

STATE OF MICHIGAN

IN THE 3RD CIRCUIT COURT FOR THE COUNTY OF WAYNE

JOHN EAGAN, SAMMIE LEWIS, MICHAEL SHANE, PHILLIP SHANE, SARAH TORRES, and JAMES AND GRACE LEE BOGGS CENTER TO NUTURE COMMUNITY LEADERSHIP,

Case No. -AWg

Hon.

Plaintiffs,

V

COMPLAINT FOR WRIT OF MANDAMUS AND OTHER RELIEF

CITY OF DETROIT, a Michigan Municipal Corporation, MICHAEL DUGGAN, in his official capacity as Mayor of Detroit, JOHN NAGLICK, in his official capacity as Chief Deputy CFO-Finance Director for the City of Detroit, SANDRA STAHL, in her official capacity as Chief Procurement Officer for the City of Detroit, DETROIT POLICE DEPARTMENT, and JAMES E. WHITE, in his official capacity as Detroit Chief of Police, individually and severally,

Defendants.

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## COMPLAINT

There is no other pending or resolved civil action arising out of the transaction or occurrence alleged in the complaint.

NOW COME John Eagan, Sammie Lewis, Michael Shane, Phillip Shane, Sarah Torres, and the James and Grace Lee Boggs Center to Nurture Community Leadership (collectively, “Plaintiffs”), by and through their undersigned counsel, and for their Complaint against the Detroit Police Department (“DPD”), James E. White in his official capacity as Chief of Police for the City of Detroit, Michigan (“Chief White”) (collectively, the “DPD Defendants”), the City of Detroit, Michael Duggan, in his official capacity as Mayor of the City of Detroit, John Naglick, in his official capacity as Chief Deputy CFO-Finance Director for the City of Detroit, and Sandra Stahl, in her official capacity as Chief Procurement Officer for the City of Detroit (collectively, the “City Defendants”) (collectively “Defendants”), state as follows:

## INTRODUCTION

1. This lawsuit arises from Defendants’ failure to comply with amended Chapter 17 of the 2019 Detroit City Code, the Community Input over Government Surveillance Ordinance (“CIOGS” or the “Ordinance”) and the resulting deprivation of Plaintiffs’ right to informed participation in the procurement of surveillance technology.

2. The Ordinance is a direct response to Defendant DPD's 2020 renewal of a 2017 contract with DataWorks, LLC, for surveillance technology containing facial recognition capabilities of which the public was unaware.<sup>1</sup>

3. Upon learning of the system's previously undisclosed capabilities, Detroiters turned out in large numbers at meetings of both Detroit City Council and the Detroit Board of Police Commissioners (BOPC) to protest renewal of the contract. The community protests prompted City Council<sup>2</sup> and the BOPC<sup>3</sup> to repeatedly delay voting on the matter and forced Defendant DPD to develop new policies and procedures to govern its use of surveillance technology.<sup>4</sup>

4. In spearheading the Ordinance, then President *Pro Tem*, now Council President, Mary Sheffield stated:

Detroiters should be informed and have a say about the technology ... that is being implemented (in) their community.... Using technology to make our community safer is possible, but as technology evolves and algorithms dictate success, we want to make sure the community has a voice in how they are policed and surveilled.<sup>5</sup>

5. The Ordinance imposes specific legal limitations on the ability of city departments to purchase and use surveillance technology and grants Detroiters explicit rights to both notice of procurement requests and input, informed by required disclosures, at public meetings.

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<sup>1</sup> <https://www.freep.com/story/opinion/editorials/2021/05/14/detroit-city-council-surveillance-technology-ordinance/5073005001/>

<sup>2</sup> <https://www.detroitnews.com/story/news/local/detroit-city/2020/09/29/detroit-council-vote-facial-recognition/3563440001/>

<sup>3</sup> <https://www.nichiganradio.org/politics-government/2019-06-27/detroit-police-commissioners-postpone-vote-on-facial-recognition-technology-policy>

<sup>4</sup> <https://www.bridgemi.com/urban-affairs/detroit-police-chief-defends-new-facial-recognition-policy-protests-continue>

<sup>5</sup> <https://www.freep.com/story/news/2021/05/29/detroiters-feedback-facial-recognition-surveillance/7486598002/>

6. Specifically, the Ordinance prohibits any city department from submitting a procurement request and City Council, or any City Council committee, from considering such a request until 14 days after the publication of a Surveillance Technology Specification Report (STSR). The Ordinance also mandates that the STSR contain specific information on the cost, use, and civil liberties implications of the surveillance technology.

7. The Ordinance expressly limits the authority of City Defendants to approve a procurement request, and thus enter a contract, which does not comply with the Ordinance.

8. The Ordinance also creates a right for residents to review the STSR and comment on it at any public meetings held to consider the procurement request.

9. The DPD Defendants presented two procurement requests for ShotSpotter, a surveillance technology that uses acoustic sensors to identify and relay to law enforcement the location of “impulsive sounds that may represent gunfire.”<sup>6</sup>

10. The DPD Defendants’ procurement requests failed to meet the clear black letter disclosure and content requirements of the Ordinance.

11. The City Defendants, despite lacking the authority to do so, approved the DPD Defendants’ procurement requests.

12. Defendants’ failure to fulfill their legal obligations deprived Plaintiffs of their rights and protections under the Ordinance.

13. Plaintiffs seek a declaration that the DPD Defendants failed to meet their legal obligations under the Ordinance; a declaration that the City Defendants exceeded their authority in approving the ShotSpotter contracts; an Order finding that the ShotSpotter contracts are void;

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<sup>6</sup> <https://www.shotspotter.com/law-enforcement/gunshot-detection-technology/#how-does-shotspotter-work>

and compelling Defendants to fulfill the duties imposed by the Ordinance, and such other Relief as this Court deems appropriate.

### **PARTIES**

14. Plaintiff John Eagan is, and was at all relevant times, a resident in Detroit's 8th police precinct, an area within the boundaries of the initial trial use of ShotSpotter surveillance technology.

15. Plaintiff Sammie Lewis is, and was at all relevant times, a resident in Detroit's 4th police precinct, an area within the boundaries of expanded ShotSpotter surveillance.

16. Plaintiff Michael Shane is, and was at all relevant times, a resident in Detroit's 8th police precinct, an area within the boundaries of the initial trial use of ShotSpotter surveillance technology.

17. Plaintiff Phillip Shane is, and was at all relevant times, a resident in Detroit's 8th police precinct, an area within the boundaries of the initial trial use of ShotSpotter surveillance technology.

18. Plaintiff Sarah Torres is, and was at all relevant times, a resident in Detroit's 4th police precinct, an area within the boundaries of expanded ShotSpotter surveillance.

19. Plaintiff James and Grace Lee Boggs Center to Nurture Community Leadership is a Michigan nonprofit organization.

20. Defendant City of Detroit (the "City") is a municipal corporation in Wayne County, Michigan.

21. Defendant Michael Duggan is, and was at all relevant times, the Mayor of the City of Detroit and the elected official in control of and accountable for the Executive Branch. Detroit

City Charter, art 5, § 5-101. Defendant Duggan is the chief executive officer for the city and appoints and oversees the city's Chief of Police and the city's Finance Director.

22. John Naglick, is, and was at all relevant times, Finance Director for the City of Detroit and the official under City Charter, art 6, ch 3, § 6-302 for "secur[ing] and maintain[ing] compliance with financial controls for the protection of public funds."

23. The city's Finance Director appoints and oversees the work of the city's Chief Procurement Officer. *Id.* at § 6-306.

24. Sandra Stahl, is, and was at all relevant times, Chief Procurement Officer for the City of Detroit

25. The city's Chief Procurement Officer is responsible for procuring all city property and services and is responsible for "follow[ing] all procedures established by ordinance ... in procuring property and services." *Id.* at § 6-306.

26. Detroit Police Department ("Defendant DPD") is a department of the City of Detroit.

27. James E. White ("Defendant White") is, and was at all relevant times, the Chief Executive Officer of the Detroit Police Department, charged under the Detroit City Charter with administering the Department consistent with the policies, rules, and regulations established by the Board of Police Commissioners.

#### **JURISDICTION AND VENUE**

28. This Court has jurisdiction over this action pursuant to MCL §§ 600.601, 600.711, MCR 2.118, and MCR 2.605.

29. Venue is proper in this Court pursuant to MCL 600.1621, MCL 600.1615, and MCR 3.305(B)(1) (mandamus relief). This Court has subject matter jurisdiction over this action for declaratory and injunctive relief pursuant to MCL 600.605, MCR 2.605, and MCR 3.310.

30. “[M]andamus is the proper remedy for a party seeking to compel election officials to carry out their duties.” *League of Women Voters of Mich v Secretary of State*, 333 Mich App 1, 8; 959 NW2d 1 (2020), (quoting *Citizens Protecting Mich's Const v Secretary of State*, 324 Mich App 561, 583; 922 NW2d 404 (2018) aff'd 503 Mich 42; 921 NW2d 247 (2018)) (alteration in original).

### **NECESSITY FOR EXPEDITED CONSIDERATION AND IMMEDIATE ACTION**

31. There is an urgent need for this Court to render an expedited decision in this case because the contracts at issue became effective upon approval by the City Defendants and the contractor’s performance of duties is imminent.

### **STATEMENT OF FACTS**

#### **I. Community Input over Government Surveillance Ordinance Prescribes Clear Legal Duties for Defendants.**

32. Plaintiffs incorporate by reference all prior paragraphs as if stated herein word for word.

33. Detroit’s Civilian Input Over Government Surveillance Ordinance (the “Ordinance”) was enacted on May 25, 2021, “to require submission of a Surveillance Technology Specification Report with procurement requests to City Council and for a public hearing; to identify minimum required content of the Surveillance Technology Specification Report.”

34. The Ordinance defines “surveillance technology” and specifically cites “gunshot detection and location hardware and services” as surveillance technology subject to the Detroit Ordinances, § 17-5-451(g).

35. The Ordinance contains a limited exception for “[p]ermission to acquire or use a **new make or model** of a surveillance technology...” Id. at § 17-5-452(f) (emphasis added).

36. The Ordinance defines “Surveillance technology procurement” as “the purchase or acquisition of a surveillance technology whether or not the surveillance technology procurement is made through the exchange of monies or other consideration.” Id. at § 17-5-451.

37. The Ordinance creates strict and clear legal requirements for the DPD Defendants to meet when seeking to acquire surveillance technology.

38. The Ordinance limits the authority of the City Defendants to approve procurement requests for surveillance technology.

39. The Ordinance expressly creates a right for the public to comment on the DPD Defendants’ procurement request following the mandatory disclosures.

#### Disclosure Requirements

40. Section 17-5-452 of the Ordinance, clearly states that certain disclosures are among the mandatory prerequisites for surveillance technology procurement:

(a) No City department may engage in a surveillance technology procurement until:

(1) The City department has provided the City Council with a Surveillance Technology Specification Report as described in Section 17-5-453 of this Code;

(2) The City department has publicly released the related Surveillance Technology Specification Report in accordance with Subsection (c) of this section ....

(b) All applicable Surveillance Technology Specification Reports associated with a surveillance technology, as well as any other applicable existing policies, standards and procedures, shall be submitted to the City Council by the requesting City department or, in the case of the Police Department, in conjunction with a copy of any applicable existing governing policy approved by the Board of Police Commissioners, concurrently with any request for the approval of the procurement of a surveillance technology.



(c) Surveillance Technology Specification Reports submitted for procurement of new surveillance technology shall be made available to the public, at a designated page on the City's website at least 14 days prior to holding any of the hearings or meetings required under Subsection (a)(2) of this section. Any Surveillance Technology Specification Report that is submitted with a surveillance technology procurement approval request approved by City Council shall be made available to the public for as long as the related surveillance technology remains in use by, or in the possession of, the City department.

41. Disclosures under § 17-5-453 "shall reflect the complete and accurate proposed use of surveillance technology being submitted."

42. Section 17-5-453(b) mandates as follows:

Surveillance Technology Report shall be a publicly released report, written by the requesting City department or, in the case of the Police Department, in conjunction with the Board of Police Commissioners, which includes, at a minimum, the following:

- (1) Description. Information describing the surveillance technology and its capabilities;
- (2) Purpose. Any specific purpose the surveillance technology is intended to advance;
- (3) Deployment. If the surveillance technology will not be uniformly deployed or targeted throughout the City, the factors that will be used to determine where the technology is deployed or targeted;
- (4) Fiscal impact. The fiscal impact of the surveillance technology;
- (5) Civil rights and liberties impacts. An assessment identifying with specificity:
  - a. Any potential adverse impacts the surveillance technology, if deployed, might have on civil rights and civil liberties; and
  - b. What specific, affirmative measures will be implemented to safeguard the public from the potential adverse impacts identified in this section;
- (6) Authorized use. A complete description of the purpose and intended uses of the surveillance technology, including any uses that will be expressly prohibited;
- (7) Data collection.

- a. What types of surveillance data will be collected, captured, recorded, intercepted, or retained by the surveillance technology;
  - b. What surveillance data may be inadvertently collected during the authorized uses of the surveillance technology and the measures that will be taken to minimize the inadvertent collection of the data; and
  - c. How inadvertently collected surveillance data will be expeditiously identified and deleted;
- (8) Data protection. The safeguards will be used to protect surveillance data from unauthorized access, including encryption and access control mechanisms;
- (9) Data retention. ...[T]he regulations and procedures that govern the retention of surveillance data, including those governing:
- a. The limited time period, if any, surveillance data will be retained. Such information shall include a statement explaining why the designated retention period is no greater than that which is absolutely necessary to achieve the specific purpose or purposes enumerated in the Surveillance Technology Specification Report;
  - b. The specific conditions that must be met to retain surveillance data beyond the retention period identified pursuant to Subsection (b)(9)a of this section; and
  - c. The process utilized to regularly delete surveillance data after the retention period stated in Subsection (b)(9)a of this section has elapsed and the auditing procedures that will be implemented to ensure data is not improperly retained;
- (10) Surveillance data sharing....

Right to Public Comment

43. Coupled with the disclosure requirements, the Ordinance also creates a specific right for the public to comment “at all of the following properly noticed hearings or meetings, conducted pursuant to the Michigan Open Meetings Act, being MCL 15.261 et seq., regarding the requested procurement.”

- a. The City Council Committee reviewing the procurement request;
- b. City Council Formal Session if the procurement request is considered during Formal Session;

- c. At a special Public Hearing, if authorized by vote of a majority of City Council Members serving; and
- d. During any other hearings and meetings, if required by law;

Detroit Ordinances, § 17-5-451.

44. In keeping with the Ordinances' objective of community input, the right to be heard on surveillance technology procurement is in effect triggered by the publication of the STSR.

Limits on City Defendants' Authority to Approve Procurement

45. The Ordinance's conditions procurement on compliance with its disclosure requirements, and thus similarly preconditions the City Defendants' approval of such a procurement request.

46. The Ordinance also prohibits procurement unless City Council has complied with the requirement to permit public comment after the necessary STSR publication.

**II. DPD Defendants' Procurement of ShotSpotter Violated the Ordinance**

47. In November of 2020, prior to passage of the Ordinance, the City Defendants approved the DPD Defendants' procurement of ShotSpotter for 4 years at a cost of \$1.5 million.

48. In March of 2021, Defendants began using ShotSpotter surveillance goods and services in Detroit's 8th and 9th police precincts.

49. On May 24, 2022, City Council referred two contracts to its Public Health & Safety Committee for review; one for the purchase of ShotSpotter services through extension of the 2020 ShotSpotter contract (the "Extension Contract") and another for the purchase of additional ShotSpotter goods and services to expand the geographic area in which the surveillance technology would be used (the "Expansion Contract").

50. On June 6 and July 25, the Public Health & Safety Committee of City Council met to review the Extension Contract and the Expansion Contract procurement requests.

51. The DPD Defendants were required to meet the STSR publication requirements 14 days before the June 6 meeting at which time the Plaintiffs would have had the right to public comment on the procurement request.

52. On September 12, 2022, Detroit City Council President Mary Sheffield wrote to Defendant DPD informing it that per the Ordinance, “all city departments must submit a Surveillance Technology Specification Report with procurement requests to City Council for approval.” Exhibit A.

53. Council President Sheffield’s letter to Defendant DPD also stated: “My office is respectfully requesting the Detroit Police Department (DPD) to provide a specification report for the ShotSpotter Technology, as it is found to be technology used for surveillance. Please find information below that summarizes what the report should include at minimum.” Exhibit A.

54. On September 13, 2022, City Council scheduled public comment and a vote on the DPD Defendant’s request for public funds to expand its use of ShotSpotter.

55. On or about September 19, 2022, the DPD Defendants submitted a deficient STSR for ShotSpotter to City Council in support of its request for procurement of additional surveillance goods and services from ShotSpotter. The STSR was not provided to the general public at this time. Exhibit B.

56. On Tuesday, September 27, 2022, the City Defendant’s approved the DPD Defendants’ \$1.5 million procurement request for the Extension Contract but delayed consideration of the Expansion Contract procurement.

57. On or about September 28, the day **after** City Council approved the DPD Defendants’ Extension Contract procurement request, a deficient ShotSpotter STSR was made available on the City of Detroit website.

58. The published ShotSpotter STSR failed to respond to direct inquiries concerning the potential adverse impacts on civil liberties and civil rights; potential uses that will be expressly prohibited; the potential data that may be inadvertently collected and how it would be addressed; and the specific ways in which data retention will be carried out.

59. In a City Council Meeting on October 11, 2022, in response to public concerns regarding the expenditure of American Rescue Plan Act (ARPA) funds on ShotSpotter, the DPD Defendants changed specifics of its Expansion Contract procurement request, including the source of funding, length of the contract, and area of deployment.

60. These changes were not incorporated into the STSR and are not reflected in the STSR on the City of Detroit website as of the date of this submission.<sup>7</sup>

61. At that City Council meeting, the City Defendants subsequently approved Defendant DPD's surveillance technology procurement request of \$7 million, to be paid from the Defendant DPD's general budget.

**COUNT I**  
**VIOLATION OF CHAPTER 17, ARTICLE 5 OF THE 2019 DETROIT CITY CODE**  
**Defendants Detroit Police Department and James White (DPD Defendants)**

62. Plaintiffs incorporate by reference the preceding paragraphs of this Complaint as though fully stated herein word for word.

63. The Defendants' September 27, 2022, request for funds to purchase additional ShotSpotter goods and services through the Extension Contract was a procurement of surveillance technology as defined by the Ordinance and subject to the Ordinances requirements.

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<sup>7</sup> [https://detroitmi.gov/sites/detroitmi.localhost/files/2022-09/Gunshot%20Detection\\_Spec%20Repo\\_adobe\\_express.pdf](https://detroitmi.gov/sites/detroitmi.localhost/files/2022-09/Gunshot%20Detection_Spec%20Repo_adobe_express.pdf)

64. The Ordinance requires that Defendant DPD, the requesting agency, make the STSR “available to the public, at a designated page on the City website at least 14 days prior to the holding of any of the meetings” that are required or permitted under the Ordinance. 17-5-452 (a)(3)(c).

65. Defendants failed to comply with the Ordinance by:

- a. Failing to publish the STSR on the City’s website at least 14 days prior to the June 6 and July 25 meetings of the City Council Health and Safety Committee;
- b. Failing to publish the STSR on the City’s website at least 14 days prior to the September 27, 2002, meeting of City Council to consider the extension request; and
- c. Submitting to City Council an STSR that failed to provide the information required by the Ordinance.

#### Declaratory Relief

66. Pursuant to MCR 2.605, this Court has the authority to declare the rights and legal relations to the parties to this action.

67. There exists an actual case and controversy between the parties in that Plaintiffs allege that the DPD Defendants violated the Ordinance by failing to publish an accurate, complete, and timely STSR.

68. Plaintiffs further allege that, in the absence of compliance with the Ordinance by the DPD Defendants, the City Defendants acted beyond the scope of their authority in approving the procurement requests and the contracts are *void ab initio*.

69. Plaintiffs are therefore entitled to declaratory relief.

#### Injunctive Relief

70. Pursuant to MCR 3.310, this Court has authority to grant an injunction in this matter.

71. Plaintiffs allege in detail how the DPD Defendants acted outside the scope of their authority, resulting in the Extension Contract being void.

72. The DPD Defendants actions created the invalidity of the contract, and as such, the terms of the voided Extension Contract cannot be enforced.

73. In the absence of an injunction, irreparable harm will occur as large sums of money will exchange hands, and other material conditions will be performed.

74. Therefore, injunctive relief is necessary to restrain the DPD Defendants from remitting payments under or otherwise fulfilling any other obligation enumerated in the voided ShotSpotter contract.

#### Writ of Mandamus

75. This Court has jurisdiction to issue a writ of mandamus. MCR 3.305(A)(2).

76. The DPD Defendants have a clear legal duty to publish the STSR on the City of Detroit website 14 days prior to submitting a procurement request.

77. The act of publishing the STSR, as set forth in the Ordinance, on the City Website is ministerial in nature.

78. Plaintiffs have a clear right to access the STSR 14 days prior to public meetings on the DPD Defendant's procurement of surveillance technology and to demand that the DPD Defendants comply with their legal duties to effectuate Plaintiffs' rights.

79. No other adequate legal or equitable remedy exists that might achieve the same result.

80. The requirements of the Ordinance are of a ministerial nature, are clearly and specifically prescribed and defined by law and are not discretionary.

81. Plaintiffs seek a writ requiring the DPD Defendants to follow the Civilian Input Over Government Surveillance Ordinance's notice requirements; the requirements for the contents of an STSR; and other requirements for all surveillance equipment and services such as the ShotSpotter Extension Contract.

**COUNT II**  
**VIOLATION OF CHAPTER 17, ARTICLE 5 OF THE 2019 DETROIT CITY CODE**  
**Defendants Detroit Police Department and James White (DPD Defendants)**

82. Plaintiffs incorporate by reference the preceding paragraphs of this Complaint as though fully stated herein word for word.

83. The Defendants' October 11, 2022, request for funds to purchase additional ShotSpotter goods and services through the Expansion Contract was a procurement of surveillance technology as defined by the Ordinance and subject to the Ordinances requirements.

84. Defendant DPD's STSR submitted in support of its Expansion Contract procurement request violated the Ordinance by inaccurately describing ShotSpotter's cost and scope of use, failing to provide meaningful responses – or any response at all – to the specific queries in the Ordinance, and failing to meet the mandated publication deadline of 14 days prior to hearings on the procurement request.

Declaratory Relief

85. Pursuant to MCR 2.605, this Court has the authority to declare the rights and legal relations to the parties to this action.

86. There exists an actual case and controversy between the parties in that Plaintiffs allege that the DPD Defendants violated the Ordinance by failing to publish an accurate, complete, and timely STSR.

87. Plaintiffs are therefore entitled to declaratory relief.



### Injunctive Relief

88. Pursuant to MCR 3.310, this Court has authority to grant an injunction in this matter.

89. Plaintiffs allege in detail how the DPD Defendants acted outside the scope of their authority, resulting in the Expansion contract being void.

90. The DPD Defendants actions created the invalidity of the contract, and as such, the terms of the voided Expansion Contract cannot be enforced.

91. In the absence of an injunction, irreparable harm will occur as large sums of money will exchange hands, and other material conditions will be performed.

92. Therefore, injunctive relief is necessary to restrain the DPD Defendants from remitting payments under or otherwise fulfilling any other obligation enumerated in the voided ShotSpotter contract.

### Writ of Mandamus

93. This Court has jurisdiction to issue a writ of mandamus. MCR 3.305(A)(2).

94. The DPD Defendants have a clear legal duty to publish the STSR on the City of Detroit website 14 days prior to submitting a procurement request.

95. The act of publishing the STSR, as set forth in the Ordinance, on the City Website is ministerial in nature.

96. Plaintiffs have a clear right to access the STSR 14 days prior to public meetings on the DPD Defendant's procurement of surveillance technology and to demand that the DPD Defendants comply with their legal duties to effectuate Plaintiffs' rights.

97. No other adequate legal or equitable remedy exists that might achieve the same result.

98. The requirements of the Ordinance are of a ministerial nature, are clearly and specifically prescribed and defined by law and are not discretionary.

99. Plaintiffs seek a writ requiring the Defendants to follow the Civilian Input Over Government Surveillance Ordinance's notice requirements; the requirements for the contents of an STSR; and other requirements for all surveillance equipment and services such as the ShotSpotter Expansion Contract.

**COUNT III**  
**VIOLATION OF CHAPTER 17, ARTICLE 5 OF THE 2019 DETROIT CITY CODE**  
**Defendants City of Detroit, Michael Duggan, John Naglick, Sandra Stahl**  
**(City Defendants)**

100. Plaintiffs incorporate by reference the preceding paragraphs of this Complaint as though fully stated herein word for word.

101. The City Charter requires that the Defendant STAHL “[f]ollow all procedures established by ordinance ... in procuring property or services.” Detroit City Charter, Sec. 6-306. Pursuant to the charter, the Defendant STAHL is accountable to the Defendant NAGLICK, who in turn, is accountable to the Defendant DUGGAN to ensure that this charter provision is observed and followed in the procurement of property and services from vendors such as ShotSpotter.

102. The Defendants’ approval of the ShotSpotter contracts violated the Ordinance and their obligations under the City Charter.

Declaratory Relief

103. Pursuant to MCR 2.605, this Court has the authority to declare the rights and legal relations to the parties to this action.

104. There exists an actual case and controversy between the parties in that Plaintiffs allege that the Defendants violated the Ordinance by failing to publish an accurate, complete, and timely STSR.

105. Plaintiffs further allege that, in the absence of compliance with the Ordinance by the City Defendants acted beyond the scope of their authority in approving the procurement requests and the contracts are *void ab initio*.

106. Plaintiffs are therefore entitled to declaratory relief.

#### Injunctive Relief

107. Pursuant to MCR 3.310, this Court has authority to grant an injunction in this matter.

108. Plaintiffs allege in detail how the City Defendants acted outside the scope of their authority, resulting in the Extension and Expansion Contracts being void.

109. The Defendants actions created the invalidity of the contracts, and as such, the terms of the voided Extension and Expansion Contracts cannot be enforced.

110. In the absence of an injunction, irreparable harm will occur as large sums of money will exchange hands, and other material conditions will be performed.

111. Therefore, injunctive relief is necessary to restrain the City Defendants from remitting payments under or otherwise fulfilling any other obligation enumerated in the voided ShotSpotter contracts.

#### Writ of Mandamus

112. This Court has jurisdiction to issue a writ of mandamus. MCR 3.305(A)(2).

113. The Defendants have a clear legal duty to publish the STSR on the City of Detroit website 14 days prior to submitting a procurement request.

114. The act of publishing the STSR, as set forth in the Ordinance, on the City Website is ministerial in nature.

115. Plaintiffs have a clear right to access the STSR 14 days prior to public meetings on the Defendants' procurement of surveillance technology and to demand that the Defendants comply with their legal duties to effectuate Plaintiffs' rights.

116. No other adequate legal or equitable remedy exists that might achieve the same result.

117. The requirements of the Ordinance are of a ministerial nature, are clearly and specifically prescribed and defined by law and are not discretionary.

118. Plaintiffs seek a writ requiring the City Defendants to follow the Civilian Input Over Government Surveillance Ordinance's notice requirements; the requirements for the contents of an STSR; and other requirements for all surveillance equipment and services such as the ShotSpotter Extension and Expansion Contracts.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs respectfully request that this Court:

- A. Declare that the Extension Contract and the Expansion Contracts are void ab initio;
- B. Declare that the Defendants are required to fully comply with the Ordinance in all surveillance technology procurement;
- C. Grant an injunction prohibiting the Defendants from making payments under or otherwise acting in accord with obligations stated within the void Extension and Expansion contracts;
- D. Issue a writ of mandamus ordering the DPD Defendants to provide the required STSR notice and to provide the Plaintiffs with 14 days to review the STSR prior to any public

meetings to reconsider the procurement requests under the Extension Contract and Expansion Contract and directing the Defendants to ensure that all requirements of the Ordinance are followed prior to any subsequent submission of the Extension and Expansion contracts for approval; and

E. Award such other and further relief as the Court deems proper.

Respectfully submitted,

Detroit Justice Center

/s/ Eric C. Williams  
Eric C. Williams (P75688)

/s/ Nancy A. Parker  
Nancy A. Parker (P84325)

Sugar Law Center for Economic  
and Social Justice

/s/ Tonya Myers Phillips  
Tonya Myers Phillips (P63475)

/s/ John C. Philo  
John C. Philo (P52721)

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/s/ Jack W. Schulz  
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*Attorneys for Plaintiffs*

DATED: November 30, 2022