



Agenda

Regular Meeting of the City Commission

City of Kalamazoo

Monday, August 1, 2016

7:00 PM

City Commission Chambers - 241 W. South Street

A. CALL TO ORDER/ROLL CALL

B. OPENING CEREMONY

1. Invocation: **Dr. Addis Moore, Pastor, Mt. Zion Baptist Church**
2. Pledge of Allegiance
3. Introduction of Guests
4. Proclamations

C. ADOPTION OF FORMAL AGENDA

D. COMMUNICATIONS

1. Calendar of Upcoming Meetings

E. PUBLIC HEARINGS

F. CONSENT AGENDA

(Action: Motion to approve Items "1-4" and authorize the City Manager to sign all documents on behalf of the City)

1. Approval of an agreement with the Research Foundation of The City University of New York for the Group Violence Intervention Program through the National Network for Safe Communities - John Jay College of Criminal Justice.
2. Approval of a Memorandum of Agreement with Kalamazoo Public Schools for the Kalamazoo Department of Public Safety to provide School Resource Officer Services for the 2016-2017 school year.
3. Approval of a *Contract for Independent Contractor Services* with Comstock Public Schools for the Law Enforcement Education for Employment Program for the 2016-2017 school year.
4. Approval of the minutes from the City Commission meetings on July 18, 2016.

G. REGULAR AGENDA

H. REPORTS AND LEGISLATION

1. City Manager's Report

I. UNFINISHED BUSINESS

- J. **POLICY ITEMS**
- K. **NEW BUSINESS**
- L. **CITIZEN COMMENTS**
- M. **MISCELLANEOUS COMMENTS AND CONCERNS BY COMMISSIONERS**
- N. **CLOSED SESSION**
- O. **ADJOURNMENT**

ADDITIONAL INFORMATION

Get news, information, and alerts from the City of Kalamazoo. Sign up at www.kalamazoocity.org/connect, follow @KalamazooCity on Twitter, and search for The City of Kalamazoo on Facebook.

Questions regarding agenda items may be answered prior to the meeting by contacting the City Manager's Office at 269.337.8047.

Persons with disabilities who need accommodations to effectively participate in City Commission meetings should contact the City Clerk's Office at 337-8792 a week in advance to request mobility, visual, hearing or other assistance.

Agendas for the regular meetings of the Kalamazoo City Commission are available on the Internet at: www.kalamazoocity.org

The Kalamazoo City Commission meetings are held on the first and third Mondays at 7:00 p.m. and are shown live on the Public Media Network (channel 190 for Charter customers, channel 99 for U-Verse customers). The meetings are rebroadcast on Tuesdays at 8:00 a.m., Wednesdays, at 1:00 a.m., and Thursdays at 3:00 p.m.



Commission Agenda Report

City of Kalamazoo

TO: Mayor Hopewell, Vice Mayor Cooney, and City Commissioners

FROM: Scott A. Borling, City Clerk

PREPARED BY: Shelby Moss, Deputy City Clerk

DATE: 7/18/2016

SUBJECT: Calendar of Upcoming Meetings

INFORMATIONAL ITEMS

Attached is the calendar of upcoming meetings of the City Commission's advisory boards, commissions, and committees.

ATTACHMENTS:

	Type	Description
▣	Meeting Schedule	20160801 CalendarOfMeetings



Calendar of Upcoming Meetings

City of Kalamazoo

City Commission (next 30 days)

Regular Business Meetings – 7:00 p.m. in the City Commission Chambers

Monday, August 15th and Tuesday, September 6th

Regular Neighborhood Meetings – 6:00 p.m. in the Community Room at City Hall

August 15th

Advisory Boards, Commissions and Committees (next two weeks)

The **Parks and Recreation Advisory Board** will meet on Tuesday, August 2, 2016 at 5:20 p.m., in the Parks and Recreation Community Room at Mayors' Riverfront Park, located at 251 Mills Street.

The **Planning Commission** will meet on Thursday, August 4, 2016 at 7:00 p.m., in the City Commission Chambers at City Hall.

The **Kalamazoo Historic Preservation Commission** will meet on Tuesday, August 9, 2016 at 7:00 p.m., in the Community Room at City Hall.

The **Employee Retirement System Board of Trustees** will meet on Wednesday, August 10, 2016 at 8:00 a.m., in the Third Floor Conference Room at City Hall.

The **Community Development Act Advisory Committee** will meet on Thursday, August 11, 2016 at 6:30 p.m., in the Community Room at City Hall.

~~CANCELED The **Traffic Board** will meet on Thursday, August 11, 2016 at 2:00 p.m., in the Public Services Conference Room, located at 415 Stockbridge Avenue.~~

The **Zoning Board of Appeals** will meet on Thursday, August 11, 2016 at 7:00 p.m., in the City Commission Chambers at City Hall.

The **Downtown Development Authority** will meet on Monday, August 15, 2016 at 3:00 p.m., in the Community Room at City Hall.



Commission Agenda Report

City of Kalamazoo

TO: Mayor Hopewell, Vice Mayor Cooney, and City Commissioners

FROM: James K. Ritsema, ICMA-CM, City Manager

REVIEWED BY: Jeffrey Hadley, Public Safety Chief

PREPARED BY: Ryan Tibbets, Assistant Chief – Fire Administration/Finance

DATE: 7/6/2016

SUBJECT: Group Violence Intervention Program Agreement

RECOMMENDATION

It is recommended that the City Commission approve an agreement with the Research Foundation of The City University Of New York for the Group Violence Intervention Program through the National Network for Safe Communities - John Jay College of Criminal Justice, 555 West 57th Street, Suite 1140, New York, NY 10019 and authorize the City Manager to sign the agreement.

BACKGROUND

Public Safety has partnered with the National Network for Safe Cities to launch the Group Violence Intervention (GVI) Program. This strategy will combine targeted enforcement, principles of deterrence, and community legitimacy components in order to achieve immediate and sustained reductions in violence in Kalamazoo. Implementation of this model will complement the broader violence reduction strategies underway by the City of Kalamazoo through a coordinated deterrence message and through community “call-in” sessions involving lower risk offenders. Specific grant activities will include; training; violent crime incident reviews; research integration; the use of a focused deterrence message; organizing service providers and key community stakeholders; improving perceived police legitimacy by integrating neighborhood stakeholders into the focused deterrence strategy; ongoing enforcement and repeat “call-in” sessions to reaffirm the deterrence message.

COMMUNITY RESOURCES CONSULTED

The partnerships for this initiative include KDPS, the U.S. Attorney’s Office in the Western District of Michigan, the Kalamazoo County Prosecutor’s Office, and the Michigan Department of Corrections. Second, social service and community providers include Goodwill Industries (social service providers), the Douglass Community Association (mental health and case management assistance), Northside Ministerial Alliance and Interfaith Strategy for Advocacy & Action in the Community (ISAAC) (faith-based outreach teams to promote criminal justice legitimacy in the targeted neighborhoods), and Peace During War (former gang member outreach workers).

FISCAL IMPACT

The two-year cost for the GVI Program is estimated to be \$316,753.75 with funding coming from the following sources: the Kalamazoo Community Foundation (\$100,000), Irving S. Gilmore Foundation (\$150,000) and the

City of Kalamazoo (\$66,753.75).

ALTERNATIVES

No alternatives are recommended by staff.

ATTACHMENTS:

	Type	Description
▣	Aerial Photo	Group Violence Intervention Agreement
▣	Aerial Photo	GVI Proposal - Already CC Approved

**AGREEMENT
BETWEEN
THE CITY OF KALAMAZOO, MI
AND
RESEARCH FOUNDATION OF THE CITY UNIVERSITY OF NEW YORK
FOR
REDUCING SERIOUS VIOLENCE IN KALAMAZOO**

THIS AGREEMENT is made and entered into by and between the CITY OF KALAMAZOO, a Michigan municipal corporation (hereinafter the “CITY”), with offices at 150 E. Crosstown Pkwy, Kalamazoo, MI 49001 and RESEARCH FOUNDATION OF THE CITY UNIVERSITY OF NEW YORK, a foreign corporation with an office at 230 West 41st Street, New York, NY 10036 (hereinafter the “CONSULTANT”), for reducing serious crime in CITY through Group Violence Intervention (hereinafter the “Project”).

RECITALS:

WHEREAS, on May 2, 2016, CITY’s City Commission approved a Proposal of Services submitted by CONSULTANT for implementation and performance of services for the Project; and

WHEREAS, CITY and CONSULTANT have negotiated mutually satisfactory terms for the execution of said services; now therefore

IN CONSIDERATION of the premises and of the mutual covenants and agreements hereinafter contained, CITY hereby engages CONSULTANT for the Project in accordance with the following:

ARTICLE 1: Engagement of CONSULTANT:

1.1. CITY agrees to engage CONSULTANT and CONSULTANT accepts the offer of engagement for the purpose of providing to CITY professional services for the Project, as described in and according to the provisions of the “Reducing Serious Violence in Kalamazoo, MI” proposal, attached hereto as **Exhibit A** and incorporated herein by this reference (the “Services” or “Proposal for Services”).

1.2. If any other services, functions, or responsibilities not specifically described in this Agreement are necessary for the proper performance and provision of the Proposal of Services, they shall be deemed to be implied by and included within the scope of the Proposal of Services to the same extent and in the same manner as if specifically described in this Agreement and/or the Proposal of Services. CONSULTANT shall be responsible for providing the equipment, supplies, personnel (including

management, employees, and training), and other resources as necessary to provide the Services.

ARTICLE 2: Coordination and Services Provided by CITY:

CITY shall designate for the Services received a Project Coordinator who will, on behalf of CITY, coordinate with CONSULTANT and administer this Agreement according to the terms and conditions contained herein and in the exhibits attached hereto and incorporated herein. It shall be the responsibility of CONSULTANT to coordinate all Project-related activities with the designated Project Coordinator. CITY's Project Coordinator shall be: Chief Jeffrey Hadley, Kalamazoo Department of Public Safety, 150 E. Crosstown Pkwy, Kalamazoo, MI, 49001 (Phone: 269.337.0449; Fax: 269.337.8141); hadleyj@kalamazoocity.org).

ARTICLE 3: Duration of Agreement, Termination and Default:

3.1. The term of this Agreement shall become effective as of the date executed by an authorized officer of the CITY and shall continue and remain in full force and effect as to all its terms, conditions, and provisions as set forth herein for two (2) years or until July 1, 2018, whichever is later.

3.2. Should either party default in its obligations under this Agreement, the non-defaulting party shall provide written notice to the defaulting party of the default. The defaulting party shall be given ten (10) business days from receipt of the notice of default (or any such other amount of time agreed to by the parties in writing) to remedy the default. If the default is not remedied within such time frame, the non-defaulting party may terminate this Agreement as provided in Section 3.03 hereof.

3.3. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, CITY may terminate this Agreement at any time in the event of loss of funding for any reason by giving CONSULTANT twenty-four (24) hours' oral notice with written confirmation following. In the event this Agreement is terminated, CONSULTANT shall be paid for any unpaid billings for all Services performed up to the date of receiving notice of termination, reasonable costs, and fees associated with an orderly close-out of the work to the extent authorized in writing by CITY.

3.4. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, in the event of a default, the non-defaulting party shall be entitled to all available remedies at law or equity.

ARTICLE 4: Meetings and Public Hearings:

CONSULTANT must attend all meetings and public hearings relative to the Services being performed by it where its presence is determined to be necessary and requested by CITY and CONSULTANT can reasonably schedule its appearance.

ARTICLE 5: Delays:

Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such obligation is prevented or delayed by any cause beyond the reasonable control of the affected party, and the time for performance of either party hereunder shall in such event be extended for a period equal to any time lost due to such prevention or delay.

ARTICLE 6: Suspension of Services:

CITY may suspend the performance of the Services rendered by providing five (5) days' written notice of such suspension. Schedules for performance of the Services shall be amended by mutual agreement to reflect such suspension. In the event of suspension of Services, CONSULTANT shall resume the full performance of the Services when directed in writing to do so by the Project Coordinator. Suspension of Services for reasons other than CONSULTANT's negligence or failure to perform shall not affect CONSULTANT's compensation as outlined in this Agreement.

ARTICLE 7: Payments for Services of CONSULTANT:

7.1. CITY will compensate CONSULTANT for the Services rendered pursuant to this Agreement in accordance with the following terms:

7.1.1 CONSULTANT's professional fees under the terms of the Agreement shall be those contained and summarized in the table contained in the "Proposal for Services", attached hereto as **Exhibit A** and incorporated by reference, for the term of this Agreement. CONSULTANT's professional fees shall be billed quarterly for Services provided the previous quarter using invoices and such other documentation satisfactory to CITY to allow and authorize payment. Each such invoice shall include the amount of payment requested, the amount previously paid, the total contract value, the percent completed since the last invoice, the total percent completed to date, and any other such information as may be reasonable and necessary to secure the written approval of the invoice by CITY's Project Coordinator.

Payments shall be made within forty-five (45) days after receipt of said invoices or other documentation by CITY.

7.1.2 The maximum indebtedness of CITY for all fees, reimbursable items, or other costs for Services provided by CONSULTANT pursuant to this Agreement shall not exceed the sum of THREE HUNDRED SIXTEEN THOUSAND SEVEN HUNDRED FIFTY - THREE AND 75/100 DOLLARS (\$316,753.75) for the term of this Agreement.

7.2. CITY's obligations under this Agreement are contingent upon the availability of lawfully appropriated funds for the Project and this Agreement.

ARTICLE 8: Indemnity:

8.1. CONSULTANT, and without limitation its employees, agents, and sub-consultants, (individually or collectively referred to as the "Indemnifying Parties"), shall hold harmless, indemnify, and defend CITY, including without limitation its officers, directors, employees, representatives, and agents (individually or collectively the "Indemnified Parties") from and against:

8.1.1. General Tort Liability, including without limitation any and all claims, actions, losses, damages, injuries, liabilities, costs, and expenses of whatsoever kind or nature (including, but not by way of limitation, attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to property arising out of or incidental to the Indemnifying Parties' performance of this Agreement or work performed hereunder; and

8.1.2. Intellectual Property Liability, including without limitation any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities, and expenses (including all costs for investigation and defense thereof, including but not limited to court costs, reasonable expert witness fees, and attorney's fees) arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services constitutes an infringement of any copyright, patent, trade secret, or any other intellectual property right, and will pay all costs (including but not limited to attorney's fees and court costs), damages, charges, and expenses charged to the Indemnified Parties by reason thereof. If in any suit or proceeding the Services or any product generated by the Services is held to constitute an infringement and its use is permanently enjoined, the Indemnifying

Parties shall immediately make every reasonable effort to secure for the Indemnified Parties a license authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to CITY so that the Service or product is non-infringing; and

8.1.3. Violation of Laws Liability, including without limitation any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities, and expenses (including all costs for investigation and defense thereof, including but not limited to court costs, reasonable expert witness fees, and attorney's fees) arising from or based upon the violation of any federal, state, or municipal laws, statutes, resolutions, rules, or regulations by the Indemnifying Parties or those under their control; and

8.1.4. Liability from Breach of Representations, Warranties and Obligations, including without limitation any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities, and expenses (including all costs for investigation and defense thereof, including but not limited to court costs, reasonable expert witness fees, and attorney's fees) which may be incurred by, charged to, or recovered from any of the foregoing, arising directly or indirectly out of (a) any breach of any representation or warranty made by the Indemnifying Parties in connection with this Agreement or in any certificate, document, writing, or other instrument delivered by the Indemnifying Parties pursuant to this Agreement or (b) any breach of any covenant or obligation of the Indemnifying Parties set forth in this Agreement or any other certificate, document, writing, or instrument delivered by the Indemnifying Parties pursuant to this Agreement.

8.2. The indemnifications in Section 8.1 are separate and apart from, and are in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This Article relating to indemnification shall survive the term of this Agreement and any holdover and/or contract extensions thereto, whether such term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Agreement.

ARTICLE 9: Insurance:

9.1. Without limiting its liability under this Agreement, CONSULTANT shall procure and maintain, or will require subcontractors and other persons performing work to procure and maintain, during the term of the Project insurance of the types and in amounts no

less than those stated below:

Schedule

Limits

Worker's Compensation

Michigan Statutory Coverage

CONSULTANT's workers' compensation insurance shall cover CONSULTANT (and to the extent its subcontractors of any tier are not otherwise insured, its subcontractors) for those sources of liability which are required by the State of Michigan. If CONSULTANT is not required to carry workers' compensation coverage as permitted by Michigan law, the above requirement may be waived and CONSULTANT shall provide to CITY written confirmation verifying the exemption on CONSULTANT's letterhead, certified and signed by an officer or authorized representative of CONSULTANT.

Commercial General Liability	\$1,000,000	General Aggregate
	\$1,000,000	Products/Completed Ops Aggregate
	\$1,000,000	Personal/Advertising Injury
	\$1,000,000	Each Occurrence
	\$50,000	Fire Damage
	\$5,000	Medical Expenses
Automobile Liability (coverage for all automobiles- owned, hired, or non-owned)	\$1,000,000	Total Any One Accident

CITY shall be endorsed as an additional insured under all of the above Commercial General Liability and Automobile Liability coverages. Such insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of CITY.

Professional Liability	\$1,000,000 per Claim & Aggregate
------------------------	-----------------------------------

Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement and with a three year reporting option beyond the annual expiration date of the policy. Such insurance shall be

on a form acceptable to CITY and shall also cover CONSULTANT for those sources of liability arising out of the rendering of or failure to render professional services in the performance of this Agreement. The insurance shall include coverage for liability contractually assumed by CONSULTANT.

Valuable Papers & Records: \$100,000

9.2. CONSULTANT's Insurance Primary. The insurance provided by CONSULTANT shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by CITY or a CITY member, official, officer, or employee.

9.3. CONSULTANT's Insurance Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of CONSULTANT or its subcontractors, employees, or agents to CITY or others. Any remedy provided to CITY or CITY's members, officials, officers, or employees shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.

9.4. Each policy shall be written by an insurer authorized to do business in the State of Michigan. Such insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of CITY. Such insurance shall be written by an insurer with an A.M. Best Financial Strength Rating of A- or better. Prior to commencing any work on the Project, CONSULTANT shall furnish CITY Certificates of Insurance approved by CITY's Risk Manager demonstrating the maintenance of said insurance. CONSULTANT shall provide an endorsement issued by the insurer to provide CITY thirty (30) days' prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. In the event CONSULTANT is unable to obtain such endorsement, CONSULTANT agrees to provide CITY thirty (30) days' written notice directly. Until such time as the insurance is no longer required to be maintained by CONSULTANT, CONSULTANT shall provide CITY with renewal or replacement evidence of insurance with the minimum requirements no less than thirty (30) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

9.5. Anything to the contrary notwithstanding, the liabilities of CONSULTANT under this Agreement shall survive and not be terminated, reduced, or otherwise limited by any expiration or termination of insurance coverage. Neither approval of, nor failure to disapprove,

insurance furnished by CONSULTANT shall relieve CONSULTANT or its subcontractors from the responsibility to provide insurance as required by this Agreement.

ARTICLE 10: Accuracy of Work:

10.1. In providing the Services under this Agreement, CONSULTANT, including its officers, employees, agents, and sub-consultants, shall exercise that degree of skill and care required by customarily accepted good practices and procedures for the performance of the same or similar services. CONSULTANT shall be responsible for the accuracy of its work, including work by any sub-consultants, and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of CONSULTANT or sub-consultants at no additional compensation. Acceptance of the work by CITY shall not relieve CONSULTANT of the responsibility for subsequent corrections of any such errors and the clarification of any ambiguities.

10.2. At any time during the provision of Services under this Agreement or during any phase of work performed by others based on data furnished by CONSULTANT under this Agreement, CONSULTANT shall confer with CITY for the purpose of interpreting the information furnished and/or correcting any errors and/or omissions made by CONSULTANT. CONSULTANT shall correct its errors and/or omissions without added compensation even though final payment may have been received therefor.

10.3. CONSULTANT shall be and remain liable, in accordance with applicable law, and shall indemnify, hold harmless, and defend CITY for all damages to CITY caused by CONSULTANT's breach of contract or its negligent performance of any Services under this Agreement. CONSULTANT shall not be responsible, however, for any time delays in the Project caused by circumstances beyond CONSULTANT's control.

ARTICLE 11: Nonwaiver:

Failure by either party to insist upon strict performance of any of the provisions hereof, either party's failure or delay in exercising any rights or remedies provided herein, CITY's payment for the Services or any part or combination thereof, or any purported oral modification or rescission of this Agreement by an employee or agent of either party shall not release either party from its obligations under this Agreement, shall not be deemed a waiver of any rights of either party to insist upon strict performance hereof or of either party's rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.

ARTICLE 12: Ownership of Documents and Equipment:

CONSULTANT agrees that upon completion of the Services, all drawings, designs, specifications, renderings, notebooks, tracings, photographs, negatives, reports, findings, recommendations, software, source codes, data, and memoranda of every description arising out of or relating to the Services are to become the property of CITY, as well as all reference books, equipment, expendable equipment, and materials purchased with Project funds. The use of these materials in any manner by CITY shall not support any claim by CONSULTANT for additional compensation. CONSULTANT shall have no liability to CITY for damages, claims, and losses, including defense costs, arising out of any use of the aforementioned documents for any purpose other than as set forth in this Agreement without the written authorization of CONSULTANT.

ARTICLE 13: Compliance with State and Other Laws/Licenses and Certifications:

In the provision of the Services, CONSULTANT must comply with any and all applicable federal, state, and local laws, rules, regulations, and ordinances as the same exist and may be amended from time to time. Such laws, rules, regulations, and ordinances must also include, but are not limited to, obtaining and maintaining all licenses and certifications that are required to perform the Services contemplated in this Agreement in the City of Kalamazoo. If any of the obligations of this Agreement are to be performed by a subcontractor, the provisions of this section shall be incorporated into and become a part of the subcontract.

ARTICLE 14: Non-Discrimination Provisions:

14.1 CONSULTANT represents that it has adopted and will maintain a policy of non-discrimination against employees or applicants for employment on account of race, religion, sex (including sexual orientation and gender identity), color, national origin, age, or handicap in all areas of employment relations throughout the term of this Agreement. CONSULTANT agrees that on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms, and other pertinent data and records by the Executive Director of the Community Relations Commission or successor agency or commission for the purpose of investigation to ascertain compliance with the non-discrimination provisions of this Agreement; provided however, that CONSULTANT shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the Effective Date.

14.2 CONSULTANT represents that it does not unfairly deny employment to individuals with arrest and conviction records and shall complete and provide the CITY a completed Ex-Offender Policy Checklist (**Exhibit B**).

14.3 CONSULTANT agrees that if any of the Services to be provided pursuant to this Agreement are to be performed by a subcontractor, the provisions of this Article 14 shall be incorporated into and become a part of the subcontract.

ARTICLE 15: Equal Employment Opportunity.

The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the provisions of the Equal Opportunity for Individuals with Disabilities Act in 42 U.S.C. Section 12112, the Listing of Employment Openings for Veterans Clause in Title 41, Part 50-260.2 of the Code of Federal Regulations, and the Disabled Veterans and Veterans of the Vietnam Era Clause in Title 41, Part 60-250.5 of the Code of Federal Regulations are incorporated herein by reference if and to the extent applicable. If CONSULTANT is exempt from any of the above-cited terms, written evidence of such exempt status must be provided to CITY.

ARTICLE 16: Contingent Fees Prohibited:

CONSULTANT warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of these provisions, CITY shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

ARTICLE 17: Independent Contractor:

In the performance of this Agreement, CONSULTANT shall be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture, or associate of CITY. CONSULTANT shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized in the full performance of this Agreement.

ARTICLE 18: Retention of Records/Audit:

18.1 CONSULTANT must establish and maintain books, records, papers, contracts, subcontracts, financial records, supporting documents, statistical records, and all other documents, in whatsoever form or format, including but not limited to electronic storage media, (for purposes of this Article 18, the “Records”) sufficient to reflect all receipt and expenditures of funds provided by CITY under this Agreement.

18.2 CONSULTANT must retain all Records for a period of three (3) years after completion of the Project. If an audit has been initiated and audit findings have not been resolved at the end of six years, the Records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement, at no additional cost to CITY. The Records shall be retained for longer periods when the retention period exceeds the time frames required by law or ordinance.

18.3 Upon demand, at no additional cost to CITY, CONSULTANT must facilitate the duplication and transfer of any Records during the required retention period in Section 18.2 hereof.

18.4 CONSULTANT must provide the Records at all reasonable times for inspection, review, copying, or audit by CITY.

18.5 At all reasonable times for as long as the Records are maintained, CONSULTANT must allow persons duly authorized by CITY to have full access to and the right to examine any of the Records, regardless of the form in which kept.

18.6 CONSULTANT, at its sole and exclusive cost and expense, must provide audits or reports as requested by CITY and must insure that all related party transactions are disclosed to the auditor.

18.7 CONSULTANT must comply and cooperate immediately with any inspections, reviews, and investigations deemed necessary by CITY.

18.8 CONSULTANT must permit CITY to interview any employees, subcontractors, and subcontractor employees of CONSULTANT to assure CITY of the satisfactory

performance of the terms and conditions of this Agreement. Following such review, if performance of CONSULTANT is in the opinion of CITY deficient, CITY will deliver to CONSULTANT a written report of the deficiencies and request for development by CONSULTANT of a corrective action plan. CONSULTANT hereby agrees to prepare and submit to CITY said corrective plan within ten (10) days of receiving CITY's written report. Thereafter, CONSULTANT must correct all deficiencies in the corrective action plan within ten (10) days of CITY's receipt of the corrective action plan.

18.9 To the extent that CONSULTANT uses subcontractors in the performance of the Services under this Agreement or assigns this Agreement with prior CITY consent, CONSULTANT must include the aforementioned audit, inspections, investigations, and record keeping requirements in all subcontracts and assignments.

ARTICLE 19: Governing State Law/Venue/Severability:

The rights, obligations, and remedies of the parties as specified under this Agreement shall be interpreted and governed in all aspects by the laws of the State of Michigan. Should any provision of this Agreement be determined by the courts to be illegal or in conflict with any law of the State of Michigan, the validity of the remaining provisions shall not be impaired. Venue for litigation of this Agreement shall be in courts of competent jurisdiction located in Kalamazoo County, Michigan or the United States District Court for the Western District of Michigan.

ARTICLE 20: Article Headings:

Article headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

ARTICLE 21: Construction:

Both parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party which physically prepared this Agreement.

ARTICLE 22: Successors and Assigns/Personal Liability:

CITY and CONSULTANT each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this

Agreement, and any assignment or transfer by CONSULTANT of its interests in this Agreement without the prior written consent of CITY shall be void in the sole discretion of CITY. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee, or agent of CITY.

ARTICLE 23: Notice:

All notices under this Agreement shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

23.1 As to CITY:

Jeffrey Hadley, Chief
Kalamazoo Department of Public Safety
150 East Crosstown Parkway
Kalamazoo, MI 49001

23.2 As to CONSULTANT:

Vasilyeva, Marina
Associate Director of Award Pre-Proposal Support (Acting)
Department: Office of the President
Address: Research Foundation of The City University of New York
230 West 41st St., 7th Floor, New York, NY 10036
Marina_Vasilyeva@rfcuny.org
Phone: 212-417-8450 | Fax: 6450

ARTICLE 24: CONSULTANT Defined:

As used herein, the term “CONSULTANT” shall include but not be limited to Research Foundation of the City University of New York, its officers, employees, agents, subconsultants, and other persons, firms, partnerships, corporations, or entities working for it or on its behalf.

ARTICLE 25: Entire Agreement/Amendments:

25.1 This Agreement constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by CONSULTANT hereunder. No statement, representation, writing, understanding, agreement, course of action, or course of conduct made by either party or any representative of either party which is not expressed herein shall be binding.

25.2 All changes to, additions to, modifications of, or amendments to this Agreement or any of the terms, provisions, and conditions hereof shall be binding only when in writing and signed by the authorized officer, agent, or representative of each of the parties hereto.

ARTICLE 26: Prompt Payment:

26.1 *Generally.* When CONSULTANT receives payment from CITY for labor, services, or materials furnished by subcontractors and suppliers hired by CONSULTANT, CONSULTANT shall remit payment due (less proper retainage) to those subcontractors and suppliers within fifteen (15) calendar days after CONSULTANT's receipt of payment from CITY. Nothing herein shall prohibit CONSULTANT from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such dispute, CONSULTANT may dispute the disputed portion of any such payment only after CONSULTANT has provided notice to CITY and to the subcontractor and supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and, (iv) be delivered to CITY and said subcontractor or supplier within ten (10) calendar days after CONSULTANT's receipt of payment from CITY. CONSULTANT shall pay all undisputed amounts due within the time limits imposed by this section.

26.2 *Third Party Liability.* The Prompt Payment requirements hereunder shall in no way create any contractual relationship or obligation between CITY and any subcontractor, supplier, or any third party, or create any CITY liability for CONSULTANT's failure to make timely payments hereunder. However, CONSULTANT's failure to comply with the Prompt Payment requirements shall constitute a material breach of CONSULTANT's contractual obligations to CITY.

ARTICLE 27: Incorporation by Reference:

The "Whereas" recitals at the beginning of this Agreement are true and correct and are incorporated herein by this reference. Similarly, all exhibits and other attachments to this Agreement that are referenced in this Agreement are incorporated herein by this reference.

ARTICLE 28: Order of Precedence:

In the event of any conflict between or among the provisions of this Agreement and those of any exhibit attached hereto or of any amendment, the priority, in decreasing order of precedence shall be: 1) a fully executed amendment to the Agreement; 2) provisions in this Agreement; and, 3) exhibits to this Agreement.

ARTICLE 29: Counterparts

This Agreement and all amendments hereto may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties execute this Agreement on _____, 2016.

WITNESS:

CITY OF KALAMAZOO

By: _____
Signature

James K. Ritsema
City Manager

Typed/Printed Name

Form Approved:

Clyde J. Robinson
City Attorney

WITNESS:

**RESEARCH FOUNDATION OF THE
CITY UNIVERSITY OF NEW YORK**

By: _____
Signature

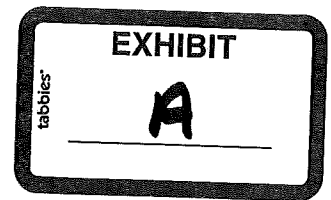
By: _____
Signature

Typed/Printed Name

Typed/Printed Name

Title

G:\Gov't Operations\JMCain\JSO\Agreements\ResearchFound.CUNY.ViolCrimeReduc.022516.rtf



REDUCING SERIOUS VIOLENCE IN KALAMAZOO, MI Proposal

David Kennedy
Director, Center for Crime Prevention and Control
National Network for Safe Communities
John Jay College of Criminal Justice
555 West 57th Street, Suite 1140
New York, NY 10019

About the National Network for Safe Communities

The National Network for Safe Communities, a project of John Jay College of Criminal Justice, was launched in 2009 under the direction of David M. Kennedy and John Jay College President Jeremy Travis. The National Network supports cities implementing proven strategic interventions to reduce violence and improve public safety, minimize arrest and incarceration, strengthen communities, and improve relationships between law enforcement and the communities it serves.

The National Network is committed to building a community of practice that operates along a set of guiding principles.

- First do no harm
- Strengthen communities' capacity to prevent violence
- Enhance legitimacy
- Offer help to those who want it
- Get deterrence right
- Use enforcement strategically

The interventions based on these principles have been successfully implemented in cities across the country. The Group Violence Intervention, first developed as "Operation Ceasefire" in Boston, MA, has been successfully applied in cities as diverse as Chicago, IL, Cincinnati, OH, and Stockton, CA. The intervention for eliminating neighborhood overt drug markets, first developed in High Point, NC, has been successfully applied in cities as diverse as Providence, RI, Hempstead, NY, and Nashville, TN.

In addition to providing technical advising to jurisdictions implementing these strategic interventions, the National Network facilitates peer support and collaborative learning opportunities to help cities learn from one another; address common issues; provide a supportive community of practice for new jurisdictions; and make these interventions standard practice across the United States.

Executive Summary

The National Network's strategies dramatically reduce violence in communities while avoiding the collateral consequences of traditional law enforcement practices. This proposal describes an empirically proven approach designed to produce rapid, significant, and sustainable reductions in serious violence in Kalamazoo. Under the direction of David Kennedy, the National Network will serve as the primary technical advisor to Kalamazoo's implementation of the Group Violence Intervention (GVI) in areas of the city suffering from high rates of serious violent crime. The National Network will guide the intervention through regular site visits, distance support, cooperative peer learning opportunities, and collaborative problem solving.

This proposal addresses the following core areas:

- Implementing the Group Violence Intervention
- Kalamazoo GVI Design and Advising
- Kalamazoo GVI Project Structure
- Key Working Partners
- Implementation Activities
- Budget Narrative

The National Network Approach: An Effective Response to Violence

Over 15 years of research has shown that violence and community disorder in troubled neighborhoods are caused predominantly by a remarkably small and active number of people locked in the group dynamics of gangs and drug crews. The National Network's Group Violence Intervention (GVI) has repeatedly shown that cities can dramatically reduce violence when community members and law enforcement join together to directly engage with these groups and clearly communicate 1) a credible moral message against violence, 2) a credible law enforcement message about the consequences of further violence, and 3) a genuine offer of help for those who want it. To do this, the city must assemble a partnership of law enforcement, social service providers, and community actors (parents, ministers, gang outreach workers, neighborhood associations, ex-offenders and others) to engage in a sustained relationship with violent groups. The key moment in the strategy is a "call-in," a face-to-face meeting between group members and the partnership, repeated at intervals as necessary. The partners deliver key messages to group members: that the violence is wrong and has to stop; that the community needs them alive, out of prison and with their loved ones; that help is available to all who will take it; and that violence will be met with clear, predictable and certain consequences.

A central operational shift is that law enforcement puts the gangs on prior notice that law enforcement will meet violence with a specific and swift response directed at the group as a whole rather than at individuals. Individual violent offenders receive the same enforcement attention as they had previously. However, other group members get new attention from police and prosecutors for any crimes committed, outstanding warrants, probation and parole violations, and open cases. The intervention combines this enforcement message with a powerful moral message against violence from community members whom the group members respect, and a reorganized, streamlined social service structure tailored especially for group members who want to change. The explicit aim is to create collective accountability to reduce informal peer dynamics in the group that promote violence, make community standards against violence clear and offer genuine help for those who will take it.

GVI has been endorsed by the United States federal government through its Project Safe Neighborhoods (PSN) program¹, by American law enforcement groups², and by national advocacy groups³. When properly implemented, cities routinely see rapid reductions in serious violence on the order of two-thirds for group-related homicide. This result is typically accompanied by low levels of actual enforcement and enthusiastic support of affected communities.

Kalamazoo Group Violence Intervention Design and Advising

GVI requires that people from disparate backgrounds, often with competing priorities, work together in unusual ways and focus on a single goal: reducing serious violence in their community. Real working partnership among these stakeholders is both the strategy's most important element and its greatest challenge. The National Network's vast experience with this approach has shown that successful implementation requires consistent support from expert technical advisors seasoned in guiding implementation. The most effective implementation efforts combine ongoing support from a seasoned support team, peer support and consultation, and focus and attention to particular areas of operational significance from national and international experts, all connected to similar efforts in other jurisdictions.

The National Network is well-positioned to provide this support. Over 15 years of implementing and advising this work, we have built a community of practice with deep expertise in each of the components of the strategy and the innovations emerging to support it. The National Network regularly deploys this community through peer site visits, distance learning, and collaborative workshops to ensure effective implementation, advancement, and sustainability of the strategy within the jurisdictions we advise. We convene experts from active jurisdictions to share knowledge around core operational issues of implementation, such as strategic law enforcement, police legitimacy, support and outreach to active offenders, governance and institutionalization, and other areas. Members of the National Network assist one another with the concrete work in the jurisdictions, develop and share innovations, and work together on a shared agenda.

The development of international criminal law and its associated tribunal jurisdiction has generated new issues and provided a further stimulus to the "globalization" of GVI and its related subject areas, such as building police legitimacy and strengthening relationships between police and distressed communities⁴. As part of the National Network's efforts to expand the violence reduction and community-building benefits of GVI internationally, the City of Kalamazoo will become a member of the National Network under this proposal. To ensure effective implementation, Kalamazoo will implement the National Network's GVI approach and participate in coordinated collective problem solving, regular working sessions, and limited peer

¹ See, for example, http://www.ojp.usdoj.gov/BJA/pdf/Offender_Notification_Meetings.pdf.

² <http://www.fightcrime.org/wp-content/uploads/sites/default/files/reports/nygangreport.pdf>

³ http://www.chiildrensdefense.org/site/DocServer/gunrpt_revised06.pdf?docID=1761

⁴ <http://www.ucl.ac.uk/scs/downloads/research-reports/gangs-and-guns-report>

exchanges with subject matter experts to expand and enhance Kalamazoo's violence reduction work.

Kalamazoo Group Violence Intervention Project Structure

The National Network proposes to work with Kalamazoo's local leadership to implement GVI over the course of one year. If the strategy is implemented with fidelity to its core principles, Kalamazoo can expect to see the following at the end of the proposal period: 1) reduction in the targeted crime areas, 2) improvement in interagency law enforcement partnerships, 3) strengthened relationships between law enforcement and community, and 4) increased knowledge and expertise in this work that would allow the city's partnership to consider addressing other serious crime areas using the approach.

The following section briefly describes the technical support structure and associated costs for a 24-month launch. The National Network recommends the following necessary elements to effectively design and implement the GVI in the City of Kalamazoo.

Key Working Partners

The core work of GVI implementation is to assess the gang and violence dynamics in Kalamazoo, craft an appropriate operational strategy, and begin implementation. The following are the key partners whose commitment is required to ensure effective implementation:

- **The Kalamazoo executive governance board.** Long experience with this work has shown that implementation and sustainability benefits when a city selects key individuals responsible for making decisions. This measure helps the effort stay on track, ensure fidelity to core implementation principles, and provide accountable parties to steer the operation when challenges arise.
- **Kalamazoo-based project manager.** A local project manager responsible for coordinating and managing the implementation is essential to the effectiveness of GVI. The project manager must be able to operate effectively within law enforcement, social service, and community circles. The position would need to be fully supported by local funds over the course of the project. The project manager will work directly with the National Network technical assistance team and become an independent subject matter expert able to assist Kalamazoo in any future expansion of the approach to other areas.
- **National Network strategic advising/implementation team.** Under the Direction of David Kennedy, the National Network will serve as primary technical advisors to the Kalamazoo project manager and working group and deliver a comprehensive implementation curriculum as outlined below. This team will also include support from NNSC staff with deep experience in overseeing the intervention. This staff will provide onsite guidance to help monitor, assess, and advise the project managers and oversee the activities throughout implementation of GVI.

Implementation Activities

The Kalamazoo Department of Public Safety, Community Outreach and Problem Solving Division (COPS) has worked to integrate elements of the GVI strategy and principles into their work. The implementation activities outline in this proposal would build on and enhance the existing work of the COPS Division.

To launch implementation in Kalamazoo the National Network will be onsite to introduce key political, community and agency leadership to the approach; provide intensive advising to structure and adapt the strategy to the Kalamazoo street scene; offer support throughout initial implementation; and “build out” the basic strategy to include recent innovations and current best practices. This process will include the following activities:

- 1. Conduct a comprehensive problem analysis.** The National Network technical assistance team will conduct both qualitative and quantitative analysis of criminal violence dynamics in Kalamazoo. This will include direct research with frontline law enforcement personnel to complete 1) a group audit of all active violent street groups and 2) an incident review of several years’ worth of violent incidents. Problem analysis examines the role of specific factions of groups and/or gangs, crews, as well as individuals, in that violence. Lastly, staff will create geographic depictions of the violence overlaid with identified gang territory. The purpose of the problem analysis is to develop a clear understanding of Kalamazoo’s violence problem and to begin working with law enforcement to build its capacity to prevent violence and employ the GVI framework. The National Network will also work with Kalamazoo Public Safety to assess how their current weekly Crime Reduction Meetings and the intelligence gathering at these meetings inform the problem analysis and the launch of the intervention.
- 2. Develop site-specific interventions.** Based on the results of the problem analysis, the National Network will develop an implementation plan. This plan will outline a curriculum, trainings and a set of activities to be implemented.
- 3. Develop a Working Group:** The specifics of this initiative will be most effectively addressed in detail as part of a Working Group process of designing a Kalamazoo-specific intervention. To move forward, it will also be necessary to ensure the concrete commitment of the local police department, sheriff’s office, prosecutor, probation and parole services, and the Mayor’s Office. Social Services representatives will be added to this group as part of strategy development. All parties must agree to a Working Group process in which they, supported by the National Network, adapt the GVI strategy to Kalamazoo and manage its implementation. Implementation necessarily depends on the local operational partners; however, under the right circumstances implementation should be well under way with the first six months.
- 4. Build Support and Outreach structure.** During this initiative, the commitment of local social service community is essential. The National Network will work with the partnership to develop the GVI Support and Outreach structure to include the following characteristics; staying alive and out of prison, affirmative outreach, protection from risk, addressing trauma, providing “big small stuff” and other traditional services.

5. **Develop knowledge base of project managers and Working Group.** During the first twelve months of implementation, the National Network will conduct weekly technical assistance calls with a set curriculum to develop the project managers' knowledge of the theory and application of GVI. From twelve to 24 months, the National Network will conduct technical assistance calls to solve problems and continuing challenges.

6. **Provide peer support and collaborative learning opportunities.** The experience of the National Network team indicates that practitioners are more likely to embrace innovation when they learn about it from their peers. As such, we will promote and conduct both the virtual and in-person convening of Kalamazoo and other site teams to promote peer learning, deliver cross-site trainings, and encourage site progress. The National Network will support Kalamazoo in participating in the following collaborative learning methods:

- **Peer exchanges:** The National Network will support a number of "lateral" peer exchanges between Kalamazoo and other National Network sites. These peer exchanges expose sites to different methods, encourage innovations, and help build a national pool of experts in GVI and complementary strategies and investments.
- **Working sessions:** The National Network convenes regular conferences of experienced peers and expert advisors to focus on innovative practice within the three core elements of the strategy. These conferences have included topics such as developing strategic law enforcements methods, mobilizing community moral voices, and special tailoring social services for those at highest risk of violence.
- **Subject matter experts:** The National Network has access to numerous subject matter experts, including law enforcement officers, service providers, and community leaders who have deep firsthand experience in implementing GVI and troubleshooting challenges. The National Network will deploy these expert advisers as necessary to work with Kalamazoo staff on discrete topics such as implementing custom notifications, building police legitimacy, developing an effective support and outreach structure.

For example, during the period of the proposal Kalamazoo may expect the National Network to facilitate their leadership visiting seasoned GVI sites to observe a call-in, workshop methods for delivering custom notifications, or to witness the process of an enforcement action. The National Network may facilitate a visit from an expert adviser to develop strategies for collaboration between police and members of the target community. Kalamazoo may be invited to a working session to share its partnership's experience with enhancing the community moral voice.

7. **Provide the comprehensive review of GVI related prosecutions.** The National Network will work directly with the Kalamazoo County Prosecutor to effectively track, monitor and assess GVI related prosecutions. Additionally, the National Network staff will provide support, specific strategy and current best practices related to the prosecution of GVI cases.

8. **Conduct regular site visits to Kalamazoo.** The National Network will provide onsite support on a regular basis to assess implementation progress, meet with stakeholders, and guide partners through implementation challenges on the ground.

Summary of Technical Assistance Project Deliverables

Under the National Network partnership with Kalamazoo, an experienced team of National Network staff will work directly with local stakeholders to achieve the goals outlined in this proposal. The National Network requests a fee of **\$316,753.75** to provide the scope of services. The price will secure the National Network's service for a period of 24 months, to begin on April 1, 2016 to March 31, 2018.

For the Kalamazoo launch, an experience team of National Network staff will work directly with local stakeholders to design and implement the intervention over the course of two years. The National Network technical assistance team will include the following personnel and work tasks:

- **Technical Assistance.** National Network staff, under the direction of David Kennedy, will work directly with Kalamazoo officials and community leaders through onsite and distance technical assistance to introduce the violence reduction strategy, assemble an effective working group, and design and implement the strategy.

This will include the following tasks:

- Introducing the framework to local leaders;
- Facilitating trainings and workshops to launch the strategy and thereafter, as needed;
- Providing operational guidance to the Kalamazoo team on theory and direct expert advice on strategy design and launch;
- Assisting with performance management and infrastructure;
- Addressing particular violence dynamics; community organizing and engagement;
- Convening conferences and peer exchange trips for the Kalamazoo team;
- Encouraging enhancements to the standard model;
- Assisting with media relations, local policy implications and other areas; and
- Providing administrative and logistical support including correspondence, record keeping, travel arrangements, meeting logistics, communications.

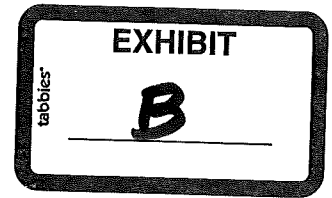
A total of \$213,483 has been budgeted for National Network staff salary to support the implementation. These costs include a total of \$5,000 for David Kennedy's effort billed out a course release time. This also includes all fringe benefits for National Network staff.

- **Quantitative and qualitative analysis of street violence dynamics:** The National Network research team will perform a comprehensive quantitative and qualitative analysis of serious violence dynamics in Kalamazoo. This will include a group audit and a violent incident review. The group audit will use social network analysis to document all known relationships among violent group in Kalamazoo. The violent incident review will include an analysis of recent violence to determine the specific nature of Kalamazoo's violence problem and the role of groups, as well as individuals, in the violence. Lastly, National Network staff will create geographic depictions of the violence overlaid with identified group territory.
- **On-Site Technical Assistance Travel:** National Network staff expects to travel to Kalamazoo approximately eight times during the course of the contract in order to provide onsite support and advising. Funds are included for approximately eight person trips at \$1,100 each to support travel to Kalamazoo for David Kennedy, Deputy Director Amy Crawford, and other National Network subject matter experts over the 24 month effort, for a total of \$17,600.
- **Peer exchange and subject matter expert travel:** National Network staff will facilitate limited specialist exchanges between Kalamazoo and other National Network sites, focused on design and launch, to support this effort. This has proven invaluable in spreading good practice and local innovations between cities and providing cities access to special training and techniques based on their needs. Funds are included for eight person trips for this purpose, for a total of \$17,600.
- **National Network Working Sessions Specialized workshops:** As implementation proceeds, National Network staff will convene functional teams across partner sites with experienced peers and specialist advisors to focus on the three core elements in the strategy: deploying strategic law enforcement, mobilizing community moral voices, and specially tailoring social services for those at highest risk of violence. Funds are included for six person trips for this purpose, for a total of \$13,200.
- **Operational Supplies:** A total of \$750.00 per year has been set aside to cover all generic office expenses including paper, mailing, copying, ink, software, hardware and miscellaneous office needs to support the overall administration of the cooperative agreement. This also may include purchase of computers, laptops, and other computer related supplies. Funds will cover the costs associated with the printing and reproduction to support specialized workshops and training, web-based cooperative learning opportunities to promote peer learning, deliver cross-site trainings, and encourage site progress. It is estimated that a total of \$1,500 is needed for various operation supplies.

- **Indirect Costs.** As per the requirements of the Research Foundation of CUNY, the fiscal entity for National Network for Safe Communities, Center for Crime Prevention and Control at John Jay College of Criminal Justice, the project funds must include the federally approved off-campus indirect costs of 25% of total personnel cost to cover grant and contract administration, fiscal management and other overhead costs. Indirect costs total \$58,483

Total Funding Request: \$316,753.00

REDUCING VIOLENCE IN KALAMAZOO, MICHIGAN			
Research Foundation of CUNY on behalf of John Jay College of Criminal Justice, National Network for Safe Communities			
National Network PERSONNEL	Year 1	Year 2	Total
David Kennedy (one summer course release time \$5,000 per course)	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00
National Network Operational Staff (core operational and support staff for the National Network, provides research and technical assistance, consultant and peer support coordination and contracting, etc.)	\$ 80,000.00	\$ 65,000.00	\$ 145,000.00
Personal Salary Sub-Total:	\$ 85,000.00	\$ 70,000.00	\$ 155,000.00
<u>Fringe Benefits</u>			
• 28.9% Summer Salary Release Time	\$ 1,445.00	\$ 1,445.00	\$ 2,890.00
• 38.34% of Full-Time Salaries	\$ 30,672.00	\$ 24,921.00	\$ 55,593.00
Personal Fringe Sub-Total:	\$ 32,117.00	\$ 26,366.00	\$ 58,483.00
PERSONNEL TOTAL	\$ 117,117.00	\$ 96,366.00	\$ 213,483.00
<u>Cooperative Problem Solving and Peer Learning</u>			
Travel to Kalamazoo representatives to participate in National Network Working Sessions 6 person trips; \$1,100/participant per year)	\$ 6,600.00	\$ 6,600.00	\$ 13,200.00
Travel for Kalamazoo representatives to participate in National Network Peer Exchange (8 person trips; \$1,100/participant per year)	\$ 8,800.00	\$ 8,800.00	\$ 17,600.00
Travel for NNSC Operational Staff (8 person trips at \$1,100/person per year)	\$ 8,800.00	\$ 8,800.00	\$ 17,600.00
TRAVEL TOTAL	\$ 24,200.00	\$ 24,200.00	\$ 48,400.00
<u>Other Than Personal Services</u>			
Operational Supplies (includes laptops, computer related supplies, pens, etc.)	\$ 750.00	\$ 750.00	\$ 1,500.00
OTPS TOTAL	\$ 750.00	\$ 750.00	\$ 1,500.00
National Network SUBTOTAL	\$ 142,067.00	\$ 121,316.00	\$ 263,383.00
INDIRECT (off-campus rate of 25% of total personnel costs)	\$ 29,279.25	\$ 24,091.50	\$ 53,370.75
TOTAL COST	\$ 171,346.25	\$ 145,407.50	\$ 316,753.75



CITY OF KALAMAZOO EX-OFFENDER POLICY CHECKLIST

As part of the City's commitment to reducing unacceptable poverty, encouraging rehabilitation, reducing recidivism and strengthening families in Kalamazoo, the City has updated its Purchasing Policy to ensure that firms with whom the City does business share in this commitment by utilizing hiring practices that do not unfairly deny people with arrest and conviction records gainful employment. *(Important: This requirement also extends to any subcontractors the bidder intends to use to fulfill the contract for goods or services being sought from the City.)*

Part I: Proof that the bidder does inquire about an individual's past arrest or criminal history on the bidders employment application form

- ☐ Attach a copy of the current application for employment being used by the bidder

Part II: Certification that the bidder does not use an individual's past arrest or criminal history to unlawfully discriminate against them by checking *one or more* of the following:

- ☐ That pursuant to federal or state law bidder is precluded from hiring persons with certain criminal records from holding particular positions or engaging in certain occupations by providing a cite to the applicable statute or regulation; if checking this box, provide a citation to the applicable statute or rule upon which the bidder is relying: _____
- ☐ That bidder conducts criminal history background checks only as necessary, and only after making a conditional offer of employment; that any withdrawal of an offer of employment to an individual because of a past criminal history is job-related and consistent with business necessity after the individual has been provided an individualized assessment opportunity to review and challenge or supplement the history of past criminal conduct being relied upon by the bidder;
- ☐ That the use by bidder of criminal history background checks complies with the U.S. Equal Employment Opportunity Commission's Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions and that the bidder has not had a determination rendered against it in past 7 years that it discriminated against a person through the use of an individual's arrest or criminal history

I CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE.

Date

Signature

Printed Name

Position



Commission Agenda Report

City of Kalamazoo

TO: Mayor Hopewell, Vice Mayor Cooney, and City Commissioners

FROM: James K. Ritsema, ICMA-CM, City Manager

REVIEWED BY: Jeffrey Hadley, Public Safety Chief

PREPARED BY: Ryan Tibbets, Assistant Chief – Fire Administration/Finance

DATE: 7/11/2016

SUBJECT: 2016-2017 Kalamazoo Public Schools - School Resource Officer Services

RECOMMENDATION

It is recommended that the City Commission authorize the Kalamazoo Department of Public Safety (KDPS) to provide School Resource Officer Services for Kalamazoo Public Schools (KPS) for the 2016-2017 school year and authorize the City Manager to sign the Memorandum of Agreement.

BACKGROUND

For over a decade KDPS has had a partnership with KPS to provide public safety services at Loy Norrix High School through the assigned School Resource Officer (SRO). The focus of the SRO is prevention, education, and problem solving via community based relationships.

The role of the SRO at Loy Norrix is to:

- Investigate criminal activity, enforce state statutes, city ordinances and make proper referrals within the juvenile system.
- Mentor students and help reduce juvenile delinquency.
- Monitor crime statistics and share information with school administration to design crime prevention strategies.
- Help Campus Safety Officers and school administrators with emergency crisis planning and building security issues.
- Assist teachers and staff with classroom presentations as needed.
- Maintain visibility and attend school functions as necessary.
- Be a positive role model for the students and endorse the profession of law enforcement officers.

COMMUNITY RESOURCES CONSULTED

None

FISCAL IMPACT

Under the proposed contract, KPS will reimburse the City of Kalamazoo \$69,000 for the 2016-2017 school year.

The salary/benefit package for the officer filling this position is equivalent to the funding provided by KPS for the school year. The funding for the remaining portion of the year is accounted for in the Public Safety general fund budget.

ALTERNATIVES

No alternatives are recommended by staff.

ATTACHMENTS:

	Type	Description
▣	Memorandum of Understanding	2016-2017 SRO MOU

**MEMORANDUM OF AGREEMENT
BETWEEN
LOY NORRIX HIGH SCHOOL
AND
KALAMAZOO DEPARTMENT OF PUBLIC SAFETY
FOR
SCHOOL RESOURCE OFFICER**

This Memorandum of Agreement (MOA) is entered into by the City of Kalamazoo Department of Public Safety (herein referred to as KDPS) and Loy Norrix High School (herein referred to as LNHS).

KDPS and the LNHS agree to the following terms:

I. PURPOSE

The purpose of this MOA is to provide School Resource Officer services in exchange for the payment of \$69,000 from LNHS to KDPS for the 2016-2017 school year.

II. SCOPE OF SERVICES

A. Activities

The School Resource Officer is to provide Public Safety services to Loy Norrix High School through prevention, education, and problem solving via community based relationships. Activities include, but are not limited too:

- Supply law enforcement services for the school, school grounds and areas in close proximity to the school.
- Investigate criminal activity, enforce state statutes, city ordinances and make proper referrals within the juvenile system.
- Mentor students and help reduce juvenile delinquency.
- Monitor crime statistics and share information with school administration to design crime prevention strategies.
- Help Campus Safety Officers and school administrators with emergency crisis planning and building security issues.
- Assist teachers and staff with classroom presentations as needed.
- Maintain visibility and attend school functions as necessary.
- Be a positive role model for the students and endorse the profession of law enforcement officers.
- Have exceptional communication skills with parents and administration and complete tasks in a timely manner.
- SRO should not be used as a substitute teacher.
- SRO may take any enforcement they deem necessary during investigations including making arrests, issuing citations, submitting cases, etc.

III. EFFECTIVE DATE AND TIME OF PERFORMANCE

Services of the School Resource Officer shall start on the 7th day of September 2016 and will end on the 15th day of June 2017.

- SRO will generally work 42 hours a week on a five day schedule.
- SRO may flex their hours to accommodate school events, or other Public Safety matters.
- Public Safety will choose the SRO based on KDPS policies and any collective bargaining agreements with the KPSOA
- Public Safety may pull the SRO at anytime to assist with any emergency or public safety matter.

IV. BUDGET AND PAYMENT

A. Budget

It is expressly agreed and understood that the total amount to be paid to KDPS under this Agreement shall be \$69,000. In the event this agreement is terminated LNHS shall pay to KDPS a prorata portion of the \$69,000, calculated by dividing the number of school days that have elapsed prior to the termination into the total number of school days.

B. Payments

KDPS will invoice LNHS in January and June in the amount of \$34,500 for services rendered.

V. LIAISON

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

KDPS

Assistant Chief Ryan Tibbets
Kalamazoo Department of Public Safety
150 E. Crosstown Parkway, Suite A
Kalamazoo, MI 49001
269-337-8243
tibbetsr@kalamazoocity.org

Subrecipient

Johnny Edwards, Jr., Principal
Loy Norrix High School
606 E. Kilgore Road
Kalamazoo, MI 49007
269-337-0200
edwardsjf@kalamazoo.k12.mi.us

XII. MODIFICATION OF MOA

Upon mutual agreement, KDPS and LNHS may modify the terms of the MOA only by written amendment for the duration of the term of the Agreement.

XIII. TERMINATION OF MOA

Either party can terminate agreement upon giving 30 days written notice.

XIV. INDEMNIFICATION

To the extent permitted by law, KDPS agrees to indemnify and hold harmless KPS, its employees and agents from any loss, damage, or liability that KPS, its employees and agents may suffer during the performance of or as a result of any negligent action of KDPS.

XV. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIV. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XVII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between KDPS and LNHS for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between KDPS and LNHS with respect to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

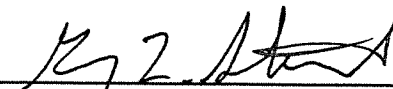
KALAMAZOO DEPT OF PUBLIC SAFETY

Date: _____

By: _____
Name: James Ritsema, City Manager

LOY NORRIX HIGH SCHOOL

Date: 6/30/16

By: 
Name: Gary L. Start, Deputy Superintendent



Commission Agenda Report

City of Kalamazoo

TO: Mayor Hopewell, Vice Mayor Cooney, and City Commissioners

FROM: James K. Ritsema, ICMA-CM, City Manager

REVIEWED BY: Jeffrey Hadley, Public Safety Chief

PREPARED BY: Ryan Tibbets, Assistant Chief – Fire Administration/Finance

DATE: 7/18/2016

SUBJECT: 2016-2017 Public Safety Contract with Comstock Public Schools for the Law Enforcement Education for Employment Program

RECOMMENDATION

It is recommended that the City Commission authorize Public Safety to continue a partnership with Kalamazoo Regional Education Service Agency (KRESA) for the Education for Employment (EFE) Law Enforcement Program for the 2016-2017 school year and to authorize the City Manager to sign the Contract for Independent Contractor Services with Comstock Public Schools to operate the KRESA EFE Law Enforcement Program.

BACKGROUND

Since 1991, area high school students have had the opportunity to enroll in the High School Education for Employment Law Enforcement Program. Beginning in 2006, Public Safety partnered with KRESA to provide instruction for this course. Public Safety engages local high school youth in an educational setting, provides classroom instruction, guidance and mentoring for those interested in public safety as a profession.

In addition to Kalamazoo Public Schools, eight other school districts participate in the KRESA EFE Law Enforcement Program. This partnership helps to prepare students to take advantage of the Kalamazoo Promise and help all participants to develop skills necessary for entrance into institutes of higher education and later into public service. Students benefit from daily interaction with Public safety Officers in a setting that provides training and serves as a foundation for future recruiting initiatives.

If the contract with Comstock Public Schools is approved, the City of Kalamazoo, through Public Safety will operate the EFE Law Enforcement Program for the 2016-2017 school year for both year 1 and year 2 participants utilizing a Public Safety Officer. The EFE Law Enforcement Program will be conducted at the Comstock Education Services Center. Student reporting and record keeping requirements (attendance, progress reports, grades and discipline) will be handled by the EFE Officer.

COMMUNITY RESOURCES CONSULTED

None

FISCAL IMPACT

Under the proposed contract, Comstock Public Schools will reimburse the City of Kalamazoo \$69,500 for officer/instructor support.

The salary/benefit package for the officer filling this position is equivalent to the funding provided by Comstock Public Schools for the school year. The funding for the remaining portion of the year is accounted for in the Public Safety general fund budget.

ALTERNATIVES

No alternatives are recommended by staff.

ATTACHMENTS:

Type	Description
□	Contract 2016-2017 Education for Employment Contract

CONTRACT FOR INDEPENDENT CONTRACTOR SERVICES

WHEREAS, the Comstock Public School District (hereinafter referred to as “CPS”), desires to use the services of the City of Kalamazoo, an Independent Contractor, hereinafter referred to as “IC”, for the performance of certain services for CPS.

WHEREAS, Comstock Public Schools is a public school district with its principal office located at 3010 Gull Road, Kalamazoo MI 49048 and the IC’s principal place of business is located at 241 W. South Street, Kalamazoo, Michigan 49007 and the IC’s social security number or federal EIN is 38-6004627.

THEREFORE, in consideration of and reliance on the following representations, warranties, terms and conditions the parties named above agree as follows:

1. **Representation and Warranty of Independent Business/Qualifications.** IC warrants and represents that IC is engaged in an independent business, is fully qualified and has all required licenses and /or certifications to perform the services described, and has complied and will continue to comply with all federal, state and local laws regarding business permits, licenses, taxes, and all governmental obligations of any nature that may be required to carry on business and services to be performed and regarding the payments received by the IC pursuant to this Contract.

2. **Services to be Performed.** IC shall perform the following services for CPS as described below or in Exhibit A, herein incorporated by reference:
See Exhibit A

3. **Terms of Payment.** CPS shall pay IC, upon receipt of invoice, according to the terms and conditions as described below or in Exhibit A, herein incorporated by reference:
See Exhibit A

4. **Term of Contract.** The term of this Contract shall end on June 30, 2017 or earlier at any time if CPS gives written notice to IC, except that the clauses pertaining to indemnification, insurance, and other obligations of IC shall survive this termination date. If this Contract is terminated earlier than the above-referenced date, CPS shall only be liable to IC for a prorated amount based on services satisfactorily rendered.

5. **Equipment.** IC shall supply all equipment, tools, materials, supplies and all personnel to accomplish the designated services.
See Exhibit A regarding a supply account established for 2016-2017.

6. **Expenses.** CPS shall not reimburse or be liable to IC for any expenses paid or incurred by IC unless otherwise agreed in writing.
See Exhibit A regarding reimbursement for professional development, field trips and/or CTSO activities.

7. **Control.** IC retains the sole and exclusive right to control or direct the manner or means by which the services are to be performed. CPS retains the right to terminate the contract if the services are not performed in conformity with the provisions specified in this Contract. IC fully

CONTRACT FOR INDEPENDENT CONTRACTOR SERVICES

understands and agrees that neither IC, nor any employee or agent of IC, in the performance of services pursuant to this Contract, shall be treated or otherwise considered to be an employee(s) of CPS for taxes, worker's compensation, unemployment compensation or for any other purpose, except as otherwise required by law.

8. **Fringe Benefits.** IC fully understands and agrees that IC is not eligible for and shall not participate in any employee pension, health or other fringe benefit plan of CPS. IC further agrees that the terms of this Contract supersede any other CPS policy, employee handbook provisions, or practices regarding employees.

9. **Taxes.** With respect to payments to IC required by this Contract, CPS shall not withhold or pay payroll, employment, or other taxes of any kind, unless as otherwise required by law. The payroll and employment taxes that are subject to this provision include, but are not limited to, FICA (social security tax), FUTA (federal unemployment tax), federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax. IC fully understands and agrees that IC is solely and fully responsible for, and shall comply with all laws regarding the timely reporting and payment of all income and other taxes and any other governmental liabilities resulting from or in connection with the performance of IC's services hereunder, which responsibility shall not be borne nor shared by CPS in any manner whatsoever.

10. **Insurance.** CPS shall not obtain worker's compensation insurance or any other type of insurance, including but not limited to, professional liability insurance, for IC or IC's employees. IC shall comply with worker's compensation laws and all other applicable laws with respect to IC and IC's employees. CPS has the right to require that IC have general liability, property and/or such other insurance in amounts acceptable to CPS naming the Kalamazoo Regional Educational Service Agency, its Board, officers, and employees as additional insureds.

11. **IC No Authority to Bind CPS.** IC shall not and has no authority to enter into any contract (s), agreement(s), or promises(s) on behalf of CPS.

12. **Indemnification.** To the fullest extent permitted by law, IC shall be liable for, and agrees to defend, fully indemnify, and hold Comstock Public Schools, its Boards of Education, Superintendents, officers, and employees harmless from and against any and all claims, demands, liability and/or actions arising out of, resulting from, or attributable to IC's, IC's employees and/or subcontractors' performance or nonperformance of any services or work covered by this Contract and/or for any breach of contract or warranty.

13. **Non-discrimination.** IC assures its compliance with all applicable non-discrimination laws and implementing regulations including, but not limited to, Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendment of 1972, the Americans with Disabilities Act, the Michigan Elliot-Larson Civil Rights Act, and the Michigan Persons With Disabilities Civil Rights Act.

13. **Amendments.** This Contract may be amended only in writing by the parties' agreement.

CONTRACT FOR INDEPENDENT CONTRACTOR SERVICES

14. **Legal Counsel.** Both parties to this Contract had the opportunity to have this Contract reviewed by legal counsel of their choice. None of the provisions of this Contract shall be construed against a party solely by virtue of the fact that any such provision shall have been drafted by legal counsel representing such party.

15. **Governing Law.** This contract shall be governed by and construed pursuant to the laws of Michigan.

16. **Entire Agreement.** This Agreement and any exhibits attached and incorporated by reference constitute the entire agreement of the parties. No other representations, promises and or agreements, oral or otherwise, except for subsequent properly authorized and executed written amendments, shall be of any force or effect.

Independent Contractor

By: _____
Signature

Date: _____

Print Name and Title: _____

Comstock Public Schools

By: Todd D. Mora
Signature

Date: 7/7/16

Print Name and Title: Todd D. Mora, Supr.

CONTRACT FOR INDEPENDENT CONTRACTOR SERVICES

This Exhibit A to the Contract for Independent Contractor Services describes the **SERVICES TO BE PERFORMED** and the **TERMS OF PAYMENT** between the City of Kalamazoo (hereinafter “the City”), and Comstock Public Schools (hereinafter “EFE”).

WHEREAS, the parties have entered into a partnership in order to enhance educational opportunities for Kalamazoo area youth pursuing careers in the public safety field; and

WHEREAS, the parties have entered into a partnership to provide the Law Enforcement I & II program in the delivery of the EFE Law Enforcement curriculum during the 2016-2017 school year.

I. Law Enforcement I

- A. The City, through its Public Safety Department, will operate the High School EFE Law Enforcement Program for the 2016-2017 school year.
 1. The EFE Law Enforcement Program will meet as a high school class, and will follow the countywide EFE calendar.
 2. Two class sessions will be scheduled daily, Monday through Friday, for a total of 4.0 hours of daily instructional time from 7:30 - 9:30 am and 9:30 – 11:30 am.
 3. The classes shall be held at Kalamazoo Valley Community College’s Texas Township Campus or The Groves Center.
 4. The City will provide a primary instructor and may provide other instructors for the classes as needed. Primary instructor will be required to secure certification to teach high school vocational education. EFE will host and guide this process.
 - a) If the City decides to provide additional instructors for the class in substitution for the primary instructor, the City will need to insure each additional substitute instructor secures certification to teach high school vocational education. EFE will also host and guide this process. The City may choose to use Comstock Public School substitute teachers in emergency situations. The primary instructor will make all arrangements for the substitute through the EFE Program Administrator.
 5. The primary instructor will allow sufficient time to plan for instruction. As a general rule, instructors should budget approximately 5 hours per week for every 20 hours of weekly instruction. Planning time might include such things as curriculum writing, grading, meetings, and/or phone calls with EFE staff/students/parents, paperwork, etc. The contracted cost is inclusive of this planning time.
 6. The curriculum will follow Michigan’s Career and Technical Education (CTE) approved standards and KVCC course offerings, however the City will be free to augment the core curriculum with additions or substitutions as deemed necessary.
 - a) The curriculum will include the instruction of workplace know how skills including resume writing. EFE will provide the primary instructor with instructional resources in this area.
 7. The primary instructor will be required to attend EFE professional development meetings along with maintenance of necessary curriculum information to keep the program aligned with the State’s CTE approved program expectations. Full staff meetings are held generally twice a year.
 8. The primary instructor may opt to attend other professional development closely tied with the curriculum. KRESA EFE may pay for the cost of professional development, if costs are submitted by the primary instructor and approved by EFE in writing prior to incurring any costs or obligations.

CONTRACT FOR INDEPENDENT CONTRACTOR SERVICES

2016-
2017

9. Transportation to the program will be provided by the student or by area schools and will not be the responsibility of the City.
 - a) Arranging for transportation for off-site learning (field trip) activities will be the responsibility of the primary instructor. Primary Instructor will follow all EFE rules and procedures for off-site field trips. KRESA EFE may pay for the cost of the field trips if costs are submitted by the primary instructor and approved by EFE in writing prior to incurring any costs or obligations.
10. Program marketing and student recruitment/selection will be handled jointly by Kalamazoo Public Safety and EFE.
11. The City and EFE will work closely to provide the classroom facility for the EFE program meeting Michigan Department of Education (MDE) requirements. (Including, but not limited to: physical space, environmental safety, code, and health and sanitation requirements.)
12. Primary instructor will be responsible for reporting and record keeping requirements. The primary instructor will handle all classroom management and will be responsible for communicating with parents, counselors, school staff, students and EFE staff as needed to support student achievement.
13. Daily attendance will be reported via the on-line system and in an electronic or hard copy plan book that can be submitted when requested to the EFE office for meeting pupil accounting.
14. Progress reports will be provided when needed to parents, counselors, school staff, students, and EFE staff.
15. Grades will be computed by the primary instructor and reported to the EFE office by deadlines provided.
16. Primary instructor will submit by deadline other necessary paperwork during the school year, including, but not limited to, student surveys, data forms, class lists, and articulation forms.
17. The primary instructor may opt to participate in a Career and Technical Education Student Organization (CTSO) or an equivalent student leadership/competition activity. Primary instructor will follow all EFE rules and procedures for CTSO's. KRESA EFE may pay for the cost of CTSO expenses, if costs are submitted by primary instructor and approved by EFE in writing prior to incurring any costs or obligations.
18. Primary instructor will be responsible for the maintenance and upkeep of a complete TRAC binder and CIP Self-Review document and prepare for an annual review each spring.

B. EFE responsibilities:

1. Quality standards for staff and curriculum will be monitored and maintained by EFE to the CTE Standards of the Michigan Department of Education (MDE), and the academic standards of Kalamazoo Valley Community College (KVCC).
2. EFE will provide supervision and administrative oversight for the program.
3. It is understood and agreed that as a condition to attending any of the Law Enforcement classes, that all of the students shall be required to sign a release agreement provided by the City, releasing the parties to this agreement from any liability connecting in any manner with this program, including all class activities and driving to, during and after the class.

CONTRACT FOR INDEPENDENT CONTRACTOR SERVICES

2016-
2017

C. Payment:

1. The partnership will be maintained on a semester to semester basis, totaling two semesters per school year as defined in the school calendar. First semester begins September 7, and goes through January 27, 2017. Second semester begins January 30, 2017 and goes through June 9, 2017
2. Payment for educational services rendered will be made by Comstock Public Schools to the City of Kalamazoo on a semester by semester basis on or about the 30th day of September and February of each school year. Payments will be generated for "Educational Services Rendered" upon billing by the City of Kalamazoo.
3. Payments will be authorized in the amount of twelve thousand eight hundred dollars, (\$12,800) for instruction successfully delivered to each approved block section each semester. Example: Two approved block sections = \$25,600 per semester. Two semesters = \$51,200 per school year.
4. As awarded annually, EFE (Comstock Public Schools) will maintain an equipment and supplies budget for the program. (The dollar amount of this budget may be adjusted from year to year.) The budget for 2016-2017 was set at \$1600.
5. As awarded annually, Comstock Public Schools) will maintain an Equipment Rental & Maintenance budget for the program. (The dollar amount of this budget may be adjusted from year to year and is primarily set to cover the cost of the classroom phone and possible rental of equipment.) The budget for 2016-2017 was set at \$100.
6. Un-encumbered funds do not carry over from year to year. Equipment purchased, with CTE equipment budget funds, remains the property of EFE. Maintenance of said equipment will be accomplished at the discretion and responsibility of EFE.
7. Comstock Public Schools will act as the fiscal agent for all approved vendor payments designated for educational services and program supplies.

II. Law Enforcement II**A. The City, through its Public Safety Department, will operate the High School EFE Year Two segment of the Law Enforcement Program for the 2016-2017 school year.**

1. Second year EFE Law Enforcement students will meet as a high school class to prepare for and engage in EFE approved educational, non-paid internships, career shadowing and work training experiences.
 - a.) Second year EFE Law Enforcement students are defined as high school seniors who have successfully graduated from the year one Law Enforcement program and have been approved for enrollment by EFE and the KDPS Law Enforcement program manager.
2. Beginning September 7, 2016, through February 24, 2017, one Year II block class will be scheduled daily, from 12:45 – 2:30 pm, to prepare students for formal, individualized, non-paid internships and work training experiences.
3. From February 27 through the week of May 29, a one block class will be scheduled weekly, at this same time (day of week determined 2nd semester), to monitor student educational placements.
4. The curriculum will follow KVCC course offerings for LEN 273, Criminal Justice Internships, but the City will be free to augment the core curriculum with additions and substitutions as deemed necessary.

CONTRACT FOR INDEPENDENT CONTRACTOR SERVICES

2016-
2017

5. The City will manage and assign student internships and work training experiences and will approve, assign and schedule work and training sites, student Task List Content and Learning Objectives.
6. Student transportation will be provided by the students or by area schools.
7. Student selection/placement will be managed by the Law Enforcement program manager with preference given to the City.

B. Payment:

1. The partnership will be maintained on a semester to semester basis, totaling two semesters per school year as defined by the school calendar as defined and outlined in the master agreement.
2. Payment for educational services rendered will be made by Comstock Public Schools to the City of Kalamazoo on a semester by semester basis on or about the 30th day of September and February of each school year, (following 4th Wednesday enrollment reports.) Payments will be generated for "Educational Services Rendered" upon billing by the City of Kalamazoo.
3. Payments will be authorized in the amount of twelve thousand eight hundred dollars, \$12,800 for instruction successfully delivered during the first semester and \$5,500 for student oversight second semester. The City of Kalamazoo will submit two billings as listed in section I C-2, in the amount of \$12,800 and \$5,500 respectively.



Commission Agenda Report

City of Kalamazoo

TO: Mayor Hopewell, Vice Mayor Cooney, and City Commissioners

FROM: Scott A. Borling, City Clerk

DATE: 7/18/2016

SUBJECT: Approval of City Commission Minutes

RECOMMENDATION

It is recommended that the City Commission approve the minutes from its meetings on July 18, 2016.

ATTACHMENTS:

Type	Description
------	-------------

- | | |
|--------------------------|--|
| ☐ | Minutes July 18, 2016 City Commission Neighborhood Meeting |
| ☐ | Minutes July 18, 2016 City Commission Business Meeting |

	A neighborhood meeting of the Kalamazoo City Commission was held on Monday, June 18, 2016 at 6:00 p.m. in the Community Room at City Hall, 241 W. South Street.
Roll Call	COMMISSIONERS PRESENT: Mayor Bobby J. Hopewell Vice Mayor Don Cooney David Anderson Erin Knott Matt Milcarek Jack Urban COMMISSIONERS ABSENT: Shannon Sykes* Also present were City Manager Jim Ritsema, City Attorney Clyde Robinson, and City Clerk Scott Borling.
Commissioners Excused	Commissioner Knott, seconded by Commissioner Anderson, moved to excuse the absence of Commissioner Sykes. With a voice vote the motion passed.
Communications	An opportunity was given for miscellaneous communications, but no communications were offered.
Neighborhood Communications	Neighborhood communications were received next. Representatives from the following neighborhood associations were present and addressed the City Commission: <u>Community Youth</u> Quincy Ellis, Counselor in Training Annika Flores, Counselor in Training Josh Smith, Counselor in Training Nolan Tribu, Counselor in Training <u>Lakeside Beach Corporation</u> Jim McIntyre, Past President <u>Parker/Duke Neighborhood Association</u> Bill Huges, President
Community Youth	The Community Youth representatives: - introduced themselves and described their roles and jobs as Counselors in Training (CIT's). *Commissioner Sykes arrived at 6:02 p.m. - described the training and leadership opportunities they had experienced and what those opportunities had meant for their personal lives. - talked about their career aspirations and how their time as CIT's had influenced those aspirations.

Commissioner Sykes thanked the CIT's for their work and leadership.

In response to questions from Mr. Smith, Mayor Hopewell stated he wanted to be a City Commissioner and Mayor as a way to give back to the community, and he was not sure whether he would run for higher office.

The Lakeside Beach Corporation representative:

- described the boundaries of the neighborhood, reported there were 80 households in the plat, and stated residents payed annual fees to maintain the beach.
- expressed concern about speeding traffic on Bronson Boulevard and suggested bike lanes be added, which might also have a calming effect on traffic.
- expressed appreciation to the Commission for their work on behalf of the City.

The Parker/Duke Neighborhood Association representative:

- reported the Association had partnered with Southern Heights Christian Reformed Church to give neighborhood children a playground.
- stated it had been difficult to get residents to engage and give input regarding plans for another playground.

When an opportunity was given for general citizen comments, the following people addressed the City Commission:

Cynthia Moore, City resident, reported the CIT's worked over 5,300 hours in 2015, and she requested that the City provide a stipend or other form of recognition for their work.

An opportunity was given for miscellaneous comments by City Commissioners, but no comments were offered.

The meeting adjourned at 6:30 p.m.

Respectfully submitted,

Scott A. Borling
City Clerk

For City Commission approval on August 1, 2016

Approved by: _____
Bobby J. Hopewell, Mayor
Dated: August 1, 2016

Community Youth
(cont'd)

Lakeside Beach
Corporation

Parker/Duke
Neighborhood
Association

Citizen Comments

Commissioner
Comments

Adjournment

	A business meeting of the Kalamazoo City Commission was held on Monday, July 18, 2016 at 7:00 p.m. in the City Commission Chambers at City Hall, 241 W. South Street.
Roll Call	COMMISSIONERS PRESENT: Mayor Bobby Hopewell Vice Mayor Don Cooney David Anderson Erin Knott Matt Milcarek Shannon Sykes Jack Urban COMMISSIONERS ABSENT: None Also present were City Manager Jim Ritsema, City Attorney Clyde Robinson, and City Clerk Scott Borling.
Invocation/Pledge	The invocation, given by Minister Dan Sarkipato, Southern Heights Christian Reformed Church, was followed by the Pledge of Allegiance.
Proclamations	Commissioner Anderson read a proclamation recognizing the YMCA 150th Anniversary. Sid Ellis, Director of Mission Advancement for the YMCA, received the proclamation.
Adoption of the Agenda	By unanimous consent the City Commission adopted its meeting agenda with the following change: Commissioner Urban requested that Item F-1, (contract for the resurfacing of East Kilgore Road), be moved to the Regular Agenda. A citizen requested that Items F-3 (PILOT resolution for New Horizon Village), F-5 (salary resolution for City Commission appointees), and F-7 (the Mayor's appointments and reappointments to boards and commissions) be moved to the Regular Agenda.
Communications	City Manager Ritsema announced there would be a City Commission work session on Thursday, July 28th at 6:00 p.m. The purpose of the meeting was to report on the staff work being done around revenue and the recommendations from the Blue Ribbon Revenue Panel.
Consent Agenda	Consent Agenda items were presented as follows with a recommendation to approve the items and authorize the City Manager to sign on behalf of the City: - approval of a two-year contract with AT&T for centrex phone lines in the amount of \$353,117.76.
Resolution 16-26	- adoption of a RESOLUTION from the Michigan Department Licensing and Regulatory Affairs, Liquor Control Commission, recommending approval of Micro Brewer and Small Wine Maker liquor licenses for One Well Brewing, LLC at 3618 Gembrit Circle. - acceptance of a 2016 Michigan Blight Elimination Program Grant.

- approval of the minutes from the City Commission meeting on July 5, 2016.

Commissioner Sykes, seconded by Commissioner Knott, moved to approve the consent agenda requests and authorize the City Manager to sign all documents on behalf of the City.

With a roll call vote this motion passed.

AYES: Commissioners Anderson, Knott, Milcarek, Sykes, Urban, Vice Mayor Cooney, Mayor Hopewell

NAYS: None

Regular Agenda items were considered next.

Commissioner Urban asked how road project were prioritize and funded.

Public Services Director James Baker reported the road project was first identified in 2006, and he stated the determining criteria to select this project were safety concerns.

When an opportunity was given for citizens to comment on a contract with the Michigan Department of Transportation (MDOT) for the resurfacing of East Kilgore Road in the amount of \$358,600, the following people addressed the City Commission:

Jim Ferner, non-resident, asked whether this project could be switched for the Howard Street project, and he asked the City to look at future projects to see if they could prioritize project for downtown streets.

Tim Graham, City resident, asked how street projects were prioritized.

Cory Smith, City resident, expressed support for fixing downtown streets.

Paul Selden, City resident, expressed support for the Kilgore Road project.

Commissioner Urban, seconded by Commissioner Anderson, moved to approve a contract with the Michigan Department of Transportation for the resurfacing of East Kilgore Road in the amount of \$358,600.

Prior to a vote on the motion, Commissioner Anderson described the role of the Kalamazoo Area Transportation Study in the distribution of federal transportation funds for street projects. Commissioner Anderson noted the funds being used for the Kilgore Road project could not be used for repairing or resurfacing local streets.

Commissioner Urban commented on the good work of the professional engineers who helped prioritized road projects, but he suggested there was a need for more citizen input.

Consent Agenda
(cont'd)

Regular Agenda

Contract with MDOT
for Resurfacing Kilgore
Road

Contract with MDOT
for Resurfacing Kilgore
Road (cont'd)

With a roll call vote this motion passed.

AYES: Commissioners Anderson, Knott, Milcarek, Sykes, Urban,
Vice Mayor Cooney, Mayor Hopewell

NAYS: None

Resolution 16-26 re:
a PILOT for New
Horizon Village

When given an opportunity comment on a Payment in Lieu of Taxes (PILOT) for the LIFT Foundation, doing business as New Horizon Village, the following people addressed the City Commission:

Tim Graham, City resident, asked why the project name had been changed and how the project itself had changed to get state approval.

Lisa Wilcutt, non-resident, reported the project had obtained funding through the Michigan State Housing Development Authority, and the PILOT needed to be extended to match the terms of the HOME funding requirements.

Commissioner Knott, seconded by Vice Mayor Cooney, moved to adopt a **RESOLUTION** granting a Payment in Lieu of Taxes for the LIFT Foundation, doing business as New Horizon Village (Parcel No. 06-11-160-001), pursuant to Section 35-4 of the Kalamazoo City Code.

Prior to a vote on the motion, Commissioner Anderson disclosed he was the chair of the LIFT Foundation Board and would abstain from voting on this item. Commissioner Anderson explained that low income housing tax credits and MSHDA funds were necessary for the success of low income housing developments, and he described the MSHDA requirements and process for obtaining these tax credits and funds.

Commissioner Cooney expressed support for the resolution.

With a roll call vote this motion passed.

AYES: Commissioners Knott, Milcarek, Sykes, Urban, Vice Mayor Cooney, Mayor Hopewell

NAYS: None

ABSTAIN: Commissioner Anderson

Resolution 16-27
Setting the Salaries for
the City Commission
Appointees

When given an opportunity comment on a resolution setting the salaries for the City Commission appointees, the following people addressed the City Commission:

Tim Graham, City resident, spoke about income disparity, wage increases for other City workers, and the need for the appointees to have performance metrics.

Vice Mayor Cooney, seconded by Commissioner Anderson, moved to adopt a **RESOLUTION** setting forth the salaries of the City Commission appointees effective pay period beginning July 18, 2016.

Prior to a vote on the motion, Mayor Hopewell noted the appointees had performance goals and had been evaluated by Commissioners. Mayor Hopewell explained the appointees' increases were based on the increases received by the Non-Bargaining Unit employees earlier in the year, except for the City Attorney's increase which was based on a salary study that was completed by the Human Resources Department.

Commissioner Anderson explained the four City Commission appointees were the last of the employee groups to get pay increases in 2016. Commissioner Anderson stated the appointees were talented, and he expressed appreciation for their work.

Commissioner Urban stated he was very satisfied with the appointees' performance and indicated it would be difficult and costly to replace them.

Vice Mayor Cooney noted City employees were bearing a larger workload due to years of budget and staffing reductions.

With a roll call vote this motion passed.

AYES: Commissioners Anderson, Knott, Milcarek, Sykes, Urban,
Vice Mayor Cooney, Mayor Hopewell

NAYS: None

When given an opportunity comment on the Mayor's appointments and reappointments to boards and commissions, the following people addressed the City Commission:

Tim Graham, City resident, commented on the need for diversity of thinking on the City's boards and commissions.

Paul Seldon, non-resident, expressed support for the appointment of Greg Milliken to the Planning Commission.

Commissioner Urban, seconded by Commissioner Sykes, moved to approval of the following appointments and re-appointments to boards and commissions:

- the reappointment of **Frederick Brown** to the Economic Development Corporation and Brownfield Redevelopment Authority Boards of Directors for a term expiring on March 31, 2022;
- the reappointment of **James Escamilla** to the Economic Development Corporation and Brownfield Redevelopment Authority Boards of Directors for a term expiring on March 31, 2022;
- the reappointment of **Patti Owens** to the Economic Development Corporation and Brownfield Redevelopment Authority Boards of Directors for a term expiring on March 31, 2022; and

Resolution 16-27
Setting the Salaries for
the City Commission
Appointees (cont'd)

Appointments and
Re-Appointments to
Boards and
Commissions

Appointments and
Re-Appointments to
Boards and
Commissions
(cont'd)

- the appointment of **Gregory Milliken** to the Planning Commission for a term expiring on March 31, 2019.

Prior to a vote on the motion, Mayor Hopewell stated he usually allowed for reappointments and stated he was working with City staff and board chairs to develop diversity on boards and commissions.

Commissioner Anderson remarked that Mayor Hopewell had been very intentional about his board appointments, to the point of making some boards unhappy.

With a roll call vote this motion passed.

AYES: Commissioners Anderson, Knott, Milcarek, Sykes, Urban, Vice Mayor Cooney, Mayor Hopewell

NAYS: None

City Manager's
Report

City Manager Ritsema provided the following reports and updates:

- Departmental Reports and Project Updates
- *Inside the City* newsletter, July 2016 edition
- June 2016 Purchases

Unfinished Business

Items of unfinished business were considered next.

Complete Streets
Policy

Commissioner Urban asked the City Commission to consider adopting a Complete Streets policy, and he asked for an update on the staff work that had been done regarding this topic.

Community Planning and Development Director Laura Lam reported the City had begun to get input on its Non-Motorized Transportation Plan when the Imagine Kalamazoo 2025 (IK2025) process started, and the decision was made to fold the transportation plan process into IK2025. Director Lam indicated IK2025 would be completed in the spring of 2017, and she explained there would be significant policy work to be done at that time. Director Lam noted the Complete Streets approach was already being used for City road projects that went through KATS. In response to questions from Commissioners Urban and Milcarek, Director Lam stated IK2025 provided a space to deal with competing community priorities and a process for getting the community's fingerprints on the decision. Director Lam indicated there was no perfect sequence to policy vs. planning vs. design.

Commissioner Urban, seconded by Commissioner Sykes, moved that a draft of a Complete Streets policy be presented to the City Commission in two weeks.

Discussion followed regarding the following topics: the familiarity of City staff with Complete Streets concepts; the amount of time needed to create a Complete Streets policy; competing community priorities and the importance of soliciting community input; and the need for swift action so the City's commitment to Complete Streets could inform MDOT project planning in the near term.

Commissioner Milcarek suggested the City Commission approve a proclamation that a) stated the Commission's intent to adopt a Complete Streets plan; b) provided interim direction to staff; and c) offered flexibility for staff to create a long term plan.

At the request of Mayor Hopewell, City Clerk Borling read the motion.

In response to a question from Mayor Hopewell, City Attorney Robinson suggested the current motion be withdrawn or voted down to allow for a new motion along the lines of Commissioner Milcarek's suggestion.

Vice Mayor Cooney stated no motion was needed, and he suggested the Commission direct the City Attorney and City Manager to work on a plan and bring back an item for Commission action at a future date.

Commissioner Urban withdrew his motion and Commissioner Sykes withdrew her support.

In response to a question from Commissioner Milcarek, Director Lam suggested the City follow the approach of the Safer People, Safer Streets Initiative, which included the adoption of a resolution expressing a commitment to Complete Streets principles and a series of action steps.

City Manager Ritsema stated he would bring a Complete Streets item to the City Commission in four to six weeks.

Next, the items of new business were considered.

Commissioner Milcarek asked the City Commission to consider moving the City to a single service provider for household waste removal.

City Manager Ritsema indicated Public Services Director Baker and his staff would research the issue and provide options for the City Commission. City Manager Ritsema stated he would communicate the timeframe for this work at the next business meeting.

Next, when an opportunity was given for general citizen comments, the following citizens addressed the City Commission:

Jim Ferner, non-resident and Director of the Complete Streets Coalition of Kalamazoo, spoke about the need for a Complete Streets policy.

Cory Smith, City resident, offered ideas for improving City neighborhoods and getting churches and citizens more involved in the community.

Frank Warren, City resident, spoke about low income housing, the Firekeepers Casino, and the Native American reservation in Calhoun County.

Eric Sutton, City resident, expressed support for a Complete Streets policy and thanked Commissioners for their discussion on the topic.

Complete Streets
Policy (cont'd)

New Business

Citizen Comments

Citizen Comments
(cont'd)

Mary Lee McNelis, City resident, asked the City to make the streets in her neighborhood safe for bike riding and quiet so she could relax outside her home. A copy of Ms. McNelis' written remarks was filed with the papers for this meeting.

Laura Livingstone-McNelis, City resident, expressed concern about the traffic volumes and noise levels in front of her home on Monroe Street.

Doug Kirk, City resident and President of the Kalamazoo Bike Club, asked the City Commission to enact an ordinance requiring a 5 foot passing distance between motor vehicles and bicyclists. Mr. Kirk distributed copies of a similar ordinance from the City of Grand Rapids.

Alice Wheatley, City resident, stated her neighbor, Clarence Gates, had not removed any of the trash from his yard, despite a court hearing on June 21st. Ms. Wheatley asked the City to continue applying pressure to Mr. Gates.

David Jones, City resident and board member for the League of Michigan Bicyclists, spoke about non-motorized transportation in Grand Rapids, Lansing, Ann Arbor, and Kalamazoo. Mr. Jones expressed support for a Complete Streets policy and an ordinance requiring five-foot passing distances.

Dana Underwood, City resident, stated she was confused and conflicted regarding Complete Streets principles and noted residents in her neighborhood responded differently to the various elements of Complete Streets. Ms. Underwood expressed support for a single household waste hauler.

Tim Graham, City resident, stated the system was broken, and systemic change was needed.

Paul Selden, Director of Safety for the Kalamazoo Bicycle Club, expressed support for a Complete Streets Policy. Written remarks from Mr. Selden were filed with the papers for this meeting.

Commissioner
Comments

Finally, an opportunity was given for miscellaneous comments and concerns of City Commissioners.

Commissioner Milcarek expressed support for a bicycle passing space ordinance and stated the Michigan/Stadium/Michikal intersection needed to be fixed.

Commissioner Urban asked that the City Commission consider adopting a resolution regarding Enbridge Line 5 (an oil pipeline) in the Straits of Mackinac. Commissioner Urban indicated he would send Commissioners copies of two possible resolutions.

Commissioner Knott asked City staff for information regarding the allegation that Mr. Gates was living in a condemned house. Commissioner Knott expressed support for Complete Streets and stated

she would be focusing on the issue of cut through traffic. Commissioner Knott asked if something could be done about the large number of students who were crossing Howard Street at Merrill Street to get to Maple Street Magnet School.

Commissioner Sykes expressed support for a passing-distance ordinance, the Enbridge pipeline resolution, and kids being able to walk to school safely. Commissioner Sykes reported Shared Prosperity Kalamazoo had developed a program for middle school youth that was being piloted successfully at Interfaith Homes.

Vice Mayor Cooney remarked on a recent march to support positive police/community relationships.

Mayor Hopewell questioned whether the City had adopted a Complete Streets policy several years ago. Mayor Hopewell expressed support for the bike passing ordinance. Mayor Hopewell stated the Public Safety Department was doing a lot of work on non-biased policing, but the City was not publicizing those efforts enough. Mayor Hopewell thanked Commissioner Knott for attending a business development event in Detroit with representatives from the Northside Neighborhood.

The meeting adjourned at 10:01 p.m.

Respectfully submitted,

Scott A. Borling
City Clerk

For City Commission approval on August 1, 2016

Approved by: _____
Bobby J. Hopewell, Mayor
Dated: August 1, 2016

Commissioner
Comments (cont'd)

Adjournment