



CITY OF DETROIT
OFFICE OF THE CHIEF FINANCIAL OFFICER
OFFICE OF DEVELOPMENT AND GRANTS

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October 5, 2022

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 2023 Auto Theft Prevention Authority – South East Auto Theft Team Grant

The Michigan State Police has awarded the City of Detroit Police Department with the FY 2023 Auto Theft Prevention Authority – South East Auto Theft Team Grant for a total of \$61,352.00. The State share is \$61,352.00 of the approved amount, and there is a required cash match of \$61,352.00. The total project cost is \$122,704.00. The grant was adopted in the FY 2023 budget in the amount of \$97,335.00. The grant was awarded at a higher amount than was budgeted. We are requesting to increase appropriation 21074, in the amount of \$25,369.00, in order to reflect the total project cost of \$122,704.00.

The objective of the grant is to implement innovative programs to address auto theft and fraud in partnership with Washtenaw County and the Michigan Department of State. The funding allotted to the department will be utilized to pay for salaries, fringe benefits and overtime for police officers. This is a reimbursement grant.

If approval is granted to accept and appropriate this funding, the appropriation number is 21074, 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
4D2BEEE23C8D489...

Terri Daniels
Director of Grants, Office of Development and Grants

DocuSigned by:
Matthew Spayth
565ACA3D30EA465

Office of Budget

CC:
Sajjiah Parker, Assistant Director, Grants



Office of Development and Grants

RESOLUTION

Council Member _____

WHEREAS, the Detroit Police Department is requesting authorization to accept a grant of reimbursement from the Michigan State Police, in the amount of \$61,352.00, to implement innovative programs to address auto theft and fraud in partnership with Washtenaw County and the Michigan Department of State; and

WHEREAS, the Grant was adopted in the FY 2023 budget under appropriation 21074, in the amount of \$97,335.00; and the grant was awarded at a higher amount than was budgeted; and

WHEREAS, the total project cost for the awarded grant is \$122,704.00, which includes a required cash match of \$61,352.00; and therefore we are requesting to increase appropriation 21074, in the amount of \$25,369.00, in order to reflect the total project cost of \$122,704.00; and

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

THEREFORE, BE IT RESOLVED that the Budget Director is authorized to increase the budget accordingly for Appropriation number 21074, in the amount of \$25,369.00, in order to equal the total project cost of the grant, in the amount of \$122,704.00, which includes a cash match coming from Appropriation 00380, for the FY 2023 Auto Theft Prevention Authority – South East Auto Theft Team Grant.

AGREEMENT
for
PARTICIPATION IN SEATT AND RECEIPT OF ATPA GRANT FUNDS
between
Michigan State Police;
Washtenaw County (Washtenaw County Sheriff's Office);
City of Detroit (Detroit Police Department); and
Michigan Department of State (Secretary of State)

I. PARTIES

This Agreement is made between Michigan State Police, Washtenaw County (Washtenaw County Sheriff's Office), City of Detroit (Detroit Police Department), and Michigan Department of State (Secretary of State).

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

Michigan State Police may also be referred to in this Agreement as the "Grant Administrator." The parties are collectively referred to in this Agreement as the Michigan State Police Automobile Theft prevention team SEATT.

II. PURPOSE

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

III. EXHIBITS

The following exhibits are part of this Agreement:

Exhibit A: FY 2023 Automobile Theft Prevention Authority (ATPA) Grant Application.

Exhibit B: FY 2023 ATPA Grant Contract.

IV. RESPONSIBILITIES

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

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 ATPA the dollar amount deposited into the designated forfeiture account on progress reports.
- f. Receive quarterly progress reports and reimbursement requests from SEATT 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).

Washtenaw County (Washtenaw County Sheriff's Office) 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.

Michigan Department of State (Secretary of State) will:

- a. Comply with ATPA guidelines, policies, and Uniform Crime Reporting (UCR) requirements for submission of data.
- b. Maintain clear and reliable documentation of performance activity and financial expenditures.
- c. Attend regular meetings for area detectives and insurance investigators, including participation in the monthly anti-car theft meetings.
- d. Following forfeited property auctions, report to the Grant Administrator the dollar amount deposited into the designated forfeiture account on progress reports.
- e. Submit quarterly progress reports and reimbursement requests to the Grant Administrator by the due dates set by the Grant Administrator.
- f. To provide Investigative assistance to SEA TT investigators in regard to obtaining Michigan Department of State records needed to further on-going criminal investigations.
- g. To investigate allegations of fraudulent vehicle and driver's license related crimes, conduct administrative inspections at establishments licensed by or those required to be licensed b) Michigan Department of State, and work with MSP Investigators to pursue criminal charges when warranted.

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.

Michigan State Police:

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

City of Detroit:

Contact: Lt. Clive Stewart
Address:
City, State, Zip:
Telephone:
Email: stewartc158@detroitmi.gov

Washtenaw County:

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

Secretary of State:

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, 2022 through September 30, 2023, 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.

Michigan State Police

By: _____ **Date:** _____

Printed Name:

Title:

Washtenaw County (Washtenaw County Sheriff's Office)

By: _____ **Date:** _____

Printed Name:

Title:

City of Detroit (Detroit Police Department)

By: _____ **Date:** _____

Printed Name:

Title:

Michigan Department of State (Secretary of State)

By: _____ **Date:** _____

Printed Name:

Title:

SOUTH EAST AUTO THEFT TEAM (SEATT)					
DETROIT BUDGET DETAIL					
G-17-23					
					Percent
	2022	2023			50%
	BUDGET	APPLICATION	BUDGET	ATPA STAFF	ATPA
		BUDGET	MODIFICATION	RECOMM	SHARE
SWORN EMPLOYEES					
Salaries & Wages:					
(1)Detroit PD-Detective	67,172	69,527		69,527	34,764
Fringe Benefits	21,495	22,249		22,249	11,125
Overtime	5,038	5,088		5,088	2,544
TOTAL SWORN EMPLOYEES	93,705	96,864	-	96,864	48,432
VEHICLES	10,000	20,000		20,000	10,000
TOTAL VEHICLES	10,000	20,000		20,000	10,000
FIELD OPERATIONS					
Meal/Travel Expenses		5,000		5,000	2,500
Cell Phone Usage		840		840	420
		5,840	-	5,840	2,920
GRAND TOTAL	103,705	122,704	-	122,704	61,352
REIMBURSEMENT PERCENT	50%				50%