

53

February 18, 2010

Honorable Detroit City Council Members

**RE:** Request Permission to Enter into  
a Memorandum of Understanding  
between the City of Detroit and the Wayne  
County Prosecutor's office

On September 25, 2008 the City of Detroit closed the Detroit Police Department Forensic Services Laboratory ("Crime Lab") after the review of a September 23, 2008 Michigan State Police preliminary report that audited the Crime Lab's firearms unit and found an error rate of approximately ten percent. The results of the preliminary audit were confirmed by an October 22, 2008 final audit.

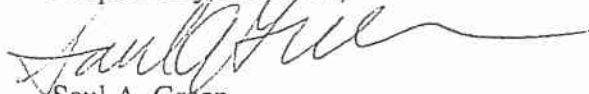
The Wayne County Prosecutor's office ("WCPO") has established a Forensic Evidence Review Unit ("FERU") for the purpose of review adjudicated cases involving the Crime Lab. The WCPO has devoted a significant amount of resources to the review of matters where evidence from the DPD Crime Lab was used in the criminal proceeding.

The City of Detroit is requesting to enter into a Memorandum of Understanding between the City and the Wayne County Prosecutor's office for the purpose of paying \$118,127.74 for fiscal year for the period of April 8, 2008 through April 7, 2009, an amount not to exceed \$871,400.70 for the period April 8, 2009 and ending April 7, 2010 for work performed by the FERU. The payment for the third year will be determined by the mutual consent of the parties.

This Memorandum of Understanding has been reviewed by the Law Department and approved.

If you have any questions or concerns regarding this matter, please feel free to contact me at (313) 224-3752.

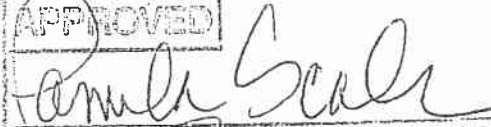
Respectfully submitted,



Saul A. Green  
Group Executive for Public Safety  
Deputy Mayor

Vote 7-0  
Ken Gravel, Push  
not there

Kamau Marable  
Chief Warren Evans  
Prosecutor Kim Worthy

APPROVED
 KAMAU MARABLE GROUP EXECUTIVE FOR PUBLIC SAFETY
 DAVE BING MAYOR

DAVE BING, MAYOR

By Council member \_\_\_\_\_

WHEREAS, On September 25, 2008 the City closed the Detroit Police Department ("DPD") Forensic Services Laboratory ("Crime Lab") after the review of a September 23, 2008 Michigan State Police ("MSP") preliminary report that audited the Crime Lab's firearms unit and found an error rate of approximately ten percent, AND

WHEREAS, On October 22, 2008 the MSP issued a final report of the audit of the DPD Crime Lab that confirmed the results of its preliminary report, AND

WHEREAS, The Wayne County Prosecutor's Office ("WCPO") has established a Forensic Evidence Review Unit ("FERU) for the purpose of reviewing adjudicated cases involving claims of innocence based on testing performed by the Crime Lab, AND

WHEREAS, the WCPO has devoted a significant amount of resources to the review of matters where evidence from the DPD Crime Lab was used in criminal proceedings, AND

WHEREAS, Justice requires a cooperative effort be effectuated between the City and the WCPO to address this situation through the creation and work of the FERU.

RESOLVED, that in recognition of the work performed by the FERU for the period April 8, 2008 and ended April 7, 2009 the City will pay the WCPO an amount not to exceed \$118,127.74.

AND BE IT FURTHER RESOLVED, that in recognition of the work performed by the FERU for the period April 8, 2009 and ending April 7, 2010 the City will pay the WCPO an amount not to exceed \$871,400.70.

AND BE IT FURTHER RESOLVED, that the budget for the third year commencing April 8, 2010 and ending April 7, 2011 will be determined by mutual agreement of the parties based on actual expenses incurred by the WCPO from April 8, 2009 through April 7, 2011.

**Memorandum of Understanding  
Between the City of Detroit and  
The Wayne County Prosecutor's Office**

This Memorandum of Understanding ("MOU") is entered into this \_\_\_ day of \_\_\_\_\_, 2010 between the City of Detroit ("City") and the Wayne County Prosecutor's Office ("WCPO").

**Witnesseth,**

WHEREAS, on September 25, 2008, the City closed the Detroit Police Department ("DPD") Forensic Services Laboratory ("Crime Lab") after the review of a September 23, 2008 Michigan State Police ("MSP") preliminary report that audited the Crime Lab's firearms unit and found an error rate of approximately ten percent.

WHEREAS, on October 22, 2008, the MSP issued a final report of the audit of the DPD Crime Lab that confirmed the results of its preliminary report. A copy of the MSP's final report is attached as Exhibit A.

WHEREAS, the WCPO has devoted a significant amount of resources to the review of matters where evidence from the DPD Crime Lab was used in criminal proceedings.

WHEREAS, justice demands that a cooperative effort be effectuated between the City and the WCPO to address this situation by the creation of a unit to review matters where evidence from the Crime Lab was used in certain criminal proceedings.

WHEREAS, the purpose of this MOU is to outline the scope, manner, cost and payment for the services to be provided by the parties.

NOW THEREFORE, in consideration of the mutual undertakings of the parties it is agreed as follows:

1. The WCPO has established a Forensic Evidence Review Unit ("FERU") for the purpose of reviewing adjudicated cases involving the Crime Lab.
2. The FERU consists of an Investigation Group and a Review Group.
3. The Investigative Group and the Review Group shall perform the services and be staffed in accordance with the WCPO Forensic Evidence Review Unit Plan ("Plan"). A copy of the Plan is attached as Exhibit B.
4. The City will provide funding to the FERU for a period of three years, unless both the City and the WCPO agree the purpose of the MOU has been fulfilled. This MOU is retroactive to April 8, 2008.
5. The WCPO has prepared a proposed budget for the FERU that is attached hereto as Exhibit C.

6. The WCPO has already begun the review process outlined in the Plan and has already begun incurring costs.
7. In recognition of the work that must be performed by the FERU, for the calendar year that commenced April 8, 2008 and ended April 7, 2009 the City will pay to the WCPO an amount not to exceed \$118,127.74. This amount includes all expenditures previously submitted by the WCPO to the City in two unpaid invoices dated February 10, 2009, for \$89,068.83 and May 5, 2009, for \$29,058.91. For the calendar year commencing April 8, 2009 and ending April 7, 2010 the City will pay the WCPO an amount not to exceed \$871,400.70.
8. The budget for the third year will be determined by mutual agreement of the parties based on actual expenses incurred by the WCPO from April 8, 2009 through April 7, 2010.
9. It is agreed between the parties that after May 5, 2009 the City will only reimburse the WCPO for work performed by personnel identified in Exhibit C. Reimbursement will be made after submission by the WCPO of monthly invoices supported by timesheets showing actual time expended and expenses incurred, including but not limited to mileage reimbursement forms, and contracts and invoices submitted by vendors, contractors and experts.
10. The City reserves the right to dispute the amount sought for reimbursement and the City and the WCPO agree to work together to promptly resolve any such dispute.
11. Representatives of the City and the WCPO will conduct quarterly meetings to review the work of the FERU.
12. The WCPO agrees to provide the City written summaries of the work performed by the FERU at the quarterly meetings.
13. Any funding, including but not limited to grants, and county, state or federal appropriations ("other funding"), received by the WCPO specifically designated for the FERU shall replace any amount owed by the City to the WCPO pursuant to this agreement and the City shall not be required to fund the FERU in the amount of any other funding specifically received for the FERU during the life of this agreement. Any other amount of funding received by the WCPO not specifically designated for the FERU for any other purpose and from any other entity, including the City of Detroit, shall have no bearing on the responsibility of the City for funding pursuant to this MOU.
14. This MOU may be terminated prior to April 8, 2011 if both the City and the WCPO mutually agree that the purpose of this MOU has been fulfilled. This MOU may be extended to a date beyond April 8, 2011 if both the City and the WCPO mutually agree. If the City and the WCPO agree to any change or modification of this MOU, the modification shall be incorporated into this MOU by written amendment.

15. The MOU shall not be effective, nor shall any amendment be effective until all of the following occur:

- a. It has been approved by the required Wayne County and City departments;
- b. It has been authorized by resolution of the Detroit City Council; and
- c. It has been authorized by resolution of the Wayne County Commission.

16. Any amendment to this MOU must be in writing, signed by the parties hereto, and approved in accordance with paragraph 15.

[Signatures contained on the following page]

IN WITNESS WHEREOF, the City and the Wayne County Prosecutor's Office have executed this MOU.

WITNESSES

CITY OF DETROIT:

1. BY: \_\_\_\_\_

2. ITS: \_\_\_\_\_

WITNESSES:

WAYNE COUNTY PROSECUTOR'S OFFICE

*Dwight Sisson* BY: *Kyrra Williams*

*James R. Gonzales* ITS: *Wayne County Prosecutor*

THIS AGREEMENT WAS APPROVED  
BY THE CITY COUNCIL ON

APPROVED BY LAW DEPARTMENT  
PURSUANT TO SECTION 6-406 OF  
THE CHARTER OF THE CITY OF  
DETROIT

*Sejourn*

\_\_\_\_\_  
\_\_\_\_\_

*Kristal A. Rittenberry* 2-4-10

Purchasing Director      Date

Corporation Counsel      Date