asked about security and interface with IT as there have been a number of times the City purchases software and told they have to something additional and then it doesn't interface with IT and asked what research has been done. Ms. Kirkland indicated that IT has been involved since the beginning and have spoken with people from Grand Rapids and it's been working. Council Member Wood then asked about the ability to download onto the scanner with a thumb drive and the security, Ms. Kirkland stated it would not have that capability for thumb or flash drives. Council Member Hussain commented that this would be seasonal and if we can keep it in house and realize the savings it would better the City. Eric Brewer asked Ms. Kirkland that the total prices is $170,000 but that doesn't include hiring temporary help or implementation phase and if she knew how long Grand Rapids has been using theirs. Ms. Kirkland mentioned she did not and they have a meeting set up in September. Mr. Brewer also commented that in the beginner cost could be higher if implementation problems arise and getting to know the scanner. Ms. Kirkland concluded that is why they are starting now so they can get things rolling in January and get timelines in place.

MOTION BY COUNCIL MEMBER SPADAFORE TO APPROVE THE RESOLUTION FOR THE GRANT ACCEPTANCE; FINANCIALLY DISTRESSED CITIES, VILLAGES AND TOWNSHIPS (FDCVT) GRANT. MOTION CARRIED 3-0.

<u>PLACE ON FILE – Sole Source Purchase Notification; Legal Solutions – Blue Line Law Firm for the Lansing Police Department (LPD) to provide consultation for conduction independent review of LPD policies and procedures with the guidelines of President Obama Task Force on 21st Century Policing</u>

Chief Sosebee informed the Committee this request was developed by Chief Green and his researched showed two consulting companies that do this type of reporting one is 21CP Solutions and the other is this one (Blue Line Law Firm) for review and assessments. Council Member

Wood indicated that the date of the request is May 6th and asked if any of this process has already started. Chief Sosebee confirmed yes and that he believed it was completed and a report is forthcoming but Mr. Drummond has asked for an extension because of some timing issues.

MOTION BY COUNCIL MEMBER SPADAFORE TO PLACE ON FILE THE SOLE SOURCE PURCHASE NOTIFICATION; LEGAL SOLUTIONS – BLUE LINE LAW FIRM FOR THE LANSING POLICE DEPARTMENT (LPD) TO PROVIDE CONSULTATION FOR CONDUCTION INDEPENDENT REVIEW OF LPD POLICIES AND PROCEDURES WITH THE GUIDELINES OF PRESIDENT OBAMA TASK FORCE ON 21ST CENTURY POLICING. MOTION CARRIED 3-0.

OTHER
Council Member Wood wanted to just remind the Committee that they are going to be discussing the budget again. Mr. Smiertka said that he was asked by some trustees on behalf of retirees if they are mentioned and that yes it is in the priorities. Council Member Wood also confirmed she informed some retirees of this as well.

ADJOURN
Adjourned at 3:34 p.m.
Submitted by,
Renee Richmond, Council Administrative Assistant
Lansing City Council
Approved by the Committee __________________________

LANSING CITY COUNCIL

GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE: 8/9/2021

GRANT NAME: Department of Housing and Urban Development (HUD)

DEPARTMENT: HRCS

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Director Kim Coleman 483-4482

APPLICATION DATE: Renewals AWARD DATE: various dates (see attached)

FUND AMOUNT: $ 2,877,052

CITY MATCH (IF APPLICABLE): in-kind $31,106.5

GRANT CYCLE: One year cycles starting at various dates (see attached) Check One: Annual ☑ One-Time ☐

GRANT PAYS FOR: The City of Lansing is the designated collaborative applicant for US HUD CoC funds. The CoC HUD grants are used to prevent homelessness for eligible individuals and families. The grant programs also provide case management or other services to promote self-sufficiency.

GOODS & SERVICES see above

PERSONNEL N/A

CONSTRUCTION N/A

LAND N/A

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

* See Attached

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

OFFICE OF ASSISTANT SECRETARY
FOR COMMUNITY PLANNING AND DEVELOPMENT

January 21, 2021

Mayor Andy Schor
Mayor
City of Lansing
124 W. Michigan Avenue
4th Floor
Lansing, MI 48933

Dear Mayor Schor:

Congratulations! I am delighted to inform you of the funding for your project(s) under Fiscal Year (FY) 2020 Continuum of Care (CoC) Program Non-Competitive Notice for a total of $2,877,052.

The CoC Program is an important part of HUD's mission. CoCs around the country will continue to improve the lives of men, women, and children through their local planning efforts and through the direct housing and service programs funded under the FY 2020 CoC Program Competition. Projects like those of your organization, funded through the CoC program, continue to demonstrate their value by improving accountability and performance every year.

The enclosure provides details about your organization's award(s) including: the name(s) of the individual project(s); the project number(s); and the specific amount(s) of the obligation(s) for each project. HUD field office staff will notify you when they are available to process grant aggreements; once all conditions are satisified and the grant agrement is executed, your organization can expend funds.

HUD commends your organization's work and encourages it to continue to strive for excellence in the fight to end homelessness.

Sincerely,

James Arthur Jemison II
Principal Deputy Assistant Secretary
for Community Planning and Development

MI0194L5F082013
HMIS 1
$40,121

MI0195L5F082013
Shelter Plus Care
$337,764

MI0196L5F082013
Permanent Supportive Housing 2
$764,711

MI0199L5F082013
Permanent Housing for Families
$74,559

MI0376L5F082009
Permanent Supportive Housing Bonus Program
$188,379

MI0409L5F082007
Ingham County - PSH 1+2
$270,488

MI0417L5F082007
Ending Family Homelessness through Rapid Rehousing
$271,781

MI0483L5F082005
Hope Housing Expansion
$264,502

MI0581L5F082003
Fresh Start RRH
$65,208

MI0582L5F082003
Rapid Rehousing for Youth
$178,429

MI0619L5F082002
Transitions + RRH
$147,860

MI0654D5F082001
DV RRH
$190,037

MI0681L5F082000
MI-508 CoC Planning Project Application 2020
$83,213

Total Amount: **$2,877,052**

AGENCY NAME	ACCOUNT NUMBERS	Project #	Account Description	CoL FY 2021-2022 HUD CoC GRANTS (2020 NOFA Awards)	Start Date	End Date	TOTAL Gr AMT	Budget AMT	BUDGET DETAILS
Advent House/	273.673710.961744		Supp Svs	MI0581L5F082003	9/1/2020	8/31/2021	$65,208	$12,733	Supp Svs
Fresh Start RRH	273.673710.961748		Rental Asst					$48,456	Rental Assistance
	273.673710.961600		Admin					$2,010	Agency Admin
	273.673710.741600		Admin City					$2,009	City Admin
Advent House/	273.673710.961744		Supp Svs	MI0199L5F082013	6/1/2021	5/31/2022	$74,559	$21,605	Supp Svs
PSH for Families	273.673710.961748		Rental Assistance					$49,920	Rental Assistance
	273.673710.961600		Admin					$1,517	Agency Admin
	273.673710.741600		Admin City					$1,517	City Admin
Advent House/ Hope	273.673710.961744		Supp Svs	MI0483L5F082005	9/1/2021	8/31/2022	$264,502	$68,279	Supp Svs
Housing	273.673710.961748		Rental Asst					$179,976	Rental Assistance
	273.673710.961600		Admin					$8,124	Agency Admin
	273.673710.741600		Admin City					$8,123	City Admin
CFC Gateway/Rapid	273.673710.961744		Supp Svs	MI0582L5F082003	9/1/2020	8/31/2021	$178,429	$79,730	Supp Svs
Rehousing for Youth	273.673710.961748		Rental Asst					$88,032	Rental Assistance
	273.673710.961600		Admin					$5,334	Agency Admin
	273.673710.741600		Admin City					$5,333	City Admin
Holy Cross/Ending Family	273.673710.961744		Supp Svs	MI0417L5F082007	9/1/2020	8/31/2021	$271,781	$52,189	Supp Svs
Homelessness	273.673710.961748		Rental Asst					$202,632	Rental Assistance
Through Rapid Rehousing	273.673710.961600		Admin					$8,480	Agency Admin
	273.673710.741600		Admin City					$8,480	City Admin
Holy Cross/Transitions + RRH	273.673710.961744		Supp Svs	MI0619L5F082002	7/1/2020	6/30/2021	$147,860	$100,371	Supp Svs
	273.673710.961745		Leasing					$7,200	Leasing
	273.673710.961748		Rental Assistance					$26,640	Rental Assistance
	273.673710.961741		Operating					$4,083	Operating
	273.000000.961600		Admin					$4,783	Agency Admin
	273.673710.741600		Admin City					$4,783	City Admin
Holy Cross/PSH Bonus	273.673710.961744		Supp Svs	MI0376L5F082009	7/1/2020	6/30/2021	$188,379	$27,743	Supp Svs
	273.673710.961748		Rental Asst					$150,960	Rental Assistance
	273.673710.961600		Admin					$4,838	Agency Admin
	273.673710.741600		Admin City					$4,838	City Admin
Holy Cross/ICPSH 1+2	273.673710.961744		Supportive Services	MI0409L5F082007	9/1/2020	8/30/2021	$270,488	$26,750	Supp Svs
	273.673710.961745		Leasing					$222,689	Leasing
	273.673710.961741		Operating					$3,269	Operating
	273.673710.961600		Admin					$8,890	Agency Admin

	273.673710.741600		Admin City					$8,890	City Admin	
EVE/DV RRH	273.673710.961744		Supp Svs	MI0654D5F082001	TBD	TBD	$190,037	$40,214	Supp Svs	
	273.673710.961748		Rental Asst					$137,028	Rental Assistance	
	273.673710.961600		Admin					$6,398	Agency Admin	
	273.673710.741600		Admin City					$6,397	City Admin	
HMIS I -City	273.673710.961744		Supportive Services	MI0194L5F082013	11/1/2020	10/31/2021	$40,121	$39,334	HMIS	
	273.673710.741600		Admin City					$787	City Admin	10,303.25 Match
LHC/PSH 2	273.673710.961744		Supp Svs	MIO196L5F082013	1/1/2021	12/31/2021	$764,711	$106,417	Supp Svs	
	273.673710.961748		Rental Asst					$625,656	Rental Assistance	
	273.673710.961600		Admin					$16,319	Agency Admin	
	273.673710.741600		Admin City					$16,319	City Admin	
LHC/S+C Program	273.673710.961748		Rental Asst	MI0195L5F082013	5/1/2020	4/30/2021	$337,764	$319,680	Rental Assistance	
	273.673710.961600		Admin					$9,042	Agency Admin	
	273.673710.741600		Admin City					$9,042	City Admin	
PLANNING-City	273.673710.961744		Planning Admin	MI0653L5F081900	7/1/2020	6/30/2021	$83,213	$83,213	Planning/Admin	20,803.25 Match
						TOTAL	$2,877,052			31,106.5 Total

RESOLUTION #2021-###
BY THE COMMITTEE OF THE WHOLE
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the Department of Human Relations and Community Services (HRCS) as the Collaborative Applicant for the Continuum of Care for the Lansing, East Lansing, Ingham County area, will be receiving grants from the U.S. Department of Housing and Urban Development (HUD) under the 2020 Continuum of Care Homeless Assistance Programs Notice of Funding Availability (NOFA) application; and

WHEREAS, these renewal grants will help fund programs for at least the following sub recipient agencies: Advent House Ministries, Child and Family Charities - Gateway Division (Youth), Lansing Housing Commission, Holy Cross Services, Ending Violent Encounters, INC. (DV), and the HRCS Department (HMIS and Planning funds), for a one-year period to support existing Continuum of Care initiatives; and

WHEREAS, the HRCS Department is to receive from HUD an amount up to $$2,877,052; and

WHEREAS, each sub recipient agency shall be responsible for securing the required cash or in-kind match requirements stipulated by HUD in receiving said grants, while HRCS will continue to be responsible for securing a 25% cash and/or in-kind match for the HMIS and Planning grants up to a total of $31,106.50;

NOW, THEREFORE, BE IT RESOLVED the City of Lansing, Michigan, accepts the terms of the grant application as stipulated by HUD and the City of Lansing does hereby specifically agree, but not by way of limitation, as follows:

1. That the administration is authorized to create appropriate accounts and transfer necessary funds to administer and monitor the grants and to appropriate such additional funds as shall be necessary to complete the project subject to the City Council transfer policies.

2. To maintain satisfactory financial accounts, documents, and records to make them available to HUD for auditing at reasonable times.

3. To implement the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreements.

4. To authorize the Mayor of the City of Lansing to be the local authorized representative to sign documents in behalf of the City of Lansing.

5. To comply with any and all terms of said HUD agreements, including all terms not specifically set forth in the foregoing portion of this resolution.

LANSING CITY COUNCIL

GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE: 8/23/2021

GRANT NAME: STOP Violence Against Women 2022

DEPARTMENT: Police

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

APPLIICATION DATE: July 2021 AWARD DATE: July 30, 2021

GRANT CYCLE: 10/1/2021 – 9/30/2022 Check One: ___Annual _✓_One-Time

FUND AMOUNT: $179,906.00 (Breakdown below should total this amount)

GOODS & SERVICES	$0.00
PERSONNEL	$179,906
CONSTRUCTION	$0.00
LAND	$0.00
OTHER (Training)	

CITY MATCH (IF APPLICABLE): $44,977 (this represents 25% of the $179,906 fund amount)

GRANT PAYS FOR: Salary and fringes of one LPD Detective and one crime analyst contract employee

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

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. Allowable uses are salaries and fringe benefits. LPD plans to utilize the grant funds to fund two (2) positions – 1) a detective dedicated to investigating crimes related to domestic violence and stalking, and 2) a crime analyst contract employee to support the investigations conducted by the grant detective.

From: Backus, Robert
Sent: Friday, July 30, 2021 3:49 PM
To: Sosebee, Ellery
Cc: Frazier, Beth; McClure, Joe
Subject: Fwd: [EXTERNAL] MDHHS Agreement Proposal Status - STOPL-2022 STOP Violence Against Women Grant - 2022

All,

Our funding request was renewed. I will accept this. Joe, do you have the information to prepare the resolution? I believe renewed funding still goes to Council.

Sent from my iPhone

Begin forwarded message:

> **From:** noreply@egrams-mi.net
> **Date:** July 30, 2021 at 3:39:06 PM EDT
> **To:** "Backus, Robert" <Robert.Backus@lansingmi.gov>
> **Subject: [EXTERNAL] MDHHS Agreement Proposal Status - STOPL-2022 STOP Violence Against Women Grant - 2022**
> **Reply-To:** henslerj1@michigan.gov
>
> Dear Robert Backus:
>
> Your proposal for STOPL-2022 - STOP Violence Against Women Grant - 2022 with the Michigan Department of Health and Human Services (MDHHS) has been approved. Congratulations on your grant award.
>
> **Next Steps**
>
> To accept and electronically sign your agreement in EGrAMS, please do the following:
>
> 1. Access EGrAMS by using the URL: https://egrams-mi.com/MDHHS/.
> 2. Before you login, click the "About EGrAMS" link in the navigation bar to access the "Grantee: Standard Agreement Instructions" material and download the PDF.
> 3. Have the **Authorized Official** login to EGrAMS using the URL: https://egrams-mi.com/mdhhs/.
> 4. Find the agreement by using the drop down menus at the top of your screen. Navigate to Level 1: Grantee, Level 2: Project Director, Level 3: Application Status, and click the green "Go" button.
> 5. Select the STOPL-2022 - STOP Violence Against Women Grant - 2022 program and click the "Find" button.
> 6. View the agreement by clicking the "View Contract" button.
> 7. Accept the agreement by clicking the "Sign Contract" button to electronically sign the agreement.

If you have questions on how to sign your agreement, please contact a Grants Section Help Desk:

MI E-Grants Help Desk
MDHHS-EGRAMS-HELP@michigan.gov
517-335-3359

Thank you for your cooperation and support.

Sincerely,

Laura A. Geist

Grants Section Manager

Michigan Department of Health and Human Services

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 - 2022
Part 1

1. Period of Agreement:

This Agreement will commence on the date of the Grantee's signature or October 1, 2021, whichever is later, and continue through September 30, 2022. No activity will be performed and no costs to the state will be incurred prior to October 1, 2021 or the effective date of the Agreement, whichever is later. Throughout the Agreement, the date of the Grantee's signature or October 1, 2021, 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 $179,906.00. Under the terms of this Agreement, the Department will provide funding not to exceed $134,929.00. 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:
X Subrecipient relationship (federal funding); or
Recipient (non-federal funding).

The Agreement is designated as:
Research and development project; or
X Not a research and development project.

B. Equipment Purchases and Title

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

C. Deviation Allowance

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

3. Purpose:

The focus of the program is 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 as described in Part 2, which are part of this Agreement.

8. **Administration of the Agreement:**

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

Patsy Baker Manager (517) 335-3705
bakerp2@michigan.gov

Name	Title	Telephone No.	Email Address

9. **Grantee's Financial Contact for the Agreement:**

The financial contact acting on behalf of the Grantee for this Agreement is:

Joe McClure	Financial Officer
Name	Title
joe.mcclure@lansingmi.gov	(517) 483-4808
E-Mail Address	Telephone No.

10. **Special Conditions:**

A. This Agreement is valid upon approval and execution by the Department which may be contingent upon approval by the State Administrative Board and signature by the Grantee.

B. This Agreement is conditionally approved subject to and contingent upon the availability of funds.

C. 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

Ellery Sosebee Administrator

Name Title Date

For the Michigan Department of Health and Human Services

Jeanette Hensler 07/30/2021

Jeanette Hensler, Grants Division Director Date
Bureau of Grants and Purchasing

Part 2
General Provisions

I. Responsibilities - Grantee

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

A. Publication Rights

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

B. **Fees**

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

C. **Grant Program Operation**

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

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

D. **Reporting**

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

E. **Record Maintenance/Retention**

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

F. **Authorized Access**

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

duly authorized representatives, to records, papers, files, documentation and personnel related to this Agreement, to the extent authorized by applicable state or federal law, rule or regulation.

2. Acknowledge the rights of access in this section are not limited to the required retention period. The rights of access will last as long as the records are retained.

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

G. Audits

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

1. Required Audit or Audit Exemption Notice

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

   a. Single Audit

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

The required audit and any other required submissions (i.e., corrective action plan, and management letter with a corrective action plan), and/or Audit Exemption Notice must be submitted to the Department within nine months of the end of the Grantee's fiscal year by e-mail to MDHHS-AuditReports@michigan.gov. Single Audit reports must be submitted simultaneously to the Department and Federal Audit Clearinghouse, in accordance with 2 CFR 200.512(a). 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 200.332.
   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 200.332(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 200.332(d) are met including reviewing financial and programmatic reports, following up on corrective actions and issuing management decisions for audit findings.
   e. Verify that every subrecipient is audited as required by 2 CFR 200 Subpart F.
2. Develop a subrecipient monitoring plan that addresses the above requirements and provides reasonable assurance that the subrecipient administers federal awards in compliance with laws, regulations and the provisions of this Agreement, and that performance goals are achieved. The subrecipient monitoring plan should include a risk-based assessment to determine the level of oversight and monitoring activities, such as reviewing financial and performance reports, performing site visits and maintaining regular contact with subrecipients.
3. Establish requirements to ensure compliance for for-profit subrecipients as required by 2 CFR 200.501(h), as applicable.
4. Ensure that transactions with subrecipients/contractors comply with laws, regulations and provisions of contracts or grant agreements in compliance with 2 CFR 200.501(h), as applicable.

I. **Notification of Modifications**

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

J. **Software Compliance**

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

K. **Human Subjects**

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

L. **Mandatory Disclosures**

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

adversely affect Grantee's viability or financial stability; or

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

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

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

M. Statement of Work Progress Reports

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

N. Conflict of Interest and Code of Conduct Standards

1. Be subject to the provisions of 1968 PA 317, as amended, 1973 PA 196, as amended, and 2 CFR 200.318 (c)(1) and (2).
2. Uphold high ethical standards and be prohibited from the following:
   a. Holding or acquiring an interest that would conflict with this Agreement;
   b. Doing anything that creates an appearance of impropriety with respect to the award or performance of this Agreement;
   c. Attempting to influence or appearing to influence any state employee by the direct or indirect offer of anything of value; or
   d. Paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of this Agreement.
3. Immediately notify the Department of any violation or potential violation of these standards. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subcontractor that performs activities in connection with this Agreement.

O. Travel Costs

1. Be reimbursed for travel cost (including mileage, meals, and lodging) budgeted and incurred related to activities provided under this Agreement.
   a. If the Grantee has a documented policy related to travel reimbursement for employees and if the Grantee follows that documented policy, the Department will reimburse the Grantee for travel costs at the Grantee's documented reimbursement rate for employees. Otherwise, the state of Michigan travel reimbursement rate applies.

b. State of Michigan travel rates may be found at the following website: http://www.michigan.gov/dtmb/0,5552,7-358-82548_13132---,00.html.

c. 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 20 10 12 19 and CG 20 37 12 19.

      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: https://www.michigan.gov/mdhhs/0,5885,7-339-73971_7119_50648_48330-180331--,00.html

3. Require each new employee, employee, subcontractor, subcontractor employee, or volunteer who, under this Agreement, works directly with clients or who has access to client information to notify the Grantee in writing of criminal convictions (felony or misdemeanor), pending felony charges, or placement on the Central Registry as a perpetrator, at hire or within 10 days of the event after hiring.
4. Determine whether to prohibit any employee, subcontractor, subcontractor employee, or volunteer from performing work directly with clients or accessing client information related to clients under this Agreement, based on the results of a positive ICHAT response or reported criminal felony conviction or perpetrator identification.
5. Determine whether to prohibit any employee, subcontractor, subcontractor employee or volunteer from performing work directly with children under this Agreement, based on the results of a positive CR response or reported perpetrator identification.
6. Require any employee, subcontractor, subcontractor employee or volunteer who may have access to any databases of information maintained by the federal government that contain confidential or personal information, including but not limited to federal tax information, to have a fingerprint background check performed by the Michigan State Police.

II. Responsibilities - Department

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

A. Reimbursement

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

B. Report Forms

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

III. Assurances

The following assurances are hereby given to the Department:

A. Compliance with Applicable Laws

The Grantee will comply with applicable federal and state laws, guidelines, rules and regulations in carrying out the terms of this Agreement. The Grantee will also comply with all applicable general administrative requirements, such as 2 CFR 200, covering cost principles, grant/agreement principles and audits, in carrying out the terms of this Agreement. The Grantee will comply with all applicable requirements in the original grant awarded to the Department if the Grantee is a subgrantee. The Department may determine that the Grantee has not complied with applicable federal or state laws, guidelines, rules and regulations in carrying out the terms of this Agreement and may then terminate this Agreement under Part 2, Section V.

B. Anti-Lobbying Act

The Grantee will comply with the Anti-Lobbying Act (31 U.S.C. 1352) as revised by the Lobbying Disclosure Act of 1995 (2 U.S.C. 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 (P.L. 88-352) which prohibits discrimination based on race, color or national origin;
   b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, 1685-1686), which prohibits discrimination based on sex;
   c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination based on

disabilities;

d. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination based on age;

e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 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 (P.L. 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 U.S.C. 290 dd-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. <u>Debarment and Suspension</u>

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. <u>Federal Requirement: Pro-Children Act</u>

1. The Grantee will comply with the Pro-Children Act of 1994 (P.L. 103-227; 20 U.S.C. 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 P.L. 103-227, any 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. <u>Hatch Act and Intergovernmental Personnel Act</u>

The Grantee will comply with the Hatch Act (5 U.S.C. 1501-1508, 5 U.S.C. 7321-7326), and the Intergovernmental Personnel Act of 1970 (P.L. 91-648) as amended by Title VI of the Civil Service Reform Act of 1978 (P.L. 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 U.S.C. 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 U.S.C. 7401-7671(q)) and the Federal Water Pollution Control Act (33 U.S.C. 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 (P.L. 106-386), as amended.

1. This Agreement and anyone working on this Agreement will be subject to P.L. 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 (P.L. 89-272), as amended.

1. This Agreement and anyone working on this Agreement will be subject to section 6002 of P.L. 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 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 or delivery of any subcontracted product. 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 four 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 or other internet communication platforms or technologies, 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 or other internet communication platforms or technologies 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 of similar meaning, at the time of disclosure by such party;
   b. If disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning;
   c. Should reasonably be recognized as confidential information of the disclosing party;
   d. Is unpublished or not available to the general public; or
   e. Is designated by law as confidential.

3. The term "confidential information" does not include any information or documentation that was:

   a. Subject to disclosure under the Michigan Freedom of Information Act (FOIA);
   b. Already in the possession of the receiving party without an obligation of confidentiality;
   c. Developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights;
   d. Obtained from a source other than the disclosing party without an obligation of confidentiality; or
   e. Publicly available when received or thereafter became publicly available (other than through an unauthorized disclosure by, through or on behalf of, the receiving 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://egrams-mi.com/mdhhs.

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

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

The instructions for completing the FSR form are available on the EGrAMS website http://egrams-mi.com/mdhhs. Send FSR questions to 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 unbilled 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 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. Governmental Grantees with an existing cost allocation plan may budget accordingly in lieu of an indirect cost rate. Non-governmental Grantees may use a cost allocation plan only if the plan was in place prior to December 26, 2014.

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 immediately upon determining the need for such change. The Department has sole discretion to approve or deny the amendment request. 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 because of claims, demands, costs, or judgments arising out of activities, such as but not limited to 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 because 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	134,929.00
			Total Allocation					134,929.00

The federal funding provided by the Department is $134,929.00.

Attachment 1b - APPROVED INDIRECT RATE

APPROVED INDIRECT RATE (S)

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

A Attachment A - Statement of Work

Objective :	• Implement a Focused Deterrence model for Domestic Violence Offenders
Activity :	o Add one (1) investigator position assigned specifically to IPV incidents with an increased responsibly 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 :	10/01/2021 - 09/30/2022
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 :	10/01/2021 - 09/30/2022
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 :	10/01/2021 - 09/30/2022
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

PROGRAM STOP Violence Against Women Grant - 2022			**DATE PREPARED** 7/30/2021
CONTRACTOR NAME Lansing City			**BUDGET PERIOD** From : 10/1/2021 To : 9/30/2022
MAILING ADDRESS (Number and Street) 124 W. Michigan Ave.			**BUDGET AGREEMENT** ☑ Original ☐ Amendment **AMENDMENT #** 0
CITY Lansing	**STATE** MI	**ZIP CODE** 48933-2500	**FEDERAL ID NUMBER** 38-6004628

	Category	Total	Amount	Cash	Inkind
DIRECT EXPENSES					
Program Expenses					
1	Salary & Wages	108,667.00	81,500.00	27,167.00	0.00
2	Fringe Benefits	71,239.00	53,429.00	17,810.00	0.00
3	Occupancy	0.00	0.00	0.00	0.00
4	Communication	0.00	0.00	0.00	0.00
5	Supplies	0.00	0.00	0.00	0.00
6	Equipment	0.00	0.00	0.00	0.00
7	Transportation	0.00	0.00	0.00	0.00
8	Contractual	0.00	0.00	0.00	0.00
9	Subawards – Subrecipient Services	0.00	0.00	0.00	0.00
10	Specific Assistance	0.00	0.00	0.00	0.00
11	Miscellaneous	0.00	0.00	0.00	0.00
Total Program Expenses		179,906.00	134,929.00	44,977.00	0.00
TOTAL DIRECT EXPENSES		179,906.00	134,929.00	44,977.00	0.00
INDIRECT EXPENSES					
Indirect Costs					
1	Indirect Costs	0.00	0.00	0.00	0.00
2	Cost Allocation Plan	0.00	0.00	0.00	0.00
Total Indirect Costs		0.00	0.00	0.00	0.00
TOTAL INDIRECT EXPENSES		0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		**179,906.00**	**134,929.00**	**44,977.00**	**0.00**

SOURCE OF FUNDS

	Category	Total	Amount	Cash	Inkind
1	**Source of Funds**				

	Fees and Collections	0.00	0.00	0.00	0.00
	State Agreement	134,929.00	134,929.00	0.00	0.00
	Local	44,977.00	0.00	44,977.00	0.00
	Federal	0.00	0.00	0.00	0.00
	Other	0.00	0.00	0.00	0.00
	Total Source of Funds	179,906.00	134,929.00	44,977.00	0.00
	Totals	179,906.00	134,929.00	44,977.00	0.00

B2 Attachment B2 - Program Budget - Cost Detail Schedule

	Line Item	Qty	Rate	Units	UOM	Total	Amount	Cash	Inkind
DIRECT EXPENSES									
Program Expenses									
1	**Salary & Wages**								
	Principle Investigator	1870.9600	37.570	0.000	HRS	70,292.00	52,719.00	17,573.00	0.00
	Analyst	1871.0600	20.510	0.000	HRS	38,375.00	28,781.00	9,594.00	0.00
Total for Salary & Wages						108,667.00	81,500.00	27,167.00	0.00
2	**Fringe Benefits**								
	All Composite Rate Notes : Principal Investigator Only	0.0000	97.170	70292.000		68,303.00	51,227.00	17,076.00	0.00
	FICA Notes : Analyst Only	0.0000	7.650	38375.000		2,936.00	2,202.00	734.00	0.00
Total for Fringe Benefits						71,239.00	53,429.00	17,810.00	0.00
3	**Occupancy**								
4	**Communication**								
5	**Supplies**								
6	**Equipment**								
7	**Transportation**								
8	**Contractual**								
9	**Subawards – Subrecipient Services**								
10	**Specific Assistance**								
11	**Miscellaneous**								
Total Program Expenses						179,906.00	134,929.00	44,977.00	0.00
TOTAL DIRECT EXPENSES						179,906.00	134,929.00	44,977.00	0.00
INDIRECT EXPENSES									
Indirect Costs									
1	**Indirect Costs**								
2	**Cost Allocation Plan**								

	Line Item	Qty	Rate	Units	UOM	Total	Amount	Cash	Inkind
Total Indirect Costs						0.00	0.00	0.00	0.00
TOTAL INDIRECT EXPENSES						0.00	0.00	0.00	0.00
TOTAL EXPENDITURES						**179,906.00**	**134,929.00**	**44,977.00**	**0.00**

B3 Attachment B3 - Equipment Inventory Schedule

Attachment B3 - Equipment Inventory Schedule

C Attachment C - Performance Report Requirements

Attachment C - Performance/Progress Report Requirements

E Attachment E - Program Requirements

Attachment E - Program Specific Requirements

RESOLUTION #2021-###

BY THE COMMITTEE ON WAYS AND MEANS

RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, In July, Lansing Police Department (LPD) submitted an application to the State of Michigan Department of Health and Human Services (MDHHS) for a Services-Training-Officers-Prosecutors (STOP) Violence Against Women grant; and

WHEREAS, LPD was informed on July 30, 2021, that it's has been approved to receive grant funding reimbursement of salaries and fringes; and

WHEREAS, the total grant compensation is $179,906, of which $134,929 is grant reimbursement funding, while $44,977 is local match amount; and

WHEREAS, the local match amount is 25% of the total grant amount; and

WHEREAS, LPD plans to utilize the grant funds to fund two (2) positions – 1) a detective dedicated to investigating crimes related to domestic violence and stalking, and 2) a contracted crime analyst to support the investigations conducted by the grant detective; and

WHEREAS, the grant period is October 1, 2021 through September 30, 2022.

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council approves acceptance of the $134,929 grant from of Michigan Department of Health and Human Services; 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.

CITY of LANSING
INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor

FROM: Stephanie Robinson CPPB, Senior Buyer

DATE: August 17, 2021

SUBJECT: Sole Source Purchase – All City Management Services – School Crossing Guard Services

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: All City Management Services
Item Purchased: School Crossing Guard Services
Dollar Amount: $ 300,801.60 (July 1, 2021 thru June 30, 2022)

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

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

sr

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

PURCHASE ORDER

P.O. NUMBER	P087377
DATE	08/13/21
VENDOR I.D.	V009201
DELIVERY DATE	
FOB	
REQUISITION NO	PR016131

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

TO:
ALL CITY MANAGEMENT SERVICES
PO BOX 847436
LOS ANGELES, CA 90084-7436

PHONE# (800) 540-9290 FAX#

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	SCHOOL CROSSING GUARD SERVICES INCLUDES RECRUITING, STAFFING, BACKGROUND VETTING, TRAINING, EQUIPMENT, INSURANCE, SUPERVISIOIN, AND MANAGEMENT	300,801	EA	1.00	300,801.60
				TAX	0.00
				TOTAL	300,801.60

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:

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

Federal Tax ID: 38-6004628

AUTHORIZED SIGNATURE

CITY of LANSING

INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor
Nicholas Tate, Deputy Mayor

FROM: Stephanie Robinson, Senior Buyer

DATE: **August 11, 2021**

SUBJECT: Sole Source – All City Management Services

The Lansing Police Department requests that All City Management Services be designated as a Sole Source vendor for the Staffing, training, and management of City of Lansing's School Crossing Guard Program.

Please see the attached letter from Chief Ellery Sosebee regarding the request.

Based on the attached letter we recommend issuing a sole source purchase order to All City Management Services the amount of $ 300,801.60. This is a one-year contract per the request of the Lansing Police Department.

Attachment

Date: Aug. 12, 2021

Approved X Denied ______

____
Andy Schor, Mayor

LANSING POLICE DEPARTMENT
BUDGET CONTROL AND ACCOUNTING SECTION

120 WEST MICHIGAN AVENUE
LANSING, MI 48933
PHONE: (517) 483-4808
FAX: (517) 377-0166

Andy Schor, Mayor

Ellery Sosebee, Interim Chief

TO: Stephanie Robinson
FROM: Ellery Sosebee, Interim Chief of Police
SUBJECT: Sole Source – All City Management Services
DATE: August 9, 2021

The Lansing Police Department requests the granting of a sole source status to All City Management Services for the staffing, training, and management of the City of Lansing's School Crossing Guard program. All City Management Services (hereafter referred to as ACMS) is the only company that exclusively provides private crossing guard services in partnership with law enforcement.

Current law reads as follows:

> **257.613c School crossing guard; responsibility of local law enforcement agency; instruction required; approval and conduct of courses.**
>
> Sec. 613c.
>
> (1) School crossing guards shall be the responsibility of the local law enforcement agency having immediate jurisdiction of the crossing.
> (2) A person shall receive a minimum of 4 hours instruction before performing the duties of a school crossing guard. Two hours of additional instruction shall be given annually to a school crossing guard before the beginning of each school year. The courses of instruction shall be approved by the department of education and the department of state police and conducted by the local law enforcement agency having jurisdiction or its designee.
>
> **History:** Add. 1978, Act 227, Imd. Eff. June 14, 1978

The ACMS proposal is the most efficient solution for management of the Lansing school district's school crossing zones. ACMS will provide all recruiting, staffing, background vetting, training, equipment, insurance, inspections, supervision, and management of the City of Lansing Crossing Guard Program. LPD has utilized ACMS's services the past six years, and have found not faults with their service.

The proposal is for a one-year contract at the rate of $23.21 per hour, per crossing guard. This is a 5.98% increase from last year's contract. Pricing is based upon 32 crossing sites for 2.0 hours per day for 180 days ($267,379.20) and 2 crossing sites at

"Neighborhood Strong"

LANSING POLICE DEPARTMENT
BUDGET CONTROL AND ACCOUNTING SECTION

120 WEST MICHIGAN AVENUE
LANSING, MI 48933
PHONE: (517) 483-4808
FAX: (517) 377-0166

Andy Schor, Mayor

Ellery Sosebee, Interim Chief

4.0 hours per day for 180 days ($33,422.40). The total contract amount is not to exceed $300,801.60.

Thank you for your assistance with this matter.

Ellery Sosebee, Interim Chief of Police

"Neighborhood Strong"

ACMS

AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the "Agreement") is dated July __, 2021 and is between the CITY OF LANSING (hereinafter called the "City"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a term which commences on or about July 1, 2021 and ends on June 30, 2022 and for such term thereafter as the parties may agree upon.

2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a "Crossing Guard". Contractor will perform criminal background checks and confirm employment eligibility through E-Verify on all prospective personnel. The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City.

3. The City's representative in dealing with the Contractor shall be designated by the City of Lansing.

4. The City shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.

5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.

6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the state in which the Services are to be performed.

7. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the state in which the Services are to be performed pertaining to general pedestrian safety in school crossing areas.

8. Crossing Guard Services (the "Services") shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under City's jurisdiction. The Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.

9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand-held Stop signs and any other safety equipment which may be necessary.

10. The Contractor shall at all times provide workers' compensation insurance covering its employees and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the City a Certificate of Insurance naming the City and its officials, officers and employees as additional insureds. Such insurance shall include commercial general liability with a combined single limit of not less than $1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the City, its officers, agents and interest of the City. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the City.

11. Contractor agrees to defend, indemnify and hold harmless the City, its officers, employees, agents and representatives, from and against any and all actions, claims for damages to persons or property, penalties, obligations or liabilities (each a "Claim" and collectively, the "Claims") that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the sole negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, subcontractors, representatives or invitees.

    a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.

    b) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.

    c) In the event that a court determines that liability for any Claim was caused or contributed to by the negligent act or omission or the willful misconduct of City, liability will be apportioned between Contractor and City based upon the parties' respective degrees of culpability, as determined by the court, and Contractor's duty to indemnify City will be limited accordingly.

    d) Notwithstanding anything to the contrary contained herein, Contractor's indemnification obligation to City for Claims under this Agreement will be limited to the maximum combined aggregate of Contractor's general liability and umbrella insurance policies in the amount of $5,000,000 (Five Million Dollars).

12. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.

13. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the City.

14. The City agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Twenty-three Dollars and Twenty-one Cents **($23.21)** per hour, per Crossing Guard during the term. Based on a minimum of thirty-four (34) sites the Contractor shall bill a minimum of 2.0 hours per day, per Crossing Guard, unless Contractor fails to perform service. Based upon a projected (12,960) hours of service the cost shall not exceed Three Hundred Thousand, Eight Hundred and Two Dollars ($300,802.00) per year.

15. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.

16. Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide City with 60 days-notice of its request to increase pricing. City agrees to review and respond to said notice within 30 days of receipt.

17. The City shall have an option to renew this Agreement. In the event this Agreement is extended beyond the end of the term set forth above, the compensation and terms for the Services shall be established by mutual consent of both parties.

18 This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

19. **Applicable Law.** This Agreement will be governed by the laws of the State of Michigan.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

CITY | **CONTRACTOR**

City of Lansing

By________________________
Signature

Andy Schor Mayor
Print Name and Title

Date 8/7/2021

Approved as to form

for City Attorney

All City Management Services, Inc.

By________________________
D. Farwell, Corporate Secretary

Date 7/13/21

Certification as to availability of funds and account number: 1013221-743000

Controller

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 30th 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.

RESOLUTION #2020-182
BY THE COMMITTEE OF THE WHOLE
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the Charter of the City of Lansing requires the Council to adopt an annual statement of Budget Policies and Priorities serving to guide the Administration in developing and presenting the Fiscal Year 2022/2023 Budget; and

WHEREAS, the City Council established the following Mission;

The City of Lansing's mission is to ensure quality of life by:

I. Promoting a vibrant, safe, healthy and inclusive community that provides opportunity for personal and economic growth for residents, businesses and visitors,
II. Securing short- and long-term financial stability through prudent management of city resources,
III. Providing reliable, efficient and quality services that are responsive to the needs of residents and businesses,
IV. Adopting sustainable practices that protect and enhance our cultural, natural and historical resources,
V. Facilitating regional collaboration and connecting communities; and

WHEREAS, the standing committees of the City Council have met to evaluate the budget and recommend an annual statement of budget policies and priorities to guide the Administration in developing and presenting the Fiscal Year 2022/2023 budget.

NOW, THEREFORE BE IT RESOLVED, that the Lansing City Council has established the following as its Fiscal Year 2022/2023 Budget Policies and Priorities and requests that the Administration review them and encourages that they, to the extent practical, be included in the Administration's budget presented due to the City Council by the fourth Monday in March 2022.

BE IT FURTHER RESOLVED, the Committee of the Whole has established the following priorities:

1. $100,000: (1) FTE focus specifically on housing legal assistance for tenants and homeowners in the City.
2. Fund sidewalk repair by $200,000 for a total of $500,000, with a priority placed on underserved areas.
3. Fund local street repair funding by $1.7 million for a total of $5 million, with a priority placed on underserved areas.
4. Funding for GED prep and passage program.
5. Funding to disseminate information on how to file a Complaint against the police.

a. Printing costs to add text to reverse side of of LDP business cards.

BE IT FURTHER RESOLVED, the Committee on Development and Planning has established the following priorities:

1. $80,000: (1) FTE Financial Empowerment Employee; RE: Focus on Small Business, Minority Businesses; Female Owned Businesses
2. $215,000: Reactivation of the Façade Improvement Grant Program
3. $50,000: Analysis of Facade Improvement Grant Program to include Return on Equity Report on Previous Façade Grants provided to small businesses
4. $40,000: Initiate an RFP for Engagement of Stakeholders and Completion of Community Facilities Plan, including school and county buildings, complete with inventory of assets and goals/objectives for facilities, that will serve as the basis for community facility decisions into the future.
5. End the LEAP subsidy of $500,000 taking those funds to:
   $400,000: (5) FTE Economic Development for Economic Role previously done by LEDC/LEAP
   $50,000: Façade Improvement Grant Program
   $50,000: Analysis of Façade Improvement Grant Program

BE IT FURTHER RESOLVED, the Committee on Equity, Diversity, and Inclusion has established the following priorities:

1. $500,000: (4) FTE Social Workers-(1) FTE Administrative Assistant (LFD)
2. $125,000: (1) FTE Grant Writer (Neighborhood Citizen Engagement OR HRCS); RE: Assist Local Groups and organizations in grant research, grant writing and monitoring.

BE IT FURTHER RESOLVED, the Committee on General Services has established the following priorities:

1. $5,000: Training Modules on Ethics Ordinance and Related Policies, Conflicts of Interest Policies, and the Open Meetings Act, among others, for Boards and Commissions (Dept. OCA)
2. $10,000: Printing Costs to Provide Written Materials to Residents who do not have access to computers, internet or cell phones with document capability

BE IT FURTHER RESOLVED, the Committee on Public Safety has established the following priorities:

1. $11,000: Traffic Speed Wagons (Public Service Department)
2. $10,000: Portable Speed Bumps (Public Service Department)
3. $140,000: Reinstate the LFD apprenticeship/cadet program (Lansing Fire Department)

BE IT FURTHER RESOLVED, the Committee on Ways and Means has established the following priorities:

1. Encourage the Administration to focus in on budget allocations and centralize the fees and costs associated with items such as Information Technology, utilities, etc.
2. Encourage the Chief Strategy Officer to perform an audit report on short and long term resolutions for the current forecast of the City's revenues and expenditures within all departments.

BE IT FURTHER RESOLVED, the City Council would like to continue its commitment, if funding is available, to:

- Maintain and improve the City's infrastructure;
- Preserve and ensure clean, safe, well-maintained housing and neighborhoods;
- Provide comprehensive and affordable recreational programs and youth and family services;
- Explore alternatives for improved efficiency in service and delivery.

BE IT FURTHER RESOLVED, the City Council has accepted the following recommendations from the Board of Public Service:

- Increase general fund support for implementation of the City's Street System Asset Management Plan, with a priority placed on reconstructing and preserving neighborhood streets, especially in those areas of the city which have been historically underserved. We encourage the Department to continue utilizing new and innovative ways to extend the life of our existing streets.
- Maintain and expand funding for sidewalk repairs and right-of-way maintenance and improvement, with a priority placed on underserved areas; this should all be done while keeping safety a priority for Lansing residents and visitors, and meeting or exceeding the compliance with the Americans with Disabilities Act.
- Maintain and expand funding to update and improve the fleet of city vehicles, with specific priority for the Department.
- Establish Lansing as a leader in PFAS regulation, testing, monitoring and enforcement through maintaining and increasing funding for educational and training purposes, and working with relevant federal, state, county and local governments, and non-government organizations.
- Expand opportunities for multi-family residential and business recycling.
- Follow recommendations (to the greatest extent feasible) of the energy audit of all facilities and properties to save on energy and cut costs by replacing wasteful devices with ones that are energy efficient and reduce the carbon footprint of the City of Lansing.