



**OFFICE OF THE
CHIEF FINANCIAL OFFICER**
Office of Development and Grants

Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 1026
Detroit, Michigan 48226

Phone 313•628•1258
Fax 313•224•0542
www.detroitmi.gov

December 4, 2024

The Honorable Detroit City Council
ATTN: City Clerk Office
200 Coleman A. Young Municipal Center
Detroit MI 48226

RE: Request to Accept and Appropriate the FY 2025 Dearborn Auto Theft Unit Grant

The Michigan State Police has awarded the City of Detroit Police Department (DPD) with the FY 2025 Dearborn Auto Theft Unit Grant, for a total of \$76,528.00. The State share is \$76,528.00 of the approved amount, and there is a required cash match of \$51,020.00. The total project cost is \$127,548.00.

The objective of the grant is to implement motor vehicle theft prevention programs and initiatives in Wayne County. The funding allotted to the department will be utilized to employ one DPD officer with the Dearborn Auto Theft Unit. This is a reimbursement grant.

If approval is granted to accept and appropriate this funding, the appropriation number is 21504, with the match amount coming from appropriation number 00380.

I respectfully ask your approval to accept and appropriate funding in accordance with the attached resolution.

Sincerely,

DocuSigned by:
Terri Daniels
4D2BEE23C8D489...
Terri Daniels
Director of Grants, Office of Development and Grants

CC:
Sajjiah Parker, Assistant Director, Grants

DocuSigned by:
Matthew Spayth
17E44C346554467...
Office of Budget

DocuSigned by:
Cheryl Smith-Williams
B8CAE73E4C67487...
Agreement Approved as to Form
By the Law Department



Office of Development and Grants

RESOLUTION

Council Member _____

WHEREAS, the Police Department is requesting authorization to accept a grant of reimbursement from the Michigan State Police, in the amount of \$76,528.00, to employ one DPD officer with the Dearborn Auto Theft Unit; and

WHEREAS, the Law Department has approved the attached agreement as to form; and

WHEREAS, this request has been approved by the Office of Budget; now

THEREFORE, BE IT RESOLVED that the Director or Head of the Department is authorized to execute the grant agreement on behalf of the City of Detroit, and

BE IT FURTHER RESOLVED, that the Budget Director is authorized to establish Appropriation number 21504, in the amount of \$127,548.00, which includes a cash match coming from Appropriation 00380, for the FY 2025 Dearborn Auto Theft Unit Grant.



GRETCHEN WHITMER
GOVERNOR

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

COL. JAMES F. GRADY II
DIRECTOR

August 23, 2024

Lt. Michael York
Dearborn Police Department
16099 Michigan Avenue
Dearborn, Michigan 48126

RE: 14-25 SMACC

Dear Lt. York:

I am pleased to inform you that your application to the Michigan State Police, Grants and Community Services Division, Auto Theft Prevention Authority (ATPA), has been selected to receive grant funding. With a focus on innovative programs that address auto theft and fraud, your efforts are valued and appreciated. The award for your team/project, pending the finalization of the Grant Agreement (contract), is \$2,182,823.00. The ATPA portion of your award is \$1,309,693.80, and the match requirement is \$873,129.20. Further details regarding allowable expenditures is contained in the enclosed grant contract.

It is crucial that you read through the entire contract to be sure you and your financial officer are aware of and able to abide by the grant requirements. Contract requirements will be enforced. Non-compliance of contract requirements may result in grant suspension and financial penalties. **The deadline for returning your signed contract is September 30, 2024.**

If you have any questions or concerns regarding your award, please contact Mr. Tim Bailor, ATPA Program Coordinator, at BailorT@michigan.gov or 517-256-5207. We look forward to working with you.

Sincerely,

A handwritten signature in cursive script, appearing to read "Tim Bailor".

Mr. Tim Bailor, Program Coordinator
Automobile Theft Prevention Authority

Enclosures

Mr. Daniel Pfannes – Chair
Director Steve Cooper, Col. James Grady II – Representing Law Enforcement
Mr. Christopher Helmick, Mr. William Patterson – Representing Automobile Insurers
Ms. Nicole Quisenberry, Dr. Christopher Melde – Representing Purchasers of Automobile Insurance

AUTO THEFT PREVENTION AUTHORITY (ATPA) GRANT CONTRACT

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

Scan and email one complete copy with original signatures to the ATPA by September 30, 2024, at MSPATPA@michigan.gov. **Do not** send a paper copy.

I. Award Information			
Name of Grantee/Fiduciary Dearborn Police Department		Project Title/Acronym SMACC	
Address 16099 Michigan Avenue	City Dearborn	State MI	ZIP Code 48126
Total Grant Award \$2,182,823.00	ATPA Award \$1,309,693.80	Match Requirement \$873,129.20	
Grant Period Start Date October 1, 2024	Grant Period End Date September 30, 2025	Project Number 14-25	
Authorized Official Lt. Michael York	Project Contact Sgt. Christopher Taite	Financial Contact Ms. Mehdi Al-Hassan	

II. Contract Conditions and Requirements

Grant Award

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

The ATPA will only reimburse expenditures incurred during the grant period of October 1, 2024, to September 30, 2025.

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

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

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

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

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

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

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

Reporting

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

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

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

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

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

ATPA Teams

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

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

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

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

III. Program and Financial Review

On-Site Monitoring and Payments

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

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

This grant is reimbursement only. Grantees must document that expenditures have been paid by local sources before requesting reimbursement from the ATPA.

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

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

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

Should the grantee discover an error in a previous reimbursement request, the grantee shall immediately notify the ATPA and refund the ATPA any funds not authorized for use under this contract.

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

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

IV. Criminal or Administrative Investigations/Charges

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

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

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

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

VI. Suspension/Termination

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

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

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

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

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

VII. Liability

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

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

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

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

VIII. Eligible Expenditures

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

- Regular salaries.
 - o Non-profit organization - \$1,500 per employee/per year for mileage reimbursement.
- Longevity costs.
- Fringe benefits (FICA, unemployment, workers compensation, retirement, life, medical, dental and vision insurance).
- Office space or utilities. Requires prior approval.
- Office furniture. Requires prior approval.
- Overtime hours. Hours must not exceed 20 percent of the total sworn employees' budgeted salary/fringe amount. This amount is cumulative for the team and can be utilized at the teams' discretion. For grantees only paying overtime, this limit does not apply.
- Copier purchase/usage. Not to exceed:
 - o Law enforcement agency - \$1,200 per year.
 - o Prosecutor's office - \$1,200 per year.
 - o Non-profit organization - \$2,400 per year.
- Training/Travel expenses. Travel outside normal territory, not to exceed \$3,000 per employee/per year. If training is outside of the annual IAATI and NCRC conferences, prior approval is required.
- Phone installation. Prior approval is required.
- Landline phone purchase/usage. Not to exceed:
 - o Law enforcement agency and prosecutor's office - \$750 per person/per year.
 - o Non-profit organization - \$1,500 per year.
- Vehicle operation cost. Not to exceed:
 - o Law enforcement agency - Calculated at \$10,000 per employee/per year. Costs are cumulative, not limited per employee. Only vehicles engaged in road patrols/investigations are eligible.
 - o Prosecutor's office - \$750 per assistant prosecuting attorney/per year for mileage and parking reimbursement.
- Office supplies. Not to exceed \$200 per year/per person.
- Investigative supplies for law enforcement agency (sworn employees only). Not to exceed \$300 per year/per person.
- Computer purchase. Prior approval is required.

- Cell phone purchase/usage. Prior approval is required.
- Motor vehicle theft-related association dues, including dues to the International Association of Automobile Theft Investigators and Michigan Association of Vehicle Theft Investigators.
- Training or conference for educational purposes relating to vehicle theft/fraud investigations. Prior approval is required.

IX. Ineligible Expenditures

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

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

X. Law Enforcement Objectives

- Reduce the number of motor vehicle thefts in your grant area by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved, and reducing false motor vehicle theft reports.
- Reduce the economic gain associated with motor vehicle theft by recovering stolen vehicles/parts/equipment and by identifying fraudulent insurance activity.
- Recover more in stolen vehicles/parts/equipment value than the total approved grant award from the ATPA.
- Comply with ATPA guidelines/policies/conditions and UCR requirements for submission of data.
- Maintain clear and reliable documentation for the project's performance activity and financial expenditures.
- Following auction, report to the ATPA the dollar amount deposited into the forfeiture account on the Progress Report (GRANTS-037).

- A team member shall attend regular meetings for area detectives and insurance investigators, including participation in the Anti Car Theft (ACT) meetings. Please note that email correspondence will be accepted in lieu of physical attendance.

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

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

XII. Prosecutor Objectives

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

XIII. Prosecutor Evaluation Criteria

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

XIV. Non-Profit Organization Objectives

- Conduct 15 motor vehicle theft awareness education programs/seminars (minimum of 20 attendees each).
- Etch 200 vehicles.
- Distribute 1,500 ATPA approved auto theft preventative fliers/brochures regarding motor vehicle theft prevention.

- Write and publish no less than 5 articles about motor vehicle theft prevention. The articles must cite the ATPA as a source of funding. Forward article copies to the ATPA.
- Contact 200 residences within your community with a door-to-door strategy. Inform them of the most up to date auto theft prevention strategies.
- Maintain clear and reliable documentation of project's financial expenditures and performance activity.

XV. Non-Profit Organization Evaluation Criteria

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

XVI. Reporting Schedule

Organization Type	Quarterly Progress and Financial Reports		Due Date
Law Enforcement Agency Prosecuting Attorney's Office Non-Profit Organization	Progress Report (GRANTS-037)	10-01-24 to 12-31-24	01-31-25
	Financial Report (GRANTS-035)	10-01-24 to 12-31-24	01-31-25
	Progress Report (GRANTS-037)	01-01-25 to 03-31-25	04-30-25
	Financial Report (GRANTS-035)	01-01-25 to 03-31-25	04-30-25
	Progress Report (GRANTS-037)	04-01-25 to 06-30-25	07-31-25
	Financial Report (GRANTS-035)	04-01-25 to 06-30-25	07-31-25
	Financial Report (GRANTS-035)	07-01-25 to 09-30-25	10-15-25
	Progress Report (GRANTS-037)	07-01-25 to 09-30-25	10-31-25

XVII. Arrest Ranking

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

Possess or Sell Rosette Rivets	750.415	4
Possess Stolen Vehicle with Intent to Pass Title	257.254	10
Repair - Salvage Facility Violation	257.217	4
Receiving and Concealing Stolen Property	750.535	8
Unlawfully Driving Away Automobile	750.413	6
Unlawful Use	750.414	4
Use Fraudulent ID to Lease or Purchase Vehicle	750.415	12
All Other Charges		2

Note to Arrest Rankings:

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

XVIII. Special Conditions

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

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

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

XIX. Contract Signatures

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

Printed Name of Authorized Official	Signature of Authorized Official	Date

Printed Name of Project Contact	Signature of Project Contact	Date

Printed Name of Financial Contact	Signature of Financial Contact	Date

Printed Name of ATPA Executive Director	Signature of ATPA Executive Director	Date

AGREEMENT
for
PARTICIPATION IN SMACC AND RECEIPT OF ATPA GRANT FUNDS
between
City of Dearborn (Dearborn Police Department)
and
City of Dearborn Heights (Dearborn Heights Police Department)
and
Michigan State Police (Michigan State Police)
and
City of Detroit (Detroit Police Department)
and
City of Livonia (Livonia Police Department)
and
City of Garden City (Garden City Police Department)

I. PARTIES

This Agreement is made between City of Dearborn (Dearborn Police Department), City of Dearborn Heights (Dearborn Heights Police Department), Michigan State Police (Michigan State Police), City of Detroit (Detroit Police Department), City of Livonia (Livonia Police Department), City of Garden City (Garden City Police Department).

This Agreement will be performed by the parties' law enforcement agencies. Each party may be referred to in this Agreement by its respective law enforcement agency.

City of Dearborn may also be referred to in this Agreement as the "Grant Administrator." The parties are collectively referred to in this Agreement as the Dearborn automobile theft prevention team SMACC.

II. PURPOSE

The purpose of this Agreement is to set forth the relationship and responsibilities of the members of SMACC.

III. EXHIBITS

The following exhibits are part of this Agreement:

Exhibit A: FY 2025 Automobile Theft Prevention Authority (ATPA) Grant Application.

Exhibit B: FY 2025 ATPA Grant Contract.

IV. RESPONSIBILITIES

SMACC agrees to accomplish the following objectives, which are more fully outlined in Exhibit A and Exhibit B:

City of Dearborn (Dearborn Police Department) will:

- a. Work to reduce the number of automobile thefts in the grant coverage area, as defined in the ATPA Grant Application (Exhibit A), by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved in auto theft-related activities and reducing false auto theft reports.
- b. Comply with ATPA guidelines, policies, and Uniform Crime Reporting (UCR) requirements for submission of data.
- c. Maintain clear and reliable documentation of performance activity and financial expenditures.
- d. Attend regular meetings for area detectives and insurance investigators, including participation in the monthly anti-car theft meetings.
- e. Following forfeited property auctions, report to the ATPA the dollar amount deposited into the designated forfeiture account on progress reports.
- f. Receive quarterly progress reports and reimbursement requests from SMACC participating law enforcement agencies, compile received reports, and submit compiled data with supporting documentation to the ATPA by the due dates designated in the ATPA Grant Contract (Exhibit B).

City of Dearborn Heights (Dearborn Heights Police Department) will:

- a. Work to reduce the number of automobile thefts in the grant coverage area, as defined in the ATPA Grant Application (Exhibit A), by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved in auto theft-related activities and reducing false auto theft reports.
- b. Comply with ATPA guidelines, policies, and Uniform Crime Reporting (UCR) requirements for submission of data.
- c. Maintain clear and reliable documentation of performance activity and financial expenditures.
- d. Attend regular meetings for area detectives and insurance investigators, including participation in the monthly anti-car theft meetings.
- e. Following forfeited property auctions, report to the Grant Administrator the dollar amount deposited into the designated forfeiture account on progress reports.
- f. Submit quarterly progress reports and reimbursement requests to the Grant Administrator by the due dates set by the Grant Administrator.

Michigan State Police (Michigan State Police) will:

- a. Work to reduce the number of automobile thefts in the grant coverage area, as defined in the ATPA Grant Application (Exhibit A), by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved in auto theft-related activities and reducing false auto theft reports.
- b. Comply with ATPA guidelines, policies, and Uniform Crime Reporting (UCR) requirements for submission of data.
- c. Maintain clear and reliable documentation of performance activity and financial expenditures.
- d. Attend regular meetings for area detectives and insurance investigators, including participation in the monthly anti-car theft meetings.
- e. Following forfeited property auctions, report to the Grant Administrator the dollar amount deposited into the designated forfeiture account on progress reports.

- f. Submit quarterly progress reports and reimbursement requests to the Grant Administrator by the due dates set by the Grant Administrator.

City of Detroit (Detroit Police Department) will:

- a. Work to reduce the number of automobile thefts in the grant coverage area, as defined in the ATPA Grant Application (Exhibit A), by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved in auto theft-related activities and reducing false auto theft reports.
- b. Comply with ATPA guidelines, policies, and Uniform Crime Reporting (UCR) requirements for submission of data.
- c. Maintain clear and reliable documentation of performance activity and financial expenditures.
- d. Attend regular meetings for area detectives and insurance investigators, including participation in the monthly anti-car theft meetings.
- e. Following forfeited property auctions, report to the Grant Administrator the dollar amount deposited into the designated forfeiture account on progress reports.
- f. Submit quarterly progress reports and reimbursement requests to the Grant Administrator by the due dates set by the Grant Administrator.

City of Livonia (Livonia Police Department) will:

- a. Work to reduce the number of automobile thefts in the grant coverage area, as defined in the ATPA Grant Application (Exhibit A), by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved in auto theft-related activities and reducing false auto theft reports.
- b. Comply with ATPA guidelines, policies, and Uniform Crime Reporting (UCR) requirements for submission of data.
- c. Maintain clear and reliable documentation of performance activity and financial expenditures.
- d. Attend regular meetings for area detectives and insurance investigators, including participation in the monthly anti-car theft meetings.
- e. Following forfeited property auctions, report to the Grant Administrator the dollar amount deposited into the designated forfeiture account on progress reports.
- f. Submit quarterly progress reports and reimbursement requests to the Grant Administrator by the due dates set by the Grant Administrator.

City of Garden City (Garden City Police Department) will:

- a. Work to reduce the number of automobile thefts in the grant coverage area, as defined in the ATPA Grant Application (Exhibit A), by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved in auto theft-related activities and reducing false auto theft reports.
- b. Comply with ATPA guidelines, policies, and Uniform Crime Reporting (UCR) requirements for submission of data.
- c. Maintain clear and reliable documentation of performance activity and financial expenditures.
- d. Attend regular meetings for area detectives and insurance investigators, including participation in the monthly anti-car theft meetings.
- e. Following forfeited property auctions, report to the Grant Administrator the dollar amount deposited into the designated forfeiture account on progress reports.
- f. Submit quarterly progress reports and reimbursement requests to the Grant Administrator by the due dates set by the Grant Administrator.

The Parties mutually agree:

- a. To make all reasonable efforts to ensure that all reports are submitted to the Grant Administrator, compiled, and forwarded to the ATPA by the due dates designated in the ATPA Grant Contract (Exhibit B).
- b. To work cooperatively to fulfill all grant requirements as stated in the ATPA Grant Contract (Exhibit B).
- c. To use the Michigan High Intensity Drug Trafficking Areas' Deconfliction Center on all cases, when applicable.

V. LIABILITY

Each Party shall be responsible for its own acts and the acts of its employees and agents, the costs associated with those acts, and the defense of those acts.

VI. ASSURANCES

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

VII. CORRESPONDENCE

All notices or other written communications shall be addressed as indicated in this section, or as specified, by a subsequent written notice delivered by the party whose address or authorized representative has changed.

Notices or other communications required by, or related to, this Agreement shall be in writing and shall be delivered in one of the following manners:

- a. In person.
- b. By certified registered mail, return receipt requested, with all postage or charges prepaid; or,
- c. By email to the email address identified for the authorized representative.

Dearborn:

Contact:
Address:
City, State, Zip:
Telephone:
Email:

Dearborn Heights:

Contact:
Address:
City, State, Zip:
Telephone:
Email:

Michigan State Police:

Contact:
Address:
City, State, Zip:
Telephone:
Email:

Detroit:

Contact:
Address:
City, State, Zip:
Telephone:
Email:

Livonia:

Contact:
Address:
City, State, Zip:
Telephone:
Email:

Garden City:

Contact:
Address:
City, State, Zip:
Telephone:
Email:

VIII. TERM

This Agreement is contingent upon funds being awarded by the ATPA for auto-theft prevention activities. This Agreement is effective when signed by the Parties, by and through their duly authorized representatives, for a period beginning October 1, 2024 through September 30, 2025, unless terminated early, as hereinafter set forth.

IX. TERMINATION

Any party may terminate this Agreement for any reason, provided that at least 30 days advance written notice of termination is given to the non-terminating parties by the terminating party.

X. ENTIRE AGREEMENT AND AMENDMENT

This Agreement is the complete and exclusive Agreement between the Parties with respect to the subject matter thereof, and supersedes all prior negotiations, representations, proposals, and other communications between the Parties either oral or written. This Agreement may only be amended by a written document signed by the Parties after receiving approval from their governing bodies. However, a Party may change its Correspondence information without amending the Agreement in accordance with Section VII; it is not necessary to amend this Agreement for the sole purpose of changing the Correspondence information.

XI. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

XII. SIGNATURES

Each Party certifies that it has received approval from its governing body via resolution to enter into this Agreement. The person signing this Agreement on behalf of each Party certifies that he or she has the necessary approval and authority to sign this Agreement on behalf of the Party and bind the Party to the terms and conditions contained herein.

City of Dearborn (Dearborn Police Department)

By: _____ Date: _____

Printed Name:

Title:

City of Dearborn Heights (Dearborn Heights Police Department)

By: _____ Date: _____

Printed Name:

Title:

Michigan State Police (Michigan State Police)

By: _____ Date: _____

Printed Name:

Title:

City of Detroit (Detroit Police Department)

By: _____ Date: _____

Printed Name:

Title:

City of Livonia (Livonia Police Department)

By: _____ Date: _____

Printed Name:

Title:

City of Garden City (Garden City Police Department)

By: _____ Date: _____

Printed Name:

Title:

DEARBORN POLICE DEPARTMENT				
DEARBORN AUTO THEFT UNIT				
BUDGET DETAIL				
G-14-25				
		Percent	Percent	Percent
	2025	60%	60%	40%
	ATPA STAFF RECOMM	ATPA SHARE	ATPA SHARE	CITY SHARE
SWORN EMPLOYEEES				
(1)Dearborn PD-Sgt	\$ -	\$ -		
Fringe Benefits	\$ -	\$ -		
Overtime	\$ -	\$ -		
(1)Dearborn PD-Corporal	\$ -	\$ -		
Fringe Benefits	\$ -	\$ -		
Overtime	\$ -	\$ -		
(1)Dearborn PD-Corporal	\$ -	\$ -		
Fringe Benefits	\$ -	\$ -		
Overtime	\$ -	\$ -		
(1)Dearborn PD-Corporal	\$ -	\$ -		
Fringe Benefits	\$ -	\$ -		
Overtime	\$ -	\$ -		
(1)Dearborn PD-Corporal	\$ -	\$ -		
Fringe Benefits	\$ -	\$ -		
Overtime	\$ -	\$ -		
(1)Dearborn PD-Corporal	\$ -	\$ -		
Fringe Benefits	\$ -	\$ -		
Overtime	\$ -	\$ -		
(1)Dearborn PD-Corporal	\$ -	\$ -		
Fringe Benefits	\$ -	\$ -		
Overtime	\$ -	\$ -		
(1)Dearborn PD-Corporal	\$ -	\$ -		
Fringe Benefits	\$ -	\$ -		
Overtime	\$ -	\$ -		
(1)Detroit PD-Officer	\$ 76,300	\$ 45,780	\$ 45,780	\$ 30,520
Fringe Benefits	\$ 25,179	\$ 15,107	\$ 15,107	\$ 10,072
Overtime	\$ 15,260	\$ 9,156	\$ 9,156	\$ 6,104
(1)Dearborn Heights PD-Officer	\$ -	\$ -		
Fringe Benefits	\$ -	\$ -		
Overtime	\$ -	\$ -		
(1)Livonia PD-Officer	\$ -	\$ -		
Fringe Benefits	\$ -	\$ -		
Overtime	\$ -	\$ -		
(1)Garden City PD-Corporal	\$ -	\$ -		
Fringe Benefits	\$ -	\$ -		
Overtime	\$ -	\$ -		
(1)Michigan State Police-Sgt	\$ -	\$ -		
Fringe Benefits	\$ -	\$ -		
Overtime	\$ -	\$ -		
TOTAL SWORN EMPLOYEEES	\$ 116,739	\$ 70,043	\$ 70,043	\$ 46,696
VEHICLE USAGE				
(11)Vehicle Usage/Maint/Repair	\$ 4,545	\$ 2,727	\$ 2,727	\$ 1,818
TOTAL VEHICLE USAGE	\$ 4,545	\$ 2,727	\$ 2,727	\$ 1,818
FIELD OPERATIONS				
Investigative Supplies	\$ 1,900	\$ 1,140	\$ 1,140	\$ 760
MAATI dues/IAATI dues	\$ -	\$ -	\$ -	\$ -
Lithium batteries	\$ -	\$ -	\$ -	\$ -
Cell phone for 11	\$ -	\$ -	\$ -	\$ -
Training/Travel	\$ 4,364	\$ 2,618	\$ 2,618	\$ 1,746
Flock cameras/Berla/Vigilant/	\$ -	\$ -	\$ -	\$ -
TOTAL FIELD OPERATIONS	\$ 6,264	\$ 3,758	\$ 3,758	\$ 2,506
OFFICE OPERATIONS				
Office Supplies	\$ -	\$ -	\$ -	\$ -
MI Police Raid Training	\$ -	\$ -	\$ -	\$ -
Fortis Group Covert Training	\$ -	\$ -	\$ -	\$ -
AMPED Forensic Software	\$ -	\$ -	\$ -	\$ -
Cell line for portable cameras	\$ -	\$ -	\$ -	\$ -
Copier usage	\$ -	\$ -	\$ -	\$ -
TOTAL OFFICE OPERATIONS	\$ -	\$ -	\$ -	\$ -
GRAND TOTAL	\$ 127,548	\$ 76,529	\$ 76,528	\$ 51,020
REIMBURSEMENT PERCENT		60%	60%	40%