

AGENDA

Committee on Ways and Means AGENDA FOR OCTOBER 20, 2022 AT 3:00 PM



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

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

Council Member Spadafore, Chairperson
Council Member Garza, Vice Chairperson
Council Member Wood, Member

- 1. Call to Order**
- 2. Roll Call**
- 3. Minutes**
 - A. October 10, 2022
- 4. Public Comment on Agenda Items (Up to 3 Minutes)**
- 5. Discussion/Action:**
 - B. RESOLUTION - Introduction & Set Public Hearing; Ordinance to Repeal Permitting Requirements for Solicitors of Charitable & Religious Donations
 - C. RESOLUTION - Grant Acceptance; League of American Bicyclists' Community Spark Grant
 - D. RESOLUTION - Donation Acceptance; Lansing Police Department's Special Tactics and Rescue Team (START) Unit
 - E. RESOLUTION - Grant Acceptance; Domestic Violence Services, Capital Area Response Effort (DVS-CARE) FY 2022-2023
 - F. RESOLUTION - Grant Acceptance; Justice Assistance Grant (JAG) for Capital Area Response Effort (CARE) Unit
 - G. RESOLUTION - Grant Acceptance; Byrne Memorial Justice Assistance Grant (JAG) 2022
 - H. RESOLUTION - Grant Acceptance; STOP Violence Against Women FY 2022-2023 Grant
- 6. Other**
- 7. Adjourn**

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



MINUTES
Committee on Ways and Means
Monday, October 10, 2022 @ 4:30 p.m.
City Council Conference Room

CALL TO ORDER

Council Member Spadafore called the meeting was called to order at 4:31 p.m.

PRESENT

Council Member Peter Spadafore, Chair
Council Member Jeremy Garza, Vice Chair
Council Member Carol Wood, Member

OTHERS PRESENT

Sherrie Boak, Council Office Manager
Lisa Hagen-Lawrence, OCA
Joseph Abood, OCA
Assistant Chief Backus, LPD
Jane Bias-DeSessa, Deputy Mayor

Minutes

MOTION BY COUNCIL MEMBER GARZA TO APPROVE THE MINUTES FROM SEPTEMBER 26, 2022, AS PRESENTED. MOTION CARRIED 3-0.

Public Comment

No public comment at this time.

Discussion/Action:

RESOLUTION – Grant Acceptance; Automobile Theft Prevention Authority Grant; LPD

Assistant Chief Backus outlined the State of Michigan Grant that is awarded annually. Since this a 50% match, the grant will provide \$88,197. This will pay for one detective, the vehicle for that detective, supplies, dues to the association and office supplies. Assistant Chief Backus confirmed it will cover one year.

Council Member Wood asked how many cars have been recovered with this grant in the past. Assistant Chief Backus did not have that information but did note that auto theft is up this year

and is the category with the most need. Council Member Wood asked if this had to also do with the theft of catalytic converters and Assistant Chief Backus stated it does not.

Council Member Garza asked for details on the thefts. Assistant Chief Backus noted there is not a majority of dealership, but individuals and they are not seeing digital thefts.

MOTION BY COUNCIL MEMBER WOOD TO APPROVE THE RESOLUTION TO APPROVE THE GRANT FOR THE AUTOMOBILE THEFT PREVENTION AUTHORITY GRANT. MOTION CARRIED 3-0.

RESOLUTION – Grant Acceptance; Justice Assistance Grant (JAG) to create the Lansing Crisis Assessment Team for the LPD

Assistant Chief Backus detailed to the Committee that the grant was for discretionary funding in the amount of \$1,342,000 three year one time award. This will fund the Team which will include community police officer and additional social workers. It will cover 2 years for officers and social workers, also equipment, data service to monitor the people in the program and will more than likely it will be made up with existing officers in the patrol unit.

Council Member Wood asked if these two grants were part of the budget that was just approved. Assistant Chief Backus noted the detective position was in the budget, and will be pulled from the pool. Council Member Wood noted this being an appropriation, and if it was part of the budget it is a 5 person vote. She also noted during the budget it was discussed and inquired if this was written in. Assistant Chief Backus confirmed the crisis was not written in the budget but the concept was, and it was awarded in June, 2022.

MOTION BY COUNCIL MEMBER GARZA TO APPROVE THE RESOLUTION TO APPROVE THE JAG GRANT FOR THE LANSING CRISIS ASSESSMENT TEAM. MOTION CARRIED 3-0.

Council Member Wood spoke briefly on the next agenda item while the Assistant Chief was present along with two ordinances from Committee on City Operations that will be introduced tonight at Council. She inquired into what impact on the LPD would repealing the wrecker license and the massage therapist license. Ms. Hagen-Lawrence said the City has not been able to enforce the wrecker ordinance because pre-empted and they are licensed under the State and that will continue. Council Member Wood noted in the past there were wrecker companies that would listen to the scanner and just show up. Assistant Chief Backus is aware of those situations, so they intend to train their officers on wrecking companies that can and cannot be involved.

Council Member referenced the ordinance amendment to massage therapist. Ms. Hagen-Lawrence noted that ordinance amendment also came from the Clerk and it was determined the City was pre-empted by the State law. Council Member Wood asked if there is a data base where LPD can look at licensed therapist if there is a complaint. Council Member Spadafore noted and provided an example of where LARA does have a website.

RESOLUTION – Introduction and Set Public Hearing; Ordinance to Repeal Permitting Requirements for Solicitors of Charitable & Religious Donations

No representation from the Clerk's office present. Ms. Boak attempted to call the Clerk's office and no response.

Committee moved this to the next Committee agenda.

OTHER

No other business.

DRAFT

ADJOURN

Adjourned at 4:47 p.m.

Submitted by,

Sherrie Boak, Recording Secretary

Lansing City Council

Approved by the Committee _____



Chris Swope

Lansing City Clerk

October 3, 2022

Dear City Council President and Council Members,

In order to allow enforcement to focus on ordinances that have a more significant impact on the community, I am advocating for the removal of these business licenses

In consultation with the City Attorney's Office, Police and Fire Department, these are the first round of business licenses proposed for removal.

Business License	City Ordinance
Massage Therapist	Ch. 822
Wrecker	Ch. 872
Charitable Solicitor	Ch. 844 ----

Thank you for your consideration.

Sincerely,

Chris Swope, MMC/MiPMC

Lansing City Clerk

ORDINANCE NO. _____

An Ordinance of the City of Lansing, Michigan, to amend the Lansing Codified Ordinances by repealing Chapter 844, Sections 844.27 through 844.99, to eliminate City permitting requirements for solicitors of charitable and religious donations.

The City of Lansing Ordains:

Section 1. That Chapter 844, Sections 844.27 through 844.99, of the Code of Ordinances of the City of Lansing, Michigan be and is hereby repealed in their entirety and shall be null and void and of no effect.

Section 2. All ordinances, resolutions or rules, parts of ordinances, resolutions or rules inconsistent with the provisions are repealed.

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

Section 4. This ordinance shall take effect on the 30th day after enactment, unless given immediate effect by City Council.

Approved as to form:

City Attorney

Dated: _____

INTRODUCTION OF ORDINANCE

Council Member Spadafore introduced:

An Ordinance of the City of Lansing, Michigan, to amend the Lansing Codified Ordinances by repealing Chapter 844, Sections 844.27 through 844.99, to eliminate City permitting requirements for solicitors of charitable and religious donations

This Ordinance is read a first time by its title and referred to the Committee of the Whole.

By the Committee on Ways and Means
Resolved by the City Council of the City of Lansing

Resolved by the City Council of the City of Lansing that a public hearing be set for Monday, November 14, 2022, at 7 p.m. in the Tony Benavides Lansing City Council Chambers, Tenth Floor, Lansing City Hall, 124 West Michigan Avenue, Lansing, Michigan, for the purpose of:

An Ordinance of the City of Lansing, Michigan, to amend the Lansing Codified Ordinances by repealing Chapter 844, Sections 844.27 through 844.99, to eliminate City permitting requirements for solicitors of charitable and religious donations



**LANSING CITY COUNCIL
GRANT INFORMATION FORM**
(Required for all grant applications and acceptances)

REFERRAL DATE: Monday, October 10, 2022

GRANT NAME: League of American Bicyclists' Community Spark Grant

DEPARTMENT: Public Service Department

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Erin Buitendorp, erin.buitendorp@lansingmi.gov, 517-483-5104

APPLICATION DATE: July 8, 2022 AWARD DATE: August 18, 2022

GRANT CYCLE: _FY23_____ Check One: ___Annual _X_One-Time

FUND AMOUNT: \$1,500 (Breakdown below should total this amount)

GOODS & SERVICES	\$1,500
PERSONNEL	\$0.00
CONSTRUCTION	\$0.00
LAND	\$0.00
OTHER (Training)	\$0.00

CITY MATCH (IF APPLICABLE): \$ 0

GRANT PAYS FOR: Bike Repair and Wheel Pump Station

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

The funds will be used to increase the number of bicyclists who utilize the Lansing River Trail and enhance transportation options for South Lansing. Specifically, the funding covers the purchase and installation of a bike repair and pump station. The Public Service Department has conferred with the Parks Department to ensure uniformity across the city of like bike repair stations. The selected bike repair station due to supply chain and an increase in steel costs is more than the awarded amount and the Public Service Department will supplement the difference. The Public Service Department has partnered with the Ingham County Land Bank and Greater Lansing Food Bank Garden Project as the landowners and community garden administrators and the South Lansing Community Development Association as supporters of the adjacent farm, Webster Farms, where the bike repair station will be placed. The League of American Bicyclists Community Spark grant stipulates funds help create communities where bicycling is a safer, easier, and a more accessible option for people of varying ages, abilities, and disabilities. Additionally, the League's Bicycle Friendly America program awarded five grants to GM home communities of which Lansing qualifies.

Page: Grant Overview



Overview

With generous support from both the Centers for Disease Control and Prevention's (CDC) Division of Nutrition, Physical Activity, and Obesity and General Motors (GM), the League of American Bicyclists is delighted to announce its Community Spark Grants to support local advocates and organizations working to improve their communities through bicycling. These grants will award up to \$1,500 to each organization to build local capacity for projects and programs that reach people across the wide range of a community's demographics and help create communities where bicycling is a safer, easier, and a more accessible option for people of varying ages, abilities, and disabilities. These efforts are part of the CDC's Active People, Healthy Nation (<https://www.cdc.gov/physicalactivity/activepeoplehealthynation/index.html>)SM Initiative which is working to help 27 million Americans become more physically active by 2027.

The League is looking to support the growing number of grassroots advocates and organizations across the country who are creating local change every day. The League's Bicycle Friendly America (<https://bikeleague.org/bfa>) program will award Community Spark Grants to 10 organizations, with five of those being organizations in GM home communities. (See the list of eligible GM Cities here (<https://bicyclefriendly.secure-platform.com/a/page/spark/eligibility#GM>).) Eligible organizations are nonprofits and public or government organizations/agencies, and priority will be given to organizations and partners led by or directly serving people from racial and ethnic minority groups. Other types of organizations will be considered on a case-by-case basis and we encourage everyone to apply.

Through the Community Spark Grants, we hope to catalyze and fund projects that will strengthen and build Bicycle Friendly Communities (<https://bikeleague.org/community>) and capacity for local changemakers. Our desire is for organizations to propose projects that uplift the community, center around issues faced by people from ethnic or racial minority groups, and build or create inclusive coalitions that can shed new light on current issues. Funds may support a wide range of bicycling-related projects such as, but not limited to, short term pop-

up events, campaigns, tactical urbanism demonstrations, signage, educational events or resources, accessibility audits, or street safety improvements. We are especially looking for projects with new perspectives that increase opportunities for healthy and active ways to get around and include authentic engagement with the community.

The deadline to apply for a Community Spark Grant is July 15, 2022, at 11:59pm PT. Awards will be announced in August 2022.

Eligibility

- Public or Government Agencies/Organizations (Ex. Parks and Rec Department)
- Non-Profits - 501c3, 501c4, and 501c6
- Other types of organizations will be considered on a case-by-case basis
- U.S.-based organization

Examples of Projects

We welcome and encourage your creativity and ingenuity when it comes to your project submission. However, we also want to give you some examples and guidelines around things that cannot be funded. We especially want to call your attention to the below websites and ideas for inspiration:

- Tactical Urbanism Guide (<http://tacticalurbanismguide.com/>)
- AARP The Pop-Up Placemaking Tool Kit (<https://www.aarp.org/livable-communities/tool-kits-resources/info-2019/pop-up-tool-kit.html>)
- Discover Traffic Gardens (<https://www.trafficgardens.com/>)
- #RedCupProject demonstration for protected bike lanes (<https://usa.streetsblog.org/2019/04/26/around-the-u-s-today-cyclists-are-using-red-cups-to-protest-unsafe-bike-lanes/>)
- The Takoma Park Equity Walk (<https://americawalks.org/we-belong-here-the-takoma-park-equity-walk/>)
- Dance Mob Pop Up demonstration for dangerous intersections (http://livelypittsburgh.com/#section_1)
- Discover Traffic Gardens (<https://www.trafficgardens.com/>)
- Strategies to Increase Physical Activity from the CDC (<https://www.cdc.gov/physicalactivity/activepeoplehealthnation/strategies-to-increase-physical-activity/index.html>)

Grant Restrictions

- The League of American Bicyclists' Community Spark Grant will not be able to fund most permit-required infrastructure, such as sidewalks or concrete for road widening.
 - Bike racks or bike fix-it stations would be allowable.
 - Some other things that are allowable are materials for temporary structures or demonstration/quick builds including paint, vertical delineators, bollards, and signage.

Technical Note

This online application system allows multiple users to collaborate on an application together. There is a "manage collaborators" button at the top of the online application where applicants can manage who has access to the form and allow for more than one person to fill out answers. We encourage communities and organizations who are applying for a grant to work with others in their local community to submit one joint application. For more information about collaborating on the application, see our application portal FAQs page (<https://bicyclefriendly.secure-platform.com/a/page/FAQs#Collaborators>).

Questions:

If you have questions, please email Anna Tang at anna@bikeleague.org (<mailto:anna@bikeleague.org?subject=Community%20Spark%20Grant%20Question>)

We look forward to receiving your application!

Page: Project Information

The League is excited to hear about your idea! We want to know about local partners that you'll be able to work with and any other information that will give us a clear understanding of what your project will do for your community.

Project Name:

Wheel Change : Lansing Bike Repair Station

Briefly describe your community, including any existing policies, plans or systems already in place to support bicycling.

The City of Lansing is in the process of building a network of on and off-road bicycle facilities over the last 20 years, with an increased emphasis in the last 10 years. One of the prime resident and tourist highlights is the Lansing River Trail, with more than 20 miles of paved pathways for bicycling and walking, branching from downtown along the area's waterways. The Public Service Department maintains the City's infrastructure to support our citizenry. The City's Non-Motorized Transportation Plan focuses on developing a non-motorized transportation network reducing large blocks that inhibit bicycles, pedestrians and make major roads safer to traverse. The Department also participated in the national Safe Routes to School Program, which aims to make bicycling/walking to school safer and a more appealing transportation choice. The city of Lansing, Michigan has an estimated population of 112,644 people with 541,297 people in the metro area. Lansing is approximately 61% White, 23% Black, 4% Asian, and 12% Hispanic and has an active citizenry with 30+ active neighborhood associations and many civic organizations that support residents. According the Lansing School District, a district that serves over 10,000 students, 91% of their students' families do not have reliable transportation, which aligns with the 2020 American Community Survey stating 12.7% of occupied housing units do not have a vehicle ownership and only 45.9% of the occupied housing units have one vehicle available. Last Census count, Lansing was listed to have a population of 112,000. In comparison, the community of Holt, south of the city, has 5.9% occupied housing units with no vehicles available.

Briefly describe the project, where it will take place, and the impact it would have on bicycling in your community

This project targets county land bank property that is a community garden called Webster Farms and their adjacent gravel driveway. This huge garden on Lansing's south side serves long-time Lansing residents in addition to a significant population of recent immigrants and refugees. This project would offer residents, visitors, and children a safe, convenient place to secure their bike (with the increased interest in biking, due to the pandemic and rising gas prices). Also, cleaner air reduces congestion, eases residents' gas expenses, and reduces passenger car traffic, thus making it safer for bicyclists and pedestrians and school bus travel more efficient. This aligns with the City's Sustainability Action Plan goal to reduce carbon emissions by 58.8% by 2050. This project produces immediate savings for individuals of all ages, especially those on a fixed income and less traffic on the roadways. This project was designed to address concerns about lack of interest or investment in the neighborhoods outside of the city center. Like other Rust Belt cities, Lansing has recently experienced a lot of investment in its downtown area, while other neighborhoods suffer from disinvestment. By facilitating this project, the City of Lansing and their Public Service Department hope to create a unique opportunity for bicyclists to interface with the local garden community, and to support the refugee and immigrant families that farm the land at Webster Farms by providing an option to lock their bicycles and repair them if they so choose. Enhancing the amenities near Webster Farms would build connections with the Friends of the Lansing Regional Trails civic organization and nearby neighborhood associations. Dedicated bicycle facilities like bike racks and bike repair stations increase biking, which would increase non-motorized transit, enhance air quality, and support public health, period.

What does success for your project look like? Describe how your proposed project will help make bicycling safer, more accessible, and more equitable in your community and who will benefit from this project.

With the installation of a bike station, the City of Lansing's Public Service Department aims to increase the number of bicyclists who utilize the Lansing River Trail by enhancing multi-modal transit options for the refugees and communities who garden at Webster Farms. By providing a bike rack in this community, the goal is to bring more residents together with non-motorized transit. This will encourage sustainable action and improve accessibility for various residents who do not have access to motorized vehicles. Additionally, the repair station will provide cyclists with all of the tools needed along a non-traditional 'trail head'. The implementation will cut down on congestion and air pollution, and enhance South Lansing's bicycle infrastructure. A fully-equipped bike repair station comes with plenty of tools, an air pump and a stand with the primary goal of keeping cyclists safe. Providing cyclists a way to repair and clean their bicycles can keep them safe from spills and breakdowns. This will only strengthen the biking community in South Lansing and for the city as a whole. With a projected announcement date of August 2022 for selected Community Spark recipients, that timeline coincides with the Lansing Concerts in the Park and our nearby Benjamin Davis Park hosting the last concert of the Summer which will be an integral part of the roll-out of the bike station.

List 1-3 specific or measurable goals or intended outcomes for the project.

1. Bring a voice to marginalized communities within the city of Lansing. This area provides a gardening option to a large refugee population and by proxy with the addition of a bike repair station and bike rack, will support a less expensive transit option and provide a resource in an area of the city that lacks this bicycling support feature.
2. Serve as an additional catalyst for helping link the southern area of the city via the river trail to better connect residents, renters, and visitors to area amenities and make biking more practical and desirable to a broader range of people.
3. The bike repair station will contribute to the City of Lansing's sustainability goals and a greener future for all! In addition, incorporating our external stakeholders as the Public Service Department initiates an update to their non-motorized plan.

Describe your organization's capacity to accomplish this project with the help of a Community Spark Grant.

The Public Service Department is the third largest department within the City of Lansing outside of Police and Fire. The Engineering, Permits, and Administration division would handle the purchasing of the bike repair station and the Operations and Maintenance/Property Management division would handle the installation. The bike rack would be in-kind, provided by the Public Service Department. The Public Service Department plans to work with the Ingham County Land Bank who own the land (and have already given their permission of use), the Greater Lansing Food Bank Garden Project who manage the community garden program and facilitate access to the greater Lansing community to grow their own local food. The City of Lansing regularly works closely to support our non-motorized community partners, such as the League of Michigan Bicyclists, Tri-County Bicycle Association, Lansing Bike Co-op, and Michigan State University's Bike Shop. We will also work with other non bike specific groups that focus on marginalized communities. Such groups include the Allen Neighborhood Center, Southside Community Coalition, Lansing Refugee Center, Cristo Rey Community Center, Salus Center, City of Rescue Mission of Lansing, and Capital Area Transportation Authority.

Page: Primary Contact Information**First Name**

Erin

Last Name

Buitendorp

Role or Title

Operation Specialist

Email Address

erin.buitendorp@lansingmi.gov

Phone #

5174835104

Page: Organizational Information

Reminder: Find information about eligibility here (<https://bicyclefriendly.secure-platform.com/a/page/spark/eligibility>).

Name of Organization receiving the Grant

City of Lansing

Organization Type

Public or Government Agency/Organization

Street Address

City Hall - Department of Public Service | 124 W. Michigan Ave. 7th Floor

City/Town

Lansing

State

Michigan (MI)

Zip / Postal Code

48933

Organization's Website

<https://www.lansingmi.gov/> (<https://www.lansingmi.gov/>)

Organization's social media accounts

Facebook, Twitter, Instagram

Facebook Link

<https://www.facebook.com/LansingPublicService/> (<https://www.facebook.com/LansingPublicService/>)

Twitter Account Link

<https://twitter.com/lansingpubserv> (<https://twitter.com/lansingpubserv>)

Instagram Account Link

<https://www.instagram.com/cityoflansingmi/?hl=en> (<https://www.instagram.com/cityoflansingmi/?hl=en>)

Is your organization led by or primarily serving people from ethnic or racial minority groups?

Yes

If yes, please describe

The Mayor Schor Administration is comprised of 50% persons of color. The city of Lansing population is broken down into White (Non-Hispanic) (54.1%), Black or African American (Non-Hispanic) (22.2%), White (Hispanic) (6.91%), Two+ (Non-Hispanic) (6.17%), and Asian (Non-Hispanic) (4.41%). The City of Lansing's workforce diversity make-up is Black (18.1%), Non-Hispanic White (71.8%), Hispanic or Latino (6.7%), Asian (1.9%). The city of Lansing is composed of a large percentage of people of color, including serving as a resettlement city for refugees for multiple decades. Within the city limits, two primary organizations, the Refugee Development Center and St. Vincent Catholic Charities assist with basic essentials to welcome refugees to the Lansing community and help them reach self-sufficiency. According to the Michigan League of Public Policy, 30% of immigrants in Ingham County, where Lansing resides, arrived in the United States before 2000, and since 2010, the number of immigrants has increased by 20.6%. In total, 7,184 refugees have resettled in Lansing, Michigan since 2002.

How has your organization been involved with creating more welcoming streets for people bicycling in your community?

The City of Lansing was the first city in Michigan to pass a Complete Streets Ordinance when the Lansing City Council approved its adoption in August 2009. Since 2010, the City of Lansing has been named a bicycle friendly community by the League of American Bicyclists. The City of Lansing has maintained this recognition by committing to creating safer sidewalks, pathways, and bike lanes for its residents, renters and visitors. In 2011, the Public Service Department adopted the first biking and walking plan for Lansing. In 2012, a bicycle parking ordinance was passed, which requires project site plans to provide short and long-term bicycle parking.

Page: Partners

We believe that local partnerships can strengthen a project and expand its reach, and so we encourage applicants to work with other groups, organizations, or individuals in their community to develop project ideas and to complete this grant application.

Please describe any current or potential partnerships and/or community support your organization has that would add to the success of the project.

The City of Lansing and the Public Service Department aims to work closely with our community partners, such as neighborhood associations and watches to education institutions like Michigan State University, Lansing Community College and the Lansing School District. Key partners in this particular project would include the Ingham County Land Bank, who own the farm's land, the Greater Lansing Food Bank Garden Project coordinates the community garden program, and the South Lansing Commercial Development Association, who provide capacity building and technical resources. Tying in the Refugee Development Center as the organization who supports the incoming communities of people who farm the land at Webster Farms.

If you are collaborating with any other local partner organizations or individuals on this application, please list them here.

Community Partners

Partner Organization:

Ingham County Land Bank

<https://inghamlandbank.org/>

Our mission is to build great places, strengthen our communities and generate sustainable economic prosperity.

Is this organization led by or primarily serving people from ethnic or racial minority groups? No {433ee462-852f-4aa5-a58e-3af3f3a2648c} {334ccf5e-17d1-4259-bdc1-50394048fcf9}

Primary Contact:

Roxanne Case

Executive Director

rcase@ingham.org

Partner Organization:

Ingham County Land Bank

<https://inghamlandbank.org/>

Our mission is to build great places, strengthen our communities and generate sustainable economic prosperity.

Is this organization led by or primarily serving people from ethnic or racial minority groups? No {433ee462-852f-4aa5-a58e-3af3f3a2648c} {334ccf5e-17d1-4259-bdc1-50394048fcf9}

Primary Contact:

John Krohn

Garden Program Manager

jkrohn@ingham.org

Partner Organization:

Greater Lansing Food Bank's Garden Project

<https://greaterlansingfoodbank.org/programs/programs/garden-project>

Our goal is to provide access to fresh healthy food through gardening opportunities to all members of the community.

Is this organization led by or primarily serving people from ethnic or racial minority groups? No {433ee462-852f-4aa5-a58e-3af3f3a2648c} {334ccf5e-17d1-4259-bdc1-50394048fcf9}

Primary Contact:

Julie Lehman

Garden Project Manager

julie@glfoodbank.org

Partner Organization:

South Lansing Commercial Development Association

<http://www.southlansing.org/Home/tabid/218/Default.aspx>

To engage residents and stakeholders in the development and implementation of programs and initiatives that improve community health and quality of life in South Lansing.

Is this organization led by or primarily serving people from ethnic or racial minority groups? No {433ee462-852f-4aa5-a58e-3af3f3a2648c} {334ccf5e-17d1-4259-bdc1-50394048fcf9}

Primary Contact:

Kathie Dunbar
Executive Director
kathie@southlansing.org

Page: Budget/Progress/Logistics

What is the expected timeline for your project?

August 2022: Notification of grant award. Purchase bike repair station.
September 2022: Installation of bike repair station and in-kind bike rack. City press release and media advisory. Mayor and Community Partner ribbon-cutting with invited media present.

How do you plan to evaluate and track progress on the goals and outcomes of this project?

The City of Lansing Public Service Department would work with the Greater Lansing Food Bank Garden Project staff to survey the farmers of Webster Farm on their general feedback. In addition, a survey to neighboring organizations would be generated and sent electronically to track progress of use and knowledge of new amenities.

Do you agree to participate in quarterly surveys on your progress until the project is complete?

Yes

Please provide a rough budget for this project, and briefly describe how the funds will be used. (materials, staff, etc.)

Bike Repair Station approximate cost: \$750-\$1,000
Concrete pad/pouring/City staff labor: \$500-\$700

Optional Budget Document Upload

No File Uploaded

Do you have any other sources of funding for this project?

No

Do you agree to provide the League of American Bicyclists the highest quality media possible to document and visualize your project's before and after status (high-res photo and video)?

Yes

Is your community located in a GM home city?

Lansing, MI

Is there anything else you would like us to know about your organization, partners, or proposed project?

Page: Additional Information

How did you learn about the League of American Bicyclists' Community Spark Grant?

Direct Email from League Staff

Would you like to receive the League's Newsletter to learn about future opportunities?

Yes

Are you interested in learning more about joining the CDC's Active People, Healthy Nation Initiative?

Yes

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

WHEREAS, in July of 2022, the City of Lansing applied for the League of American Bicyclists' Community Spark Grant to fund the installation of a bike repair station; and

WHEREAS, on August 18, 2022, the City of Lansing received notification that it was awarded the grant in the amount of \$1,500 with no local match required; and

WHEREAS, the funded work must be completed by November 30, 2022; and

WHEREAS, the funds will be used to increase the number of bicyclists who utilize the Lansing River Trail and enhance transportation options for South Lansing; and

WHEREAS, the City of Lansing has partnered with the Ingham County Land Bank and Greater Lansing Food Bank Garden Project as the land owners and community garden administrators; and

WHEREAS, the Administration and City Council recognize the Lansing River Trail as an important link in the city to connect residents, renters, and visitors to area amenities and make biking more accessible; and

WHEREAS, the Public Service Department is requesting acceptance of the League of American Bicyclists' Community Spark Grant.

NOW, THEREFORE, BE IT RESOLVED, that the Lansing City Council approves acceptance of the League of American Bicyclists' Community Spark Grant for the purposes of funding installation of bike repair station.

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

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

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

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

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

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

WHEREAS, this year, for the third consecutive year, the family of deceased Detective Ronald Seyka, along with Mr. Chaz King, a family friend, hosted the Annual Ron Seyka Memorial Golf Outing in Mason, Michigan in honor of Detective Seyka; and

WHEREAS, last year, Mr. King donated \$10,614 of the funds from the golf outing to LPD's START Unit; and

WHEREAS, this year, Mr. King/Modern Woodmen of America Chapter 330 is donating \$8,174.01 on 9/1/22 to LPD's START Unit as a result of the June 17th, 2022 Third Annual Ron Seyka Memorial Golf Outing ;and

WHEREAS, the START Unit also received a donation of \$2,500 on August 16, 2022, from Modern Woodmen of America; and

WHEREAS, START intends to use the combined \$10,674.01 donation amounts for Outside Tactical Training and Protective Equipment.

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council approves acceptance of the two donations to the START Unit totaling \$10,674.01; and

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



LANSING CITY COUNCIL

GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE: October 10, 2022

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

DEPARTMENT: Police

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Cheryl Rupprecht cheryl.rupprecht@lansingmi.gov (483-4808)

APPLICATION DATE: AWARD DATE: 10/10/2022

GRANT CYCLE: 10/1/2022 – 9/30/2023 Check One: ☐ Annual ☒ One-Time

FUND AMOUNT: \$164,897 (Breakdown below should total this amount)

GOODS & SERVICES	\$7,499.00
PERSONNEL	\$157,398
CONSTRUCTION	\$0.00
LAND	\$0.00
OTHER (Match)	\$0.00

CITY MATCH (IF APPLICABLE): Not applicable.

GRANT PAYS FOR: The salary and fringe benefits of three contracted employee victim assistance supports, office supplies, mileage and parking reimbursement for transportation assistance provided to victims, cellular telephone service, and video conferencing service.

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

The purpose of the Victims of Crime Act (VOCA) grant is to expand and enhance local services available to victims of intimate partner violence. Allowable uses include salaries, wages, fringes, supplies, equipment, contractual, and other expenses. LPD's Capital Area Response Effort (CARE) program plans to utilize a portion of these grant funds to purchase a vehicle in order for staff to transport domestic violence victims to the CARE office, to shelter, and to appointments at community partner agencies such as food banks and the MDHHS. Currently, staff are using their own vehicles and being reimbursed for mileage. A portion of the grant funds will also be used to assist victims of domestic violence in their efforts to relocate to safe housing by providing the cost of security deposit and/or first month's rent.

**Grant Agreement Between
Michigan Department of Health and Human Services
hereinafter referred to as the "Department"
and**

**Lansing City
124 W. Michigan Ave.
Lansing MI 48933 2500**

**Federal I.D.#: 38-6004628, Unique Entity Identifier: VARBEGGYV751
hereinafter referred to as the "Grantee"**

for

Domestic Violence Services - 2023

Part 1

1. Period of Agreement:

This Agreement will commence on the date of the Grantee's signature or October 1, 2022, whichever is later, and continue through September 30, 2023. No activity will be performed and no costs to the state will be incurred prior to October 1, 2022 or the effective date of the Agreement, whichever is later. Throughout the Agreement, the date of the Grantee's signature or October 1, 2022, whichever is later, will be referred to as the start date. This Agreement is in full force and effect for the period specified.

2. Program Budget and Agreement Amount:

A. Agreement Amount

The total amount of this Agreement is \$164,897.00. Under the terms of this Agreement, the Department will provide funding not to exceed \$164,897.00. The source of funding provided by the Department can be obtained in the Schedule of Financial Assistance, available on-demand in the EGrAMS electronic grants management system (<http://egram-mi.com/mdhhs>).

B. Equipment Purchases and Title

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

C. Deviation Allowance

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

3. Purpose:

The purpose of this Master Agreement is to provide funding for community health and human services.

4. Statement of Work:

The Grantee agrees to undertake, perform and complete the services described in the Attachments, which are part of this Agreement.

5. Financial Requirements:

The financial requirements must be followed as described in Part 2 of this Agreement and Attachments, which are part of this Agreement.

6. Performance/Progress Report Requirements:

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

7. General Provisions:

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

8. Administration of the Agreement:

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

MDHHS Grants Division

Email: MDHHS-EGrAMS-HELP@michigan.gov

9. Grantee's Financial Contact for the Agreement:

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

Cheryl Rupprecht

Financial Officer

Name

Title

cheryl.rupprecht@lansingmi.gov

(517) 483-4808

E-Mail Address

Telephone No.

10. Special Conditions:

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

11. Special Certification:

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

12. Signature Section:

FOR the GRANTEE
Lansing City

Ellery Sosebee

Chief Operating Officer

Name

Title

For the Michigan Department of Health and Human Services

Christine H. Sanches

09/13/2022

Christine H. Sanches, Director
Bureau of Grants and Purchasing

Date

Part 2
General Provisions

I. Responsibilities - Grantee

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

A. Publication Rights

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

B. Fees

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

C. Grant Program Operation

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

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

D. Reporting

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

E. Record Maintenance/Retention

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

F. Authorized Access

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

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

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

G. Audits

This section only applies to Grantees designated as subrecipients by the Department (see Part 1, Section 2.A.).

1. Required Audit or Audit Exemption Notice

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

a. Single Audit

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

b. Financial Related Audit

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

c. Audit Exemption Notice

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

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

2. Financial Statement Audit

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

3. Due Date and Where to Send

The required audit and any other required submissions (i.e., corrective action plan, and management letter with a corrective action plan), and/or Audit Exemption Notice must be submitted to the Department within nine months of the end of the Grantee's fiscal year by e-mail to MDHHS-AuditReports@michigan.gov. Single Audit reports must be submitted simultaneously to the Department and Federal Audit Clearinghouse, in accordance with 2 CFR 200.512(a). The required submissions must be assembled in PDF files and compatible with Adobe Acrobat (read only). The subject line must state the agency name and fiscal year end. The Department reserves the right to request a hard copy of the audit materials if for any reason the electronic submission process is not successful.

4. Penalty

a. Delinquent Single Audit or Financial Related Audit

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

b. Delinquent Audit Exemption Notice

Failure to submit the Audit Exemption Notice, when required, may result in withholding from any payment from Department to the Grantee an amount equal to one percent of the audit year's grant funding until the Audit Exemption Notice is received.

5. Other Audits

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

H. Subrecipient/Contractor Monitoring

When passing federal funds through to a subrecipient (if the Agreement does not prohibit the passing of federal funds through to a subrecipient), the Grantee must:

1. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the information required by 2 CFR 200.332.
2. Ensure the subrecipient complies with all the requirements of this Agreement.
3. Evaluate each subrecipient's risk for noncompliance as required by 2 CFR 200.332(b).
4. Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations and the terms and conditions of the subawards; that subaward performance goals are achieved; and that all monitoring requirements of 2 CFR 200.332(d) are met including reviewing financial and programmatic reports, following up on corrective actions and issuing management decisions for audit findings.
5. Verify that every subrecipient is audited as required by 2 CFR 200 Subpart F.

Develop a subrecipient monitoring plan that addresses the above requirements and provides reasonable assurance that the subrecipient administers federal awards in compliance with laws, regulations and the provisions of this Agreement, and that performance goals are achieved. The subrecipient monitoring plan should include a risk-based assessment to determine the level of oversight and monitoring activities, such as reviewing financial and performance reports, performing site visits and maintaining regular contact with subrecipients.

Establish requirements to ensure compliance for for-profit subrecipients as required by 2 CFR 200.501(h), as applicable.

Ensure that transactions with subrecipients/contractors comply with laws, regulations and provisions of contracts or grant agreements.

I. Notification of Modifications

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

J. Software Compliance

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

K. Human Subjects

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

L. Mandatory Disclosures

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

adversely affect Grantee's viability or financial stability;
or

2. A governmental or public entity's claim or written allegation of fraud; or
3. Any complaint filed in a legal or administrative proceeding alleging the Grantee or its subcontractors discriminated against its employees, subcontractors, vendors, or suppliers during the term of this Agreement; or

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

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

M. Statement of Work Progress Reports

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

N. Conflict of Interest and Code of Conduct Standards

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

O. Travel Costs

1. Be reimbursed for travel costs (including mileage, meals and lodging) budgeted and incurred related to activities provided under this Agreement.
2. If the Grantee has a documented policy related to travel reimbursement

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

3. State of Michigan travel rates may be found at the following website:
https://www.michigan.gov/dtmb/0,5552,7-358-82548_13132---,00.html.
4. International travel must be preapproved by the Department and itemized in the budget.

P. Federal Funding Accountability and Transparency Act (FFATA)

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

Q. Insurance Requirements

1. Maintain at least a minimum of the insurances or governmental self-insurances listed below and be responsible for all deductibles. All required insurance or self-insurance must:
 - a. Protect the state of Michigan from claims that may arise out of, are alleged to arise out of, or result from Grantee's or a subcontractor's performance;
 - b. Be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the state; and
 - c. Be provided by a company with an A.M. Best rating of "A-" or better and a financial size of VII or better.
2. Insurance Types
 - a. Commercial General Liability Insurance or Governmental Self-Insurance: Except for Governmental Self-Insurance, policies must be endorsed to add "the state of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19.

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

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

R. Fiscal Questionnaire

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

S. Criminal Background Check

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

or volunteer who under this Agreement works directly with children.

a. Central Registry: http://www.michigan.gov/mdhhs/0,5885,7-339-73971_7119_50648_48330---,00.html

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

II. Responsibilities - Department

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

A. Reimbursement

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

B. Report Forms

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

III. Assurances

The following assurances are hereby given to the Department:

A. Compliance with Applicable Laws

The Grantee will comply with applicable federal and state laws, guidelines,

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

B. Anti-Lobbying Act

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

C. Non-Discrimination

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

- U.S.C. 1681-1683, 1685-1686), which prohibits discrimination based on sex;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination based on disabilities;
 - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination based on age;
 - e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination based on drug abuse;
 - f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination based on alcohol abuse or alcoholism;
 - g. Sections 523 and 527 of the Public Health Service Act of 1944 (42 U.S.C. 290dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - h. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and,
 - i. The requirements of any other nondiscrimination statute(s) which may apply to the application.
3. Additionally, assurance is given to the Department that proactive efforts will be made to identify and encourage the participation of minority-owned and women-owned businesses, and businesses owned by persons with disabilities in contract solicitations. The Grantee must include language in all contracts awarded under this Agreement which (1) prohibits discrimination against minority-owned and women-owned businesses and businesses owned by persons with disabilities in subcontracting; and (2) makes discrimination a material breach of contract.

D. Debarment and Suspension

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or contractor;
2. Have not within a five-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) or private transaction or contract under a public transaction; violation of

federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section 2;
4. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default; and
5. Have not committed an act of so serious or compelling a nature that it affects the Grantee's present responsibilities.

E. Federal Requirement: Pro-Children Act

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

F. Hatch Act and Intergovernmental Personnel Act

The Grantee will comply with the Hatch Act (5 U.S.C. 1501-1508, 5 U.S.C.

7321-7326), and the Intergovernmental Personnel Act of 1970 (P.L. 91-648) as amended by Title VI of the Civil Service Reform Act of 1978 (P.L. 95-454). Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.

G. Employee Whistleblower Protections

The Grantee will comply with 41 U.S.C. 4712 and must insert this clause in all subcontracts.

H. Clean Air Act and Federal Water Pollution Control Act

The Grantee will comply with the Clean Air Act (42 U.S.C. 7401-7671(q)) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1388), as amended. This Agreement and anyone working on this Agreement will be subject to the Clean Air Act and Federal Water Pollution Control Act and must comply with all applicable standards, orders or regulations issued pursuant to these Acts. Violations must be reported to the Department.

I. Victims of Trafficking and Violence Protection Act

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

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

J. Procurement of Recovered Materials

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

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

K. Subcontracts

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

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

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

- a. Contains additional non-conflicting provisions not set forth in this Agreement;
 - b. Restates provisions of this Agreement to afford the Grantee the same or substantially the same rights and privileges as the Department; or
 - c. Requires the subcontractor to perform duties and/or activities in less time than that afforded the Grantee in this Agreement.
3. That the subcontract does not affect the Grantee's accountability to the Department for the subcontracted activity.
 4. That any billing or request for reimbursement for subcontract costs is supported by a valid subcontract and adequate source documentation on costs and activities.
 5. That the Grantee will submit a copy of the executed subcontract if requested by the Department.

L. Procurement

1. Grantee will ensure that all purchase transactions, whether negotiated or advertised, are conducted openly and competitively in accordance with the principles and requirements of 2 CFR 200.
2. Funding from this Agreement must not be used for the purchase of foreign goods or services.
3. Preference must be given to goods and services manufactured or provided by Michigan businesses, if they are competitively priced and of comparable quality.
4. Preference must be given to goods and services that are manufactured or provided by Michigan businesses owned and operated by veterans, if they are competitively priced and of comparable quality.
5. Records must be sufficient to document the significant history of all purchases and must be maintained for a minimum of four years after the end of the Agreement period.

M. Health Insurance Portability and Accountability Act

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

1. The Grantee must not share any protected health information provided by the Department that is covered by HIPAA except as permitted or required by applicable law, or to a subcontractor as appropriate under this Agreement.
2. The Grantee will ensure that any subcontractor will have the same

obligations as the Grantee not to share any protected health data and information from the Department that falls under HIPAA requirements in the terms and conditions of the subcontract.

3. The Grantee must only use the protected health data and information for the purposes of this Agreement.
4. The Grantee must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Grantee's employees.
5. The Grantee must have a policy and procedure to immediately report to the Department any suspected or confirmed unauthorized use or disclosure of protected health information that falls under the HIPAA requirements of which the Grantee becomes aware. The Grantee will work with the Department to mitigate the breach and will provide assurances to the Department of corrective actions to prevent further unauthorized uses or disclosures. The Department may demand specific corrective actions and assurances and the Grantee must provide the same to the Department.
6. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Part 2, Section V.
7. In accordance with HIPAA requirements, the Grantee is liable for any claim, loss or damage relating to unauthorized use or disclosure of protected health data and information, including without limitation the Department's costs in responding to a breach, received by the Grantee from the Department or any other source.
8. The Grantee will enter into a business associate agreement should the Department determine such an agreement is required under HIPAA.

N. Website Incorporation

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

O. Survival

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

P. Non-Disclosure of Confidential Information

1. The Grantee agrees that it will use confidential information solely for the purpose of this Agreement. The Grantee agrees to hold all confidential information in strict confidence and not to copy, reproduce, sell, transfer or otherwise dispose of, give or disclose such confidential information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such confidential information for any purpose whatsoever other than the performance of this Agreement. The Grantee must take all reasonable precautions to safeguard the confidential information. These precautions must be at least as great as the precautions the Grantee takes to protect its own confidential or proprietary information.
2. Meaning of Confidential Information
For the purpose of this Agreement the term "Confidential Information" means all information and documentation that:
 - a. Has been marked "confidential" or with words or similar meaning, at the time of disclosure by such party;
 - b. If disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning;
 - c. Should reasonably be recognized as confidential information of the disclosing party;
 - d. Is unpublished or not available to the general public; or
 - e. Is designated by law as confidential.
3. The term "confidential information" does not include any information or documentation that was:
 - a. Subject to disclosure under the Michigan Freedom of Information Act (FOIA);
 - b. Already in the possession of the receiving party without an obligation of confidentiality;
 - c. Developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights;
 - d. Obtained from a source other than the disclosing party without an obligation of confidentiality; or
 - e. Publicly available when received or thereafter became publicly available (other than through an unauthorized disclosure by, through or on behalf of, the receiving party).
4. The Grantee must notify the Department within one business day after discovering any unauthorized use or disclosure of Confidential

Information. The Grantee will cooperate with the Department in every way possible to regain possession of the Confidential Information and prevent further unauthorized use or disclosure.

Q. Cap on Salaries

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

IV. Financial Requirements

A. Operating Advance

An operating advance may be requested by the Grantee to assist with program operations. The request should be addressed to the Contract Manager identified in Part 1, Section 8. The operating advance will be administered as follows:

1. The operating advance amount requested must be reasonable in relation to factors including but not limited to program requirements, the period of the Agreement, and the financial obligation. The advance must not exceed 16.67 percent of operating expenses. Operating advances will be monitored and adjusted by the Department relative to the Agreement amount.
2. The operating advance must be recorded as an account payable liability to the Department in the Grantee's financial records. The operating advance payable liability must remain in the Grantee's financial records until fully recovered by the Department.
3. The reimbursement for actual expenditures by the Department should be used by the Grantee to replenish the operating advance used for program operations.
4. The operating advance must be returned to the Department within 30 days of the end date of this Agreement unless the Grantee has a recurring agreement with the Department. Subsequent Department agreements may not be executed if an outstanding operational advance has not been repaid.

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

Due Process procedures include the following:

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

B. Reimbursement Method

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

C. Financial Status Report Submission

The Grantee must electronically prepare and submit FSRs to the Department via the EGrAMS website <http://egrams-mi.com/mdhhs>.

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

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

to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

The instructions for completing the FSR form are available on the EGrAMS website <http://egram-mi.com/mdhhs>. Send FSR questions to FSRMDHHS@michigan.gov.

D. Reimbursement Mechanism

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

E. Final Obligations and Financial Status Reporting Requirements

1. Obligation Report

The Obligation Report, based on annual guidelines, must be submitted by the due date established by and using the format provided by the Department's Expenditures Operations Division. The Grantee must provide an estimate of unbilled expenditures for the entire Agreement period. The information on the report will be used to record the Department's year-end accounts payable and receivable for this Agreement.

2. Department-wide Payment Suspension

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

3. Final FSRs

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

F. Unobligated Funds

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

G. Indirect Costs

The Grantee may use an approved federal or state indirect rate in their budget calculations and financial status reporting. If the Grantee does not have an existing approved federal or state indirect rate, they may use a 10% de

minimis rate in accordance with 2 CFR 200 to recover their indirect costs. Governmental Grantees with an existing cost allocation plan may budget accordingly in lieu of an indirect cost rate. Non-governmental Grantees may use a cost allocation plan only if the plan was in place prior to December 26, 2014.

V. Agreement Termination

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

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

VI. Stop Work Order

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

VII. Final Reporting Upon Termination

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

VIII. Severability

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

IX. Waiver

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

X. Amendments

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

XI. Liability

The Grantee assumes all liability to third parties, loss, or damage because of claims, demands, costs, or judgments arising out of activities, such as but not limited to direct activity delivery, to be carried out by the Grantee in the performance of this Agreement, under the following conditions:

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

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

XII. State of Michigan Agreement

This Agreement is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Agreement are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Agreement must be resolved in the Michigan Court of Claims. Complaints against the State must be initiated in Ingham County, Michigan. Grantee waives any objections, such as lack of personal jurisdiction or forum non conveniens. Grantee must appoint an agent in Michigan to receive service of process.

Project Contracts

[- SDVS-LN - Domestic Violence Specialized Services](#)

MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES
PROJECT LISTING - Domestic Violence Services - 2023
CONTRACT MANAGEMENT SECTION
Lansing City

Attach No	Institution No	Contract No	State Amount	Local Amount	Total Project Amount	Project Title	Start Date	End Date	Project Manager	Phone#	Email Address	Principle Investigator
		E20232569-00	164,897.00	0.00	164,897.00	Domestic Violence Specialized Services	10/01/2022	09/30/2023	Patsy Baker	(517) 335-3705	bakerp2@mi.chigan.gov	

Total: 164,897 0 164,897

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

WHEREAS, for the past twenty-five years, the Capital Area Response Effort (CARE) Programs has served the City of Lansing in ending intimate partner violence in Ingham County; and

WHEREAS, the CARE Program provides empathic listening to the victims; assesses a victim's risk of further injury or homicide; provides education on power and control dynamics; assists with personal safety planning; helps to arrange safe shelter; provides advocacy with legal and civil court proceedings; assists with Victims' Rights Compensation medical forms; provide free 911 phones; provides transportation to local community agencies; accesses other community resources available to victims; dispenses emergency personal need items; and

WHEREAS, drawing as necessary on community referrals, the CARE program acts as a post-arrest response team responding to victims of intimate partner violence in Lansing, East Lansing, Lansing and Meridian Townships and Michigan State University; and

WHEREAS, the CARE Program utilizes 3 full-time staff, one intern per semester (Summer, Fall, Spring) and approximately 30 volunteers (on-call 7-days a week from 0800 – 0100 hours) via Tri-county dispatch center; and

WHEREAS, the CARE Program also responds to victims of non-arrest intimate partner violence via phone contracts and/or of dispatched by local hospitals; and

WHEREAS, in partnership with Ending Violent Encounters (EVE, Inc.) and MSU Safe Place shelters, the CARE Program provides twenty hours volunteer training sessions, three times a year and 60 days probation period for CARE staff as well as volunteers. Volunteer training is geared specifically to domestic violence laws, victim's rights, community resources, empathic listening, crisis intervention and safety planning; and

WHEREAS, via numerous agencies and organizations, the CARE Program also promotes better community awareness of intimate partner violence by providing community education and training; and

WHEREAS, the CARE Program is funded for 10/01/2022 – 09/30/2023 by a renewable pass through federal Domestic Violence Services (DVS) Grant of \$164,897; and

WHEREAS, there is no local match requirement.

NOW, THEREFORE, BE IT RESOLVED, the Lansing City council approves acceptance of the DVS-CARE grant from the Michigan Department of Human Services in the amount of \$164,897 for the period October 1, 2022, through September 30, 2023.



LANSING CITY COUNCIL

GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE: 10/10/2022

GRANT NAME: JAG-72460 Grant – LPD CARE Unit

DEPARTMENT: Police

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Cheryl Rupprecht (Cheryl.rupprecht@lansingmi.gov 517-483-4808)

APPLICATION DATE: July 29, 2022

AWARD DATE: September 28, 2022

GRANT CYCLE: 10/01/2022 – 09/30/2023

Check One: ☐ Annual ☒ One-Time

FUND AMOUNT: \$107,642 (Breakdown below should total this amount)

GOODS & SERVICES	\$0.00
PERSONNEL	\$48,397
CONSTRUCTION	\$0.00
LAND	\$0.00
OTHER (Victim assistance)	\$59,245

CITY MATCH (IF APPLICABLE): Not applicable.

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

September 28, 2022

Ms. Madeline Van Eck
Lansing Police Department
Capital Area Response Effort (CARE)
2500 South Washington Avenue
Lansing, Michigan 48910

RE: MSP # JAG-72460-Lansing Police Department-2023
Lansing Police CARE Program

Dear Ms. Van Eck:

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 for your fiscal year 2023 project is \$107,642.**

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 14, 2022. 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, 2022. 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 # 15PBJA-21-GG-00248-MUMU and 15PBJA-22-GG-00642-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, Director
Grants and Community Services Division

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 July 2022, 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 September 28, 2022, MSP informed the CARE Unit that its grant application was selected to receive grant funding; and

WHEREAS, the grant amount approved is \$107,642; and

WHEREAS, there is no local match requirement; and

WHEREAS, the grant period is October 1, 2022 through September 30, 2023; and

WHEREAS, CARE plans to utilize the grant funds to 1) provide extensive victim assistance in the form of short-term hotel lodging (\$42,195), prepaid cell phones for victims without phone access (\$5,000), gas and grocery gift cards for victims (\$2,000), home security items (\$5,000), relocation assistance and housing application assistance for fleeing victims (\$1,000) and process serving (\$3,000) and 2) hire a new contract employee (\$37,720 plus \$7,677 in health insurance stipends) 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 \$107,642 for the period October 1, 2022, through September 30, 2023.

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



LANSING CITY COUNCIL

GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE: 9/23/2022

GRANT NAME: Byrne Justice Assistance Grant (JAG) 2023

DEPARTMENT: Police

CONTACT PERSON (INCLUDE EMAIL AND PHONE):

APPLICATION DATE August 2022 AWARD DATE: 09/23/2022

GRANT CYCLE: 10/1/2021 - 9/30/2025 Check One: ☐ Annual ☒ One-Time

FUND AMOUNT: \$137,639 (Breakdown below should total this amount)

GOODS & SERVICES	\$90,000
PERSONNEL	\$32,184
CONSTRUCTION	<u>\$0.00</u>
LAND	\$0.00
OTHER	<u>\$15,455 (Goes to sub-recipient Ingham County)</u>

CITY MATCH (IF APPLICABLE): \$0.00

GRANT PAYS FOR: The LPD will utilize its share of the JAG grant to purchase 1) Replacement LPD Dive boat – \$80,000, 2) Mental Health training and 3) an additional cadet position. Ingham County Sheriffs' Office is committed to using their portion of the funds to purchase secure storage for patrol vehicles.

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

The purpose of the BJA FY22 Byrne Memorial Justice Assistance Grant Program is to assist state, local, and tribal law enforcement efforts to prevent or reduce crime and violence.

In general, JAG funds awarded to a unit of local government under the FY 2021 program may be used to hire additional personnel and/or purchase equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice, including for any one or more of the following program areas: • Law enforcement programs • Prosecution and court programs • Prevention and education programs • Corrections and community corrections programs • Drug treatment and enforcement programs • Planning, evaluation, and technology improvement programs • Crime victim and witness programs (other than compensation) 6 • Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams



Andy Schor, Mayor

Lansing Police Department

Office of the Chief of Police
Assistant Chief Robert Backus

120 West Michigan Avenue
Lansing, MI 48933
Phone: (517) 483-6883
Fax: (517) 483-4617
robert.backus@lansingmi.gov



Ellery Sosebee, Chief

September 22, 2022

Dear Robert Backus,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by LANSING, CITY OF for an award under the funding opportunity entitled 2022 BJA FY 22 Edward Byrne Memorial Justice Assistance Grant Program - Local Solicitation. The approved award amount is \$137,639.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

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

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

"Capital City's Finest"

Maureen Henneberg

Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

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

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

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other

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related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

NEPA Coordinator

First Name

Orbin

Middle Name

Last Name

Terry

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

2022 JAG Grant

WHEREAS, the Lansing Police Department (LPD) submitted a 100% Federally-funded multi-jurisdiction grant application to the Office of Justice Programs, U.S. Bureau of Justice Assistance for a four-year Justice Assistance Grant (JAG); and

WHEREAS, the LPD JAG application was endorsed by Ingham County, and was accepted by the Bureau of Justice Assistance (award #13689502); and

WHEREAS, the JAG grant is a cooperative plan with Ingham County; and

WHEREAS, the Bureau of Justice Assistance will award \$137,639.00 to be split \$122,184.00 to the City of Lansing and \$15,455.00 to the County of Ingham; and

WHEREAS, the federal award of \$137,639.00 requires no local match from either of the local agencies; and

WHEREAS, the LPD will utilize its share of the JAG grant to fund purchasing a new dive boat (\$80,000), mental health training (\$10,000) and hiring an additional police cadet (\$32,184); and

WHEREAS, Ingham County Sheriffs' Office is committed to using their portion of the funds to purchase secure storage devices for patrol vehicles.

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council approves acceptance of the multi-agency 2022 Justice Assistance Grant in the total amount of \$137,639.00 (requiring no local match) for the grant period beginning October 1, 2021 and ending September 30, 2025; and

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



LANSING CITY COUNCIL

GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE: 10/10/2022

GRANT NAME: STOP Violence Against Women 2023

DEPARTMENT: Police

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Cheryl Rupprecht (Cheryl.Rupprecht@lansingmi.gov) 484-4808

APPLIICATION DATE: AWARD DATE: September 15, 2022

GRANT CYCLE: 10/1/2022 – 9/30/2023 Check One: ☐ Annual ☒ One-Time

FUND AMOUNT: \$192,972.00 (Breakdown below should total this amount)

GOODS & SERVICES \$0.00

PERSONNEL \$192,792

CONSTRUCTION \$0.00

LAND \$0.00

OTHER (Training)

CITY MATCH (IF APPLICABLE): \$48,241 (this represents 25% of the \$192,972 fund amount)

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

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

The focus of the program is the implementation of comprehensive strategies to stop violence against women that are sensitive to the needs and safety of victims and that hold offenders accountable. Allowable uses are salaries and fringe benefits. LPD plans to utilize the grant funds to fund two (2) positions – 1) a detective dedicated to investigating crimes related to domestic violence and stalking, and 2) a crime analyst contract employee to support the investigations conducted by the grant detective.

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

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

WHEREAS, LPD was informed on September 15, 2022, that it's has been approved to receive grant funding reimbursement of salaries and fringes; and

WHEREAS, the total grant compensation is \$192,972, of which \$144,731 is grant reimbursement funding, while \$48,241 is local match amount; and

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

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

WHEREAS, the grant period is October 1, 2022 through September 30, 2023.

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council approves acceptance of the \$144,731 grant from of Michigan Department of Health and Human Services; and

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