

AGENDA

Committee on Ways and Means AGENDA FOR NOVEMBER 5, 2021 AT 3:30 PM



UPDATED 11/4/2021 2:30 p.m..

Lansing City Hall, City Council Conference Room
124 W. Michigan Avenue, 10th Floor

To provide input or ask questions on any item that is listed on the agenda, members of the public may contact the City Council at city.council@lansingmi.gov or (517) 483-4177 prior to the meeting.

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

Council Member Wood, Chairperson

Council Member Hussain, Vice Chairperson

Council Member Spadafore, Member

- 1. Call to Order**
- 2. Roll Call**
- 3. Minutes**
 - A. October 15, 2021
- 4. Public Comment on Agenda Items (Up to 3 Minutes)**
- 5. Discussion/Action:**
 - B. RESOLUTION - Grant Acceptance; Automobile Theft Prevention Authority Grant
 - C. RESOLUTION - Grant Acceptance; Byrne Justice Assistance Capital Area Response Effort (CARE) Unit Grant
 - D. RESOLUTION - Appropriation Acceptance State of Michigan funds for staffing Lansing Police Department Cold Case Unit and for the purchase and installation of security cameras and other public safety improvements
 - E. DISCUSSION - City Attorney Report on Claim Settlements above \$25,000 Per Resolution 420 of 2003
- 6. Other**
 - F. CLOSED SESSION

Pursuant to MCL 15.268(h) of the Open Meetings Act, we will recess into closed session to consult with the City Attorney to consider material exempt from discussion or disclosure by state statute. Specifically, to discuss a written legal opinion and written material from the City Attorney provided under attorney-client privilege and attorney work-product, and which is also exempt from disclosure under the Freedom of Information Act pursuant to MCL 15.243 (g).

RECONVENE

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, October 15, 2021 @ 3:15 p.m.
City Council Conference Room

CALL TO ORDER

The meeting was called to order at 3:16 p.m.

PRESENT

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

OTHERS PRESENT

Sherrie Boak, Council Office Manager
Jim Smiertka, OCA
Lisa Hagen, OCA
Eric Brewer, Internal Auditor
Joe McClure, LPD
Jake Brower, Budget Director
Amber Paxton, Neighborhood Engagement
Barb Kimmel, EDP

Minutes

MOTION BY COUNCIL MEMBER HUSSAIN TO APPROVE THE MINUTES FROM OCTOBER 1, 2021 AS PRESENTED. MOTION CARRIED 3-0.

Public Comment

No public comment at this time; no public present.

Discussion/Action:

RESOLUTION – Grant Acceptance; Domestic Violence Services (DVS) Capital Area Response Effort (CARE) Programs Grant

Mr. McClure outlined that the grant is a Federal grant through MDHHS for \$164,897 with no match from the City. The CARE unit will receive the funds and provide empathetic listening to victims, assess victim risk of further injury, provide education and planning, and help arrange for safe shelter. Mr. McClure concluded by noting this will provide for three (3) contract employees, and their training, travel and supplies. Council Member Wood asked if they would be full time or part time, and was informed they are full time in addition to having 30 volunteers.

Mr. Smiertka stated to the Committee this item would need five (5) votes' items along with the grant from OHSP.

The Committee discussed what requires five (5) votes compared to six (6), discussed removing the portion of the resolution that speaks to authorizing administration appropriate and including only a case by case basis. Mr. Smiertka noted to the Committee that if the grants are already listed in the approved budget, they can use the funds without the statement of administration authorization in the resolution because the adopted budget accounted for receipt of those funds.

Council Member Wood asked Mr. McClure if this grant and amount was included in the current budget, and Mr. McClure confirmed it was not. Council Member Wood then noted it would now require six (6) votes. And she asked that Council Staff confirm with the Administration when a grant is referred if the funds are in the budget.

The Committee concurred to amend the resolution to include:

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

MOTION BY COUNCIL MEMBER SPADAFORE TO APPROVE THE DVS CARE PROGRAMS GRANT. MOTION CARRIED 3-0.

RESOLUTION – Grant Acceptance; Office of Highway Safety Planning (OHSP) Bicycle/Pedestrian Safety Grant

Mr. McClure stated this was a \$12,809 with a 20% City match which totals \$2,562. The purpose is to present high visibility traffic enforcement program, and reduce fatalities and suspected injuries by educating and enforcing.

Council Member Wood asked if these funds could be used for motorcycles, and Mr. McClure stated it is specific to bicyclist and pedestrians.

Council Member Spadafore asked how much extra enforcement this would be able to provide and Mr. McClure noted it would cover 182 hours of overtime.

MOTION BY COUNCIL MEMBER SPADAFORE TO APPROVE THE OHSP BICYCLE PEDESTRIAN SAFETY GRANT.

Mr. McClure confirmed that that is grant amount was not included in the FY2021/2022 budget.

Council Member Spadafore amended the resolution to include:

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

MOTION CARRIED 3-0.

Council Member Wood asked Mr. Brewer if he had any concerns, and Mr. Brewer noted the State requires an audit and that it what he reviewed and had no issues.

RESOLUTION – Grant Acceptance; Federal American Rescue Plan Act Funds (ARPA) of \$49,924,664 for Public Health, Economic Impacts and Governments Services due to COVID-19
Mr. Brower noted this was signed into law on March 11, 2021 and part of that law was for funds established in Coronavirus State and Local Fiscal Recovery appropriating \$49,924,664 to Lansing. The first disbursement was done August 5, 2021 in the amount of \$24,962,232. The remaining balance of will be received in the next fiscal year. The first amount was used to make whole the City due to COVID public health emergency. The four (4) uses were:

- To respond to the public health emergency with respect to COVID-19 or its negative Economic impacts, including assistance to households, small businesses, and Nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; and
- To respond to workers performing essential work during the COVID-19 public health Emergency by providing premium pay to eligible workers of the State, territory, or Tribal government that are performing such essential work, or by providing grants to Eligible employers that have eligible workers who perform essential work; and
- For the provision of government services to the extent of the reduction in revenue of Such State, territory, or Tribal government due to the COVID-19 public health Emergency relative to revenues collected in the most recent full fiscal year of the State, Territory, or Tribal government prior to the emergency; and
- To make necessary investments in water, sewer, or broadband infrastructure.

In addition there was an interim rule of guidance on what expenditures can be used for these dollars. This grant will accepts the funds, then authorize the use of the first disbursement and authorize the administration take the amounts budgeted and apply to the grant.

Council Member Wood asked if there was an update on the question from the last meeting on when employees who were eligible would get paid. Mr. Brower confirmed a conversation he had with Ingham County, and there is a line in this resolution that prior to expenditure of other funds, the administration can determine if other uses eligible based on US Treasury can be disbursed. Since the City appropriated the funds they have set them aside and Council will see in the next year budget process final decisions on premium pay.

Council Member Spadafore voiced a concern with accepting funds without a solid plan on where they will go or what Treasury will determine. Mr. Brower explained they have authorized the expenditure by adopting the FY22 budget for the first amount of \$24,962,232. This resolution will not authorize the spending of the second amount; that will be done with the FY2023 budget. Mr. Brower also noted that he will be having discussion with the City Treasurer on what income taxes are expected at and how the FY2021 will end. From that point they will have a basis on estimating out what overall impact will be over multiple years in operating and deficit.

Council Member Wood then asked Mr. Brower who authorized the survey that went out to the public asking for input on where these funds should go. Mr. Brower confirmed the Mayor issued a survey related to ARPA funds, but he was not able to find any connection from the City with the Community Foundation survey.

Council Member Wood requested that the Administration work on a baseline for what the funds can be used for before they start communicating with the public. Mr. Brower offered to provide links to resources from the US Treasury, and a FAQ sheet as well. The Committee asked that the information also be provided on the City website.

Ms. Hagen noted the resolution did not have the correct amount since the overall amount of \$49,924,664 was split in two payments 50/50. The resolution was amended to reflect \$24,962,332 in the first WHEREAS, the NOW, THEREFORE paragraph and the first BE IT FURTHER.

MOTION BY COUNCIL MEMBER SPADAFORE TO APPROVE THE GRANT FOR ARPA FUNDS IN THE AMOUNT OF \$49,924,664 FOR PUBLIC HEALTH SERVICES DUE TO COVID-19 A FIRST AMOUNT OF \$24,962,332. MOTION CARRIED 3-0.

RESOLUTION – Grand Acceptance; Cities of Financial Empowerment fund (CFE Fund) planning grant for Local Consumer Protection Initiative

Ms. Paxton explained this is a planning grant, part of a cohort to develop strategic plans for local protection initiatives. The end goal would be to handle consumer protection, and an advisory board will be created so they could use the funds towards consulting.

MOTION BY COUNCIL MEMBER SPADAFORE TO APPROVE THE GRANT FOR CFE FUND PLANNING GRANT FOR LOCAL CONSUMER PROTECTION INITIATIVE.

Council Member Wood asked how this would work with the State's Consumers protection and where would the City get the authority to prosecute to hold someone accountable if they determined there was fraud. Ms. Paxton noted that any State law would preclude the City and they are looking at guidance for where there are gaps that could be filled. Council Member Wood asked if it has already been utilized, and was told by Ms. Paxton they have not accepted or signed a MOU. There are four (4) other cities that received this as well, that being Dallas, Texas; Montgomery, Alabama; Jackson, Tennessee and Washtenaw County in Michigan.

MOTION CARRIED 3-0.

RESOLUTION – Grant Acceptance; Michigan State Housing and Development Authority (MSHDA) Neighborhood Stabilization Program Income Grant

Ms. Kimmel informed the Committee that they initially were part of the consortium with MSHDA for NSP funding but now they want to re-grant into the City. It is \$250,000 with no required match, but approximately \$60,000 in match anticipated in CDBG emergency repairs and Lead Safe Lansing funds. MSHDA would like these funds to provide exterior improvements to eight (8) homes in Churchill Downs. They will work with Capital Area Housing Partnership and the City will be the fiduciary.

Council Member Wood asked if she was aware of the history of flooding in the Churchill Downs where drains were installed and some homes have had basement flooding. Ms. Kimmel was not aware of the history of flooding, pointing out the MSHDA funds would be used for exterior work not interior work on past flooding, but she could look at CDBG funds. Council Member Wood asked that they speak to those home owners chosen to see if they have experienced flooding and if so where and what was impacted. Council Member Spadafore asked if they utilize CDBG funds also does that expand the amount of funds per home, and Ms. Kimmel confirmed. Council Member Spadafore then asked about the impact on their mortgage, noted if there is no mortgage there is a lien placed on and MSHDA has a five year continued for it to be forgiven. The CDBG is 10 years and the Lead Safe Lansing is 3 years forgiveness. Council Member Hussain asked who the contractors will be, and Ms. Kimmel stated the contract will be with the owner and the contractor, and they can choose their own contractor. The City will use the lowest bid, so if the homeowner wants a higher bid contractor they will have to pay the difference. Ms. Kimmel added she will be at the next Churchill Downs neighborhood meeting with Capital Area Housing.

Mr. Brewer had not comments on this grant.

MOTION BY COUNCL MEMBER HUSSAIN TO APPROVE THE MSHDA NEIGHBORHOOD STABLIZATION PROGRAM INCOME GRANT. MOTION CARRIED 3-0.

OTHER

The Committee concurred to schedule the remaining Committee meetings to 3:30 p.m.

Council Member Spadafore asked for Mr. Brower to email the ARPA FAQ sheet to the Council offices.

ADJOURN

Adjourned at 4:07 p.m.

Submitted by,

Sherrie Boak, Council Office Manager

Lansing City Council

Approved by the Committee _____



LANSING CITY COUNCIL
GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE: 11/5/2021

GRANT NAME: Automobile Theft Prevention Authority Grant

DEPARTMENT: Police

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

APPLICATION DATE May 2021

AWARD DATE: September 14, 2021

GRANT CYCLE: 10/01/2021 - 09/30/2022 Check One: ☐ Annual ☒ One-Time

FUND AMOUNT: \$174,978 (Breakdown below should total this amount)

GOODS & SERVICES	\$10,465
PERSONNEL	\$164,513
CONSTRUCTION	\$0.00
LAND	\$0.00
OTHER	\$0.00

CITY MATCH (IF APPLICABLE): \$87,489 (50% of the \$174,978 grant amount)

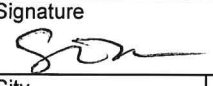
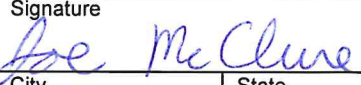
GRANT PAYS FOR: Motor vehicle theft prevention program and initiatives

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

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

FY 2022 ATPA GRANT APPLICATION

Email signed application and all required documentation to MSPATPA@michigan.gov. Do not send a paper copy.

Applicant Information			
Name of Applicant Organization Lansing Police Department			ATPA Grant Number 23
Applicant Mailing Address 120 W Michigan Ave		City Lansing	State MI ZIP Code 48933
Name of Governmental Unit (If applicable) Lansing Police Department		Type of Governmental Unit ☐ State ☒ City ☐ County ☐ Other:	
Address of Governmental Unit (If different from above, include City, State, ZIP Code) Same			Federal Tax ID Number 38-6004628
Project Title ARTIC		Beginning Date of Grant October 1, 2021	Ending Date of Grant September 30, 2022
Project Area (City/Township/County) City of Lansing			
All Agencies Participating in the Project (If cooperative effort) City of Lansing			
The undersigned understand and agree that a grant received as a result of this application is subject to 1992 PA 174, the policies of the ATPA, and the grant conditions, as outlined on pages 2-3. We certify that all information provided is true and accurate.			
Name and Title of AUTHORIZED OFFICIAL/PROJECT DIRECTOR Chief Daryl Green		Signature 	Date Signed 11 MAY 2021
Authorized Official Mailing Address 120 W Michigan Ave		City Lansing	State MI ZIP Code 48933
Email Address Daryl.Green@Lansingmi.gov	Telephone Number 517-483-4801 EXT.	Cell -	Fax -
Name and Title of PROJECT CONTACT Det Shawn Martinez		Signature 	Date Signed 5/10/2021
Project Director Mailing Address 120 W Michigan Ave		City Lansing	State MI ZIP Code 48933
Email Address Shawn.Martinez@Lansingmi.gov	Telephone Number 517-483-6856 EXT.	Cell -	Fax -
Name and Title of FINANCIAL CONTACT Joe McClure-Budget Control Supervisor		Signature 	Date Signed 5/12/21
Financial Contact Mailing Address 120 W Michigan Ave		City Lansing	State MI ZIP Code 48933
Email Address Joe.McClure@Lansingmi.gov	Telephone Number 517-483-4808 EXT.	Cell -	Fax -

Program Information

LAW ENFORCEMENT

1. General Overview

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

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

- Lansing has seen an increase of 62% in motor vehicle theft from 2019 to 2020. In 2020, we recovered 399 vehicles which resulted in a 84% recovery rate and a value of \$3,133,178 in recovered vehicles. We had 66 complaint and warrants submitted to the Prosecutor's Office in 2020.
- The majority of stolen vehicles were out of convenience due to vehicles running unattended or with keys left in vehicle. Even though citizens were made aware of what could happen when a vehicle is running unattended and with keys left in vehicle that still continues to be the number one reason being why vehicles are stolen in Lansing. I believe that Covid 19 played a role in this type of crime.
- Very few vehicles have been stolen due to ignition punch or hotwired.
- Due to Covid 19, jails/youth homes are not housing property related crimes. First time offenders, repeat offenders and juveniles are being released and continue to steal vehicles.
- We are currently working 10-20 cases of Business B&E in which work trucks are being stolen. A large group of juveniles are breaking into businesses to steal work trucks. The juveniles then use the stolen work trucks to ram marijuana grow warehouses to steal their product.
- Some frauds have occurred but, remain low compared to the overall cause of thefts. Due to COVID, SOS has been closed or by appointment only. Owners have purchased vehicles and left the title in the vehicle. We have had some success in recovering the vehicles and obtaining title fraud warrants.
- Lansing is the center of a larger metropolitan area, and a large amount of stolen vehicles are recovered in Lansing.

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

- Lansing has worked with several neighboring jurisdictions and other states to help reduce vehicle theft.
- I have worked with Eaton County, New York and Pennsylvania to identify a suspect who sold a stolen truck with a re-used VIN to obtain 4 felony warrants on the suspect.
- I have worked with Ingham County several times to recover stolen vehicles and identify a suspect for warrants and title fraud.
- I have worked with other neighboring jurisdictions to help identify or obtain charges on the same suspect or on each others behalf for charges.
- I have shared information with several departments in Michigan on the identity of two suspects who have been using two counterfeit driver's licenses to steal high end vehicles from dealerships. I also provided the information to MADA.
- I have gone to several dealerships and kept them updated on the current trend of motor vehicle theft from dealerships, including the name of the two suspects using counterfeit driver's licenses and another suspect using a stolen expired driver's license. I have advised the dealerships to look at the driver's license closely so they do not become a victim of fraud or vehicle theft.
- I have had our Community Resource Officer and Public Information Officer present motor vehicle theft data, concerns and tips about how to keep their vehicle safe to our Neighborhood Watch organizations, Business Watch organizations, social media and local news.

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

- Due to Covid there has not been much face to face interaction. The majority of information shared has been through social media.
- I have reached out to several dealerships to inform them on the latest trends of motor vehicle theft from dealerships. I made them more aware to look at the driver's license closely to make sure they are not counterfeit and/or expired and to make sure the photo matches the person requesting a test drive. It is too early to tell if this had made an impact since this has only occurred in the last month.

-The Community Resource Officer and Public Information Officer have provided information to the public and businesses through social media, presentations and local news about how and why vehicles are stolen and to provide tips to prevent auto theft. Unfortunately the public still leave their vehicles running unattended and with keys in the vehicles, which is our number one reason for auto theft. Businesses are getting broken into and the office rummaged through looking for work keys so they can use stolen work trucks to commit other crimes. With additional training and presentations about building security and key lock boxes, fewer businesses are getting broken into and work trucks stolen. The businesses are doing their part, but until the group of juveniles are lodged in jail this will continue to happen.

Please list any training or equipment you have received from the ATPA in FY 2021. Please include any metrics or benefits it provided your team.
Lansing has not received any training or equipment from ATPA at this time.

In FY 2022, the ATPA board is considering reimbursement for equipment at 100 percent, if this were approved, what equipment would you request?
(Please provide current quotes for all equipment requests.)
Lansing has no equipment requests at this time..

2. Program Goals and Objectives

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

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

I took over our Department's Motor Vehicle Theft Detective spot in November 2020. Last year's goals revolved around increased awareness for the public including:

- Social media posts to continue or increase. More posts have gone out, especially around winter time regarding leaving vehicles running unattended and with keys left in vehicles. The goal was met, however, auto theft statistics increased. I believe Covid 19 played a role in the increase.
- Continued contact through Neighborhood Watch Organizations. More posts have gone out, especially around winter time regarding leaving vehicles running unattended and with keys left in vehicles. The goal was met, however, auto theft statistics increased. I believe Covid 19 played a role.
- A new Door to Door Initiative to spread awareness and security tips. Unable to proceed with the Initiative due to the transition and Covid 19.
- Identify repeat offenders, especially juveniles, and work with the Prosecutor's Office to make sure that they are prosecuting these individuals. This goal has partially been met as to identifying repeat offenders and juveniles, however, due to Covid 19 property related crime suspects were not being lodged at jails or youth homes. Due to court policy many warrants are being delayed as to not congest the courts with property related crimes.
- Raise awareness within department about processing a recovered stolen vehicle, for example looking for additional evidence/fingerprints. This was done through departmental training and shift briefing. This goal was met. More recovered vehicles have been printed and more evidence has been gathered.

Identify new goals for the FY 2022 grant period and how you plan to attain the stated goals.

- Continue to work with Neighborhood Watch organizations with the emphasis on not leaving vehicles running unattended and with keys in vehicles through social media and meetings.
- Continue to work with Business Watch organizations with the emphasis of security of building, keys and work vehicles through social media and meetings.
- Build a car dealership email group (Door to Door Initiative) to keep them up to date on current trends of crimes, fraud and suspects. Collect business cards of supervisors from all car dealerships in Lansing to build the email group and hand out my business card.
- Continue to work with the Prosecutor's Office to ask to provide stricter charges/punishments for repeat offenders and juveniles. Keep in contact through email with the Prosecuting Attorney assigned to the repeat offenders and juveniles to check on the disposition of the cases.
- Continue to request patrol officers through emails and bulletins to print and gather evidence from recovered vehicles.
- Continue to assist and request assistance with neighboring jurisdictions through email and bulletins as to the identity of suspects and stolen vehicles.

Identify significant accomplishments during the current grant year.

I took over the grant position in November 2020 and can only relate what my accomplishments have been so far.

-I was able to identify a suspect who was a repeat offender who stole vehicles out of convenience. I was able to obtain multiple warrants for the subject. Some of the vehicles have been recovered and some of the vehicles are still outstanding.

-I was able to identify two suspects who were using counterfeit driver's licenses and stolen credit card numbers to test drive and then stole high end vehicles from dealerships. These suspects have hit several dealerships in Michigan and Indiana. Because these suspects were identified, I was able to warn other dealerships in Lansing. Additionally, the identification lead to multiple charges being sought by multiple agencies, including Lansing. Other agencies were able to use this information to obtain search warrants in which counterfeiting machines were located and other suspects were identified in this ring. Some vehicles had also been recovered. The true magnitude of suspects and charges are unknown at this time as it is still being investigated by multiple agencies.

-I was able to identify a suspect who stole a vehicle in Eaton County and resold the vehicle with a different VIN. The suspect stole a vehicle from Eaton County and placed an ad on Facebook Marketplace. A subject from New York came to Lansing to purchase the vehicle. The subject purchased the vehicle and went back to New York. The suspect used an altered title and replaced the VIN. I was able to obtain multiple warrants on the suspect. The vehicle was recovered, however, the subject is still out money at this time.

I was able to identify a suspect who had stolen several large equipment vehicles. The suspect was arrested and his master keys were confiscated as evidence. Since the suspect's arrest there have been no additional large equipment vehicles stolen at this time. The large equipment vehicles have been recovered.

Program Information

PROSECUTORS

1. General Overview

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

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

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

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

Please list any training or equipment you have received from the ATPA in FY 2021. Please include any metrics or benefits it provided to your team.

In FY 2022, the ATPA board is considering reimbursement for equipment at 100 percent, if this were approved, what equipment would you request? (Please provide current quotes for all equipment requests.)

2. Program Goals and Objectives

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

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

Identify new goals for the FY 2022 grant period and how you plan to attain the stated goals.

Identify significant accomplishments during the current grant year.

Program Information

NON-PROFIT COMMUNITY AND TRAINING GROUPS

1. General Overview

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

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

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

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

2. Program Goals and Objectives

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

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

Identify new goals for the FY 2022 grant period, and how you plan to attain the stated goals.

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

ATPA Budget Detail

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

Sworn Employees						
	Name	Title/Position	Agency	Wage, Fringes, Overtime		Total Sworn
1	Shawn Martinez	Detective	Lansing Police Department	Wages	\$78437.00	\$164513.00
				Fringes	\$81076.00	
				Overtime	\$5000.00	
2				Wages	\$0.00	\$0.00
				Fringes	\$0.00	
				Overtime	\$0.00	
3				Wages	\$0.00	\$0.00
				Fringes	\$0.00	
				Overtime	\$0.00	
4				Wages	\$0.00	\$0.00
				Fringes	\$0.00	
				Overtime	\$0.00	
5				Wages	\$0.00	\$0.00
				Fringes	\$0.00	
				Overtime	\$0.00	
6				Wages	\$0.00	\$0.00
				Fringes	\$0.00	
				Overtime	\$0.00	
7				Wages	\$0.00	\$0.00
				Fringes	\$0.00	
				Overtime	\$0.00	
8				Wages	\$0.00	\$0.00
				Fringes	\$0.00	
				Overtime	\$0.00	
9				Wages	\$0.00	\$0.00
				Fringes	\$0.00	
				Overtime	\$0.00	
10				Wages	\$0.00	\$0.00
				Fringes	\$0.00	
				Overtime	\$0.00	
11				Wages	\$0.00	\$0.00
				Fringes	\$0.00	
				Overtime	\$0.00	
12				Wages	\$0.00	\$0.00
				Fringes	\$0.00	
				Overtime	\$0.00	
13				Wages	\$0.00	\$0.00
				Fringes	\$0.00	
				Overtime	\$0.00	
14				Wages	\$0.00	\$0.00
				Fringes	\$0.00	
				Overtime	\$0.00	
TOTAL SWORN EMPLOYEES					\$164513.00	

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

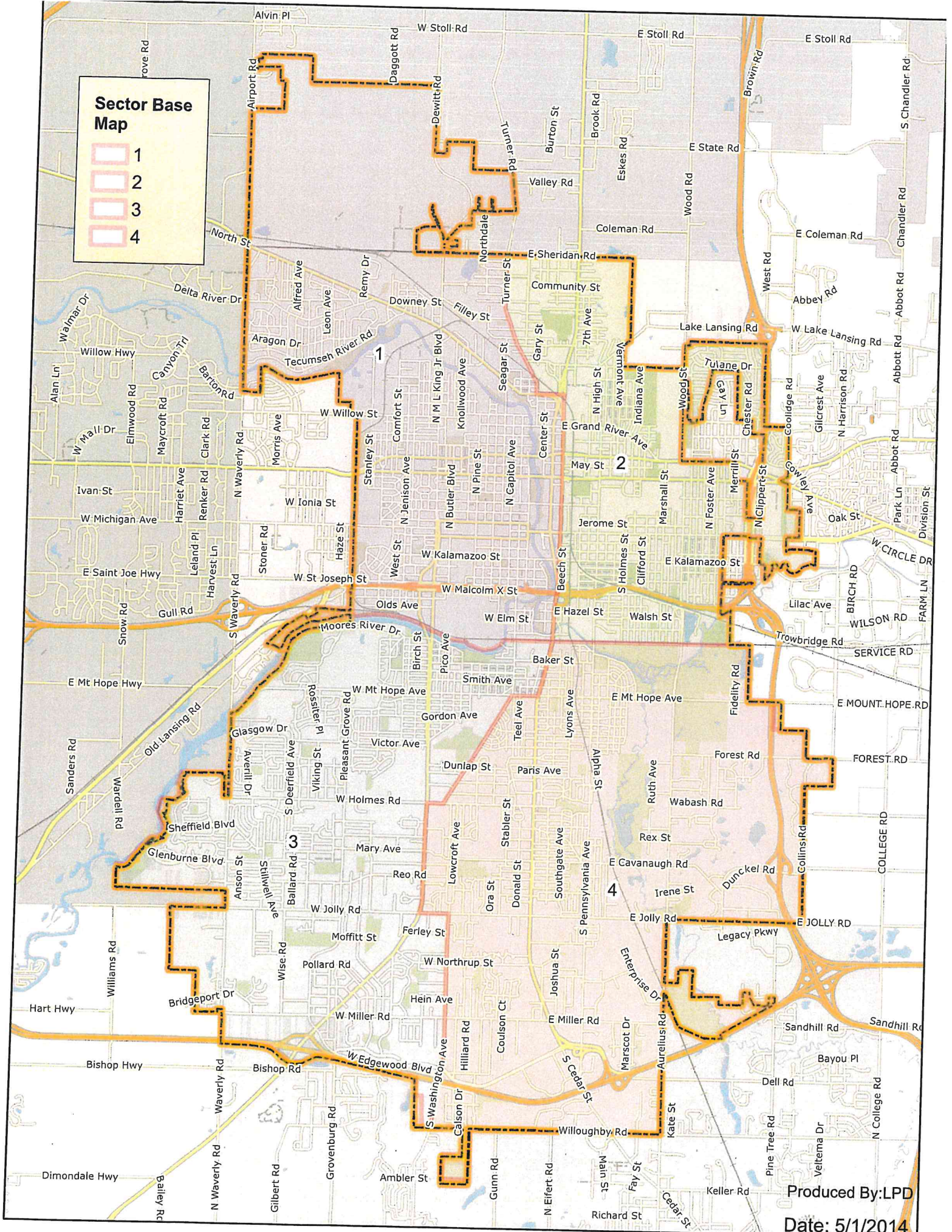
Other Employees						
	Name	Title/Position	Agency	Wage, Fringes, Overtime		Total Other
1				Wages	\$0.00	\$0.00
				Fringes	\$0.00	
				Overtime	\$0.00	
2				Wages	\$0.00	\$0.00
				Fringes	\$0.00	
				Overtime	\$0.00	
3				Wages	\$0.00	\$0.00
				Fringes	\$0.00	
				Overtime	\$0.00	
4				Wages	\$0.00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

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

VEHICLE USAGE		
Vehicle Lease/Purchase: 2019 Chevy Traverse	\$9000.00	
Other: Fuel	\$1000.00	
Other:	\$	
Other:	\$	
TOTAL VEHICLE USAGE		\$10000.00
FIELD OPERATIONS		
Investigative Supplies:		\$250.00
Michigan Association of Vehicle Theft Investigators Dues:		\$45.00
International Association of Automobile Theft Investigators Dues:		\$20.00
Other:		\$
Other:		\$
Other:		\$
Other:		\$
Other:		\$
TOTAL FIELD OPERATIONS		\$315.00
OFFICE OPERATIONS		
Supplies:		\$150.00
Other:		\$
Other:		\$
Other:		\$
Other:		\$
Other:		\$
TOTAL OFFICE OPERATIONS		\$150.00
GRAND TOTAL		\$174978.00

Sector Base Map

- 1
- 2
- 3
- 4



Produced By:LPD

Date: 5/1/2014



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF STATE POLICE
AUTOMOBILE THEFT PREVENTION AUTHORITY
LANSING

COL. JOSEPH M. GASPER
DIRECTOR

September 14, 2021

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

RE: 23-22 Operation A.R.T.I.C.

Dear Chief Green:

I am pleased to inform you that your application to the Michigan State Police, Grants and Community Services Division, Auto Theft Prevention Authority (ATPA), has been selected to receive grant funding. With a focus on innovative programs that address auto theft and fraud, your efforts are valued and appreciated. The award for your team/project, pending the finalization of the Grant Agreement (contract), is \$174,978. The ATPA portion of your award is \$87,489, and the match requirement is \$87,489. Further details regarding allowable expenditures is contained in the enclosed grant contract.

It is crucial that you read through the entire contract to be sure you and your financial officer are aware of and able to abide by the grant requirements. Contract requirements will be enforced. Non-compliance of contract requirements may result in grant suspension and financial penalties. The deadline for returning your signed contract is September 30, 2021.

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

Sincerely,

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

Enclosure

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

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

AUTO THEFT PREVENTION AUTHORITY (ATPA) GRANT CONTRACT

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

Scan and email one complete copy with original signatures to the ATPA by September 30, 2021, at MSPATPA@michigan.gov. **Do not** send a paper copy.

I. Award Information			
Name of Grantee/Fiduciary Lansing Police Department		Project Title/Acronym Operation A.R.T.I.C.	
Address 120 West Michigan Avenue	City Lansing	State MI	ZIP Code 48933
Total Grant Award \$174,978	ATPA Award \$87,489	Match Requirement \$87,489	
Grant Period Start Date October 1, 2021	Grant Period End Date September 30, 2022	Project Number 23-22	
Authorized Official Chief Daryl Green	Project Director Det. Shawn Martinez	Financial Contact Mr. Joe McClure	

II. Contract Conditions and Requirements

Grant Award

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

The ATPA will only reimburse expenditures incurred during the grant period of October 1, 2021, to September 30, 2022.

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

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

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

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

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

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

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

Reporting

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

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

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

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

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

ATPA Teams

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

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

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

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

III. Program and Financial Review

On-Site Monitoring and Payments

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

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

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

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

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

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

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

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

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

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

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

IV. Criminal or Administrative Investigations/Charges

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

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

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

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

VI. Suspension/Termination

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

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

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

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

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

VII. Liability

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

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

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

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

VIII. Eligible Expenditures

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

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

- Copier purchase/usage. Not to exceed:
 - o Law enforcement agency - \$1,200 per year.
 - o Prosecutor's office - \$1,200 per year.
 - o Non-profit organization - \$2,400 per year.
- Phone installation. Prior approval is required.
- Landline phone purchase/usage. Not to exceed:
 - o Law enforcement agency and prosecutor's office - \$750 per person/per year.
 - o Non-profit organization - \$1,500 per year.
- Office supplies. Not to exceed \$200 per year/per person.
- Investigative supplies for law enforcement agency (sworn employees only). Not to exceed \$300 per year/per person.
- Computer purchase. Prior approval is required.
- Cell phone purchase/usage. Prior approval is required.
- Motor vehicle theft-related association dues, including dues to the International Association of Automobile Theft Investigators and Michigan Association of Vehicle Theft Investigators.
- Training or conference for educational purposes relating to vehicle theft/fraud investigations. Prior approval is required.

IX. Ineligible Expenditures

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

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

X. Law Enforcement Objectives

- Reduce the number of motor vehicle thefts in your grant area by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved, and reducing false motor vehicle theft reports.

- Reduce the economic gain associated with motor vehicle theft by recovering stolen vehicles/parts/equipment and by identifying fraudulent insurance activity.
- Recover more in stolen vehicles/parts/equipment value than the total approved grant award from the ATPA.
- Comply with ATPA guidelines/policies/conditions and UCR requirements for submission of data.
- Maintain clear and reliable documentation for the project's performance activity and financial expenditures.
- Following auction, report to the ATPA the dollar amount deposited into the forfeiture account on the Progress Report (GRANTS-037).
- A team member shall attend regular meetings for area detectives and insurance investigators, including participation in the Anti Car Theft (ACT) meetings. Please note that email correspondence will be accepted in lieu of physical attendance.

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

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

XII. Prosecutor Objectives

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

XIII. Prosecutor Evaluation Criteria

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

XIV. Non-Profit Organization Objectives

- Conduct 15 motor vehicle theft awareness education programs/seminars (minimum of 20 attendees each).
- Etch 200 vehicles.
- Distribute 1,500 ATPA approved auto theft preventative fliers/brochures regarding motor vehicle theft prevention.
- Write and publish no less than 5 articles about motor vehicle theft prevention. The articles must cite the ATPA as a source of funding. Forward article copies to the ATPA.
- Contact 200 residences within your community with a door-to-door strategy. Inform them of the most up to date auto theft prevention strategies.
- Maintain clear and reliable documentation of project's financial expenditures and performance activity.

XV. Non-Profit Organization Evaluation Criteria

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

Organization Type	Quarterly Progress and Financial Reports		Due Date
Law Enforcement Agency Prosecuting Attorney's Office Non-Profit Organization	Progress Report (GRANTS-037)	10-01-21 to 12-31-21	01-31-22
	Financial Report (GRANTS-035)	10-01-21 to 12-31-21	01-31-22
	Progress Report (GRANTS-037)	01-01-22 to 03-31-22	04-30-22
	Financial Report (GRANTS-035)	01-01-22 to 03-31-22	04-30-22
	Progress Report (GRANTS-037)	04-01-22 to 06-30-22	07-31-22
	Financial Report (GRANTS-035)	04-01-22 to 06-30-22	07-31-22
	Financial Report (GRANTS-035)	07-01-22 to 09-30-22	10-15-22
	Progress Report (GRANTS-037)	07-01-22 to 09-30-22	10-31-22

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

Unlawfully Driving Away Automobile	750.413	6
Unlawful Use	750.414	4
Use Fraudulent ID to Lease or Purchase Vehicle	750.415	12
All Other Charges		2

XVI. Reporting Schedule

XVII. Arrest Ranking

Note to Arrest Rankings:

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

XVIII. Special Conditions

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

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

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

XIX. Contract Signatures

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

Ellery Sosebee

Printed Name of Authorized Official



Signature of Authorized Official

9/15/21

Date

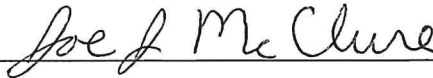
Printed Name of Project Director

Signature of Project Director

Date

Joe J. McClure

Printed Name of Financial Contact



Signature of Financial Contact

9/15/21

Date

Printed Name of ATPA Executive Director

Signature of ATPA Executive Director

Date

AUTO THEFT PREVENTION AUTHORITY (ATPA) GRANT CONTRACT

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

Scan and email one complete copy with original signatures to the ATPA by September 30, 2021, at MSPATPA@michigan.gov. Do not send a paper copy.

I. Award Information			
Name of Grantee/Fiduciary Lansing Police Department		Project Title/Acronym Operation A.R.T.I.C.	
Address 120 West Michigan Avenue	City Lansing	State MI	ZIP Code 48933
Total Grant Award \$174,978	ATPA Award \$87,489	Match Requirement \$87,489	
Grant Period Start Date October 1, 2021	Grant Period End Date September 30, 2022	Project Number 23-22	
Authorized Official Interim Chief Ellery Sosbee	Project Director Det. Shawn Martinez	Financial Contact Mr. Joe McClure	

II. Contract Conditions and Requirements

Grant Award

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

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

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

Reporting

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

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

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

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

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

ATPA Teams

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

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

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

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

III. Program and Financial Review

On-Site Monitoring and Payments

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

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

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

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

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

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

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

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

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

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

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

IV. Criminal or Administrative Investigations/Charges

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

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

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

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

VI. Suspension/Termination

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

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

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

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

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

VII. Liability

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

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

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

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

VIII. Eligible Expenditures

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

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

- Copier purchase/usage. Not to exceed:
 - o Law enforcement agency - \$1,200 per year.
 - o Prosecutor's office - \$1,200 per year.
 - o Non-profit organization - \$2,400 per year.
- Phone installation. Prior approval is required.
- Landline phone purchase/usage. Not to exceed:
 - o Law enforcement agency and prosecutor's office - \$750 per person/per year.
 - o Non-profit organization - \$1,500 per year.
- Office supplies. Not to exceed \$200 per year/per person.
- Investigative supplies for law enforcement agency (sworn employees only). Not to exceed \$300 per year/per person.
- Computer purchase. Prior approval is required.
- Cell phone purchase/usage. Prior approval is required.
- Motor vehicle theft-related association dues, including dues to the International Association of Automobile Theft Investigators and Michigan Association of Vehicle Theft Investigators.
- Training or conference for educational purposes relating to vehicle theft/fraud investigations. Prior approval is required.

IX. Ineligible Expenditures

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

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

X. Law Enforcement Objectives

- Reduce the number of motor vehicle thefts in your grant area by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved, and reducing false motor vehicle theft reports.

- Reduce the economic gain associated with motor vehicle theft by recovering stolen vehicles/parts/equipment and by identifying fraudulent insurance activity.
- Recover more in stolen vehicles/parts/equipment value than the total approved grant award from the ATPA.
- Comply with ATPA guidelines/policies/conditions and UCR requirements for submission of data.
- Maintain clear and reliable documentation for the project's performance activity and financial expenditures.
- Following auction, report to the ATPA the dollar amount deposited into the forfeiture account on the Progress Report (GRANTS-037).
- A team member shall attend regular meetings for area detectives and insurance investigators, including participation in the Anti Car Theft (ACT) meetings. Please note that email correspondence will be accepted in lieu of physical attendance.

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

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

XII. Prosecutor Objectives

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

XIII. Prosecutor Evaluation Criteria

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

XIV. Non-Profit Organization Objectives

- Conduct 15 motor vehicle theft awareness education programs/seminars (minimum of 20 attendees each).
- Etch 200 vehicles.
- Distribute 1,500 ATPA approved auto theft preventative fliers/brochures regarding motor vehicle theft prevention.
- Write and publish no less than 5 articles about motor vehicle theft prevention. The articles must cite the ATPA as a source of funding. Forward article copies to the ATPA.
- Contact 200 residences within your community with a door-to-door strategy. Inform them of the most up to date auto theft prevention strategies.
- Maintain clear and reliable documentation of project's financial expenditures and performance activity.

XV. Non-Profit Organization Evaluation Criteria

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

Organization Type	Quarterly Progress and Financial Reports		Due Date
Law Enforcement Agency Prosecuting Attorney's Office Non-Profit Organization	Progress Report (GRANTS-037)	10-01-21 to 12-31-21	01-31-22
	Financial Report (GRANTS-035)	10-01-21 to 12-31-21	01-31-22
	Progress Report (GRANTS-037)	01-01-22 to 03-31-22	04-30-22
	Financial Report (GRANTS-035)	01-01-22 to 03-31-22	04-30-22
	Progress Report (GRANTS-037)	04-01-22 to 06-30-22	07-31-22
	Financial Report (GRANTS-035)	04-01-22 to 06-30-22	07-31-22
	Financial Report (GRANTS-035)	07-01-22 to 09-30-22	10-15-22
	Progress Report (GRANTS-037)	07-01-22 to 09-30-22	10-31-22

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

Unlawfully Driving Away Automobile	750.413	6
Unlawful Use	750.414	4
Use Fraudulent ID to Lease or Purchase Vehicle	750.415	12
All Other Charges		2

XVI. Reporting Schedule

XVII. Arrest Ranking

Note to Arrest Rankings:

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

XVIII. Special Conditions

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

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

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

XIX. Contract Signatures

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

Ellery Scusebee [Signature] 9/16/21
Printed Name of Authorized Official Signature of Authorized Official Date

DET SHAWN MARTINEZ [Signature] 9/16/21
Printed Name of Project Director Signature of Project Director Date

Joe McClure Joe J McClure 9/17/21
Printed Name of Financial Contact Signature of Financial Contact Date

[Signature] Digitally signed by Insp. Michael Johnson
Date: 2021.09.21 09:01:13 -04'00'
Printed Name of ATPA Executive Director Signature of ATPA Executive Director Date

LANSING POLICE DEPARTMENT					
LANSING AUTO THEFT TEAM					
BUDGET DETAIL					
G-23-22					
	2021	2022			PERCENT
	BUDGET	APPLICATION	BUDGET	ATPA STAFF	50%
		BUDGET	MODIFICATION	RECOMM	ATPA
					SHARE
SWORN EMPLOYEES					
Salaries & Wages:					
(1)Lansing PD-Detective	76,750	78,437		78,437	39,219
Fringe Benefits	74,578	81,076		81,076	40,538
Overtime	6,300	5,000		5,000	2,500
TOTAL SWORN EMPLOYEES	157,628	164,513		164,513	82,257
VEHICLES					
Vehicle Lease usage& Maint.	10,000	10,000		10,000	5,000
TOTAL VEHICLES	10,000	10,000		10,000	5,000
FIELD OPERATIONS					
Investigative supplies	250	250		250	125
IAATI/MAVTI Duc & Training Fee	65	65		65	33
TOTAL FIELD OPERATIONS	315	315		315	158
OFFICE OPERATIONS					
Office supplies	150	150		150	75
TOTAL OFFICE OPERATIONS	150	150		150	75
GRAND TOTAL	168,093	174,978		174,978	87,489
REIMBURSEMENT PERCENT	60%				50%

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

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

WHEREAS, the Lansing Police Department was informed on September 14, 2021, that it has been selected to receive grant funding in the amount of \$174,978; and

WHEREAS, The Lansing Police Department has a required local match of \$87,489 (50% of the grant); and

WHEREAS, The Michigan State Police's share is \$87,489 (50%); and

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

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

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council approves acceptance of the Automobile Theft Prevention Authority grant in the amount of \$174,978 for the program period October 1, 2021 through September 30, 2022; and

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



LANSING CITY COUNCIL

GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE: 11/5/2021

GRANT NAME: JAG-72460 Grant – LPD CARE Unit

DEPARTMENT: Police

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Joe McClure (Joe.Mcclure@Lansingmi.gov 517-483-4808)

APPLICATION DATE August 2021 AWARD DATE: October 15, 2021

GRANT CYCLE: _____ Check One: ____ Annual ☒ One-Time

FUND AMOUNT: \$127,992 (Breakdown below should total this amount)

GOODS & SERVICES

PERSONNEL \$47,736

CONSTRUCTION \$0.00

LAND \$0.00

OTHER (Victim assistance) \$80,256

CITY MATCH (IF APPLICABLE): \$0.00

GRANT PAYS FOR: Salary and fringes of one contract employee victim assistance support

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

The overall goal of this project is to promote victim safety. This grant has been approved for expenditures related salary and fringes plus direct assistance for victims of intimate partner violence.



STATE OF MICHIGAN
DEPARTMENT OF STATE POLICE
LANSING

GRETCHEN WHITMER
GOVERNOR

COL. JOSEPH M. GASPER
DIRECTOR

October 15, 2021

Ms. Rosalind Arch
Lansing Police Department
120 West Michigan
Lansing, Michigan 48933

RE: MSP # JAG-72460-Lansing Police Department-2022
Lansing Police CARE Program

Dear Ms. Arch:

I am pleased to inform you that the Lansing Police Department's Byrne Justice Assistance Grant (JAG) application to the Michigan State Police (MSP), Grants and Community Services Division, has been selected to receive funding. **The federal award, pending modifications to your application, for your fiscal year 2022 project is \$127,992.**

This award requires you to complete any requested modifications found in the "Comments to Applicant" section in your grant application in MAGIC+ no later than October 15, 2021. Once this is completed, you will receive an email from our office advising you of the procedure for accepting a contract with the MSP.

Once the modifications are accepted, the contract must be accepted in MAGIC+ by no later than 5 p.m. EST on October 28, 2021. If your award is not accepted by that date, your grant will be denied unless you have notified us of extenuating circumstances.

It is a legal requirement of this grant that your agency and any subcontractors agree to give recognition to the MSP and the U.S. Department of Justice in any and all publications, papers, press releases, and presentations arising from the funded project. The required disclaimer is included in Section VIII of your Grant Agreement in the MAGIC+ system. This language reads:

"This project was supported by Byrne JAG # 2019-MU-BX-0061 and # 15PBJA-21-GG-00248-MUMU awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice (DOJ), and administered by the Michigan State Police (MSP). Points of view or opinions contained within this document do not necessarily represent the official position or policies of the MSP or DOJ."

If you have any questions or concerns about the new requirements, please contact your grant advisor, Ms. Megan Gilliam, at gilliamm1@michigan.gov. We look forward to working with you.

Sincerely,

Nancy Becker Bennett, Division Director
Grants and Community Services Division

BYRNE JUSTICE ASSISTANCE GRANT (JAG) CONTRACT

Grant Agreement

hereinafter referred to as the "Agreement"

between

Michigan State Police

hereinafter referred to as the "Department"

and

City of Lansing

124 W. Michigan Ave. , Lansing, Michigan 48933

Federal I.D. #: 38-6004628

hereinafter referred to as the "Contractor"

for

Lansing Police Department

Lansing Police CARE Program

MSP Project Number: JAG-72460-Lansing Police Department-2022

I. Period of Agreement:

This Agreement shall commence on **10/01/2021** and continue through **09/30/2022**.

This Agreement is in full force and effect for the period specified .

All projects must be initiated within 60 days of the start date of this Agreement.

II. Funding Source and Agreement Amount:

This Agreement is designated as a subrecipient relationship with the following stipulations :

- A. Including federal funds and required local match, the total amount of this Agreement is \$127,992.00.
- B. The Department, under the terms of this Agreement, will provide federal pass-through funding not to exceed \$127,992.00.
- C. The Catalog of Federal Domestic Assistance (CFDA) number is 16.738.
- D. The CFDA Title is Formula Edward Byrne Memorial Justice Assistance Grant Program .
- E. The federal agency name is U.S. Department of Justice, Bureau of Justice Assistance.
- F. The federal grant award number is 2019-MU-BX-0061,15PBJA-21-GG-00248-MUMU.
- G. The federal program title is Byrne JAG State FY 2022.

III. Grant Summary:

The Contractor's Grant Summary is outlined in Attachment 1, which is part of this Agreement through reference .

IV. Statement of Work:

The Contractor agrees to undertake, perform and complete the services described in Attachment 2, which is part of this Agreement through reference. Any change to the Statement of Work, by either the Contractor or Department, requires a formal Amendment in the Department's e-grants system, Michigan Automatic Grant Information Connection Plus (MAGIC+), available at <https://msp.intelligrants.com>.

V. Project Timeline:

The Contractor agrees to undertake, perform and complete the services within the timeline described in Attachment 2-A, which is part of this Agreement through reference. Any change to the Project Timeline, by either the Contractor or Department, requires a formal Amendment in MAGIC+.

VI. Program Budget:

The agreed upon Program Budget for this Agreement is referenced herein as Attachments 3-A and 3-B, which is part of this Agreement through reference. Any change to the Program Budget, by either the Contractor or Department, requires a formal Amendment in MAGIC+.

Budget deviation allowances are not permitted.

VII. Amendments:

Any change proposed by the Contractor which would affect the Department funding of any project, in whole or in part, must be submitted in writing, via MAGIC+, to the Department for approval immediately upon determining the need for such change. Changes made to this Agreement are only valid if made in MAGIC+ and accepted by both the Contractor and the Department.

VIII. Contractor Responsibilities:

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

A. Publication Rights:

1. The Contractor shall give recognition to the Department in any and all publications, papers and presentations arising from the program (including from subcontractors) herein by placing the following disclaimer on any and all publications, papers and presentations:

This project is supported by Byrne JAG State FY 2022 # 2019-MU-BX-0061, 15PBJA-21-GG-00248-MUMU, awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice (DOJ), and administered by the Michigan State Police (MSP). Points of view or opinions contained within this document do not necessarily represent the official position or policies of the DOJ or the MSP.

2. The Department shall, in return, give recognition to the Contractor when applicable.
3. Where activities supported by this Agreement produce books, films, or other such copyrightable materials issued by the Contractor, the Contractor may copyright such but shall acknowledge that the Department reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials and to authorize others to reproduce and use such materials. This cannot include service recipient information or personal identification data.
4. Any copyrighted materials or modifications bearing acknowledgment of the Department's name must be approved by the Department prior to reproduction and use of such materials.

B. Reporting Responsibilities:

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

C. Uniform Crime Report (UCR):

The Contractor, and all of its subcontractors, must comply with 1968 PA 319, as amended. This law requires county sheriff's departments, as well as city, village, and township police departments to submit monthly UCR data to the Department.

D. Financial Reporting Requirements:

Financial reporting requirements shall be followed as defined within this section.

1. Reimbursement Method/Mechanism:

- a. All Contractors must register as a vendor to receive State of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits. Vendor registration information is available on the State of Michigan SIGMA Vendor Self Service (VSS) website located at <https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>.
- b. This Agreement is reimbursement only. Contractor must document that expenditures have been paid by local sources before requesting reimbursement from the Department.
- c. Reimbursement from the Department is based upon the understanding that Department funds will be paid up to the total Department allocation as agreed upon 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.
- d. Should the Contractor discover an error in a previous reimbursement request, the Contractor shall immediately notify the Department and refund to the Department any funds not authorized for use under this Agreement and any payments or funds advanced to the Contractor in excess of allowable reimbursable expenses.

2. Financial Status Report (FSR) Submission:

Once the Agreement has been signed and accepted, regardless of when this occurs, the Contractor is responsible for preparing and submitting a FSR for each month of the Agreement period, as specified in MAGIC+. The various FSRs are outlined below:

a. Monthly FSR:

Monthly FSRs must be prepared and submitted to the Department in MAGIC+, no later than 30 days after the close of each calendar month. An example is found in Attachment 5, which is part of this agreement through reference. Each month's reimbursement request may only contain expenses from that month. Reimbursement requests that include more than one month's expenditures may not be granted and will be returned to the Contractor for explanation and/or correction and re-submission.

b. Obligation Report:

An Obligation Report, based on annual guidelines, is a one-time FSR and must be submitted by the specified due date in MAGIC+. In this report, the Contractor will provide to the Department an estimate of total expenditures for the MAGIC+ date-specific Agreement period. The information from this report will be used to record the Department's year-end accounts payables and receivables for this Agreement.

c. Final FSR:

A Final FSR is due 30 days following the end of the fiscal year or Agreement period specified in MAGIC+. Final FSRs not received from the Contractor by the due date may result in the loss of funding requested on the Obligation Report and/or a potential reduction in the subsequent year's award, if/when applicable.

3. Unobligated Funds:

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

4. Program Income:

The US DOJ regulations allow Contractors to keep funds (program income) derived from grant activities, so long

as these funds are used for the same purposes as the grant project. In the absence of such regulations, these funds would be required to be returned to the DOJ.

Program income means the gross income earned by the Contractor during the Agreement period as a direct result of the grant project.

All income generated as a direct result of a Department-funded project shall be deemed program income.

Program income may be used to further program objectives under this Agreement or may be refunded to the Department. Program income must be used for the purposes of, and under the conditions applicable to, the award specified in this Agreement. Program income may only be used for allowable program costs.

Asset forfeiture and treatment/lab fees are the most prominent program income derived from grant activity. The DOJ regulations require that program income be held in the custody of a governmental entity, with reporting on those funds to the State Administrative Agency (the Department).

When applicable, Program Income Reports (GRANTS-208B) are to be filed quarterly in MAGIC+.

Any program not earning program income must fill out and submit to the Department a Program Income Waiver Report (GRANTS-208A) in MAGIC+ within 30 days of the acceptance of this Agreement.

5. **Audits:**

This section applies to Contractors designated as subrecipients. Contractors designated as vendors are exempt from the provisions of this section.

a. **Single Audit:**

Contractors that expend \$500,000 or more in federal awards in the current fiscal year or expend \$750,000 or more in federal funds in a fiscal year after December 26, 2014 must submit a Single Audit prepared consistent with the Single Audit Act Amendments of 1996, and Office of Management and Budget (OMB) Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," as revised or 2 C.F.R. 200.501. Contractors must also submit a Corrective Action Plan for any audit findings that impact Department-funded programs and a management letter (if issued) with a response.

b. **Financial Statement Audit:**

Contractors exempt from the Single Audit requirements that receive \$500,000 or more **in total funding** from the Department in state and federal grant funding must submit to the Department a Financial Statement Audit prepared in accordance with generally accepted auditing standards (GAAS). Contractors exempt from the Single Audit requirements that receive less than \$500,000 of total Department grant funding must submit to the Department a Financial Statement Audit prepared in accordance with GAAS if the audit includes disclosures that may negatively impact Department-funded programs including, but not limited to fraud, financial statement misstatements, and violations of contract and grant provisions.

c. **Due Date and Submission Information:**

The required audit and any other required submissions (e.g., Corrective Action Plan and management letter with a response), must be submitted to the Department within nine months after the end of the Contractor's fiscal year to:

Michigan Department of State Police
Grants and Community Services Division
Attn: Grants Coordination Unit
P.O. Box 30634
Lansing, Michigan 48909-0634

d. **Penalty:**

i. **Delinquent Single Audit or Financial Statement Audit:**

If the Contractor does not submit the required Single Audit reporting package, management letter (if issued) with a response, and Corrective Action Plan; or the Financial Statement Audit and management letter (if issued) with a response within nine months after the end of the Contractor's fiscal year and an extension has not been approved by the cognizant or oversight agency for audit, the Department may withhold from the current funding 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 Contractor is more than 120 days delinquent in meeting the filing requirements and an extension has not been approved by the cognizant or oversight agency for audit. The Department may terminate the current grant if the Contractor is more than 180 days delinquent in meeting the filing requirements and an extension has not been approved by the cognizant or oversight agency for audit.

ii. Delinquent Audit Status Notification Letter:

Failure to submit the Audit Status Notification Letter, when required, may result in withholding from the current funding an amount equal to one percent of the audit year's grant funding until the Audit Status Notification Letter is received.

e. Other Audits:

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

E. Performance/Progress/PMT Report Requirements:

The progress reporting methods, as applicable, shall be followed as described in Attachment 4, which is part of this Agreement through reference.

Progress reporting is due no later than 20 days after the end of each quarter through the federal Performance Measurement Tool (PMT) system located at <https://bjapmt.ojp.gov/>. This link, as well as a user login and password, will be provided in MAGIC+ within 45 days of the start date of the Agreement.

When applicable, additional programmatic Progress Reports are due in MAGIC+ no later than 20 days after the end of each quarter.

F. Equipment Purchases and Title:

Any Contractor equipment purchases supported in whole or in part through this Agreement must be listed in an Equipment Inventory Schedule. Equipment means tangible, non-expendable, personal property having 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 Contractor 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.

All purchases supported in whole or in part through this Agreement must use procurement procedures that conform to the Contractor's local requirements.

G. Employee Time Certification:

It is the Contractor's obligation to notify the Department immediately when a Byrne JAG-funded employee (including employees of subcontractors):

- Is disabled or deceases while having been assigned to a grant-funded position;
- Is removed or reassigned from a grant-funded position; and/or,
- Is unable to report to work due to injury or illness not related to job performance (and is not replaced within 30 days by another employee).

The Contractor's failure to comply with notification to the Department could result in loss of position funding from the Department.

All Agreement-funded employees, including employees of subcontractors, will complete and submit to the Contractor an executed GRANTS-214, Employee Time Certification form (Attachment 6). The Contractor will

submit the certifications to the Department semi-annually, by attaching this fully executed form to their e-grant in MAGIC+. This form will be provided to the Contractor by the Department.

H. 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. Assure that all terms of this Agreement will be appropriately adhered to and that records and detailed documentation for the project or program identified in this Agreement will be maintained (may be off site) for a period of not less than four years from the date of grant closure, the date of submission of the Final FSR, or until litigation and audit findings have been resolved. All retention record guidelines set by the local jurisdiction (Contractor) must be adhered to if they require additional years beyond retention guidelines stated herein.

I. Authorized Access:

Permit upon reasonable notification and at reasonable times, access by authorized representatives of the Department, Program Evaluators (contracted by the Department), Federal Grantor Agency, Comptroller General of the United States and State Auditor General, or any of their duly authorized representatives, to records, files, and documentation related to this Agreement, to the extent authorized by applicable state or federal law, rule, or regulation.

The Department may conduct on-site monitoring visit(s) and/or grant audit(s) any time during the grant period. All grant records and personnel must be made available during any visit, including subcontractors, if requested.

The Department may request that a funded program be evaluated by an outside evaluation team contracted by the Department. Contractors shall work cooperatively with the evaluation team in such a manner that the program be able to be fully reviewed and assessed.

J. Subcontractor/Vendor Monitoring:

The Contractor must ensure that each of its subcontractors comply with the Single Audit Act of 1984, as amended, 31 U.S.C. 7501 *et seq.* requirements and must issue management decisions on audit findings of their subcontractors as required by OMB Circular A-133. The Contractor is responsible for reviewing all single audit adverse findings and ensuring that corrective actions are implemented. The Contractor will ensure subcontractors forward all single audits covering grant funds administered through the Department to the Contractor.

The Contractor must ensure that subgrantees are expending grant funds appropriately as approved in the MAGIC+ application and as specified through this Agreement, and must conduct monitoring activities to ensure compliance with all associated laws, regulations, and provisions as well as ensure that performance goals are achieved. The Contractor must ensure compliance for for-profit subcontractors as required by OMB Circular A-133, Section 210(e). The Contractor must ensure that transactions with vendors comply with laws, regulations, and provisions of contracts or grant agreements in compliance with OMB Circular A-133, Section 210(f).

1. Subcontracts:

Assure for any subcontracted service, activity or product:

- a. That the Contractor will submit copies of all executed subcontracts in MAGIC+ within 60 days of the execution of this Agreement. Subcontracts should cover all personnel contained in the "contractual" line item within the grant budget. Each listed agency shall have its own subcontract signed by the Contractor and an employee of the subcontracted agency that is authorized to enter into legally binding contracts for the entity receiving funds. The failure to submit these documents to the Department within 60 days may result in withholding future payment or other penalties, as determined by the Department.
- b. That a written subcontract is executed by all affected parties prior to the initiation of any new subcontract activity. Exceptions to this policy may be granted by the Department upon written request within 30 days of execution of this Agreement.

- c. That any executed subcontract to this Agreement shall require the subcontractor to comply with all applicable terms and conditions of this Agreement, including all Certifications and Assurances referenced in this Agreement.
- d. That, 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:
 - i. Contains additional non-conflicting provisions not set forth in this Agreement;
 - ii. Restates provisions of this Agreement to afford the Contractor the same or substantially the same rights and privileges as the Department; or,
 - iii. Requires the subcontractor to perform duties and/or services in less time than that afforded the Contractor in this Agreement.
- e. That the subcontract does not affect the Contractor's accountability to the Department for the subcontracted activity.
- f. That any billing or request for reimbursement for subcontract costs is supported by a valid subcontract and adequate source documentation on costs and services. All subcontractors must submit requests for reimbursement to the Contractor in a timely manner such that the Contractor can include these requests on the proper month's FSR. **Subcontractors must be paid within 30 days of receipt of invoice by the subcontractor.**

K. Notification of Modifications:

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

L. Software Compliance:

The Contractor must ensure software compliance and compatibility with the Department's data systems for services provided under this Agreement including, but not limited to: stored data, databases and interfaces for the production of work products, and reports. All required data under this Agreement shall be provided in an accurate and timely manner without interruption, failure, or errors due to the inaccuracy of the Contractor's business operations for processing date/time data.

M. Human Subjects:

The Contractor agrees that prior to the initiation of research, the Contractor will submit Institutional Review Board (IRB) application material for all research involving human subjects conducted in programs sponsored by the Department or in programs which receive funding from or through the state of Michigan, to a federally assured IRB for review and approval. All paperwork involving the IRB must be submitted to the Department.

N. Notification of Criminal or Administrative Investigations/Charges:

If any employee of the Contractor associated with this grant project becomes aware of a criminal or administrative investigation or charge that directly or indirectly involves grant funds referenced in this Agreement, the Contractor shall immediately notify the Department's contract manager in writing that such an investigation is ongoing or that a charge has been issued.

O. Byrne JAG Local Funding:

The Contractor, and all of its subcontractors, must apply for any and all direct Byrne JAG funding from the DOJ for which it is eligible. The failure to submit the application is reason for termination of this Agreement.

IX. Department Responsibilities:

The Department, in accordance with the general purposes, objectives, and terms and conditions of this Agreement, will provide reimbursement based upon appropriate reports, records, and documentation maintained by the Contractor.

X. Department Contract Manager/Administrator of the Agreement:

The individual acting on behalf of the Department in administering this Agreement as the Contract Manager is :

Ms. Nancy Becker Bennett, Division Director
Michigan State Police
Grants and Community Services Division
P.O. Box 30634
Lansing, MI 48909-0634

Telephone: 517-284-3208
Fax: 517-284-3216
Email: becker@nichigan.gov

XI. Agreement Suspension/Termination:

The Department and/or the Contractor may suspend and/or terminate this Agreement without further liability or penalty to the Department for any of the following reasons:

- A. This Agreement may be suspended by the Department if any of the terms of this Agreement are not adhered to . Suspension requires immediate action by the Contractor to comply with the terms of this Agreement ; otherwise, termination by the Department may occur.
- B. Failure of the Contractor to make satisfactory progress toward the goals, objectives, or strategies set forth in the Agreement.
- C. Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding.
- D. Filing false certification in this Agreement or other report or document .
- E. This Agreement may be terminated by either party by giving 15 days written notice to the other party. Such written notice will provide valid, legal reasons for termination along with the effective date .
- F. This Agreement may be terminated immediately if the Contractor , an official of the Contractor , or an owner is convicted of any activity referenced in Section VIII, N, of this Agreement during the term of this Agreement or any extension thereof.

XII. Final Reporting Upon Termination:

Should this Agreement be terminated by either party , within 30 days after the termination, the Contractor 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 Contractor for allowable reimbursable costs not covered by previous payments or other state or federal programs. The Contractor shall immediately refund to the Department any funds not authorized for use and any payments or funds advanced to the Contractor in excess of allowable reimbursable expenditures.

XIII. Severability:

If any provision of this Agreement or any provision of any document attached to or incorporated by reference is waived or held to be invalid, such waiver or invalidity shall not affect other provisions of this Agreement .

XIV. Liability:

- A. All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Contractor in the performance of this Agreement shall be the responsibility of the Contractor, and not the responsibility of the Department, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Contractor, any subcontractor, or anyone directly or indirectly employed by the Contractor, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Contractor or its employees by statute or court decisions.
- B. All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by the Department in the performance of this Agreement shall be the responsibility of the Department , and not the responsibility of the Contractor, if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any Department employee or agent, provided that nothing herein shall be construed as a waiver of any governmental

immunity by the state of Michigan, its agencies (the Department), or employees as provided by statute or court decisions.

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

XV. Certifications and Assurances:

- A. This Agreement is valid upon approval and execution by the Department.
- B. This Agreement is conditionally approved subject to and contingent upon the availability of funds.
- C. The Department will not assume any responsibility or liability for costs incurred by the Contractor prior to the full execution of this Agreement.

XVI. Certifications and Assurances:

These Certifications and Assurances are applicable to the Contractor and all subcontractors of the Contractor. It is the Contractor's responsibility to ensure that subcontractors are adhering to the Certifications and Assurances. Failure to do so may result in termination of grant funding or other remedies.

A. Certifications:

Contractors should refer to the regulations cited below to determine the certification to which they are required to attest. Acceptance of this Agreement provides for compliance with certification requirements under 28 C.F.R. Part 69, "New Restrictions on Lobbying," 28 C.F.R. Part 67, "Government-wide Debarment and Suspension (Non-procurement)," and 28 C.F.R. Part 83, "Government-wide Requirements for Drug-Free Workplace (Grants)."

B. Lobbying:

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 C.F.R. Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 C.F.R. Part 69, the Contractor certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and,
3. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

C. Debarment, Suspension and Other Responsibility Matters (Direct Recipient):

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

1. The Contractor certifies that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or 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, or receiving stolen property;
- c. Have not within a two-year period preceding this application been convicted of a felony criminal violation under any federal law, unless such felony criminal conviction has been disclosed in writing to the Office of Justice Programs (OJP) at ojpcompliance@usdoj.gov, and, after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Department and U.S. Government in this case.
- d. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
- e. Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

D. Federal Taxes:

If the applicant is a corporation, the applicant certifies that either (1) the corporation has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to OJP at ojpcompliance@usdoj.gov, and after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Department and U.S. Government in this case.

E. Drug-Free Workplace:

1. As required by the Drug-Free Workplace Act of 1988, and implemented at 28 C.F.R. Part 83, Subpart F, as defined at 28 C.F.R. Sections 83.620 and 83.650 the Contractor certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and,
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) of this section.
 - d. Notifying the employee in the statement required by paragraph (a) of this section that, as a condition of employment under the grant, the employee will:

- i. Abide by the terms of the statement; and,
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- e. Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d) (ii) of this section from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

Department of Justice
Office of Justice Programs
Attn: Control Desk
810 7th Street, N.W.
Washington, D.C. 20531

Notice shall include the identification number(s) of each affected grant.

- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(ii) of this section, with respect to any employee who is so convicted:
- i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or,
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency.
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (a), (b), (c), (d), (e), and (f) above.

F. Standard Assurances:

The Contractor hereby assures and certifies compliance with all applicable federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Executive Order 12372 (Intergovernmental Review of Federal Programs); and, 28 C.F.R. Parts 66 or 70 (administrative requirements for grants and cooperative agreements). The Contractor also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. Parts 18, 22, 23, 30, 35, 38, 42, 61 and 63, and the award term in 2 C.F.R. § 175.15(b).
4. It will assist the awarding agency, if necessary, in assuring compliance with section 106 of the National Historic Preservation Act of 1966, 16 U.S.C. § 470, Executive Order 11593 (Protection and Enhancement of the Cultural Environment), the Archeological and Historical Preservation Act of 1974, 16 U.S.C. § 469 a-1 *et seq.*, and the National Environmental Policy Act of 1969, 42 U.S.C. § 4321.
5. It will comply with Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), Executive Order 13559 (Fundamental Principles and Policymaking Criteria for Partnerships With Faith-based and Other Neighborhood Organizations), and the DOJ regulations on the Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part 38, which prohibits recipients from using DOJ financial assistance on inherently or explicitly religious activities and from discriminating in the delivery of services on the basis of religion. Programs and activities must be carefully structured to ensure that DOJ financial assistance is not being used for

literature, classes, meetings, counseling sessions, or other activities that support twelve-step programs, which are considered to be religious in nature. The twelve-step programs must take place at a separate time or location from the activities supported with DOJ financial assistance and the participation of beneficiaries in twelve-step programs is strictly voluntary. It must make clear to any and all vendors and program participants that twelve-step programming is separate and distinct from DOJ-funded activities. It must also ensure that participants are not compelled to participate in twelve-step programs and cannot penalize a participant who chooses not to participate in a twelve-step program. It must ensure that employees fully funded by DOJ are not involved with twelve-step programs whereby they are instructing or indoctrinating clients on the twelve steps. Employees of the Contractor or subcontractor shall clearly document the number of hours spent on secular activities associated with the DOJ-funded program and ensure that time spent on twelve-step programs is completely separate from time spent on permissible secular activities. In addition, at least one secular program must be provided as an alternative to twelve-step programming.

6. It will provide meaningful access to grant-funded programs and activities to Limited English Proficient (LEP) persons in accordance with Title VI of the Civil Rights Act of 1964 and the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. § 3789d. For a detailed discussion of the requirement to provide meaningful access to LEP persons, refer to the guidance issued by the DOJ on this matter entitled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons," 67 FR 4155-01 (June 18, 2002).

It will comply and require any and all subcontractors to comply with any applicable statutorily-imposed nondiscrimination requirements, including the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. § 3789d; the Victims of Crime Act of 1984, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 2002, 42 U.S.C. § 5672(b); the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*; the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart C; the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart D; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart G; Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132); the DOJ implementing regulations at 28 C.F.R. Part 35; the Rehabilitation Act of 1973, 29 U.S.C. § 794; the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131-34; Title IX of the Education Amendments of 1972, 20 U.S.C. §§1681, 1683, 1685-86; and, the Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-07; The DOJ regulations on the Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part 38; The Michigan Elliott-Larsen Civil Rights Act, MCL 37.2101 *et seq.*; and the Michigan Persons With Disabilities Civil Rights Act, MCL 37.1101 *et seq.*

a. Notification:

It may not discriminate in employment on the basis of race, color, national origin, religion, sex, and disability and may not discriminate in the delivery of services or benefits on the basis of race, color, national origin, religion, sex, disability, and age. These laws also prohibit retaliation against an individual for taking action or participating in action to secure rights protected by these laws. It shall notify all clients, customers, program participants, or consumers of the types of prohibited discrimination, as well as the complaint procedures, in writing. Notification may include placing posters in an area that may be easily viewed by all and/or providing a paper copy to each of the listed types of individuals. It shall forward all discrimination complaints to the Department as described in the complaint procedures in Attachment 7. Subcontractors, clients, customers, program participants or consumers may also report complaints to the Office of Justice Programs (OJP)/Office for Civil Rights (OCR) or the Michigan Department of Civil Rights (MDCR) directly, as outlined in Attachment 7, but the Contractor shall notify the Department of the complaint as soon as the complaint is known. In the event that a Federal or State court, or Federal or State Administrative Agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against the Contractor or subcontractor, the Contractor shall forward a copy of the finding to the OJP/OCR and the Department.

b. Training:

Any and all DOJ-funded employees of the Contractor and subcontractors shall receive periodic training at least once every contract year regarding the responsibility of the entities to comply with applicable federal civil rights laws as a recipient of federal funds. The Department shall provide the Contractor with access to training developed by the OJP/OCR, which may be found at <https://www.ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm>. The DOJ-funded employees of the Contractor shall complete the required training within 90 days of the start date of this Agreement and certify that the required training has been completed by signing the OCR Compliance Training Form. New employees shall

complete the required training and provide a signed OCR Compliance Training Form to the Department within 90 days of the date of hire.

c. Monitoring:

The Department shall ensure that the Contractor is complying with all applicable civil rights laws and procedures by completing the Civil Rights Compliance Questionnaire, see Attachment 8, with the Contractor during site monitoring visits and desk audits.

7. It shall determine if an Equal Employment Opportunity Plan (EEOP) is required, pursuant to 28 C.F.R. 42.301 *et seq.* If the Contractor is not required to formulate an EEOP, a certification form shall be sent to the OJP/OCR and the Office of Personnel Management (OPM) indicating that an EEOP is not required. If the Contractor is required to develop an EEOP, but is not required to submit the EEOP to the OCR, a certification form shall be sent to the OCR and the Department certifying that an EEOP is on file which meets the applicable requirements. If the Contractor is awarded a grant of \$500,000 or more, and has 50 or more employees, a copy of the EEOP shall be submitted to the OJP/OCR and OPM. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption (a copy of the form shall be submitted to the OPM). Additional information about the EEOP requirements may be found at <https://www.ojp.gov/about/ocr/eeop.htm>.
8. If the Contractor is a governmental entity:
 - a. It will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, 42 U.S.C. § 4601 *et seq.*, which governs the treatment of persons displaced as a result of federal and federally-assisted programs; and,
 - b. It will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

G. Non-Supplanting:

It is imperative that the Contractor understand that the nonsupplanting requirement mandates that grant funds may be used only to supplement (increase) a Contractor's budget, and may not supplant (replace) state, local or tribal funds that a Contractor, inclusive of any subcontractors, otherwise would have spent on positions and/or any other items approved in the Grant Budget if it had not received a grant award.

This means that if your agency plans to:

1. Hire new positions (including filling existing vacancies that are no longer funded in your agency's budget), it must hire these additional positions on or after the official grant award start date, above its current budgeted (funded) level of positions.
2. Rehire personnel who have already been laid off (at the time of application) as a result of state, local, or tribal budget cuts, it must rehire the personnel on or after the official grant award start date, and maintain documentation showing the date(s) that the positions were laid off and rehired.
3. Maintain personnel who are (at the time of application) currently scheduled to be laid off on a future date as a result of state, local, or tribal budget cuts, it must continue to fund the personnel with its own funds from the grant award start date until the date of the scheduled lay-off and maintain documentation showing the date(s) and reason(s) for the lay-off. For example, if the grant award start date is July 1 and the lay-off is scheduled for October 1, then the grant funds may not be used to fund the officers until October 1, the date of the scheduled layoff.

Please note that as long as your agency can document the date that the lay-off(s) would occur if the grant funds were not available, it may transfer the personnel to the grant funding on or immediately after the date of the lay-off without formally completing the administrative steps associated with a lay-off for each individual personnel.

4. Documentation that may be used to prove that scheduled lay-offs are occurring for local economic reasons that are

unrelated to the availability of grant funds may include (but are not limited to) council or departmental meeting minutes, memoranda, notices, or orders discussing the lay-offs; notices provided to the individual personnel regarding the date(s) of the layoffs; and/or budget documents ordering departmental and/or jurisdiction-wide budget cuts. These records must be maintained with your agency's grant records .

H. Hatch Political Activity Act and Intergovernmental Personnel Act:

The Contractor will comply with the Hatch Act of 1939, 5 U.S.C. 1501-08, and the Intergovernmental Personnel Act of 1970, as amended by Title VI of the Civil Service Reform Act of 1978, 42 U.S.C. 4728. 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.

I. Health Insurance Portability and Accountability Act of 1996:

To the extent that the Health Insurance Portability and Accountability Act (HIPAA) of 1996 is pertinent to the services that the Contractor provides to the Department under this Agreement, the Contractor assures that it is in compliance with the HIPAA requirements including the following:

1. The Contractor must not share any protected health data and information provided by the Department that falls within the HIPAA requirements except to a subcontractor, as appropriate under this Agreement.
2. The Contractor must require the subcontractor not to share any protected health data and information from the Department that falls under the HIPAA requirements in the terms and conditions of the subcontract .
3. The Contractor must only use the protected health data and information for the purposes of this Agreement .
4. The Contractor 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 Contractor's employees .
5. The Contractor must have a policy and procedure to report to the Department unauthorized use or disclosure of protected health data and information that falls under the HIPAA requirements of which the Contractor becomes aware.
6. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Section XI, Agreement Suspension/Termination, above.
7. In accordance with the HIPAA requirements, the Contractor is liable for any claim, loss, or damage relating to unauthorized use or disclosure of protected health data and information received by the Contractor from the Department or any other source.

XVII. Unallowable Expenses and Activities:

- Costs in applying for this grant (e.g., consultants, grant writers).
- Any expenses incurred prior to the date of this Agreement.
- Any administrative costs not directly related to the administration of this Agreement .
- Indirect costs rates or indirect administrative expenses (only direct costs permitted).
- Personnel, including law enforcement officers, not connected to the project to which this Agreement refers .
- Lobbying or advocacy for particular legislative or administrative reform.
- Fundraising and any salaries or expenses associated with it.
- Legal fees.
- All travel including first class or out-of-state travel, unless prior approval by the Department is received.
- Promotional items, unless prior approval by the Department is received.
- One-time events, prizes, or entertainment (e.g., tours, excursions, amusement parks, sporting events), unless prior approval by the Department is received.
- Honorariums.

- Management or administrative training or conferences, unless prior approval by the Department is received.
- Management studies or research and development (costs related to evaluation are permitted).
- Fines and penalties.
- Losses from uncollectible bad debts.
- Purchases of land.
- Memberships and agency dues, unless a specific requirement of the project, unless prior approval by the Department is received.
- Compensation to federal employees.
- Military-type equipment such as armored vehicles, explosive devices, and other items typically associated with the military arsenal.
- Purchasing of vehicles, vessels, or aircraft.
- Construction costs and/or renovation, including remodeling.
- Service contracts and training beyond the expiration of this Agreement.
- Informant fees, rewards, or buy money.
- Expert witness fees.
- Canines and horses, including any food and/or supplies relating to the upkeep of law enforcement animals.
- Livescan devices for applicant prints including any related supplies.
- Weapons, including tasers.
- Food, refreshments, and snacks.

Note: No funding can be used to purchase food and/or beverages for any meeting, conference, training, or other event. Exceptions to this restriction may be made only in cases where such sustenance is not otherwise available (e.g., extremely remote areas), or where a special presentation at a conference requires a plenary address where there is no other time for sustenance to be attained. Such an exception would require prior approval from the Department and the DOJ. This restriction does not apply to water provided at no cost, but does apply to any and all other refreshments, regardless of the size or nature of the meeting. Additionally, this restriction does not impact direct payment of per diem amounts to individuals in a travel status under your organization's travel policy.

XVIII. Conditions on Expenses:

Costs must be reasonable and necessary. If required by the local jurisdiction, costs must be sustained by competitive bids. All contracts and subcontracts require prior approval by the Department. If detailed information is not included as part of the application process, the Contractor must submit a request seeking approval once the subcontractors are identified.

Individual consultant fees are limited to \$650 (excluding travel, lodging, and meal costs) per day, which includes legal, medical, psychological and accountant consultants. If the rate will exceed \$650 for an eight-hour day, prior written approval is required from the Department. Compensation for individual consultant services is to be responsible and consistent with that paid for similar services in the marketplace.

XIX. Conflict of Interest:

The Contractor and Department are subject to the provisions of 1968 PA 317, as amended, MCL 15.321 *et seq.*, and 1973 PA 196, as amended, MCL 15.341 *et seq.*

XX. State of Michigan Agreement:

This is a state of Michigan agreement and is governed by the laws of Michigan. Any dispute arising as a result of this Agreement shall be resolved in the state of Michigan.

XXI. Compliance with Applicable Laws:

The Contractor will comply with applicable federal and state laws, guidelines, rules, and regulations in carrying out the terms of this Agreement. The Contractor will also comply with all applicable general administrative requirements such as OMB Circulars covering cost principles, grant/agreement principles, and audits in carrying out the terms of this Agreement.

XXII. Special Certification:

The individual electronically accepting this Agreement certifies by his/her acceptance that he/she is authorized to sign this Agreement on behalf of the Contractor.

XXIII. Contractor Signature:

The Authorized Official's typed name below, in lieu of signature, represents the Contractor's legal acceptance of the terms of this Agreement, including Certifications and Assurances agreed to prior to application submission .

Name of Authorized Official	Title of Authorized Official
Robert Backus	Captain

GRANT SUMMARY

Attachment 1

JAG-72460-Lansing Police Department-2022

The Capital Area Response Effort (CARE) and the Lansing Police Department (LPD) propose enhancing services offered by the CARE Program, who provide advocacy to victims of intimate partner violence in six different jurisdictions in Ingham County, Michigan. The overall goal of this project is to promote victim safety and expand the partnership between CARE and its' law enforcement partners.

STATEMENT OF WORK

JAG-72460-Lansing Police Department-2022

The Capital Area Response Effort (CARE Program) and the Lansing Police Department (LPD) propose enhancing the existing law enforcement-based advocacy program (CARE) by offering additional resources to victims that must flee from their homes due to the violence, such as emergency hotel stays, gas/gift cards, security deposit assistance to relocate, and cell phones with pre-paid minutes. Additional resources will also be offered to victims who are unable to flee from their homes due to a variety of reasons. Such resources include home-based security systems, lock changes, and process servers to serve personal protection orders to offenders. If this proposal is granted, CARE will hire one additional staff person to administer the new hotel program and provide advocacy to victims.

The CARE Program is a 3-person civilian unit of victim advocates and 20-25 volunteers that function as a post-arrest response team for victims of intimate partner violence. The CARE Program currently provides services including but not limited to:

- Immediate on-scene advocacy to victims identified by law enforcement partners after an arrest has been made
- Court Accompaniment/Support
- Court Hearing Notification
- Assistance with Victim Impact Statements
- Safety Planning
- Community Referrals for counseling, legal services and shelter
- Transportation
- Information On Crime Victims' Rights
- Information About the Criminal Justice Process
- Assistance with a Personal Protection Order (PPO)
- Assistance with Filing for Crime Victims Compensation
- Assistance with housing
- Food pantry
- Clothing closet
- Personal hygiene items and cleaning supplies
- Computer lab for use at CARE office
- Case management

If this proposal is granted, CARE will also offer these services:

- Emergency hotel stays
- Grocery store gift cards (Meijer, Kroger) for food, clothing, diapers, etc.
- Gas cards
- Home security systems/Door and window repair
- Lock changes
- Process serving for personal protection orders
- Cell phones/pre-paid minutes
- Assistance with a security deposit

CARE responds to calls from police dispatch following the arrest of a suspect between 8:00 AM-1:00 AM. Any calls received after 1:00 AM are responded to the next morning at 8:00 AM. CARE is dispatched out to calls by the Lansing, East Lansing, Lansing Township, Meridian Township, Michigan State University police departments, the Ingham County Sheriff's Office and Sparrow Hospital. At this initial intervention, advocates access the victim's concerns and create a plan, which includes an explanation of the resources offered by the CARE Program. The advocate and the victim collaborate to decide how best to move forward.

If this proposal is granted, victims will have more ways to plan for their safety. For instance, if it is decided through thorough safety planning with an advocate that the victim would like to stay in the home, the advocate will offer an immediate lock change and/or security system. Furthermore, the advocate will offer assistance filling out and filing for a personal protection order, and if the victim needs assistance serving the order, the CARE Program will provide a process server. If the victim's phone was broken by the offender during the assault or the victim is without a cell phone, the CARE Program will provide them with a cell phone and pre-paid minutes should they need to call law

STATEMENT OF WORK

enforcement in an emergency. With a phone to access to the internet, the victim can apply for state assistance, employment, and housing.

If it is decided through thorough safety planning with an advocate that the victim and children would be safest outside of the home, the CARE Program will offer transportation to a safe location and work with them in the days and weeks following to create a long-term plan and assist with relocation. If this proposal is granted, the CARE Program will be able to transport the victim and children to a hotel for up to 30 days. A Victim Advocate/Caseworker will be hired to coordinate the hotel program and provide advocacy and case management to victims. The Victim Advocate/Caseworker will work with victims staying in the hotel program. The CARE Program will be working with two local hotels: Causeway Bay Hotel and the Quality Inn University. Each hotel is situated within walking distance of a grocery store and a bus stop. Each hotel has security cameras and parking lots that are not visible from the street. The Victim Advocate/Caseworker will provide each victim that stays in the hotel program with referrals to community resources and, if needed, a cell phone, a grocery store gift card, and a gas card. CARE will assist the survivor seek long term housing by applying for rental assistance programs/housing programs and will provide financial assistance with a security deposit.

After the initial crisis intervention, the CARE Program is in a unique position to provide a variety of follow-up services to survivors of domestic violence. The CARE staff/volunteers develop a trusting relationship between the survivor and CARE during their initial visit. As a result, CARE is better able to assist victims of crime to stabilize their lives after victimization, restore a measure of safety and security, as well as, assist victims to understand and participate in the criminal justice system.

The Lansing Police Department (LPD) will be made aware of the additional resources available at the CARE Program, and may call CARE when a suspect has NOT been arrested, but believes the victim may be in need of resources to increase their safety while law enforcement searches for the suspect. LPD will follow the protocol already in place to reach the on-call advocate and collaborate with them to serve the victim.

JAG-72460-Lansing Police Department-2022

First Quarter:

In the first quarter, the CARE Director will secure written contracts with hotels in the area for the hotel program: Causeway Bay Hotel and Quality Inn University. Both have provided verbal commitments to a partnership. CARE Director would consider other options if needed. Contracts will include a list of rules for guests staying in shelter, a special rate offered by the hotel, and policies and procedures. CARE will hire the new staff person who will work with the director on policies and procedures of the hotel program. Victim Advocate/Hotel Program Coordinator will create surveys and data collection tools to collect feedback from program participants and track the success of the program.

Victim Advocate/Hotel Program Coordinator - \$11,936
Hotel stays - \$13,064

Second Quarter:

Victim Advocate/Hotel Program Coordinator and CARE Director will meet to assess survey feedback, review program policies and procedures, and discuss the budget and expenditures.

Victim Advocate/Hotel Program Coordinator - \$11,936
Hotel stays - \$13,064

CARE will place victims in the hotel program for 2-4 weeks. 21 days @ \$70 per day = \$1,470 per participant. 9-10 victims will participate. Causeway Bay Hotel and Quality Inn University will offer a discounted rate of \$66.50-\$77.50 per night.

Security systems/door/window replacements - 1,000
Lock changes - \$750
Gas cards and gift cards - \$2,000

Third Quarter:

Victim Advocate/Hotel Program Coordinator and the CARE Director will meet to review the budget and measure the success of the program up to this point. CARE Director and Victim Advocate/Hotel Program Coordinator will meet to review repeat calls for service for victims who participated in the hotel program.

Victim Advocate/Hotel Program Coordinator - \$11,936(3 months salary plus benefits)
Hotel stays - \$13,064

CARE will place victims in the hotel program for 2-4 weeks.

Security systems/door/window replacements - 1,000
Lock changes - \$750
Gas cards and gift cards - \$2,000 (Kroger by Quality Inn University and Meijer by Causeway Bay Hotel for hotel program)

Fourth Quarter:

In the fourth quarter, the Victim Advocate/Hotel Program Coordinator and the CARE Director will meet to review the budget and measure the success of the program up to this point. CARE Director and Victim Advocate/Hotel Program Coordinator will meet to review repeat calls for service for victims who participated in the hotel program.

Victim Advocate/Hotel Program Coordinator - \$11,936
Hotel stays - \$13,064

CARE will place victims in the hotel program for 2-4 weeks.

Security systems/door/window replacements - 1,000
Lock changes - \$750 (\$100-\$135 through A & L Locksmith, who already has a relationship with CARE = 6-7 lock changes)

**MICHIGAN STATE POLICE
GRANTS MANAGEMENT DIVISION
PROGRAM BUDGET SUMMARY**

Attachment 3-A

MSP PROJECT # JAG-72460-Lansing Police Department-2022

View at 100% or Larger

Use **WHOLE DOLLARS** Only

PROGRAM Lansing Police CARE Program			DATE PREPARED 10/19/2021		Page 1	Of 1
CONTRACTOR NAME City of Lansing			BUDGET PERIOD From: 10/01/2021 To: 09/30/2022			
MAILING ADDRESS (Number and Street) 124 W. Michigan Ave.			BUDGET AGREEMENT AMENDMENT # [] ORIGINAL [] AMENDMENT			
CITY Lansing	STATE Michigan	ZIP CODE 48933	FEDERAL ID NUMBER 38-6004628			

EXPENDITURE CATEGORY				TOTAL BUDGET
1. SALARIES & WAGES	\$42,640.00	\$0.00		\$42,640.00
2. FRINGE BENEFITS	\$5,096.00	\$0.00		\$5,096.00
3. TRAVEL	\$0.00	\$0.00		\$0.00
4. SUPPLIES & MATERIALS	\$17,000.00	\$0.00		\$17,000.00
5. CONTRACTUAL (Subcontracts/Subrecipients)	\$58,256.00	\$0.00		\$58,256.00
6. EQUIPMENT	\$0.00	\$0.00		\$0.00
7. OTHER EXPENSES	\$5,000.00	\$0.00		\$5,000.00
8. TOTAL DIRECT EXPENDITURES (Sum of Lines 1-7)	\$127,992.00	\$0.00		\$127,992.00
9. TOTAL EXPENDITURES	\$127,992.00	\$0.00		\$127,992.00

SOURCE OF FUNDS				
10. STATE AGREEMENT	\$127,992.00			\$127,992.00
11. LOCAL		\$0.00		\$0.00
14. TOTAL FUNDING	\$127,992.00	\$0.00		\$127,992.00

**MICHIGAN STATE POLICE
GRANTS MANAGEMENT DIVISION
PROGRAM BUDGET - COST DETAIL SCHEDULE
MSP PROJECT # JAG-72460-Lansing Police Department-2022**

PROGRAM Lansing Police CARE Program		BUDGET PERIOD		DATE PREPARED 10/19/2021
		From: 10/01/2021	To: 09/30/2022	
CONTRACTOR NAME City of Lansing		BUDGET AGREEMENT		AMENDMENT # N/A
		ORIGINAL	AMENDMENT	

1. SALARY & WAGES POSITION DESCRIPTION	COMMENTS	POSITIONS REQUIRED	TOTAL SALARY
Victim Advocate/Hotel Program Coordinator	\$20.50 an hour		42640.0000
	1. TOTAL SALARY & WAGES:		42640.0000

2. FRINGE BENEFITS (Specify)					
FICA	LIFE INS.	DENTAL INS.	COMPOSITE RATE	N/A	
X UNEMPLOY INS.	VISION INS.	WORK COMP.	AMOUNT	%	
RETIREMENT	HEARING INS.				
HOSPITAL INS.	X OTHER (specify)	<u>Health Insurance Stipend</u>			
2. TOTAL FRINGE BENEFITS:					5096.0000

3. TRAVEL	
3. TOTAL TRAVEL:	

4. SUPPLIES & MATERIALS	
Home Security Systems/Door Repair	
Gas and gift cards	
Cell phones and pre-paid minutes	
4. TOTAL SUPPLIES & MATERIALS:	17000.0000

5. CONTRACTUAL (Specify Subcontracts/Subrecipients)			
<u>Name</u>	<u>Address</u>	<u>Amount</u>	
Causeway Bay Hotel	6820 S Cedar St Lansing Michigan 48911	26128.0000	
Judicial Services Group (JSG)	401 S Jackson St, Jackson, MI 49201 Jackson Michigan 49201	3000.0000	
Quality Inn University	3121 E Grand River Rd Lansing Michigan 48912	26128.0000	
A & L Locksmith	415 W Mt Hope Ave Lansing Michigan 48910	3000.0000	
5. TOTAL CONTRACTUAL:			58256.0000
6. EQUIPMENT (Specify items)			
6. TOTAL EQUIPMENT:			
7. OTHER EXPENSES			
Security Deposits			
7. TOTAL OTHER:			5000.0000
8. TOTAL DIRECT EXPENDITURES (Sum of Totals 1-7)		8. TOTAL DIRECT EXPENDITURES:	127992.0000
9. TOTAL EXPENDITURES (Sum of lines 8-9)			127992.0000
Use Additional Sheets as Needed			

PERFORMANCE/PROGRESS/PMT REPORT REQUIREMENTS

A. The Contractor shall submit the following reports on the following dates:

Performance Management Tool (PMT) reporting will take place no later than 20 days after the end of each quarter through the federal PMT system located at: <http://www.bjaperformancetools.org>

Additional quarterly progress reports are also required by all Byrne JAG grantees. In addition to the PMT report, grantees must complete the individualized quarterly progress report supplied by the MSP Byrne JAG Section. These reports are available on www.michigan.gov/cjgrants. This report is also due by the 20th of the month following each quarter and must be attached to MAGIC+.

Quarterly due dates are outlined below:

1st Quarter: October 1, 2021 through December 31, 2021	Due Date: January 20, 2022
2nd Quarter: January 1, 2022 through March 31, 2022	Due Date: April 20, 2022
3rd Quarter: April 1, 2022 through June 30, 2022	Due Date: July 20, 2022
4th Quarter: July 1, 2022 through September 30, 2022	Due Date: October 20, 2022

Personnel Time Certifications for grantees paying for personnel with grant funds are due 20 days following every six months.

Personnel Time Certifications are due:

- 1st six months due on July 20, 2022
- 2nd six months due on October 20, 2022

Financial Status Reports (FSR) must be submitted on a monthly basis, no later than 30 days after the close of each calendar month. Requests for reimbursement must be submitted for the month in which payment by your agency was made. Dates are outlined below:

10/01/21 - 10/31/21	Due 11/30/21
11/01/21 - 11/30/21	Due 12/30/21
12/01/21 - 12/31/21	Due 01/30/22
01/01/22 - 01/31/22	Due 02/28/22
02/01/22 - 02/28/22	Due 03/30/22
03/01/22 - 03/31/22	Due 04/30/22
04/01/22 - 04/30/22	Due 05/30/22
05/01/22 - 05/31/22	Due 06/30/22
06/01/22 - 06/30/22	Due 07/30/22
07/01/22 - 07/31/22	Due 08/30/22
08/01/22 - 08/31/22	Due 09/30/22
09/01/22 - 09/30/22	Due 10/30/22

An Obligation Report is due no later than August 31. If a Final FSR has been submitted prior to this date, an Obligation Report is not required. The Obligation Report should only include expenditures your agency has obligated for the month of September. Expenses on this report must be obligated in September, but may be paid in September or October. The Final FSR will include expenses your agency has actually paid and does not need to equal your obligation report amount, but may not be over.

B. Any such other information as specified in the Statement of Work, Attachment 2, shall be developed and submitted by the Contractor as required by the Contract Manager.

C. The Contract Manager shall evaluate the reports submitted as described in Attachment 4, Items A and B for their completeness and adequacy.

D. The Contractor shall permit the Department or its designee to visit and to make an evaluation of the project as determined by Contract Manager.

**MICHIGAN STATE POLICE
GRANTS MANAGEMENT DIVISION
FINANCIAL STATUS REPORT**

Attachment 5

MSP PROJECT # JAG-72460-Lansing Police Department-2022

Mail Code	Contract Number	Program Code
Contractor Name	Project - Title	
Street Address	Report Period Thru	Date Prepared
City, State, ZIP Code	Agreement Period Thru	FE ID Number

Reasons for Corrections:

Category	Expenditures				Agreement	
	Current Period	Corrections	Previous YTD	Agreement YTD	Budget	Balance
1. Salaries and Wages						
2. Fringe Benefits						
3. Travel						
4. Supplies & Materials						
5. Contracual (Sub-Contracts)						
6. Equipment						
7. Other Expenses						
8. TOTAL DIRECT						
9. Indirect Costs: Rate %						
10. TOTAL EXPENDITURES						
SOURCES OF FUNDS:						
11. State Agreement						
12. Local						
16. TOTAL FUNDING						

CERTIFICATION: I certify that I am authorized to sign on behalf of the grantee agency and that this is an accurate statement of expenditures and collections for the report period. Appropriate documentation is available and will be maintained for the required period to support costs and receipts reported.

Project Director	Financial Director
Telephone Number	Telephone Number

FOR STATE USE ONLY

	AY	INDEX	PCA	OBJ CODE	AMOUNT
1st Source					
2nd Source					

**BYRNE JUSTICE ASSISTANCE (BYRNE JAG) GRANT
RESIDENTIAL SUBSTANCE ABUSE TREATMENT (RSAT) GRANT
EMPLOYEE TIME CERTIFICATION**

AUTHORITY: 1935 PA 59, as amended; **COMPLIANCE:** Voluntary; however, grant funds will be withheld if not submitted to the Michigan State Police (MSP) by the due dates specified below.

Grantee	MSP Grant Number
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REPORTING PERIOD:

☐ **1st Period**
(10/1-3/31) ☐ **2nd Period**
(4/1-9/30)

Record below the period of time the employee worked on each grant program project during the reporting period. For the dates specified, record what percentage of the employee's time was spent working on the grant program project. The percentage of time reported must be supported by time sheets and reflect only actual time worked.

GRANT PROGRAM	DATES		PERCENTAGE OF TIME SPENT DURING SPECIFIED DATES
	FROM:	TO:	
Byrne JAG			%
RSAT			%

CERTIFICATIONS:

Employee places his/her signature below as certification that the information provided above is accurate.
Supervisor, having first-hand knowledge of the work performed by the employee, places his/her signature below, as certification that the information provided above is accurate.

Employee Name	Employee Signature	Date
Supervisor Name	Supervisor Signature	Date

SUBMISSION OF EMPLOYEE TIME CERTIFICATION:

This form must be submitted through your MAGIC+ account with the Grants and Community Services Division. Due dates are April 20 and October 20 of your Grant Agreement year. If you have any questions, please do not hesitate to contact your grant advisor directly.

STATE OF MICHIGAN DEPARTMENT OF STATE POLICE

DATE: August 13, 2013

TO: Department Members

FROM: Nancy Becker Bennett, Director, Grants and Community Services Division (GCSD)

SUBJECT: Discrimination Complaint Procedures for Federal Grant-Funded Projects

I. Purpose

As a condition for receiving funding from the U.S. Department of Justice (DOJ), all recipients and subrecipients of such funding must comply with applicable federal civil rights laws. This document will establish written procedures for MSP employees and DOJ-funded grant subrecipients to follow if a complaint alleging discrimination is received from clients, customers, program participants, or consumers of a MSP subrecipient implementing funding from the DOJ.

II. Policy

Recipients and subrecipients of DOJ funding may not discriminate in employment on the basis of race, color, national origin, religion, sex, and disability. They also may not discriminate in the delivery of services or benefits on the basis of race, color, national origin, religion, sex, disability, and age. The MSP will notify subrecipients of their required compliance with the following statutes and regulations through the interagency agreement:

- The Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-07), Ex. Order 13279 (equal organizations); and 28 C.F.R. Part 38 (U.S. Department of Justice Equal Treatment for Faith-Based Organizations).
- 28 CFR 42.301 et seq, which requires recipients determine if it is required to formulate an Equal Employment Opportunity Plan (EEOP). If the recipient is not required to formulate an EEOP, it will submit a certification form to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), and the Office of Personnel Management (OPM) indicating that it is not required to develop an EEOP. If the recipient is required to develop an EEOP, but is not required to submit the EEOP to the OCR, it will submit a

certification form to the OCR and the MSP certifying that it has an EEOP on file which meets the applicable requirements. If the recipient is awarded a grant of \$500,000 or more and has fifty or more employees, it will submit a copy of its EEOP to the OCR and OPM. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption (a copy of the form should also be submitted to the OPM).

■ Title VI of the Civil Rights Act of 1964 and the Omnibus Crime Control and Safe Streets Act of 1968m, which require subrecipients to provide meaningful access to programs and activities to Limited English Proficient (LEP) persons.

■ The Michigan Elliott-Larsen Civil Rights Act, MCL 37.2101 et. Seq, which prohibits discriminatory practices, policies, and customs in the exercise of those rights based upon religion, race, color, national origin, age, sex, height, weight, familial status, or marital status in Michigan.

■ The Michigan Persons With Disabilities Civil Rights Act, Act 220 of 1976, which defines the civil rights of persons with disabilities; to prohibit discriminatory practices, policies, and customs in the exercise of those rights; to prescribe penalties and to provide remedies; and to provide for the promulgation of rules.

These laws also prohibit agencies from retaliating against an individual for taking action or participating in action to secure rights protected by these laws.

In the event that a Federal or State court, or Federal or State Administrative Agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against the Contractor, subcontractor or vendor, they will forward a copy of the finding will be forwarded to the Office for Civil Rights, Office of Justice Programs and the Department.

The MSP will notify its own employees of their required compliance with the preceding civil rights statutes and regulations through an Official Order.

III. Definitions

Contract means any Government contract or subcontract or any federally assisted construction contract or subcontract.

Complainant is a party that makes a complaint or files a formal charge.

Discrimination means treating an individual or a group of individuals adversely because of protected class status; or using a test, standard, or employment practice that has the effect if illegally excluding or screening in or out of a protected class.

MSP Employee is an individual providing services for and paid by the State of Michigan/Michigan State Police, including independent contractors, union and non-union employees, managers and supervisors, enlisted members and civilians.

Recipient is the entity which receives a monetary award from the DOJ.

Subcontract means any agreement or arrangement between a contractor and any person (in which the parties do not stand in the relationship of an employer and an employee):

1. For the purchase, sale or use of personal property or nonpersonal services which in whole or in part, is necessary to the performance of any one or more contracts; or
2. Under which any portion of the contractor's obligation under any one or more contracts is performed, undertaken or assumed.

Subcontractor is any person holding a subcontract, and, for the purposes of this definition, any person who has held a subcontract subject to the order. The term "first-tier subcontractor" refers to a subcontractor holding a subcontract with a prime contractor.

Subrecipient is the entity that receives a monetary award from the DOJ recipient.

Subrecipient Employee is an individual or subcontractor being paid using DOJ grant funds.

IV. Complaint Procedures

The following are MSP's procedures for accepting and responding to discrimination complaints from subrecipient employees, clients, customers, program participants, or consumers of a MSP subrecipient implementing funding from the DOJ:

1. All discrimination complaints associated with DOJ grants shall be submitted to the Grants and Community Services Division (GCSD) by mail, telephone or e-mail to:

Michigan State Police
Grants and Community Services Division
333 S. Grand Ave.
Lansing, MI 48909
(517) 373-2960
MSP-CJGrants@michigan.gov

2. The GCSD Director will send the complainant a letter within 10 days from the date it was received to acknowledge receipt of the complaint, notify the complainant that it has been submitted to the Michigan Department of Civil Rights, and inform the complainant that he or she may also file a complaint directly with the federal Office for Civil Rights (OCR) at:

Office of Justice Programs
Office for Civil Rights
810 7th Street NW
Washington, DC 20531
(202) 307-0690
Fax: (202) 616-9865
TTY: (202) 307-2027

3. Within 10 days of the receipt of the complaint, the GCSD Director will send an email to the DOJ subrecipient to notify the agency that a complaint against has been filed against it.
4. The GCSD Director will forward the complaint to the Inspector of the MSP Office of Human Resources (OHR) immediately upon receipt of the complaint. The OHR Inspector or his or her designee will serve as the coordinator for all complaints regarding civil rights violations and will immediately forward the complaint to the Michigan Department of Civil Rights by emailing MDCRServiceCenter@michigan.gov. If MDCR informs the MSP that it does not have jurisdiction to investigate the complaint, the OHR Inspector will forward the complaint to the OCR for investigation.

The preceding complaint procedures are an attachment to the subrecipient contracts for all DOJ grants awarded by the MSP. Subrecipients must notify all clients, customers, program participants, or consumers of the types of prohibited discrimination, as well as the complaint procedures, in writing. Notification may include placing posters in an area that may be easily viewed by all and/or providing a paper copy to each of the listed

types of individuals. Subrecipients must forward all discrimination complaints to the MSP as described in the complaint procedures. Subcontractors, clients, customers, program participants or consumers may also report complaints to the Office of Justice Programs/Office for Civil Rights or the Michigan Department of Civil Rights directly, but the MSP must be notified of the complaint by the subrecipient as soon as the complaint is known.

The MSP will ensure that all subrecipients are in compliance with the identified statutes and regulations by reviewing subrecipient procedures during site visits and other subrecipient monitoring activities.

5. The MSP, in cooperation with MDCR and OCR, will review and complete complaint investigations within 120-days. Complainants will receive written notification of the completion of the investigation and any associated findings within 10-days of the completion of the investigation. If the complexity of the investigation precludes this 120 day timeline from being met, the MSP shall notify the complainant in writing when it becomes aware that the investigation will not meet the 120 day timeline. This correspondence shall include a new timeline with an estimated completion date.

V. Training

All DOJ-funded MSP employees and subrecipients will receive periodic training at least once every contract year regarding their responsibility to comply with applicable federal civil rights in their capacity as a recipient of federal funds. Additionally, training will include review of these complaint procedures, including the employee's responsibility to refer discrimination complaints from clients, customers, program participants, or consumers to the appropriate MSP contact. The GCSD will provide DOJ-grant subrecipients and DOJ-funded MSP employees with access to OCR training modules, found on OCR's website, <http://www.ojp.usdoj.gov/about/ocr/assistance.htm>. Subrecipients will be required to certify they have completed this training during the first quarter of each grant cycle as part of their grant award agreement with the MSP.

These procedures and training requirements will also be disseminated to MSP employees via departmental memorandum and posted on the MSP intranet website. New employees will receive a copy of the procedures and access to the DHS training program during initial job training from any supervisor managing DOJ-funded employees.

VI. Monitoring

The GCSD has implemented a two-part process to ensure and monitor sub-recipients compliance with civil rights laws. Applicants must annually complete and submit to the GCSD the Civil Rights Compliance Questionnaire. Additionally, MSP grant advisors will complete the Civil Rights Compliance Questionnaire with applicants during on-site monitoring visits.

VII. Policy Dissemination

This policy shall be distributed to all MSP employees via a department-wide memorandum contingent upon final OCR approval. Additionally, the policy will be distributed via MSP's grant award agreement with DOJ-funded subrecipients as part of the standard grant award package.

Federal Civil Rights Compliance Checklist

1. If the subrecipient is required to prepare an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R. §§ 42.301-.308, does the subrecipient have an EEOP on file for review?

☐ Yes ☐ No

If yes, on what date did the subrecipient prepare the EEOP?

2. Has the subrecipient submitted an EEOP Short Form to the Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), if required by 28 C.F.R. §§ 42.301-.308? If the subrecipient is not required to submit an EEOP Short Form to the OCR, has it submitted a certification form to the OCR claiming a partial or complete exemption from the EEOP requirements?

☐ Yes- submitted an EEOP Short Form

☐ Yes- submitted a certification

☐ No

If the subrecipient prepared an EEOP Short Form, on what date did the subrecipient prepare it?

3. How does the subrecipient notify program participants and beneficiaries that it does not discriminate on the basis of race, color, national origin, religion, sex, disability, and age in the delivery of services (e.g. posters, inclusion in brochures or other program materials, etc.)?

Comments:

4. How does the subrecipient notify employees that it does not discriminate on the basis of race, color, national origin, religion, sex, and disability in employment practices (e.g. posters, dissemination of relevant orders or policies, inclusion in recruitment materials, etc.)?

Comments:

5. Does the subrecipient have written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the subrecipient with the [State Administering Agency] or the OCR?

☐ Yes ☐ No

If yes, an explanation of these policies and procedures:

6. If the subrecipient has 50 or more employees and receives DOJ funding of \$25,000 or more, has the subrecipient taken the following actions:

- Adopted grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973, found at 28 C.F.R. Part 42, Subpart G, which prohibit discrimination on the basis of a disability in employment practices and the delivery of services.

☐ Yes

☐ No

- Designated a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 C.F.R. Part 42, Subpart G.

☐ Yes

☐ No

- Notified participants, beneficiaries, employees, applicants, and others that the subrecipient does not discriminate on the basis of disability.

☐ Yes

☐ No

Comments:

7. If the subrecipient operates an education program or activity, has the subrecipient taken the following actions:

Adopted grievance procedures that provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Title IX of the Education Amendments of

- 1972, found at 28 C.F.R. Part 54, which prohibit discrimination on the basis of sex.

☐ Yes

☐ No

- Designated a person to coordinate compliance with the prohibitions against sex discrimination contained in 28 C.F.R. Part 54.

☐ Yes

☐ No

- Notified applicants for admission and employment, employees, students, parents, and others that the subrecipient does not discriminate on the basis of sex in its educational programs or activities.

☐ Yes

☐ No

Comments:

8. Has the subrecipient complied with the requirement to submit to the OCR any findings of discrimination against the subrecipient issued by a federal or state court or federal or state administrative agency on the grounds of race, color, religion, national origin, or sex?

☐ Yes ☐ No

Comments:

9. What steps has the subrecipient taken to provide meaningful access to its programs and activities to persons who have limited English proficiency (LEP)?

Comments, including an indication of whether the subrecipient has developed a written policy on providing language access services to LEP persons:

10. Does the subrecipient conduct any training for its employees on the requirements under federal civil rights laws?

☐ Yes ☐ No

Comments:

11. If the subrecipient conducts religious activities as part of its programs or services, does the subrecipient do the following:

- a. Provide services to everyone regardless of religion or religious belief.

☐ Yes ☐ No

- b. Ensure that it does not use federal funds to conduct inherently religious activities, such as prayer, religious instruction, or proselytization, and that such activities are kept separate in time or place from federally-funded activities.

☐ Yes ☐ No

- c. Ensure that participation in religious activities is voluntary for beneficiaries of federally-funded programs.

☐ Yes ☐ No

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

WHEREAS, Lansing Police Department's, Capital Area Response Effort (CARE) Unit provides advocacy to victims of intimate partner violence in Ingham County; and

WHEREAS, in August, CARE submitted an application to the Michigan State Police (MSP) for a Byrne Justice Assistance Grant (JAG) which enhances the current \$164,897 Michigan Department of Health and Human Services grant recently approved by Council; and

WHEREAS, on October 15, 2021, MSP informed the CARE Unit that its grant application was selected to receive grant funding; and

WHEREAS, the grant amount approved is \$127,992; and

WHEREAS, there is no local match requirement; and

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

WHEREAS, CARE plans to utilize the grant funds to 1) provide extensive victim assistance in the form of short-term hotel lodging (\$52,256), security deposits for victims displaced (\$5,000), prepaid cell phones for victims without phone access (\$5,000), gas cards for victims (\$8,000), home security items (\$7,000), and process serving (\$3,000) and 2) hire a new contract employee (\$47,736) to oversee these new assistance services.

NOW, THEREFORE, BE IT RESOLVED, the Lansing City council approves acceptance of the JAG grant from the Michigan State Police in the amount of \$127,992 for the period October 1, 2021, through September 30, 2022.

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

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

WHEREAS, Governor Gretchen Whitmer signed 2021 Public Act 87 effective September 29, 2021 to make, supplement, adjust, and consolidate appropriations for the fiscal years ending September 30, 2021 and September 30, 2022; and

WHEREAS, Sec. 1096(82) of 2021 Public Act 87 awards \$75,000 to a police department located in a city with a population greater than 100,000 and in a county with a population between 275,000 and 300,000 according to the 2010 federal decennial census to support the staffing of the cold case unit; and

WHEREAS, Sec. 1096(141) of 2021 Public Act 87 awards \$1,000,000 to a city with a population greater than 80,000 and in a county with a population between 280,800 and 280,900 according to the 2010 federal decennial census for public safety and other security measures around the Michigan Capitol Building; and

WHEREAS, City of Lansing incurs costs in planning, staffing, infrastructure, and other security measures while securing and promoting public safety during protests and special events at the Michigan Capitol Building; and

WHEREAS, more than 75 homicide cases remain unsolved more than one year after their occurrence within the City of Lansing, as reported between 1963 and 2018, and these funds will allow more resources to be dedicated toward resolving these cases;

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council approves acceptance of the state appropriation in the amount of \$1,000,000 for the purchase and installation of security cameras, other public safety improvements, and ensuring public safety for protest activities in the City of Lansing.

BE IT FURTHER RESOLVED, the Lansing City Council approves acceptance of the state appropriation in the amount of \$75,000 for staffing its cold case unit.

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