AGENDA

Committee on Ways and Means
AGENDA FOR OCTOBER 2, 2023 AT 4:30 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.
view on: https://www.youtube.com/@lansingcitycouncil4446/stream

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Council Member Spadafore, Chairperson
Council Member Wood, Vice Chairperson
Council Member Jackson, Member

1. **Call to Order**
2. **Roll Call**
3. **Minutes**
   A. September 11, 2023
4. **Public Comment on Agenda Items (Up to 3 Minutes)**
5. **Discussion/Action:**
   B. RESOLUTION - Donation Acceptance; Lansing Police Department Special Tactics and Rescue Team
   C. RESOLUTION - Donation Acceptance; Lansing Police Department Firing Range Unit
   D. DISCUSSION - Sole Source Purchase; Lansing Police Department request for All City Management Services as the vendor for Lansing's School Crossing Guard Program
   E. RESOLUTION - Grant Acceptance; Section 219 Federal Funding for the Combined Sewer Overflow Downtown - Washington Square / Ottawa Street Project
   F. RESOLUTION - Grant Acceptance; Financial Empowerment Center Jackson National Life Grant
   G. RESOLUTION - Grant Acceptance; OS Reentry Program Contract Bonus for the Office of Financial Empowerment from the Department of Corrections for job placement and retention performance
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, September 11, 2023 @ 4:30 p.m.
City Council Conference Room

CALL TO ORDER
Council Member Spadafore called the meeting was called to order at 4:30 p.m.

PRESENT
Council Member Peter Spadafore, Chair
Council Member Carol Wood, Vice Chair
Council Member Brian T. Jackson, Member

OTHERS PRESENT
Sherrie Boak, Council Office Manager
Lisa Hagen-Lawrence, OCA
Greg Venker, OCA
Emily Linden, Internal Auditor
Andy Kilpatrick, Public Service Director

Minutes
MOTION BY COUNCIL MEMBER WOOD TO APPROVE THE MINUTES FROM AUGUST 28, 2023, AS PRESENTED. MOTION CARRIED 3-0.

Public Comment
No public comment at this time.

Discussion/Action:
RESOLUTION – Grant Acceptance; US Department of Transportation Safe Streets for All (SS4A) Grant
Council Member Spadafore noted it is $168,000 federal funds and does have a City match.

Mr. Kilpatrick noted it is the first year of this grant program, and there is a required safety action plan before funding for implementation. Two areas; SW Lansing, where the focus will be and a lot of major corridors. This will be to development the action plan, looking at corridors, school busing that was eliminated where CATA is being used instead. More use of public transportation, bike lanes and sidewalks. The state is currently looking at islands along S MLK Jr. Once the plan is put together they will apply for funding for the implementation.

Council Member Wood asked about the plan that was one before. Mr. Kilpatrick confirmed the City did get $600,000 for sidewalk and such in schools. This is for areas where there are other issues with counter measures, and a safety plan with schools incorporated, but not specific to just schools. They will look at data, have community outreach, reach out to groups, and work with other agencies including Disability Network, Coalition for the Blind, RSVP, Peckham, and other agencies.

Council Member Wood asked if they have considered the west side neighborhood, specific to the light at Jennison. Mr. Kilpatrick confirmed it is an MDOT intersection, and they will make the determination and will send out the report when their recommendation is available.

MOTION BY COUNCIL MEMBER WOOD TO APPROVE THE RESOLUTION FOR THE GRANT ACCEPTANCE FOR THE US DEPARTMENT OF TRANSPORTATION SAFE STREETS FOR ALL GRANT. MOTION CARRIED 3-0.

OTHER
No other topics at this time.

ADJOURN
Adjourned at 4:37 p.m.
Submitted by,
Sherrie Boak, Recording Secretary,
Lansing City Council
Approved by the Committee on

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 $10,674.01 of the funds from the golf outing to LPD's START Unit; and

WHEREAS, this year, Mr. King/Modern Woodmen of America Chapter 326 is donating $8,276.42 on 8/8/2023 to LPD's START Unit as a result of the June, 2023 Fourth Annual Ron Seyka Memorial Golf Outing; and

WHEREAS, the START Unit also received a donation of $2,500 on July 25, 2023, from Modern Woodmen of America; and

WHEREAS, START intends to use the combined $10,776.42 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 $10,776.42; 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.

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

WHEREAS, Ralph Shaheen and Paul Gentilozzi were conducting firearms training at the Firing Range; and

WHEREAS, Mr. Shaheen and Mr. Gentilozzi inquired how to be supportive to LPD firearms needs; and

WHEREAS, the Firing Range received a donation to reimburse purchases of firearms in order to unencumber LPD’s Firing Range budget for additional firearms needs; and

WHEREAS, Mr. Shaheen donated $7,500.00 and Mr. Gentilozzi donated $7,500.00 of personal funds LPD’s Firing Range Unit; and

WHEREAS, Firing Range Unit intends to use the combined $15,000.00 donation amounts for reimbursement of Invoice 1043700-IN in the amount of $15,086.75 to purchase the Q3131K-WIN firearms.

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council approves acceptance of the two donations to the Firing Range Unit totaling $15,000.00; 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.

KIESLER POLICE SUPPLY
2802 SABLE MILL RD
JEFFERSONVILLE, IN 47130

Invoice

Bill-to Customer
LANSING POLICE-ADMIN SUP
120 W MICHIGAN AVE 4TH FLOOR
LANSING, MI 48933

Ship-to Address
LANSING POLICE-FIREARMS RANGE
ATTN: JIMMY GARCIA/PH: 517-483-4838
16001 AIRPORT RD
LANSING, MI 48906

Your Reference			
External Document No.	SO191415	Tax Registration No.	
Shipment Method		Salesperson	BEKAH NAVILLE
Currency	USD	Email	
Invoice	SI102979	Home Page	
Document Date	August 11, 2022	Phone No.	

No.	Item	Quantity	Unit of Measure	Unit Price	Amount
KIESLER PREBILL NOTE	AS OF TODAY'S DATE KIESLER POLICE SUPPLY, INC. HAS	1	EACH	0.00	0.00
	NOT RECEIVED THE TRADES MENTIONED & APPLIED BELOW.	0		0.00	0.00
	THIS INVOICE IS SUBJECT TO CHANGE IF WE DO NOT	0		0.00	0.00
	RECEIVE THE QUANTITY AGREED UPON ORIGINALLY	0		0.00	0.00
		0		0.00	0.00
KIESLER NOTE	WHEN SUBMITTING FOR PAYMENT PLEASE REFERENCE	1	EACH	0.00	0.00
	ORIGINAL SO191415	0		0.00	0.00
		0		0.00	0.00
KIESLER NOTE	PO# P088098 MUST APPEAR ON ALL INVOICES	1	EACH	0.00	0.00
	AND PACKAGES	0		0.00	0.00
		0		0.00	0.00
KIESLER NOTE	DO NOT MAIL INVOICE - AWAITING TRADES	1	EACH	0.00	0.00
	AGENCY WILL ONLY OWE $15,390.00 ONCE TRADES	0		0.00	0.00
	ARE RECEIVED. APPLY CREDIT FROM RA# 3680	0		0.00	0.00
	BID# B/23/011	0		0.00	0.00
		0		0.00	0.00
KIESLER NOTE	CREDIT FROM RA# 3680	1	EACH	-27,900.00	-27,900.00
		0		0.00	0.00
KIESLER NOTE	AGENCY WILL BE TRADING IN THE FOLLOWING:	1	EACH	0.00	0.00
	(90) USED GLOCK 21 VARIOUS GENERATIONS (3&4)	0		0.00	0.00
	W/ GLOCK NIGHT SIGHTS & 3 MAGS EACH	0		0.00	0.00
	@ $310/EA. TOTAL TRADE VALUE = $27,900.00	0		0.00	0.00
		0		0.00	0.00
GLOCPA455S702MOS	GLOCK 45MOS GEN5 9MM PISTOL BLACK, FRONT SERRATION	90	EACH	481.00	43,290.00
	GLOCK NIGHT SIGHTS	0		0.00	0.00
	RAHKE	0		0.00	0.00
		0		0.00	0.00
SHIPPING	Shipping NO CHARGE FOR DS FROM GLOCK	1	EACH	0.00	0.00

KIESLER POLICE SUPPLY FFL# 4-35-019-11-1M-08220

Invoice

KIESLER POLICE SUPPLY
2802 SABLE MILL RD
JEFFERSONVILLE, IN 47130

Bill-to Customer
LANSING POLICE-ADMIN SUP
120 W MICHIGAN AVE 4TH FLOOR
LANSING, MI 48933

Ship-to Address
LANSING POLICE-FIREARMS RANGE
ATTN: JIMMY GARCIA/PH: 517-483-4838
16001 AIRPORT RD
LANSING, MI 48906

Your Reference	
External Document No.	SO191415
Shipment Method	
Currency	USD
Invoice	SI102979
Document Date	August 11, 2022

Tax Registration No.	
Salesperson	BEKAH NAVILLE
Email	
Home Page	
Phone No.	

Total USD	15,390.00
Tax Amount	0.00
Total USD Incl. Tax	15,390.00

KIESLER POLICE SUPPLY FFL# 4-35-019-11-1M-08220

RETURNED GOODS POLICY

No returned goods will be accepted without prior consent. Any packages returned without properly displaying a return authorization number will be refused. Returns subject to up to 25% restocking fee

DEFECTIVE MERCHANDISE POLICY

We are not a warranty repair station for any manufacturer. Returns of defective merchandise must be made directly to the manufacturer for repair or replacement.

DAMAGED GOODS POLICY

Claims of shortages or damaged shipments must be made immediately upon receipt of shipment.

CITY of LANSING
INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor

FROM: Stephanie Robinson, Senior Buyer

DATE: September 6, 2023

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

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

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

Department: Lansing Police Department
Vendor: All City Management Services
Item Purchased: School Crossing Guard Services
Dollar Amount: $ 352,674.00 (July 1, 2023 thru June 30, 2024)

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

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

sr

CITY of LANSING
INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor

FROM: Stephanie Robinson, Senior Buyer

DATE: **July 26, 2023**

SUBJECT: Sole Source – All City Management Services

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

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

Based on the attached letter we recommend issuing a sole source purchase order to All City Management Services the amount of $ 352,674.00. This is a one-year contract per the request of the Lansing Police Department.

Attachment

Date: ________________

Approved______ Denied ______

____
Andy Schor, Mayor

LANSING POLICE DEPARTMENT
Accounting Services Section

120 West Michigan Avenue
Lansing, MI 48933
Phone: (517) 483-4808
Fax: (517) 377-0166

Andy Schor, Mayor

Ellery Sosebee, Chief

TO: Stephanie Robinson
FROM: Ellery Sosebee, Chief of Police
SUBJECT: Sole Source – All City Management Services
DATE: July 26, 2023

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

Current law reads as follows:

257.613c School crossing guard; responsibility of local law enforcement agency; instruction required; approval and conduct of courses.

Sec. 613c.

(1) School crossing guards shall be the responsibility of the local law enforcement agency having immediate jurisdiction of the crossing.
(2) A person shall receive a minimum of 4 hours instruction before performing the duties of a school crossing guard. Two hours of additional instruction shall be given annually to a school crossing guard before the beginning of each school year. The courses of instruction shall be approved by the department of education and the department of state police and conducted by the local law enforcement agency having jurisdiction or its designee.

History: Add. 1978, Act 227, Imd. Eff. June 14, 1978

The ACMS proposal is the most efficient solution for management of the Lansing school district's school crossing zones. ACMS will provide all recruiting, staffing, background vetting, training, equipment, insurance, inspections, supervision, and management of the City of Lansing Crossing Guard Program.

Andy Schor, Mayor

LANSING POLICE DEPARTMENT
Accounting Services Section

120 West Michigan Avenue
Lansing, MI 48933
Phone: (517) 483-4808
Fax: (517) 377-0166

Ellery Sosebee, Chief

The proposal is for a one-year contract at the rate of $27.99 per hour, per crossing guard. This is 12% increase from last year's contract. Pricing is based on a minimum of 33 crossing sites for 180 days based on a projected (12,600) hours of service. The total contract amount is not to exceed $352,674.

Thank you for your assistance with this matter.

Ellery Sosebee, Chief of Police

"Capitol City's Finest"

ALL CITY MANAGEMENT SERVICES

December 15, 2022

Joe McClure
Budget Control Supervisor
City of Lansing
120 W. Michigan Ave., Lansing, MI 48933

Dear Supervisor,

It is once again the time of the year when many agencies are formulating their budgets for the coming fiscal year. Toward that end, please allow this letter to serve as confirmation of our interest in extending our agreement for Crossing Guard Services through the 2023-2024 fiscal year.

For the past three years we have experienced cost increases in most faucets of our operations. Our goal this year is also to increase Crossing Guard wages. To accomplish this, we must request a price increase for the coming fiscal year. Staffing challenges have been an issue for all sectors of business these last few years, as the labor market has drastically changed.

In a post pandemic labor-market we have experience wages that were once acceptable no longer attract qualified personnel. Higher wage levels are now required for many entry-level positions across the nation, having a severe impact on jobs that require high levels of proximity and fact to face contact.

This position has become even more challenging to staff because of the increased hazards related to the position. A recent report from "Smart Growth America" states the rise in people killed while walking is a worsening epidemic and has continued to rise in recent years. Additionally, the rising costs of gas prices has become an issue for this position because most guards are required to go back and forth up to 4 times a day. When factoring in the rising costs of gas prices and the increased hazards related to this position, make this position a challenge to staff without competitive daily compensation provided to guards.

To facilitate the calculation of the 2023-2024 annual cost of your Crossing Guard program we have developed and included with this letter a Client Worksheet. This Worksheet is our best estimation of the hours and cost of your program as it currently exists.

While we remain committed to providing a safe, cost-effective and professional School Crossing Guard Program we hope you will find this new pricing acceptable. If you have any questions or need additional information, please contact me at (800) 540-9290. Take care.

Sincerely,

Baron Farwell
General Manager

10440 Pioneer Blvd Suite 5 • Santa Fe Springs, Ca 90670 • 310-202-8284 • 800-540-9290 • FAX 310-202-8325

All City Management Services Inc.

Client Worksheet 2023 - 2024

Department: **800301**

Billing Rate for 2023/2024: $27.99

City of Lansing
120 W. Michigan Ave.
Lansing, MI 48933

KEY:
Traditional Calendar:
For sites with no regularly scheduled early release days, use 180 regular days
For sites with one regularly scheduled early release day/week, use 144 regular days and 36 minimum days

Sites with traditional calendar:

		62		180		$27.99	=	$312,368.40
31	Sites at 2.0 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		
		8		180		$27.99	=	$40,305.60
2	Sites at 4.0 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

TOTAL PROJECTED HOURS **12600** **TOTAL ANNUAL PROJECTED COST** **$352,674.00**

AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the "Agreement") is dated May 3, 2023 and is between the CITY OF LANSING (hereinafter called the "City"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a term which commences on or about July 1, 2023 and ends on June 30, 2024 and for such term thereafter as the parties may agree upon.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. The City agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Twenty-seven Dollars and Ninety-nine Cents **($27.99)** per hour, per Crossing Guard during the term. Based on a minimum of thirty-three (33) sites the Contractor shall bill a minimum of 2.0 hours per day, per Crossing Guard, unless Contractor fails to perform service. Based upon a projected (12,600) hours of service the cost shall not exceed Three Hundred Fifty-two Thousand, Six Hundred Seventy-four Dollars ($352,674.00) per year.

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

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

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

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

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

[SIGNATURES FOLLOW ON NEXT PAGE]

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

CITY	**CONTRACTOR**
City of Lansing	**All City Management Services, Inc.**
By______________________________ Signature	By______________________________ D. Farwell, Corporate Secretary
______________________________ Print Name and Title	
Date______________________________	Date______________________________

AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the "Agreement") is dated May 3, 2023 and is between the CITY OF LANSING (hereinafter called the "City"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a term which commences on or about July 1, 2023 and ends on June 30, 2024 and for such term thereafter as the parties may agree upon.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. The City agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Twenty-seven Dollars and Ninety-nine Cents **($27.99)** per hour, per Crossing Guard during the term. Based on a minimum of thirty-three (33) sites the Contractor shall bill a minimum of 2.0 hours per day, per Crossing Guard, unless Contractor fails to perform service. Based upon a projected (12,600) hours of service the cost shall not exceed Three Hundred Fifty-two Thousand, Six Hundred Seventy-four Dollars ($352,674.00) per year.

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

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

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

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

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

[SIGNATURES FOLLOW ON NEXT PAGE]

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

CITY **CONTRACTOR**

City of Lansing **All City Management Services, Inc.**

By______________________________
Signature

By______________________________
D. Farwell, Corporate Secretary

Ellery Sosebee, Chief of Police
Print Name and Title

Date 07/26-2023

Date______________________________

Sole Source Memo Letter

Information Page

Creator

STEPHANIE ROBINSON

Contact Person *

STEPHANIE ROBINSON

Department

Police

Contact Person Phone

5174834128

Contact Person Email

stephanie.robinson@lansingmi.gov

Goods or Service? *

○ Goods ◉ Services

Vendor Name *

ALL CITY MANAGEMENT

Vendor Number

V009201

Approval Deadline

8/4/2023

Proposed Start Date

8/18/2023

Proposed End Date

6/30/2024

Account Number

1013221-743000

Purchase Order Number

Deadline Info

Justification

CROSSING GUARD SOLE SOURCE FOR 2023-2024 SCHOOL YEAR

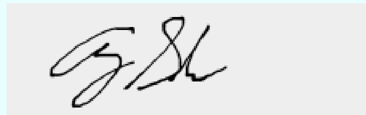
Routing

Mayor's Office: Click Forward Packet, then submit to complete task.

Mayor Approval

(•) Approved ( ) Denied

Mayor Signature (Approval)



Support Documents

SOLE SOURCE ALL CITY MANAGEMENT SERVICES LETTER TO MAYOR LPD JULY 2023.pdf	631.04KB
2023-2024 CROSSING GUARD SOLE SOURCE.pdf	232.34KB
Lansing, MI 2023-2024 Pricing Letter.pdf	99.88KB
Lansing, MI Services Contract 2023-2024.pdf	119.72KB
Lansing MI Services Contract 2023-2024.pdf	199.75KB

Purchasing PO

P089219 ALL CITY MANAGEMENT SERVICES LPD.pdf	328.68KB

Cover Letter

SOLE SOURCE MEMO FOR ALL CITY MANAGEMENT SERVICES TO COUNCIL - MAYOR SEPT 2023 .pdf	88.79KB

Forward Packet *

☑ Done

LANSING POLICE DEPARTMENT
Accounting Services Section

120 West Michigan Avenue
Lansing, MI 48933
Phone: (517) 483-4808
Fax: (517) 377-0166

Andy Schor, Mayor

Ellery Sosebee, Chief

TO: Stephanie Robinson
FROM: Ellery Sosebee, Chief of Police
SUBJECT: Sole Source – All City Management Services
DATE: July 26, 2023

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

Current law reads as follows:

257.613c School crossing guard; responsibility of local law enforcement agency; instruction required; approval and conduct of courses.

Sec. 613c.

(1) School crossing guards shall be the responsibility of the local law enforcement agency having immediate jurisdiction of the crossing.
(2) A person shall receive a minimum of 4 hours instruction before performing the duties of a school crossing guard. Two hours of additional instruction shall be given annually to a school crossing guard before the beginning of each school year. The courses of instruction shall be approved by the department of education and the department of state police and conducted by the local law enforcement agency having jurisdiction or its designee.

History: Add. 1978, Act 227, Imd. Eff. June 14, 1978

The ACMS proposal is the most efficient solution for management of the Lansing school district's school crossing zones. ACMS will provide all recruiting, staffing, background vetting, training, equipment, insurance, inspections, supervision, and management of the City of Lansing Crossing Guard Program.

Andy Schor, Mayor

LANSING POLICE DEPARTMENT
Accounting Services Section

120 West Michigan Avenue
Lansing, MI 48933
Phone: (517) 483-4808
Fax: (517) 377-0166

Ellery Sosebee, Chief

The proposal is for a one-year contract at the rate of $27.99 per hour, per crossing guard. This is 12% increase from last year's contract. Pricing is based on a minimum of 33 crossing sites for 180 days based on a projected (12,600) hours of service. The total contract amount is not to exceed $352,674.

Thank you for your assistance with this matter.

Ellery Sosebee, Chief of Police

"Capitol City's Finest"

ALL CITY MANAGEMENT SERVICES

December 15, 2022

Joe McClure
Budget Control Supervisor
City of Lansing
120 W. Michigan Ave., Lansing, MI 48933

Dear Supervisor,

It is once again the time of the year when many agencies are formulating their budgets for the coming fiscal year. Toward that end, please allow this letter to serve as confirmation of our interest in extending our agreement for Crossing Guard Services through the 2023-2024 fiscal year.

For the past three years we have experienced cost increases in most faucets of our operations. Our goal this year is also to increase Crossing Guard wages. To accomplish this, we must request a price increase for the coming fiscal year. Staffing challenges have been an issue for all sectors of business these last few years, as the labor market has drastically changed.

In a post pandemic labor-market we have experience wages that were once acceptable no longer attract qualified personnel. Higher wage levels are now required for many entry-level positions across the nation, having a severe impact on jobs that require high levels of proximity and fact to face contact.

This position has become even more challenging to staff because of the increased hazards related to the position. A recent report from "Smart Growth America" states the rise in people killed while walking is a worsening epidemic and has continued to rise in recent years. Additionally, the rising costs of gas prices has become an issue for this position because most guards are required to go back and forth up to 4 times a day. When factoring in the rising costs of gas prices and the increased hazards related to this position, make this position a challenge to staff without competitive daily compensation provided to guards.

To facilitate the calculation of the 2023-2024 annual cost of your Crossing Guard program we have developed and included with this letter a Client Worksheet. This Worksheet is our best estimation of the hours and cost of your program as it currently exists.

While we remain committed to providing a safe, cost-effective and professional School Crossing Guard Program we hope you will find this new pricing acceptable. If you have any questions or need additional information, please contact me at (800) 540-9290. Take care.

Sincerely,

Baron Farwell
General Manager

10440 Pioneer Blvd Suite 5 • Santa Fe Springs, Ca 90670 • 310-202-8284 • 800-540-9290 • FAX 310-202-8325

All City Management Services Inc.

Client Worksheet 2023 - 2024

Department: **800301**

Billing Rate for 2023/2024: $27.99

City of Lansing
120 W. Michigan Ave.
Lansing, MI 48933

KEY:
Traditional Calendar:
For sites with no regularly scheduled early release days, use 180 regular days
For sites with one regularly scheduled early release day/week, use 144 regular days and 36 minimum days

Sites with traditional calendar:

		62		180		$27.99	=	$312,368.40
31	Sites at 2.0 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		
		8		180		$27.99	=	$40,305.60
2	Sites at 4.0 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

TOTAL PROJECTED HOURS **12600** **TOTAL ANNUAL PROJECTED COST** **$352,674.00**

AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the “Agreement”) is dated May 3, 2023 and is between the CITY OF LANSING (hereinafter called the "City"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a term which commences on or about July 1, 2023 and ends on June 30, 2024 and for such term thereafter as the parties may agree upon.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. The City agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Twenty-seven Dollars and Ninety-nine Cents **($27.99)** per hour, per Crossing Guard during the term. Based on a minimum of thirty-three (33) sites the Contractor shall bill a minimum of 2.0 hours per day, per Crossing Guard, unless Contractor fails to perform service. Based upon a projected (12,600) hours of service the cost shall not exceed Three Hundred Fifty-two Thousand, Six Hundred Seventy-four Dollars ($352,674.00) per year.

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

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

[SIGNATURES FOLLOW ON NEXT PAGE]

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

CITY | **CONTRACTOR**

City of Lansing

By______________________________
Signature

Ellery Sosebee, Chief of Police
Print Name and Title

Date 07/26-2023

All City Management Services, Inc.

By______________________________
D. Farwell, Corporate Secretary

Date______________________________

CITY OF LANSING

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

PURCHASE ORDER

P.O. NUMBER	P089219
DATE	08/21/23
VENDOR I.D.	V009201
DELIVERY DATE	
FOB	
REQUISITION NO	PR018379

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

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

PHONE# (800) 540-9290 FAX#

DELIVER ITEMS TO:

LANSING POLICE - CENTRAL SERVICES
120 W MICHIGAN AVE 4TH FL
LANSING, MI 48933

SEND INVOICE TO:

LANSING POLICE - CENTRAL SERVICES
120 W MICHIGAN AVE 4TH FL
LANSING, MI 48933

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
001	FY24 CROSSING GUARDS SCHOOL YEAR 2023-2024	352,674	LS	1.00	352,674.00
				TAX	0.00
				TOTAL	352,674.00

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:

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

Federal Tax ID: 38-6004628

AUTHORIZED SIGNATURE Desiree A. Kirkland

Andy Schor, Mayor

LANSING POLICE DEPARTMENT
Accounting Services Section

120 West Michigan Avenue
Lansing, MI 48933
Phone: (517) 483-4808
Fax: (517) 377-0166

Ellery Sosebee, Chief

TO: Stephanie Robinson
FROM: Ellery Sosebee, Chief of Police
SUBJECT: Sole Source – All City Management Services
DATE: July 26, 2023

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

Current law reads as follows:

257.613c School crossing guard; responsibility of local law enforcement agency; instruction required; approval and conduct of courses.

Sec. 613c.

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History: Add. 1978, Act 227, Imd. Eff. June 14, 1978

The ACMS proposal is the most efficient solution for management of the Lansing school district's school crossing zones. ACMS will provide all recruiting, staffing, background vetting, training, equipment, insurance, inspections, supervision, and management of the City of Lansing Crossing Guard Program.

"Capitol City's Finest"

LANSING POLICE DEPARTMENT
Accounting Services Section

120 West Michigan Avenue
Lansing, MI 48933
Phone: (517) 483-4808
Fax: (517) 377-0166

Andy Schor, Mayor

Ellery Sosebee, Chief

The proposal is for a one-year contract at the rate of $27.99 per hour, per crossing guard. This is 12% increase from last year's contract. Pricing is based on a minimum of 33 crossing sites for 180 days based on a projected (12,600) hours of service. The total contract amount is not to exceed $352,674.

Thank you for your assistance with this matter.

Ellery Sosebee, Chief of Police

"Capitol City's Finest"

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

CITY

City of Lansing

By______________________
Signature

Andy Schor Mayor
Print Name and Title

Date 8/8/2023

CONTRACTOR

All City Management Services, Inc.

By______________________
D. Farwell, Corporate Secretary

Date 8/10/23

Approved as to form
Office of the City Attorney

Approved as to form

LANSING CITY COUNCIL

GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE: 9/11/2023

GRANT NAME: Section 219 Federal Funding

DEPARTMENT: Public Service Dept.

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Alec Malvetis, alec.malvetis@lansingmi.gov, 517-282-1356
Nicole McPherson, nicole.mcpherson@lansingmi.gov, 517-483-4458

APPLICATION DATE: 3/8/2022 AWARD DATE: following City Council Acceptance

GRANT CYCLE: 2024 construction season Check One: ___Annual ☑One-Time

FUND AMOUNT: $6,000,000 (Breakdown below should total this amount)

GOODS & SERVICES	
PERSONNEL	
CONSTRUCTION	$6,000,000.00
LAND	$0.00
OTHER (Training)	

CITY MATCH (IF APPLICABLE): $2,000,000 (in part, covered by LBWL)

GRANT PAYS FOR: Construction & Construction Engineering (for the CSO Downtown – Washington Square / Ottawa Street Project)

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

The grant can only be used for the CSO Downtown – Washington Square / Ottawa Street Project; specifically, the associated sewer separation construction and construction of the Lansing Board of Water & Light's related watermain and steam utility rehabilitation. Construction Engineering for this CSO Project is also a grant eligible expense.

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

WHEREAS, the State of Michigan Department of Environment, Great Lakes, and Energy (EGLE), through its Administrative Consent Order #ACO-05153 (Consent Order) dated December 12, 2019, ordered the City to abate raw sewage overflows from its sewerage collection system; and

WHEREAS, EGLE and the City have agreed to implement the City's Wet Weather Control Plan, as amended (Wet Weather Control Plan), in compliance with the Consent Order; and

WHEREAS, the "Downtown – Washington Square / Ottawa Street Project" is one of the CSO control "sewer separation" projects that must be completed in order to achieve compliance with the Consent Order's requirements; and

WHEREAS, based on the need to defray some of the construction costs of sewer separation, the City requested of the U.S Army Corp of Engineers federal funding to support the project through the Section 219 Program (i.e., Section 219(f)(157) of the Water Resources Development Act of 1992); and

WHEREAS, based on the request from the City, the provision of construction assistance for the non-Federal project, the Downtown – Washington Square / Ottawa Street Project, was authorized by Section 219 (f)(157) of the Water Resources Development Act of 1992, Public Law 102-580, as amended (hereinafter "Section 219"); and

WHEREAS, the Section 219 Partnership Agreement with the U.S Army Corp of Engineers will establish a 75% / 25% cost share with the amount of Federal Section 219 funds available for such work limited to $6,000,000 and the City's cost projected to be $2,000,000; and

WHEREAS, like all CSO Projects, the Downtown – Washington Square / Ottawa Street Project will be conducted as a partnership with the Lansing Board of Water and Light (BWL), so the BWL's needed watermain and steam utility rehabilitation in the area can be conducted concurrently to the City's sewer separation work; and

WHEREAS, based on inclusion of the BWL's utility rehabilitation within the project scope, the BWL will be funding a significant portion of the City's projected cost match of $2,000,000; and

WHEREAS, in order to be prepared in 2024 for commencement of this mandated CSO construction, Public Service Department requested and received funding in conjunction with the Fiscal Year 2024 Budget to cover the City's cost share for this sewer separation project.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council hereby accepts the Section 219 Federal Funding for the CSO Downtown – Washington Square / Ottawa Street Project.

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, and to execute any necessary agreements upon approval as to form by the City Attorney.

LANSING CITY COUNCIL

GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE: August 29, 2023

GRANT NAME: Jackson National

DEPARTMENT: Department Neighborhoods, Arts & Engagement (OFE)

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Amber Paxton, amber.paxton@lansingmi.gov (517) 648-6643

APPLIICATION DATE: N/A AWARD DATE:

GRANT CYCLE: _November 1 – April 1__________ Check One: ___Annual _X__One-Time

FUND AMOUNT: _$15,000____________ (Breakdown below should total this amount)

GOODS & SERVICES	$15,000
PERSONNEL	
CONSTRUCTION	$0.00
LAND	$0.00
OTHER (Training)	

CITY MATCH (IF APPLICABLE): N/A

GRANT PAYS FOR: Consulting Services to assist MFE Program Manager in relaunching the FCE, up to $75 per hour up to 8hrs per week, up to 5 months.

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

In a recent meeting with Jackson National's Susannah Berry, she let us know that Jackson wants to invest in financial counseling in Lansing. I, Amber Paxton, in turn asked if they would consider this level of support now.

Danielle Robinson
Assistant Vice President, Corporate Philanthropy
One Corporate Way
Lansing, MI 48951
517-367-4769
danielle.robinson@jackson.com

August 29, 2023

Amber Paxton
Director, Office of Financial Empowerment
Department of Neighborhoods & Citizen Engagement
1220 W. Kalamazoo St.
Lansing, MI 48915

Ms. Paxton,

At Jackson, we believe in financial freedom for all Americans. As a retirement services provider, we see firsthand the challenges faced by individuals navigating how to support their retirement goals. That's why we are proud to support the efforts undertaken by the Financial Empowerment Center (FEC) and the Office of Financial Empowerment (OFE) to increase financial wellness in our community.

During this time of transition, we wish to support the Office of Financial Empowerment with a grant of $15,000. These funds should be restricted to specifically fund a contract position to support the work required to restart the FEC under the OFE. This funding should be used to hire a contractor as you see fit and utilize this contractor to execute a transition plan as defined by yourself, working toward re-opening the FEC in March 2024.

Should you have any questions or concerns, please contact me.

Sincerely,

Danielle Robinson

Danielle Robinson
Assistant Vice President, Corporate Philanthropy

Resolution #2023-###

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

WHEREAS, on August 29, 2023, the City of Lansing was selected by Jackson National Life (Jackson) to receive funding in the amount of $15,000;

WHEREAS, the City of Lansing's Office of Financial Empowerment, which is part of the Department of Neighborhoods & Citizen Engagement will be receiving said funding from Jackson for the purposes of hiring a part-time, temporary consultant to assist in the relaunching of the Financial Empowerment Center as a program delivered by the City rather than by a non-profit partner;

WHEREAS, this funding was not the result of a competitive proposal process, but rather stems from Jackson's strong desire to expand financial counseling and coaching efforts in Lansing, and will be received upon approval by Council and signed agreement;

WHEREAS, the award for $15,000.00 does not require a local match;

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council approves acceptance of the FEC relaunch funding in the total amount of $15,000.00 for the period beginning on the date of council approval for the City of Lansing and ending on June 31, 2024.

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, and to execute any necessary agreements upon approval as to form by the City Attorney.

LANSING CITY COUNCIL

GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE:

GRANT NAME: OS Reentry Year 5 Key Performance Metrics Bonus

DEPARTMENT: Neighborhoods & Citizen Engagement (OFE)

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Amber Paxton amber.paxton@lansingmi.gov

APPLICATION DATE: N/A AWARD DATE: July 30, 2023

GRANT CYCLE: __N/A_________ Check One: _x__Annual ___One-Time

FUND AMOUNT: $23,495.04__________ (Breakdown below should total this amount)

GOODS & SERVICES	$
PERSONNEL	$ 7,500
CONSTRUCTION	$
LAND	$
OTHER (Misc operating)	_$ 16,495.04

CITY MATCH (IF APPLICABLE): $ N/A

GRANT PAYS FOR: These funds will be used to partially fund a contractual Community Coordinator, and operating expenses for financial empowerment activities.

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

OS Reentry funds provide reentry services to people on parole and other eligible populations returning to the community. Eligible services are included in Schedule A (Statement of Work) in the Notice of Contract.

We have been the Region 7 (Ingham, Clinton, Eaton counties) Administrative Agency for the OS Reentry program (formerly known as Offender Success) since Oct 1, 2017. For our 5th year of the contract, we received *these* unrestricted bonus funds for meeting and exceeding the key performance metrics as per the attached documents.

MICHIGAN DEPARTMENT OF CORRECTIONS
PROCUREMENT, MONITORING, AND COMPLIANCE DIVISION

Key Performance Measurements (KPM) – BONUS / CREDIT

Report Date: July 29, 2023			
Agency/Vendor: City of Lansing (Region 7)			
Contract #: 071B7700202			
Agency Director: Amber Paxton			
Financial Specialist: Samuel Jonker-Burke (PMCD)			
KPM Evaluation Year (YR): 5 (e.g., YR 4)			
Program Manager Approved:	**Mariam Deland**	**Date:**	July 18, 2023
PMCD Manager Approved:	**Ryan Powell**	**Date:**	July 18, 2023

SECTION 1:
CONTRACT STATEMENT OF WORK:

Standard 1.3 A, B, C
Key Performance Measures (KPMs)

A: Job Placement (JP) Rate
Bonus Qualification: To meet or exceed the determined baseline. The regional job placement baseline rate will be evaluated each Contract year based on the data provided by Offender Success Contractors. For every 3% increase or decrease in a Contractor region's baseline job placement rate, their KPM is proportionally increased or decreased by 1%. For example, first year baseline employment rate of 25%, the Contractor achieves a 29% for that year; the following year's KPM will be 26%. Percentages rounded up/down to the nearest decile percentage point (0.0%).
Bonus/Credit Eligibility: Must have minimum of 10% of all enrollments for the Contract year for employment services (as the bonus/credit incentive is derived from identifying 10% of the Administration Costs for this KPM). Offender enrollments for Work Supplies (only) are excluded from the JP KPM.

B: Job Retention Rate
Bonus Qualification: The regional job retention baseline rate will be evaluated annually based on analysis of Contractor-reported employment data. For every 3% increase or decrease in a Contractor region's baseline employment retention rate, their employment retention KPM is proportionally increased or decreased by 1%. For example, first year baseline employment retention rate of 25%, the Contractor achieves a 29% for that year; the following year's KPM will be 26%. Percentages rounded up/down to the nearest decile percentage point (0.0%).

C: Return to Prison (RTP) Rate
Bonus Qualification: The RTP rate is to be less than or meet the determined baseline. Baseline will be evaluated annually after the first 36 months. Bonus/Credit to be paid/assessed on an annual basis after the first 36 months. The yearly measurement will look at those offenders that achieve the 36-month requirement. Percentages rounded up/down to the nearest decile percentage point (0.0%). The RTP will only apply to enrollments into:
All Residential Stability Services except enrollments which received Housing Supplies only
All Job Placement Services except enrollments which received Work Supplies only.
Only Social Support Services for Mentoring only
All Health and Behavioral Health Services except enrollments for Psychiatric Evaluation, Prescription Medications and Medication Reviews

Bonus/Credit Application on Contract year basis: Year 4 and beyond will apply the KPM for Contractors who are less than or meet the established percentage by region with the first bonus or credit to be applied after April 1, 2021 to evaluate the Year

1 enrollees (considered as one cohort) against the three-year RTP rate for that region. Credit is applied for being above the established baseline rate by 20% or more.

Standard 6.2 A
Bonus and Credits
Bonus payments and credit costs (to the State) for achieving or underperforming on Key Performance Measures will be completed annually on a Contract year basis with Contractors receiving payments or withholdings by July 31 following the close of the Contract year (March 31).

These payments/withholdings will be against Contractors Total billable Administration Costs for the Contract year achieving/underperforming on KPMs.

Key Performance Measure	Year 1 April 1, 2018 – March 31, 2019	Year 2 April 1, 2019 – March 31, 2020	Year 3 April 1, 2020 – March 31, 2021	Year 4 April 1, 2021 – March 31, 2022	Year 5 April 1, 2022 – March 31, 2023 and beyond
Date*	June 30, 2019	June 30, 2020	June 30, 2021	June 30, 2022	June 30, 2023
Initial Job Placement Rate (1)	Baseline Established	-10% Credit +10% Credit	-10% Credit +10% Credit	-10% Credit +10% Credit	-10% Credit +10% Credit
12 Month Job Retention Rate (2)		Baseline Established	-10% Credit +10% Credit	-10% Credit +10% Credit	-10% Credit +10% Credit
36 Month Return to Prison (3)	1st Cohort	12 months	24 months	-20% Credit +20% Credit	-20% Credit +20% Credit

*Date – Target date for determining Baselines and applying KPM bonuses or credits.

(1) – Using Year 1 of job placement data to establish initial job placement rates for each region.
(2) – Using Year 2 of job retention data to establish 12-month job retention rates for each region.
(3) – Using Year 3 return to prison data as the entire first cohort enrolled in Year 1 will have been out 36 months by the end Year 4 of the Contract. These rates will be compared to existing regional return to prison rates for each region.

SECTION 2:
BONUS PAYMENT/CREDIT OUTCOMES:

Standard 1.3 A: Job Placement (JP)

Baseline Rate (YR1): 51.9%	**Adj. Baseline Rate (YR2):** 48.5%	**Adj. Baseline Rate (YR3):** 50.9%	**Adj. Baseline Rate (YR4):** 50.9%	[redacted]
JP Placement Rate (YR1): 41.7%	**JP Placement Rate (YR2):** 55.7%	**JP Placement Rate (YR3):** 52.0%	**JP Placement Rate (YR4):** 47.9%	

Result: ☐ Bonus ☐ Credit ☒ NA

Financial Specialist Comments:
JP base line was 51.9% in the first year of this metric. The second year the JP performance rate it was 41.7%, which resulted in a decreased base line rate of 3.4% since it decreased by 1 percentage point for every 3 points of decrease over the base line (3.4% decrease from 51.9% equals 48.5% new adjusted baseline rate). The JP performance rate for year 2 of the metric was 55.7%, which resulted in an increase to the baseline rate for the next performance year of 2.4% and a new rate of 50.9%. (48.5% +2.4% = 50.9%). The

JP performance rate for year 3 of the contract was 52.0% which resulted in neither an increase nor a decrease to the baseline rate for year 4 of the contract broken down as follows (50.9% + 0.0% = 50.9%). The JP performance rate for year 4 of the contract was 47.9%. This results in neither a bonus nor a credit for Region 7 of the JP baseline rate for the year.

Standard 1.3 B: Job Retention (JR)

Baseline Rate (YR1): 25.3%	**Baseline Rate (YR2):** 32.9%	**Baseline Rate (YR3):** 38.1%	
JR Performance Rate (YR1): 48.0%	**JR Performance Rate (YR2):** 48.5%	**JR Performance Rate (YR4):** 45.6%	

Result: ☒ Bonus ☐ Credit ☐ NA

Financial Specialist Comments:
JR baseline was 25.3% in the first year of this metric (contract year 2). The second year for this metric, the JR performance ratewas 48.0% which was an increase of 7.6% resulting in an increase for the base line for performance year 2 (year 3 of the contract) broken down as follows: (2 5 .3% + 7.6% = 32.9%) JR adjusted baseline for performance year 3 retention rate goal. The third year for this metric, the JR performance rate was 48.5% which was an increase of 5.2% resulting in an increase for the base line for performance year 2 (year 3 of the contract) broken down as follows: 32.9% + 5.2% = 38.1% JR baseline for performance year 3 retention rate goal. This results in a bonus per the contract. The fourth year for this metric, the JR performance rate was 45.6% which was an increase of 7.5%. This results in a bonus per the contract as Region 7 exceeded the JR baseline rate for the year.

Standard 1.3 C: Return to Prison (RTP)

Initial Baseline Rate: 24.6%	**Baseline Rate (YR4):** 24.6%	
RTP Performance Year Rate: 24.4%	**RTP Performance Year Rate (YR4):** 19.35%	

Result: ☒ Bonus ☐ Credit ☐ NA

Financial Specialist Comments:
Return to Prison (RTP) baseline was 24.6 % in the first year of this metric (contract year 3). The second year for this metric, the performance rate was 24.4% which was neither an increase nor decrease for the RTP base rate. Broken down as follows: (24.4% - 0.0% = 24.4%) RTP baseline for the next performance year RTP rate goal. The decrease in the performance rate results in a bonus per the contract. The third year for this metric, the RTP performance rate was 19.35%, which was an decrease of 5.3% This results in a bonus per the contract as City of Lansing (Region 7) are less than or meet the established percentage.

SECTION 3:
TOTAL KPM BONUS/CREDIT SUMMARY

Bonus Total: $0.00 + $7,831.68 + $15,663.36	**Credit Total:** $ 0
Net Bonus/Credit: $23,495.04	

Summary:
The KPM determination for JP resulted in neither a bonus nor a credit for this metric since it was not below 20%. The KPM determination for JR was a bonus of $7,831.68 and the KPM determination for RTP was a bonus of $15,663.36. This results in a net total payment of $23,495.04.

CC: Ryan Powell, Contract Manager
Mariam Deland, Program Manager
Nick Kissane, Contract Monitor
Maurice Hills, Community Liaison

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

WHEREAS, the City of Lansing's Office of Financial Empowerment, which is part of the Department of Neighborhoods Arts & Citizen Engagement, has been contracted by the State of Michigan / Michigan Department of Corrections to deliver the OS Reentry program (formerly Offender Success program) since October 1, 2017 under contract 071B7700202; and

WHEREAS, the contract includes bonuses and credits for key performance measures, and the City was awarded a Year 5 bonus of $23,495.04 on July 30, 2023; and

WHEREAS, there is no required match, and there are no requirements or guidelines to how the dollars may be spent.

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council approves acceptance of the Offender Success Contract Bonus in the total amount of $23,495.04.

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