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TO: Mayor and Council

FROM: Milton Dohoney Jr., City Administrator

CC: Marti Praschan, Interim Deputy City Administrator  
Missy Stults, Sustainability & Innovations Director

SUBJECT: October 7, 2024 Council Agenda Response Memo

DATE: October 3, 2024

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**CA-11 - Resolution to Approve a Community-Based Crisis Response Pilot Grant Contract with the Michigan State Police, to Accept a Grant in the Amount of \$483,000.00, and to Appropriate Funding in the Amount of \$603,750 (8 Votes Required)**

**Question #1:** How will the city and MSP ensure that privacy and confidentiality are maintained for individuals receiving services, especially in cases where sensitive health or behavioral data is collected? What records can and cannot be released through FOIA? (Councilmember Harrison)

**Response:** The City negotiated language to be added into the Grant Agreement, Sections V and X, that states the required reports and right to inspect documents does not include personally identifiable information (PII):

**V. Attribution:**

A. Any public announcements—whether oral, written, or electronic—must identify the state of Michigan as the source of funding for the grant-funded Community-Based Crisis Response Program. The following is suggested language:

1. *The Community-Based Crisis Response Program is supported by FY24 grant funds awarded by the state of Michigan through grant award 24-CBCRP-01 provided through Article 14, Section 108 of Public Act 119 of 2023.*

B. The state of Michigan has the royalty-free right to copy, publish, and distribute any data or material associated with the CBCRP. **This does not apply to personally identifiable information tracked by the program or other statutorily protected data, such as private health information.**

#### **X. Inspection and Audit:**

A. The Department (and/or any of their duly authorized representatives) is permitted access, for the purposes of inspection, audit, and examination; to any books, documents, papers, and records, in any format (i.e., digital, electronic, cloud, paper, etc.), of the Grantee's which are related to this project for the duration of the grant performance period plus three years. **This does not apply to personally identifiable information tracked by the program or other statutorily protected data, such as private health information.**

B. The Department (and/or any of their duly authorized representatives) may conduct virtual or on-site inspections with no less than one business day's notice. **Grantee will be provided 15 business days from the last day of the inspection to redact legally protected or personally identifiable information from any documentation requested by the department during the inspection.**

C. If funds are determined to have been misused or reimbursed in error during a site visit or audit, the Grantee agrees to pay funds back to the Department.

Michigan's Freedom of Information Act (FOIA) provides a number of statutory exemptions that allow the City to redact certain information. One provision exempts "information of a personal nature if public disclosure would constitute a clearly unwarranted invasion of an individual's privacy." This exemption would allow for the redaction of an individual's name, personal contact information, or other identifiable information, including private health information. Other statutory exemptions may apply depending on circumstance.

**Question #2:** How will the city ensure that the MSP's oversight of the grant aligns with the community's goal of avoiding unnecessary law enforcement presence in nonviolent situations? (Councilmember Harrison)

**Response:** The MSP's oversight is limited to ensuring that the grant money is spent in compliance with the terms of the contract. They will not be involved in the day-to-day operational decisions we make in the City of Ann Arbor. The City, not the MSP, will determine when an alternative, non-law enforcement response would be more appropriate for our citizens.

**Question #3:** Will the MSP allow the crisis response program to prioritize treatment and supportive services over law enforcement involvement to reduce the risk of creating criminal records for individuals? (Councilmember Harrison)

**Response:** The MSP will not be involved in developing the details of the City's program. The City is free to create, or further develop an existing program, that prioritizes treatment and support for our community over criminalization.

**Question #4:** Are there specific guidelines for integration of nonprofit organizations and community-based services within the crisis response framework under the grant? (Councilmember Harrison)

**Response:** No, there are no such guidelines under the grant.

**Question #5:** What are the mechanisms for reporting to MSP on the outcomes of the crisis response, and how will privacy be protected for individuals who interact with the program? (Councilmember Harrison)

**Response:** There are two required reports: the Financial Status Report (FSR) and a Program Status Report (PSR), the templates for which are attached. PII will not be included in these reports.

**Question #6:** What is the procedure for ensuring that the grant funds are used solely for the purposes outlined in the agreement, particularly for community-based crisis response? (Councilmember Harrison)

**Response:** The grant is a reimbursement-based grant. The Grant Agreement specifies the following information that must be provided when requesting reimbursement for funds expended pursuant to the grant:

XI(C). The Grantee shall submit to the GCSD, via email, a completed FSR, PSR, and supporting documentation, according to the schedule listed within this section above, **whether or not** any expenditures have been incurred or paid during that period. All submitted documentation will be reviewed and a response provided by the Department within 45 days.

1. If no expenditures have been paid during the reporting period, an FSR must be submitted without line items and a total of \$0.00.

2. At a minimum, the following data must be included with each PSR. a. The number of incidents resulting in a response as a part of the pilot.

b. The type of response.

c. The level of training, certification, or licensing completed or held by a responder participating in the pilot.

d. The outcome of each response.

Additional data/information may be required as determined by the Department to satisfy the Department's statutorily required reporting requirements. This does not apply to personally identifiable information tracked by the program or other statutorily protected data, such as private health information.

MSP reviews this information prior to submitting the reimbursement for these expenses with grant funds, presumably to ensure that the expenditures qualify for grant funds.

**Question #7:** How will the city maintain compliance with MSP's reporting requirements, including the Financial Status Report (FSR) and Program Status Report (PSR)? (Councilmember Harrison)

**Response:** The City will submit the reports, using the templates (attached) provided by the MSP, and submit them according to the schedule outlined in Section XI of the Grant Agreement.

**Question #8:** What kind of audit or inspection processes will the MSP employ to ensure funds are used appropriately, and how will the city safeguard sensitive data during such inspections? (Councilmember Harrison)

**Response:** MSP has indicated that they may perform on-site inspections in which they ask staff for specific records. Section X of the Grant Agreement was negotiated by City staff to include the language that PII is excluded from these searches and that the City has 24 hours in which to redact the PII.

**X. Inspection and Audit:**

A. The Department (and/or any of their duly authorized representatives) is permitted access, for the purposes of inspection, audit, and examination; to any books, documents, papers, and records, in any format (i.e., digital, electronic, cloud, paper, etc.), of the Grantee's which are related to this project for the duration of the grant performance period plus three years. **This does not apply to personally identifiable information tracked by the program or other statutorily protected data, such as private health information.**

B. The Department (and/or any of their duly authorized representatives) may conduct virtual or on-site inspections with no less than one business day's notice. **Grantee will be provided 15 business days from the last day of the inspection to redact legally protected or personally identifiable information from any documentation requested by the department during the inspection.**

C. If funds are determined to have been misused or reimbursed in error during a site visit or audit, the Grantee agrees to pay funds back to the Department.

**Question #9:** How will the city ensure that any funds unexpended by the end of the four-year grant period are not forfeited, especially with the complexity of crisis response programs? (Councilmember Harrison)

**Response:** A budget has been drafted for the grant funds to ensure that all the funds received will be spent within the allotted time frame for the grant. The grant will be monitored by Finance to ensure that all funds are spent in a timely manner.

**Question #10:** How does the grant funding from MSP account for ongoing training and professional development for crisis response personnel, particularly on de-escalation and harm reduction? (Councilmember Harrison)

**Response:** Nothing in the Grant Agreement speaks to using, or not using, the grant funds for training crisis response personnel. The City may seek reimbursement through the grant for such expenses.

**C-4 – An Ordinance to Amend Section 1:17 (Code Violation Citations) of Chapter 1 of Title I and Section 8:458 of Chapter 104 (Energy and Water Benchmarking) of Title VIII.**

**Question:** Regarding An Ordinance to Amend Section 1:17 (Code Violation Citations) of Chapter 1 of Title I and Section 8:458 of Chapter 104 (Energy and Water Benchmarking) of Title VIII.... can you help me understand the practical implications of this change? How will OSI be carrying out enforcement? (Councilmember Akmon)

**Response:** This amendment gives OSI enforcement authority over only specific chapters that involve OSI initiatives - Chapter 75 (Leaf Blowers), Chapter 102 (HERD), Chapter 104 (Energy Benchmarking). As of now, OSI is working hard on compliance with the hopes of very limited enforcement. Put another way, our goal is compliance and not enforcement. We are, however, preparing to enforce for violations, which will involve issuing tickets when our attempts to help folks reach compliance fail. But we will remain heavily focused on engagement, education, and helping the marketplace comply with the ordinances we are authorized to enforce.

# COMMUNITY-BASED CRISIS RESPONSE PILOT GRANT (CBCRP) PROGRAM FINANCIAL STATUS REPORT (FSR)

I. Applicant's Information			
1. Agency Name		2. Grant Number	
3. Address	4. City	5. State	6. ZIP Code
II. Financial Status Report (Due 30 Days After the End of a Reporting Period)			
7. Reporting Period			
<input type="checkbox"/> July 1, 2024 – September 30, 2024	<input type="checkbox"/> October 1, 2024 – December 31, 2024	<input type="checkbox"/> January 1, 2025 – March 31, 2025	
<input type="checkbox"/> April 1, 2025 – June 30, 2025	<input type="checkbox"/> July 1, 2025 – September 30, 2025	<input type="checkbox"/> October 1, 2025 – December 31, 2025	
<input type="checkbox"/> January 1, 2026 – March 31, 2026	<input type="checkbox"/> April 1, 2026 – June 30, 2026	<input type="checkbox"/> July 1, 2026 – September 30, 2026	
<input type="checkbox"/> October 1, 2026 – December 31, 2026	<input type="checkbox"/> January 1, 2027 – March 31, 2027	<input type="checkbox"/> April 1, 2027 – June 30, 2027	
<input type="checkbox"/> July 1, 2027 – September 30, 2027	<input type="checkbox"/> October 1, 2027 – December 31, 2027	<input type="checkbox"/> January 1, 2028 – March 31, 2028	
<input type="checkbox"/> April 1, 2028 – June 30, 2028	<input type="checkbox"/> July 1, 2028 – September 30, 2028		
III. Expenditure Detail (Must Attach Payment Documents such as Invoice(s) and Canceled Check(s))			
8. Expense Category	9. Expense Description	10. Total Expenditure Incurred for Period	11. Total Expenditure Incurred to Date
A. Personnel		\$	\$
B. Fringe Benefits		\$	\$
C. Travel		\$	\$
D. Equipment		\$	\$
E. Supplies		\$	\$
F. Subawards		\$	\$
G. Indirect		\$	\$
H. Other		\$	\$
12. Total Amount Incurred this Period		\$	
13. Total Cumulative Amount Incurred to Date			\$
IV. Reimbursement Request			
14. Amount Requested for Reimbursement		\$	
This is my final report.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
V. Certification			
<p>I certify all statements in this report, including all requested supplemental information, are true, complete, and accurate to the best of my knowledge. I understand failure to submit any required reports may result in the termination of the grant. I understand this grant may be terminated if the Michigan State Police concludes I am not in compliance with the conditions and provisions required by the contract covering this grant or have falsified any information. By way of signature, I agree with all the conditions of this grant program.</p>			
Agency's Authorized Official or Financial Officer Signature		Date	
Printed Name of Authorized Official or Financial Officer		Title of Authorized Official or Financial Officer	
For MSP Use Only			
Reviewed By:	Date:	Approved By:	Date:
Date sent to finance for payment:		Date received confirmation of payment:	

# COMMUNITY-BASED CRISIS RESPONSE PILOT GRANT (CBCRP) PROGRAM PROGRAM STATUS REPORT (PSR)

I. Applicant's Information			
1. Agency Name		2. Grant Number	
3. Address	4. City	5. State	6. ZIP Code
II. Program Status Report (Due 30 Days After the End of a Reporting Period)			
7. Reporting Period			
<input type="checkbox"/> July 1, 2024 – September 30, 2024	<input type="checkbox"/> October 1, 2024 – December 31, 2024	<input type="checkbox"/> January 1, 2025 – March 31, 2025	
<input type="checkbox"/> April 1, 2025 – June 30, 2025	<input type="checkbox"/> July 1, 2025 – September 30, 2025	<input type="checkbox"/> October 1, 2025 – December 31, 2025	
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<input type="checkbox"/> April 1, 2028 – June 30, 2028	<input type="checkbox"/> July 1, 2028 – September 30, 2028		
<p>8. Please describe current reporting period activities. Please provide specific details such as staff activity (data analysis conducted, reports generated, etc.)</p>			
<p>9. Have you encountered roadblocks to the implementation of this project? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide details and describe your plan for overcoming the listed roadblocks.</p>			
<p>10. Is your project on track with the overall project timeline? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, please provide details and describe your plan for moving the project back on track.</p>			
<p>11. Do you require program or financial assistance from the Michigan State Police, Grants and Community Services Division? <input type="checkbox"/> Yes <input type="checkbox"/> No. If yes, please explain:</p>			
III. Certification			
<p>I certify all statements in this report, including all requested supplemental information, are true, complete, and accurate to the best of my knowledge. I understand failure to submit any required reports may result in the termination of the grant. I understand this grant may be terminated if the Michigan State Police concludes I am not in compliance with the conditions and provisions required by the contract covering this grant or have falsified any information. By way of signature, I agree with all the conditions of this grant program.</p>			
Agency's Authorized Official or Program Officer Signature		Date	
Printed Name of Authorized Official or Program Officer		Title of Authorized Official or Program Officer	