



CITY OF DETROIT
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 • 628-2158
FAX: 313 • 224 • 0542
WWW.DETROITMI.GOV

November 14, 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 Michigan Strategic Fund Grant

The Michigan Arts & Culture Council has awarded the City of Detroit General Services Department—Arts, Culture and Entrepreneurship Division with the Michigan Strategic Fund Grant for a total of \$20,000.00. The State share is 50 percent or \$20,000.00 of the approved amount, and there is a required cash match of 50 percent or \$20,000.00. The total project cost is \$40,000.00.

The objective of the grant is to support the Neighborhood Arts Fellows program. The funding allotted to the department will be utilized to provide stipends to local artists to create art works in five underutilized alley sites and work with residents and stakeholders in each community to co-create these arts installations. This is a reimbursement grant.

If approval is granted to accept and appropriate this funding, the appropriation number is 21220, with the match amount coming from appropriation number 27470.

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

CC:
Sajjiah Parker, Assistant Director, Grants

DocuSigned by:
Donald R Johnson
34F9071313554A4...

Office of Budget

DocuSigned by:
Pamela Parrish
70C0D4CF3DFD453...

Agreement Approved as to Form
By the Law Department



Office of Development and Grants

RESOLUTION

Council Member _____

WHEREAS, the General Services Department—Arts, Culture and Entrepreneurship Division is requesting authorization to accept a grant of reimbursement from the Michigan Arts & Culture Council, in the amount of \$20,000.00, to support the Neighborhood Arts Fellows program; 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 21220, in the amount of \$40,000.00, which includes a cash match coming from Appropriation 27470, for the Michigan Strategic Fund Grant.

GRANT AGREEMENT FOR ARTS SERVICES

Control Number: 23PS6701

The Michigan Arts & Culture Council, (the 'Council') and CITY OF DETROIT, (the 'Grantee') enter this Grant Agreement for Arts Services ('Grant Agreement') on September 19, 2022 and mutually agree as follows:

1. Authority

This Grant Agreement is executed under authority of Sec. 11(6) of the History, Arts and Libraries Act, 2001 PA 63, MCL 399.711 and Sec. 1035 of 2015 PA 84.

2. Grant Agreement Period

The period of this Grant Agreement shall be from October 01, 2022 to June 30, 2023 ("Term"), unless prior termination is effectuated by the Council pursuant to Section 7.

3. Project(s) Funded

Beginning on October 01, 2022, Grantee shall:

Support a local artist in five underutilized alley sites to work with residents and stakeholders in each community to co-create arts installations as part of the Neighborhood Arts Fellows program, as more specifically set forth in the grant application or revised 'grantee information form', which is incorporated herein and made part of this Grant Agreement by reference.

Grantee shall comply with all financial and other requirements as outlined in the 2022 MACC Grant Program Guidelines, which are incorporated herein and are made part of this Grant Agreement by reference.

Grantee understands and agrees that:

- a. Artistic excellence and artistic merit are criteria by which applications are judged, taking into consideration general standards of decency and respect for the diverse beliefs and values of the people of Michigan.
- b. Obscenity is without artistic merit, is not protected speech, and will not be funded by a grant awarded by the Council and supported with State appropriations.

Grantee understands that the Council shall withhold undistributed grant payments from Grantee if Grantee violates any of the requirements for funding listed in the preceding paragraph, and further, that if Grantee violates any of the requirements, Grantee may be disqualified from awards of future grants for a period of up to three (3) years.

4. Category Specification

The Grantee is eligible for this grant in the Project Support category.

5. Terms and Conditions of Payment

The Council shall pay the Grantee an amount not to exceed \$20,000 on the following dates and in the following amounts, subject to the Grantee's compliance with this Grant Agreement. The Council, in its sole discretion, shall determine whether the Grantee has fulfilled all Grant Agreement terms and conditions. If the Council determines that the Grantee has failed to comply with any term or condition, the Grantee shall not be entitled to any payment listed below:

Amount:	Date:	Stipulation:
\$17,000	02/17/2023	Upon processing of signed agreement and copies of Governor and Legislative notifications
\$3,000	08/30/2023	Upon council approval of final report due on 07/30/2023

Additionally, the Council may demand full repayment of distributed grant proceeds in such event.

The Grantee shall meet the above listed conditions at least 30 days prior to the indicated payment date, so that the Council will have adequate time to process scheduled payments. Failure to comply with any deadlines will delay payment or may cause termination of this Grant Agreement pursuant to Section 7. In the event this Grant Agreement needs to be approved by the State Administrative Board or OFM, it shall be contingent upon such approval and no grant payments shall be made until this contingency is satisfied. Further, Grantee acknowledges that Council's performance of its payment obligation is dependent upon the continued receipt of government funding. In the event that the State Legislature or any State official, commission, authority, body, or employee, or the federal government (a) takes any legislative or administrative action, which fails to provide, terminates, or reduces the funding necessary for this Grant Agreement, or (b) takes any legislative or administrative action, which is unrelated to the source of funding for this Grant Agreement, but which affects the Council's ability to fund and administer this Grant Agreement, and other Council programs, then the Council may terminate this Grant Agreement by providing notice to the Grantee of termination.

The payment amounts set forth in this section shall, at a minimum, be matched on a dollar-for-dollar basis from local and/or private sources. The match may include the reasonable value of services, materials, and equipment as allowed under the Federal Internal Revenue Code for charitable contributions, subject also to the pre-approval of such a match by the Council.

No member of the State Legislature or any individual employed by the State may share in the awarded grant or any benefit that arises

from the grant.

The Council requires the payments under this Agreement be processed by electronic funds transfer (EFT). Grantee is required to register to receive payments by EFT at the State Integrated Governmental Management Applications (SIGMA) Vendor Self Service (VSS) website (www.michigan.gov/VSSLogin).

6. Redistribution Prohibition

The Grantee may not redistribute any grant awarded under this Grant Agreement or the matching funds which conferred eligibility for the grant to any other entity, unless specifically provided for in this Grant Agreement.

7. Termination of Grant Agreement

The Council may terminate this Grant Agreement for any reason by giving five (5) days written notice to the Grantee. Upon termination, the Council shall have no further obligation to make the payments described in Section 5.

8. Grantee's Liability

The Grantee will furnish and maintain during the term of this Grant Agreement public liability, property damage, and workers' compensation insurance insuring, as they may appear, the interests of the parties to this Grant Agreement. The Grantee is responsible for ensuring that all precautions are exercised at all times for the protection of all persons and property. The Grantee shall secure all necessary certificates and permits from municipal or other public authorities and comply with all national, state, and municipal laws, ordinances, and regulations as may be required in connection with the performance of this Grant Agreement.

9. Limitation of Liability

The State of Michigan, the Michigan Strategic Fund and the Council, and their organizational units, officers, agents, and employees shall not be liable to the Grantee, nor to any individuals or entity with whom the Grantee contracts, for any direct, indirect, incidental, consequential or other damages incurred as a result of activities, actions or inactions on the part of the Grantee for services rendered pursuant to this Grant Agreement resulting in litigation; from the Council's decision not to make payment to the Grantee pursuant to Section 5; or from termination of this Grant Agreement pursuant to Section 7.

Any liability resulting from activities, actions or inactions engaged in by the Grantee under this Grant Agreement shall be the sole responsibility of the Grantee. Any liability resulting from activities, actions or inactions engaged in by individuals or entities with whom the Grantee contracts shall be the sole responsibility of the subgrantee or as otherwise specified in a subgrant agreement between the Grantee and the subgrantee; however, under no circumstances shall the State, the Michigan Strategic Fund or the Council, and their organizational units, officers, agents and employees be liable for the activities of the Grantee or any subgrantee. Neither party will indemnify the other party in any litigation that may arise from the performance of this Grant Agreement or any subgrant agreement executed to fulfill this Grant Agreement. This section shall not be construed as a waiver of governmental immunity.

10. Third Party Beneficiary

This Grant Agreement is not intended to make any person or entity not a party to this Grant Agreement a third-party beneficiary of this Grant Agreement or to confer on a third party any rights or obligations enforceable in their favor.

11. Support Credit

The Grantee shall prominently display the Council's name and logo in printed materials associated with the grant and include support credit in each broadcast promotion as follows:

'This activity is supported in part by an award from the Michigan Arts & Culture Council and the NATIONAL ENDOWMENT FOR THE ARTS'

When no printed material is used, verbal acknowledgment shall be given prior to or at the beginning of each presentation. The Grantee shall transmit copies of printing, photographs, advertising and program materials prepared for this activity to the Council.

12. Accounting and Administrative Requirements

The Grantee shall maintain appropriate documents, journals, ledgers, and statements in accordance with generally accepted accounting practices, retain these records for a period of not less than five (5) years from the date of completion of the final report prepared pursuant to Section 15, and make these documents available for examination and audit by appropriate agents of the State and/or Federal Government. Grantee shall comply with the applicable administrative requirements for grants-in-aid and use cost accounting principles which comply with Federal requirements as set forth in 2 CFR Chapter I, Chapter II part 200 Uniform Administrative Requirements, Cost, Principals, and Audit Requirements for Federal Awards.

13. Equal Opportunity

Grantee certifies compliance with Executive Order 79-4, the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 372.101 et seq., and all other pertinent federal, state and local fair employment practices and equal opportunity laws. The Grantee covenants not to discriminate against any employee or applicant for employment, to be employed when services under this Grant Agreement are undertaken, with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, on the grounds of race, color, religion, national origin, age, sex or disability, or to exclude any person from participation in, deny any person the benefits of, or discriminate any person due to the above-listed grounds with respect to any program or activity funded in whole or part under this Grant Agreement. The Grantee agrees to include the aforementioned covenant in every contract or subgrant entered into by the Grantee to effectuate this Grant Agreement. Grantee certifies that the Grantee has an established policy to provide equal opportunity to participate in and benefit from all programs, activities and services and equal employment opportunities; and agrees to state in all promotional materials, advertisements, and recruiting materials its equal opportunity policies.

14. Fair Labor Standards

All professional performers and related or supporting professionals employed on projects or in productions which are financed in whole or in part under this Grant Agreement will be paid, without deduction or rebate on any account, not less than the minimum compensation determined by the Secretary of Labor to be the prevailing minimum compensation for persons employed in similar activities. Furthermore, no part of any project or production which is financed in whole or in part under this Grant Agreement will be implemented under working conditions which are unsanitary, hazardous or evidence of compliance. The Council may terminate this Grant Agreement if the name of the Grantee or any contractor, manufacturer or supplier of the Grantee appears in the register compiled by the Michigan Department of Licensing and Regulatory Affairs pursuant to the State Contracts with Certain Employers Prohibited Act, 1980 PA 278, MCL 423.321 et seq., or Grantee fails to comply with subpart C of 2 CFR 180, as adopted by the Arts Endowment in 2 CFR 32.3254.

15. Reports

The Grantee shall furnish the following report or reports to the Council:

- a. A final report covering the grant period, which is due within 30 days after the end of the grant period. The final report shall indicate at least the following:
 - i. Project revenues and expenditures, including grant matching fund amounts;
 - ii. Number of individuals attending or engaged during the grant period; and
 - iii. A narrative summary of the project and its outcome.

Failure to submit the above-described reports in a timely manner may void Grantee's claim to funds or cause repayment of funds already distributed under this Grant Agreement.

16. Reviews and Evaluations

In order to provide members of the Council, appropriate Council evaluators and staff an opportunity to appraise the nature and caliber of activities supported by Council funds, Grantee agrees to admit those individuals to activities without charge and to cooperate with in-depth reviews and evaluations as may be required.

During the Term, and for five (5) years after the Term, Grantee shall maintain reasonable records including evidence that the project was actually performed and the identity of all individuals paid for the project, and shall allow access to those records by the Council or its authorized representative at any time during this period.

17. Other Certifications

The Grantee certifies, by signature to this Grant Agreement, that neither he/she/it nor any principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the grant by any federal department or agency. If the Grantee is unable to certify to any portion of this statement, the Grantee shall attach to this Grant Agreement an explanation of the reason.

18. Governance

This Grant Agreement is governed by the laws of the State of Michigan and supersedes all prior agreements, documents and representations related to this Grant Agreement between the Council and the Grantee, whether expressed, implied, oral or otherwise. This Grant Agreement constitutes the entire agreement between the parties and may not be amended, except by written instrument executed by both parties prior to the termination date set forth in Section 2. No party to this Grant Agreement may assign this Grant Agreement or any of his/her/its rights, interest or obligations hereunder without prior consent of the other party. The Grantee agrees to inform the Council in writing immediately of any proposed changes of dates, budget or services indicated in this Grant Agreement, as well as changes of address or personnel affecting this Grant Agreement. Changes in dates, budget or services are subject to the Council's approval. If any provision of this Grant Agreement is deemed void or unenforceable, the remainder of the Grant Agreement shall remain valid.

19. Compliance with Laws

The Grantee shall otherwise be in compliance at all times with all applicable federal laws, regulations, rules and orders including, but not limited to Title VI of the Civil Rights Act of 1964, 42 USC 2000d et seq.; Executive Order 13166; Title IX of the Education Amendments of 1972, 20 USC 1681 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 USC 701 et seq.; the Age Discrimination Act of 1975, 42 USC 6101 et seq.; the National Environmental Policy Act (NEPA) of 1969, 42 USC 4321 et seq.; the National Historic Preservation Act (NHPA) of 1966, 16 USC 470 et seq.; the Drug Free Workplace Act of 1988, 41 USC 701 et seq.; Lobbying restrictions, 18 USC 1913, 2 CFR 200.450, and 31 USC 1352; Davis-Bacon and Related Acts; the Native American Graves Protection and Repatriation Act of 1990, 25 USC 3001 et seq.; the U.S. Constitution Education Program, P.L. 108-447, Division J, Sec. 111(b); and the prohibition on funding to ACORN, P.L. 111-88, Sec. 427.

20. Counterparts

This Grant Agreement may be executed in one or more counterparts and transmitted by facsimile, email, pdf or other electronic means, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

21. Survivability

The terms and conditions of sections 6, 8, 9, 10, 11, 12, 15, 16, 18 shall survive termination of this Grant Agreement.

MICHIGAN STRATEGIC FUND
MI COUNCIL FOR ARTS AND CULTURAL AFFAIRS

CITY OF DETROIT



Alison Watson
Director

Sandra Yu Stahl
Director, General Services Department

September 19, 2022

Date

EXHIBIT A
INSURANCE SUFFICIENCY ACKNOWLEDGEMENT

RECITALS

WHEREAS, the City of Detroit (the “Grantee”) and the Michigan Arts & Culture Council (the “Council”) (collectively, the “Parties”) have entered into the Grant Agreement, Control Number 23PS6701; and

WHEREAS, the Parties desire to incorporate this Exhibit A into the Grant Agreement, the Parties hereby acknowledge the following.

TERMS

1. The Council acknowledges that the Grantee is a municipality that is self-insured. The Council affirms that the Grantee’s self-insurance fulfills the insurance requirements outlined in Section 8 of the Grant Agreement.
2. Further, the recitals to this Exhibit A are incorporated into and shall constitute an integral part of this Exhibit A.

**SIGNATURE PAGE
TO
EXHIBIT A**

IN WITNESS WHEREOF, the Parties, by and through their duly authorized officers and representatives, have executed this Exhibit A as of the dates shown below.

GRANTEE:

CITY OF DETROIT,
a Michigan municipal corporation,

By: _____

Name: _____

Date: _____

Title: _____

COUNCIL:

MICHIGAN STRATEGIC FUND
MI COUNCIL FOR ARTS AND
CULTURAL AFFAIRS

By: _____

Name: _____

Date: _____

Title: _____



Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 1100
Detroit, Michigan 48226

Phone: 313 -628-2535
Fax: 313 -224-2135
www.detroitmi.gov

January 25, 2023

To Whom it May Concern,

Please be advised of the following information as it relates to the City of Detroit and its insurance coverage.

1. **Workers Compensation:** The City is a qualified self-insurer for Workers Compensation coverage in the State of Michigan. The program of self-insurance is administered by CompOne Administrators, Inc.
2. **Automobile Liability:** The City has been self-insured for Automobile liability coverage since 6/9/1987. Our self-insurance status is issued under the State of Michigan certificate number 695
3. **General Liability, Public Officials and Law Enforcement.** The City is self-insured for general liability and funded by the Risk Management Self Insurance Fund.

If you have any questions, about this program of self-insurance please feel free to contact me.

Regards,

Lawrence Patrick Foley
Director of Risk Management
Office of the Chief Financial Officer
Administration
City of Detroit
2 Woodward Avenue
Suite 1200
larry.foley@detroitmi.gov