

**MISCELLANEOUS RESOLUTION #20226**

July 2, 2020

BY: Commissioner Penny Luebs, Chairperson, Health, Safety and Human Services Committee

**IN RE: SHERIFF'S OFFICE – 2020 HIGH INTENSITY DRUG TRAFFICKING AREAS (HIDTA) – GRANT ACCEPTANCE**

To the Oakland County Board of Commissioners  
Chairperson, Ladies and Gentlemen:

WHEREAS the Office of National Drug Control Policy (ONDCP) has awarded the Michigan State Police funding for the Oakland County Narcotics Enforcement Team (NET) initiative as part of the 2020 High Intensity Drug Trafficking Areas (HIDTA) Grant Program; and

WHEREAS the total grant award is \$140,000 with no county match required; and

WHEREAS the grant funding period is January 1, 2020 through December 31, 2020; and

WHEREAS the grant award will allow partial funding for overtime reimbursement of NET Investigators in the amount of \$117,000; and

WHEREAS the grant award will allow for purchase of communications services in the amount of \$23,000; and

WHEREAS Oakland County will issue subrecipient agreements to reimburse partial overtime for investigations to the local units of government that are part of the Narcotics Enforcement Team; and  
WHEREAS the grant agreement has completed the Grant Review Process in accordance with Miscellaneous Resolution #19006.

NOW THEREFORE BE IT RESOLVED that the Oakland County Board of Commissioners accepts the 2020 High Intensity Drug Trafficking Areas (HIDTA) Grant award, for the period January 1, 2020 through December 31, 2020, in the amount of \$140,000.

BE IT FURTHER RESOLVED that the Oakland County Board of Commissioners approves the attached 2020 High Intensity Drug Trafficking Areas (HIDTA) Grant Subrecipient Agreement and authorizes its Chairperson to execute this agreement with the following local units of government:

City of Auburn Hills – Auburn Hills Police Department

City of Birmingham – Birmingham Police Department

City of Farmington – Farmington Department of Public Safety

City of Farmington Hills – Farmington Hills Police Department

City of Ferndale – Ferndale Police Department

City of Hazel Park – Hazel Park Police Department

City of Madison Heights – Madison Heights Police Department

City of Pontiac – Oakland County Sheriff's Office (OCSO) Pontiac Substation

City of Rochester – Rochester Police Department

City of Rochester Hills – OCSO Rochester Hills Substation

City of Royal Oak – Royal Oak Police Department

City of Troy – Troy Police Department

Bloomfield Township – Bloomfield Township Police Department

Commerce Township – OCSO Commerce Township Substation

Waterford Township – Waterford Township Police Department

West Bloomfield Township – West Bloomfield Township Police Department

Village of Franklin – Franklin Village Police Department

BE IT FURTHER RESOLVED that the Chairperson of the Board of Commissioners is authorized to execute the grant award and to approve any grant extensions or changes, within fifteen percent (15%) of the original award, which are consistent with the original award as approved.

BE IT FURTHER RESOLVED that acceptance of this grant does not obligate the County to any future commitment and continuation of this program is contingent upon continued future levels of grant funding.

BE IT FURTHER RESOLVED that the FY 2020 budget is amended as follows:

**HEALTH, SAFETY AND HUMAN SERVICES COMMITTEE VOTE:**

Motion carried unanimously on a roll call vote with Miller absent.

GENERAL FUND (#10100)

Grant: 100000003086 Budget Ref. 2020 Activity: GLB; Analysis: GLB

FY 2020

Revenue

4030901-110090-610313	Federal Operating Grants	\$140,000
	Total Revenue	<u>\$140,000</u>

Expenditures

4030901-110090-712020	Overtime	\$ 48,750
4030901-110090-730324	Communications	23,000
4030901-110090-731465	Program	<u>68,250</u>
	Total Expenditures	<u>\$140,000</u>

Chairperson, on behalf of the Health, Safety and Human Services Committee, I move adoption of the foregoing resolution.



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Commissioner Penny Luebs, District #16  
Chairperson, Health, Safety and Human  
Services Committee

## **GRANT REVIEW SIGN-OFF – Sheriff's Office**

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**GRANT NAME:** 2020 High Intensity Drug Trafficking Areas (HIDTA) Grant

**FUNDING AGENCY:** Office of National Drug Control Policy as sub-recipient of Michigan State Police

**DEPARTMENT CONTACT:** Tammy Feole/(248) 858-2866

**STATUS:** Grant Acceptance (Greater than \$10,000)

**DATE:** 6/11/20

Please be advised the captioned grant materials have completed internal grant review. Below are the returned comments.

The Board of Commissioners' liaison committee resolution and grant acceptance package (which should include this sign-off and the grant agreement/contract with related documentation) may be requested to be placed on the agenda(s) of the appropriate Board of Commissioners' committee(s) for grant acceptance by Board resolution.

### **DEPARTMENT REVIEW**

**Management and Budget:**

Approved by M & B.

The draft resolution will need to be updated with the budgetary impact statement and any required budget amendments.  
– Lynn Sonkiss (6/10/20)

**Human Resources:**

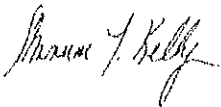

HR Approved – No HR Implications – Lori Taylor (6/8/20)

**Risk Management:**

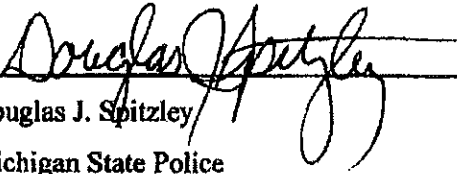
Approved by Risk Management. – Robert Erlenbeck (6/8/20)

**Corporation Counsel:**

There are no legal issues with the grant documents. – Sharon Kessler (6/9/20)

Executive Office of the President Office of National Drug Control Policy	Grant Agreement	
1. Recipient Name and Address Douglas J. Spitzley Michigan State Police <del>333 S. Grand Avenue</del> PO Box 30634 Lansing, MI 48909-0634	4. Award Number (FAIN): G20SM0002A	
2. Total Amount of the Federal Funds Obligated: \$2,278,499	5. Period of Performance: From 01/01/2020 to 12/31/2021	7. Action: Initial
2A. Budget Approved by the Federal Awarding Agency \$2,278,499	8. Supplement Number	
3. CFDA Name and Number: <i>High Intensity Drug Trafficking Areas Program - 95.001</i>	9. Previous Award Amount:	
3A. Project Description  <i>High Intensity Drug Trafficking Areas (HIDTA) Program</i>	10. Amount of Federal Funds Obligated by this Action: \$2,278,499.00	11. Total Amount of Federal Award: \$2,278,499.00
12. This Grant is non-R&D and approved subject to such conditions or limitations as are set forth on the attached pages.		
13. Statutory Authority for Grant: <i>Public Law 116-93</i>		
14. Typed Name and Title of Approving Official Shannon Kelly  National HIDTA Director Office of National Drug Control Policy	15. Typed Name and Title of Authorized Official <i>Chief Accountant Manager</i> Douglas J. Spitzley  Michigan State Police	
16. Signature of Approving ONDCP Official 	17. Signature of Authorized Recipient/Date  3/2/20	
18. Accounting Classification Code DUNS: 805340247 EIN: 1386000134K1	19. HIDTA AWARD <i>OND1070DB2021XX OND6113</i> <i>OND2000000000 OC 410001</i>	

**RECIPIENT ACCEPTANCE OF GRANT CONDITIONS**

  
\_\_\_\_\_  
Douglas J. Spitzley  
Michigan State Police

Date: 3/2/20

NET  
FY 2020 Budget  
Total

Michigan HIDTA  
Budget Expenditures

	Name/Position	Annual Salary	Percent of Time		Subtotal	Total	Expenditure	Balance
<b>A. Personnel</b>						\$0.00	\$0.00	\$0.00
<b>B. Fringe Benefits</b>						\$0.00	\$0.00	\$0.00
<b>C. Overtime</b>						\$117,000.00	\$0.00	\$117,000.00
	Purpose	Annual Amount			Subtotal	Total	Expenditure	Balance
<b>D. Travel</b>						\$0.00	\$0.00	\$0.00
	Description		No. of Months	Monthly Rate	Subtotal	Total	Expenditure	Balance
<b>E. Facilities</b>						\$0.00	\$0.00	\$0.00
	Description	Quantity	No. of Months	Monthly Rate	Subtotal	Total	Expenditure	Balance
<b>F. Services</b>						\$23,000.00	\$0.00	\$23,000.00
<b>G. Equipment</b>						\$0.00	\$0.00	\$0.00
<b>H. Supplies</b>						\$0.00	\$0.00	\$0.00
<b>I. Other Costs</b>						\$0.00	\$0.00	\$0.00
<b>TOTAL :</b>						<b>\$140,000.00</b>		

Total Amount Budgeted    \$140,000.00  
Expenditures : 6/4/2020    \$0.00  
Remaining Balance        \$140,000.00







**PROGRAM YEAR 2020  
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)  
SUBRECIPIENT AGREEMENT BETWEEN  
THE COUNTY OF OAKLAND AND [Municipality]  
Data Universal Numbering System (DUNS) #: []**

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This Agreement is made between Oakland County, a Constitutional Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 ("County") and [Municipality], [Address], a Michigan Municipal Corporation ("Municipality"). The County and Municipality shall be collectively referred to as the "Parties."

**PURPOSE OF AGREEMENT.**

The Parties enter into this Agreement for the purpose of delineating their relationship and responsibilities regarding the County's use of Grant funds (defined below) to reimburse the Municipality for overtime expenses that it incurred related to its participation in the Oakland County Narcotic Enforcement Team ("N.E.T."), a multijurisdictional drug enforcement task force under the direction and supervision of the Oakland County Sheriff's Office ("OCSO").

Under the Parties' separate N.E.T. agreement, the Municipality is responsible for providing a full-time employee for participation in N.E.T. and for all costs associated with that employment, including overtime.

The County, as the legal entity that administers N.E.T., submitted an Initiative Description and Budget Proposal (Exhibit A) to the Executive Board for Michigan HIDTA requesting the United States Office of National Drug Control Policy ("ONDCP") to grant N.E.T. an award of \$117,000.00 for program year (PY) 2020 to reimburse N.E.T. participating agencies for eligible law enforcement officer overtime. PY 2020 begins January 1, 2020 and ends December 31, 2020.

If ONDCP grants N.E.T. an award for PY 2020, the ONDCP disburses the HIDTA grant funds to the Michigan State Police ("MSP"). To receive the Grant funds for overtime costs, N.E.T. must submit requests for reimbursement with the required supporting documentation to Michigan HIDTA. If Michigan HIDTA approves the N.E.T. overtime reimbursement requests, the MSP should distribute the Grant funds to County on behalf of N.E.T. The County has the authority to allocate a portion of the Grant funds to reimburse the Municipality for qualifying overtime costs subject to the terms and conditions of this Agreement.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **DEFINITIONS.** The following terms, whether used in the singular or plural, within or without quotation marks, or possessive or nonpossessive, shall be defined, read, and interpreted as follows.

- 1.1. **Claim** means any alleged loss, claim, complaint, demand for relief or damages, cause of action, proceeding, judgment, deficiency, liability, penalty, fine, litigation, costs, and/or expenses, including, but not limited to, reimbursement for attorney fees, witness fees, court costs, investigation expenses, litigation expenses, and amounts paid in settlement, which are imposed on, incurred by, or asserted against the County or Municipality, or the County's or Municipality's agents or employees, whether such claim is brought in law or equity, tort, contract, or otherwise.
- 1.2. **Grant funds** mean the funds that may be awarded to the County and the other participating agencies in N.E.T. pursuant to Michigan HIDTA Initiative Description and Budget Proposal Version 2020 (Exhibit A) submitted to Michigan HIDTA by County on behalf of itself and the other participating agencies in N.E.T.

2. **EXHIBITS.** The Exhibits listed below are incorporated and are part of this Agreement.

- 2.1. **Exhibit A** – Michigan HIDTA Initiative Description and Budget Proposal Version 2020.
- 2.2. **Exhibit B** - Template Request for HIDTA Overtime Reimbursement (Locals to County).
- 2.3. **Exhibit C** – Sample letter regarding notification of current overtime pay rate.
- 2.4. **Exhibit D** – Sample overtime slip, signed by the officer's supervisor that supports each Request for HIDTA Overtime Reimbursement.
- 2.5. **Exhibit E** – Sample paystub or payroll report that supports each Request for HIDTA Overtime Reimbursement.

3. **FEDERAL AWARD PROJECT DESCRIPTION.**

- 3.1. Catalog of Federal Domestic Assistance (“CFDA”) #: 95.001
- 3.2. Federal Awarding Agency: United States Office of National Drug Control Policy (“ONDCP”)
- 3.3. Program: High Intensity Drug Trafficking Areas (HIDTA)
  - 3.3.1. HIDTA Objective: To reduce drug trafficking and drug production in the United States by: (A) facilitating cooperation among Federal, State, local, and tribal law enforcement agencies to share information and implement coordinated enforcement activities; (B) enhancing law enforcement intelligence sharing among Federal, State, local, and tribal law enforcement agencies; (C) providing reliable law enforcement intelligence to law enforcement agencies needed to design effective enforcement strategies and operations; and (D) supporting coordinated law enforcement strategies which maximize use of available resources to reduce the supply of illegal drugs in designated areas and in the United States as a whole.
- 3.4. Period of Performance: January 1, 2020 through December 31, 2020.

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AND  
[Municipality]

- 3.5. The Federal Award Identification Number (FAIN) is provided in the HIDTA Grant Agreement between ONDCP and MSP, which is incorporated into this Agreement by reference.

#### **4. USE OF HIDTA FUNDS.**

- 4.1. The total amount of the federal award for overtime costs committed to the Municipality and obligated by this action by the County to the Municipality is not to exceed **\$4,875.00** for each participating law enforcement officer. That amount is based on the number of N.E.T participating agencies and eligible law enforcement officers at the time this Agreement was executed by both Parties. If the number of N.E.T participating agencies and/or eligible law enforcement officers changes during the term of this Agreement, the total amount of the federal award for overtime costs committed to the Municipality and obligated by this action by the County to the Municipality amount may change as funds are available on a pro rata basis. Such commitment and obligation for overtime costs is contingent upon the ONDCP awarding the Grant funds to N.E.T and the MSP reimbursing the County.
- 4.2. The County will reimburse the Municipality up to **\$4,875.00** for each participating law enforcement officer for qualifying N.E.T.-related overtime. That amount is based on the number of N.E.T participating agencies and eligible law enforcement officers at the time this Agreement was executed by both Parties. If the number of N.E.T participating agencies and/or eligible law enforcement officers changes during the term of this Agreement, the maximum reimbursement amount may change as funds are available on a pro rata basis. Such reimbursement shall only be made after the supporting documentation is submitted by the Municipality and approved by the County, as described in Paragraph 5.1. Such reimbursement is contingent upon the ONDCP awarding the grant funds to N.E.T and the MSP reimbursing the County.
- 4.2.1. HIDTA funds shall be used to pay overtime only if the overtime was performed in support of a HIDTA-designated Enforcement initiative or Intelligence and information Sharing Initiative. HIDTA funds shall not be used to pay overtime related to training attendance, financial management, drug treatment, drug demand reduction or prevention, or non-investigative related administrative work.
- 4.2.2. No HIDTA funds shall be used to supplant the Municipality's funds that would otherwise be made available for the same purposes.
- 4.3. There is no research and development performed pursuant to this Agreement.
- 4.4. No indirect costs shall be charged or reimbursed under performance of this Agreement.

#### **5. REIMBURSEMENT OF ELIGIBLE NET OVERTIME.**

- 5.1. To request reimbursement for eligible N.E.T. overtime costs, the Municipality shall submit to the County the documentation described in the following subparagraphs no later than thirty (30) days after PY 2020 has expired. If the County, in its sole discretion, determines that the

documentation submitted by the Municipality does not reconcile, then the Municipality shall provide any additional documentation requested by the County in order to process payment.

- 5.1.1. A fully completed and signed Request for HIDTA Overtime Reimbursement attached as Exhibit B.
- 5.1.2. A letter substantively similar to the sample letter regarding notification of current overtime pay rate attached as Exhibit C.
- 5.1.3. Overtime slips, signed by the officer's supervisor, that support each Request for HIDTA Overtime Reimbursement. The overtime slips shall be substantively similar to the sample overtime slip attached as Exhibit D.
- 5.1.4. The paystub or payroll report that supports each Request for HIDTA Overtime Reimbursement. The paystub or payroll report shall be substantively similar to the sample paystub attached as Exhibit E.
- 5.2. County will only reimburse Municipality for approved overtime costs after County has received the Grant funds from MSP for that particular reimbursement request.

## **6. GENERAL COMPLIANCE.**

- 6.1. The Municipality shall comply with to 28 C.F.R. Part 69 (New Restrictions on Lobbying) and 2 C.F.R. Part 25 (Universal Identifier and System of Award Management).
- 6.2. The Municipality shall comply with the Government-wide Suspension and Debarment provision set forth at 2 CFR Part 180.
- 6.3. The Municipality shall perform all activities in accordance with The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200 (the "Part 200 Uniform Requirements"), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. Part 3603. For this award, the Part 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.
- 6.4. The Municipality shall comply with ONDCP's HIDTA Program Policy and Budget Guidance, all other applicable Federal, state, and local laws and regulations, and the terms and conditions contained in this Agreement.
- 6.5. The Municipality shall comply with all applicable requirements for subrecipients that are provided in the HIDTA Grant Agreement between ONDCP and MSP. The HIDTA Grant Agreement between ONDCP and MSP will be provided to the Municipality within a reasonable time after the County receives a copy of it.
- 6.6. As specified in the HIDTA Program Policy and Budget Guidance, the Municipality must:

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AND  
[Municipality]

- 6.6.1. Establish and maintain effective internal controls over the Federal award that provides reasonable assurance that Federal award funds are managed in compliance with Federal statutes, regulations and award terms and conditions. These internal controls should be in compliance with the guidance in "Standards for Internal Control in the Federal Government," issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- 6.6.2. Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.
- 6.6.3. Evaluate and monitor compliance with applicable statute and regulations, and the terms and conditions of the Federal award.
- 6.6.4. Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.
- 6.6.5. Take reasonable measures to safeguard protected personally identified information (PII) and other information ONDCP or the Municipality designates consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.

## **7. FINANCIAL ACCOUNTABILITY AND AUDIT REQUIREMENTS.**

- 7.1. The Municipality shall maintain standards of financial accountability that conform to 2 C.F.R. §200.302 (Financial Management) and 2 C.F.R. §200.303 (Internal Controls).
- 7.2. The Municipality shall comply with audit requirements contained in 2 C.F.R. Part 200, Subpart F, which requires the Municipality to have an annual audit conducted within nine (9) months of the end of their fiscal year, if the Municipality has an aggregate expenditure of more than \$750,000 in federal funds in a fiscal year. Any deficiencies noted in audit reports must be fully cleared by the Municipality within thirty (30) days after receipt of same. The Grant funds spent by the County on behalf of the Municipality for training expenses shall be included on the Schedule of Expenditures of Federal Awards if the Municipality is required to have a single audit performed. Municipalities that are exempt from the Single Audit requirements that receive less than \$750,000 of total Federal funding must submit a Financial Statement Audit prepared in accordance with Generally Accepted Auditing Standards ("GAAS") if the audit includes disclosures that may negatively impact the HIDTA program including, but not limited to fraud, financial misstatements, and violations of any contract or grant provisions. The County shall have the right to review and audit all records of the Municipality pertaining to any payment by the County.

## **8. CONFLICT OF INTEREST.**

- 8.1. The Municipality shall comply with the following ONDCP conflict of interest policies:

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[Municipality]

8.1.1. As a non-Federal entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of subawards and contracts.

8.1.2. None of your employees may participate in the selection, award, or administration of a subaward or contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a subaward or contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or contractors or parties to subawards or contracts.

8.1.3. If you have a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, you must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a sub-award or procurement action involving a related organization.

## **9. MANDATORY DISCLOSURE.**

9.1. As a non-Federal entity, the Municipality must disclose, in a timely manner, in writing to ONDCP all violations of Federal criminal law involving fraud, bribery or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award that includes the term and condition outlined in 200 CFR Part 200, Appendix XII "Award Term and Condition for Recipient Integrity and Performance Matters," are required to report certain civil, criminal, or administrative proceedings to System for Award Management (SAM). Failure to make required disclosures can result in remedies such as: temporary withholding of payments pending correction of the deficiency, disallowance of all or part of the costs associated with noncompliance, suspension, termination of award, debarment, or other legally available remedies outlined in 2 CFR 200.338 "Remedies for Noncompliance".

## **10. RECORD RETENTION.**

10.1. The Municipality shall comply with the record retention provisions of 2 C.F.R. 200.333 (Retention requirements for records).

10.2. The Municipality should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine readable formats rather than in closed formats or on paper in accordance with 2 C.F.R. 200.335 (Methods for collection, transmission and storage of information).

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**11. ACCESS TO RECORDS.**

- 11.1. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the County, or any of their authorized representatives, have the right of access to any documents, papers, or other records of the Municipal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Municipality's personnel for the purpose of interview and discussion related to such documents. The right of access to the Municipality's records is not limited to the required retention period but last as long as the records are retained.
- 11.2. The Municipality shall permit the County and auditors to have access to the Municipality's records and financial statements as necessary for the County to meet the requirements of 2 C.F.R. Part 200.

**12. TERM.**

- 12.1. This Agreement and any amendments hereto shall be effective when executed by both Parties with concurrent resolutions passed by the governing bodies of each Party, and when the Agreement is filed according to MCL 124.510. The approval and terms of this Agreement and any amendments hereto shall be entered in the official minutes of the governing bodies of each Party. This Agreement shall end on December 31, 2020.

**13. ASSURANCES.**

- 13.1. Each Party shall be responsible for its own acts and the acts of its employees and agents, the costs associated with those acts, and the defense of those acts.
- 13.2. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.
- 13.3. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, laws, and requirements applicable to its activities performed under this Agreement.

**14. TERMINATION OF AGREEMENT.**

- 14.1. This Agreement may be terminated in whole or in part as follows:
  - 14.1.1. by the County, if the Municipality fails to comply with the terms and conditions of this Agreement;
  - 14.1.2. by the County for cause;

- 14.1.3. by the County with the consent of the Municipality, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
  - 14.1.4. by the Municipality upon sending to the County written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the County determines in the case of partial termination that the reduced or modified portion of the subaward will not accomplish the purpose for which this Agreement was made, the County may terminate the Agreement in its entirety.
- 14.2. The County must provide to the Municipality a notice of termination. Written suspension or notice of termination will be sent to the Municipality's business address. If this Agreement is terminated or partially terminated, both the County and the Municipality remain responsible for compliance with the requirements at 2 CFR 200.343 Closeout and 2 CFR 200.344 Post-closeout Adjustments and Continuing Responsibilities.

**15. CLOSEOUT.**

- 15.1. The County shall close-out this Agreement when it determines that all applicable administrative actions and all required work under this Agreement have been completed by Municipality.
- 15.2. The Municipality shall comply with the closeout provisions of 2 C.F.R. 200.343 (Closeout).

**16. POST-CLOSEOUT ADJUSTMENTS AND CONTINUING RESPONSIBILITIES.**

- 16.1. The closeout of this Agreement does not affect any of the following:
  - 16.1.1. The right of County to disallow costs and recover funds on the basis of a later audit or other review. The County must make any cost disallowance determination and notify the Municipality within the record retention period;
  - 16.1.2. The obligation of the Municipality to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments;
  - 16.1.3. Audit requirements in Subpart F—Audit Requirements of 2 C.F.R. Part 200.
  - 16.1.4. Records retention as required in Subpart D—Post Federal Award Requirements of this part, §200.333 Retention requirements for records through §200.337 Restrictions on public access to records.

**17. REMEDIES FOR NONCOMPLIANCE.**

- 17.1. If the Municipality fails to comply with federal statutes, regulations, or the terms and conditions of this Agreement, the County may impose additional conditions, as described in 2 CFR §200.207 Specific Conditions. If the County determines that noncompliance cannot be



remedied by imposing additional conditions, the County may take one or more of the following actions, as appropriate in the circumstances:

- 17.1.1. temporarily withhold cash payments pending correction of the deficiency by the Municipality or more severe enforcement action by the County;
- 17.1.2. disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
- 17.1.3. wholly or partly suspend or terminate the Agreement;
- 17.1.4. recommend that the Federal awarding agency initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations;
- 17.1.5. withhold further funds for the project or program;
- 17.1.6. take other remedies that may be legally available.

**18. NO THIRD-PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right, in favor of any other person or entity.

**19. DISCRIMINATION.** The Parties shall not discriminate against their employees, agents, applicants for employment, or another persons or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.

**20. PERMITS AND LICENSES.** Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations necessary to carry out its obligations and duties pursuant to this Agreement.

**21. RESERVATION OF RIGHTS.** This Agreement does not, and is not intended to waive, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties.

**22. DELEGATION/SUBCONTRACT/ASSIGNMENT.** Neither Party shall delegate, subcontract, and/or assign any obligations or rights under this Agreement without the prior written consent of the other Party.

**23. NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement.

No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

**24. SEVERABILITY.** If a court of competent jurisdiction finds a term, or condition, of this Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.

**25. CAPTIONS.** The section and subsection numbers and captions in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers and captions shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.

**26. NOTICES.** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

26.1. If Notice is sent to the County, it shall be addressed and sent to: Oakland County Board of Commissioners Chairperson, 1200 North Telegraph, Pontiac, Michigan 48341, with a copy to Oakland County Sheriff's Office, Sheriff Fiscal Officer, 1200 N. Telegraph, Bldg. 38E, Pontiac, Michigan 48341.

26.2. If Notice is sent to the Political Subdivision, it shall be addressed to: [Municipality]

26.3. Either Party may change the address and/or individual to which Notice is sent by notifying the other Party in writing of the change.

**27. CONTACT INFORMATION.**

<b><u>County of Oakland</u></b> Lieutenant Brent Miles Investigative & Forensic Services Division Narcotics Enforcement Team Office: 248-858-1722 Fax: 248-858-1754 Email: <a href="mailto:milesbr@oakgov.com">milesbr@oakgov.com</a>	<b><u>[Municipality]</u></b>
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**28. GOVERNING LAW.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan, without regard to Michigan's conflict of laws provisions.

2020 HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) GRANT  
SUBRECIPIENT AGREEMENT BETWEEN  
OAKLAND COUNTY  
AND  
[Municipality]

**29. AGREEMENT MODIFICATIONS OR AMENDMENTS.** Any modifications, amendments, rescissions, waivers, or releases to this Agreement must be in writing and executed by both Parties.

**30. ENTIRE AGREEMENT.** This Agreement represents the entire agreement and understanding between the Parties. This Agreement supersedes all other oral or written agreements between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

**IN WITNESS WHEREOF,** David T. Woodward, Chairperson, Oakland County Board of Commissioners, acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners, a certified copy of which is attached, to execute this Agreement, and hereby accepts and binds the County to the terms and conditions of this Agreement.

EXECUTED: \_\_\_\_\_  
David T. Woodward, Chairperson  
Oakland County Board of Commissioners

DATE: \_\_\_\_\_

WITNESSED: \_\_\_\_\_  
Printed Name:  
Title:

DATE: \_\_\_\_\_

**IN WITNESS WHEREOF,** \_\_\_\_\_, acknowledges that he/she has been authorized by a resolution of the Municipality's governing body, a certified copy of which is attached, to execute this Agreement, and hereby accepts and binds the Municipality to the terms and conditions of this Agreement.

EXECUTED: \_\_\_\_\_  
Printed Name:  
Title:

DATE: \_\_\_\_\_

WITNESSED: \_\_\_\_\_  
Printed Name:  
Title:

DATE: \_\_\_\_\_



Michigan HIDTA

Initiative Description and Budget Proposal

All Initiatives which seek HIDTA funding must complete this proposal and return to Michigan HIDTA via e-mail by the announced deadline. Completion of all sections of this proposal is required. The Office of National Drug Control Policy examines these submissions very closely. Your proposal must be clear, concise and complete. **A complete proposal consists of this form AND the Michigan HIDTA FMS Budget Sheet.**

Program Year:  Initiative Title:

Submitter's Rank/Name:  Submitter's Telephone #:

Submitter's E-mail Address:

**SECTION 1: INITIATIVES**

Level of Activity - Check all that apply

- Local DTO Focus     Multi-State DTO Focus     International DTO Focus     Interdiction Focus

Does this Initiative Routinely Provide Information to the HIDTA Investigative Support Center (ISDC)?

- YES     NO

**SECTION 2: PROFILE**

Initiative Description

Enter Lead Agency:

Enter Location of Initiative (City):

Check All That Apply

- Initiative is Collocated with other HIDTA Initiatives
- Initiative is Staffed with Full-Time Federal and Full-Time State/Local Personnel
- Full-Time Members of Initiative are Collocated and Commingled with Federal and State/Local Personnel

## Initiative Description and Budget Proposal Instructions

Enter your initiative description and budget detail in the text box on the following page. The text box is not character limited, nor is it limited to the visible field on the page. It works best to compose the narrative in Word and copy into the text field on the following page. Please use narrative only to complete this section. The PMP software will not accept graphs, tables, charts, images, etc.

The narrative section is intended to describe the mission and proposed activities for your initiative (dismantling DTOs, meth labs, interdicting drugs/money, apprehending fugitives, etc.) and detail your initiative's funding request. This description should indicate when the initiative was first funded by HIDTA.

Your narrative must be clear, concise and complete. Do not include a long narrative detailing the history or accomplishments of your initiative. Please **limit** your initiative description to several short paragraphs.

The first paragraph should clearly **identify the threat** (drug problem, violent crime, money laundering) in your area. ONDCP expects detailed information regarding the threat in the **HIDTA county/counties which your initiative serves**. Describe the types of drugs being trafficked, the presence/activities of gangs and drug-related violent crime. Include information on DTOs and MLOs operating in your area. **DO NOT** use specific names/addresses for any organizations or provide any information which is law enforcement sensitive or classified. Referring to the Michigan HIDTA Annual Threat Assessment/Drug Market Analysis is essential when describing the threat in your region.

In the next paragraph **discuss your plan to attack the threat** in your region. Describe your initiative and detail your plan to address the specific threats/problems in your area and achieve your performance targets. If your initiative consists of multiple teams, explain how each team's activities attack the drug threat in your HIDTA county. Detail how you will work more efficiently and effectively by conducting intelligence-driven investigations and sharing information (leads).

The next paragraph(s) should **present your budget request**. Remember that HIDTA funding is added-value funding and cannot be used to supplant normal operating budget items. Each budget line item (overtime, equipment, supplies, vehicles, phones, services, etc.) must be detailed in narrative form, specifying the amount requested and how each line item amount will be utilized. It is important to relate why each line item is needed and how it fits into your plan to attack the threat in your region and attain your performance targets. Provide a clear, concise and complete explanation of all items in your budget request. The budget narrative will be reviewed by the Michigan HIDTA Steering Committee and Executive Board before being sent to ONDCP for review and approval.

ONDCP closely examines **vehicle expenditures**. Lease costs and other vehicle-related expenses must be detailed. Ensure the number of vehicles and expenses match the number of eligible officers in your initiative. Examples: *"6 vehicles @ \$500/month x 12 months = \$36,000; Gasoline Expense, 6 officers @ \$200/month x 12 months = \$14,400 .*

ONDCP also scrutinizes **overtime expenses**. Ensure these expenses line-up with eligible officers in your initiative. ONDCP caps overtime for individual officers at \$9,500 annually. The Michigan HIDTA limits the cap to \$6,500 per officer annually. Each initiative is required to maintain documentation/spreadsheet to ensure these limits are not exceeded. Example: *10 task force officers x \$3,000/annually = \$30,000 annual overtime.*

**PLEASE NOTE:** Equipment vs. Supplies - There has been a change in how these items are categorized. All items purchased for \$5,000 or more per item are categorized as Equipment. All items purchased for \$4,999 or less per item are categorized as Supplies.

**Equipment expenses** must be detailed. Provide specifics for what will be purchased, the cost, and how it relates to your plan to address the threat. Example: *10 ballistic shields @ \$6,000 each = \$60,000.*

**Supplies expenses** must be detailed. Provide specifics for what will be purchased, the cost, and how it relates to your plan to address the threat. Example: *12 laptop computers @ \$1,000 each = \$12,000.*

**Service expenses** must also be detailed. Example: *Monthly cell phone service for 12 officers @ \$100/monthly x 12 months = \$14,400.*

The total of all items must match the total entered in the **"Total Dollar Amount Requested"** field at the top of the next page.

**A complete proposal consists of this form AND the Michigan HIDTA FMS Budget Sheet.**

**Enter Initiative Description and Budget Proposal Detail Below**

**Total Dollar Amount Requested:** \$140,000.00

The Oakland County Narcotic Enforcement Team (NET) is a multi-jurisdictional task force which is designed to integrate federal law enforcement agencies for the purpose of identifying, investigating, and prosecuting violators of state and federal narcotic laws. The task force NET was formed in 1971 and is currently directed by the Oakland County Sheriff's Office.

NET is now comprised of fourteen local police departments, and is partnered with the DEA, Oakland County Prosecutors Office and IRS. NET drives its mission by dividing its resources into four investigative teams. Three of the teams are considered street level crews that make undercover cases against street level dealers. These crews are loosely divided up by four quadrants of Oakland County. These teams make the majority of arrests and seizures of street level dealers throughout Oakland County. The fourth team is dedicated to interdiction style cases and street level heroin / fentanyl cases. NET also commits two full time officers to the DEA. It is NET's belief that the interchanging of task force officers results in a highly efficient exchange of intelligence and maximum efforts applied to DTO prosecutions.

Oakland County is a highly diversified county in that it has urban areas like the city of Pontiac and several cities that border the 8 Mile corridor. Pontiac has one of the highest crime rates in America when you compare it with other communities of similar size. Oakland County also consists of a high concentration of suburbs and rural northern areas. The population of Oakland County is about 1,200,000 with a very wide range of medium family incomes. Oakland County's drug threat appears to be a mirror image of the Michigan HIDTA's drug threat assessment. Heroin mixed with fentanyl are hitting the street at a very alarming rate and cocaine usage is on the rise at an alarming rate. Heroin and fentanyl are the leading cause of over dose related deaths. Cocaine and crack are still readily available anywhere throughout the County, although the street level price appears to be increasing. Marijuana appears to be the number one available drug throughout the County.

Oakland County borders the city of Detroit and is directly south of the city of Flint with I-75 being the major freeway connecting the three cities.

Large scale DTO's commute between these three cities on a regular basis not being restricted by borders or geographic locations. It is a common practice for drug traffickers to distribute narcotics using I-75, I-96 and I-94 as gateways to our communities. Oakland County appears to be made up of several local DTO's and criminal groups that distribute illegal drugs to users. These criminal groups are supplied by interstate and international DTO's.

The Oakland County NET task force is responding to these evolving drug trends by committing resources to a specialized street crew for heroin enforcement. NET investigators are also monitoring doctors and pain clinics selling directly to users. The Oakland County NET task force also has street crews that initiate investigations into low level and mid level Criminal Groups and DTOs. The investigators utilize informants to make hand to hand purchases from these organizations. This type of case is highly successful in prosecution. The investigators also use informants to conduct drug buys and to provide intelligence information that results in the identification, disruption, and dismantling of local DTO's and criminal groups. NET also has a Conspiracy Unit which primarily investigates mid level and upper level PTOs and DTOs. The Conspiracy Unit uses intelligence information from the street crews that identifies interstate and international DTO's. The Conspiracy Unit conducts surveillance of the DTOs and documents there patterns and interactions within the DTO and possible relationship with other DTOs. The Conspiracy Unit uses informants and other sources of information to execute search warrants, arrest warrants in order to disrupt or dismantle the organization. If the DTO is identified as a multi state or international organization then this intelligence is passed on to the DEA for investigation and federal prosecution. The NET unit assigns two investigators to two DEA groups. This



**Predicting Expected Outputs:** When developing your expected outputs for the Program Year, please ensure you take into consideration your past 2-3 year performance averages. ONDCP frequently refers to these averages when evaluating future performance target numbers.

### SECTION 3: DTOs

#### DTO Expected Outputs:

Predict the number of DTOs and MLOs you expect to disrupt and/or dismantle during the Program Year. Your performance targets should be aggressive but reasonably attainable, considering expected staffing and funding. Remember that your initiative's performance is compared to how successfully it attained its predicted totals. Please note Initiative's performance is not compared to the performance of other initiatives. Include pertinent notes in the Notes/Additional Information box.

**DISRUPTED** Defined

**DISMANTLED** Defined

Enter Number of **DTOs** Expected to be Disrupted or Dismantled This Program Year:

Notes/Additional Information:

Enter Number of **MLOs** Expected to be Disrupted or Dismantled This Program Year:

Notes/Additional Information:

### SECTION 4: CLANDESTINE LABS

Predict the number of each of the following items which you expect to seize during the Program Year. Include pertinent notes in the Notes/Additional Information box.

Enter the Number of Lab Dump Sites Expected to be Seized

Enter the Number of Chemical/Glassware/Equipment Expected to be Seized

Enter the Number of Children Expected to be Affected

Enter the Number of **Meth Labs** Expected to be Dismantled

Enter the Number of **Other Clan Labs** (Production/Conversion) Expected to be Dismantled

Notes/Additional Information:



## SECTION 5: ACTIVITIES

**Predict the number of each of the following items for the Program Year. Include pertinent notes in the Notes/Additional Information box.**

### New HIDTA Cases:

Enter the Number of New HIDTA Initiative Cases Expected to be Opened This Program Year:

Notes/Additional Information:

### Case Support:

Enter the Number of Cases Expected to be Provided Analytical Support This Program Year:

Refer to definition of Analytical Support (AS). Project only number of cases which will receive AS from an analyst embedded with your TF or the DSEMIIC/MIOC. Do not include cases which will receive AS from an analyst seated at the HIDTA. A case can be reported receiving AS only ***ONCE IN A CALENDAR YEAR*** but can be counted each calendar year it receives AS. Project the number of separate cases to receive AS in the year, not the number of times AS is received on all cases. ***Important: Remember to submit a completed survey with your quarterly report for each case receiving AS.***

Enter the Number of Event Deconflictions Expected to be Submitted This Program Year:

Enter the Number of Case Matching Requests Expected to be Submitted This Program Year:

Notes/Additional Information:

## SECTION 6: FUGITIVES

Predict the number of fugitives you expect to apprehend for the Program Year. A *Fugitive* is defined as an apprehension made pursuant to some type of court-issued pick-up order, such as an arrest warrant, a writ, etc. An *Arrest* is defined as any apprehension made absent any type of court-issued pick-up order, primarily arrests made on probable cause. Initiative plans to make *Arrests* during the year are indicated by selecting *Arrests* from the *Other Outputs* pick list in Section 7.

Enter the Number of Fugitives Expected to be Arrested This Program Year:

Notes/Additional Information:





**Michigan HIDTA**  
Request for HIDTA Overtime Reimbursement  
ONE FORM PER OFFICER

**Exhibit B**  
Michigan HIDTA  
Mary Szymanski - Financial Manager  
FAX: 248.356.6513  
mszymanski@mi.hidta.net

**REGULAR OVERTIME**

OFFICER'S NAME AND RANK

HOME DEPARTMENT NAME

PHONE NUMBER

MAILING ADDRESS

FEDERAL TAX ID OR MSP INDEX/PCA

REQUESTING OFFICER IS REQUIRED TO TYPE HIS/HER NAME IN THE BLUE BORDERED BOX BELOW. By typing my name in the box below, I certify that this overtime was incurred pursuant to HIDTA-related investigations on the dates and in the amounts listed.

APPROVING TASK FORCE COMMANDER IS REQUIRED TO TYPE HIS/HER NAME IN THE RED BORDERED BOX BELOW: By typing my name in the box below, I certify I received this overtime request from the Requesting Officer, and have reviewed and approved after determining it to be in compliance with ONDCP Program Policy as previously provided to me.

ITEM #	COMPLAINT #	DATE OT WORKED	# OT HOURS WORKED	OT HOURLY RATE	TOTAL ENTRY COST	LOCATION: Address, City/Township/County
<b>OVERTIME APPROVED FOR STATE/LOCAL OFFICERS ONLY. LIMIT PER OFFICER IS \$8,000 ANNUALLY AS PER MICHIGAN HIDTA PROGRAM POLICY.</b>						
<b>FEDERAL PARTICIPANTS ARE NOT ELIGIBLE TO RECEIVE HIDTA OVERTIME.</b>						
1					\$0.0000	
2					\$0.0000	
3					\$0.0000	
4					\$0.0000	
5					\$0.0000	
6					\$0.0000	
						<b>\$0.0000</b>

ITEM #	PROVIDE A BRIEF DETAIL OF THE CORRESPONDING ITEM # FROM THE TABLE ABOVE.
1	
2	
3	
4	
5	
6	

THIS INFORMATION IS CONFIDENTIAL. DISCLOSURE OF CONFIDENTIAL INFORMATION IS PROTECTED BY THE FEDERAL PRIVACY ACT.

YOUR AGENCY LETTERHEAD

January 17, 2018

Director Craig Summers  
Michigan HIDTA  
28 W. Adams  
Suite 400  
Detroit, MI 48226

Dear Director Summers:

Please accept this correspondence as notification of the current pay rate for the listed ADD YOUR AGENCY NAME police officer assigned to the Oakland County Narcotic Enforcement Team (NET). The rate became effective July 1, 2017.

Parent Agency:	ADD YOUR AGENCY NAME
Employee Name/Rank:	ADD OFFICER'S NAME AND RANK
Regular Pay Rate:	OFFICER'S REGULAR HOURLY RATE
Overtime Pay Rate:	OFFICER'S OVERTIME HOURLY RATE

As requested, the overtime rate listed does not include any fringe benefits, such as retirement, FICA, etc. Please contact my office if additional information is required.

Sincerely,

Please Note: This document is used for illustrative purposes only and the required documentation does not have to be the same, but must contain the same elements.

Required: Overtime slip signed by officer's supervisor. This item should include name, date, and overtime hours associated with HIDTA. The overtime rate should also be included unless provided in the paystub or payroll report.



[Redacted header information]

[Redacted] TIME SHEET

DATE	HOURS	OVERTIME	NET#
07/11/2016	08:30-16:30		
07/12/2016	08:30-16:30		
07/13/2016	08:30-16:30		
07/14/2016	08:30-16:30		
07/15/2016	08:30-16:30		
		<b>APPROVED</b> <i>8/16/16</i> [Redacted Signature]	
08/01/2016	15:00-23:00		
08/02/2016	15:00-23:00		
08/03/2016	14:00-00:00	2hour	16-net-419
08/04/2016	14:00-23:00	1hour	IR-16-263
08/05/2016	03:00-07:00	4hour	IR-16-264
08/05/2016	15:00-23:00		

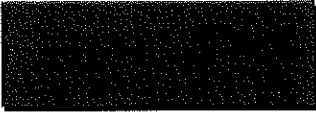
APPROVING SIGNATURE: [Redacted Signature]

OVERTIME IN RED HAS BEEN TAKEN AS NET TIME (COMP)  
OVERTIME IN GREEN HAS BEEN SUBMITTED FOR MJ OT GRAMP

Please sign and return.

Please Note: This document is used for illustrative purposes only and the required documentation **Exhibit E** does not have to the same, but must contain the same elements.

Required: Pay stub or payroll report containing the same information as pay stub. If the paystub does not indicate the overtime rate of pay, then please include with the overtime slip.

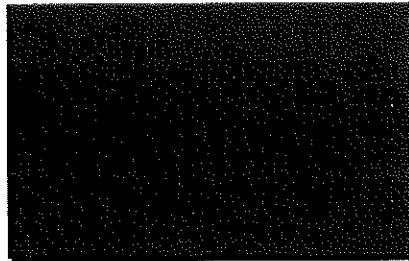


Pay Period Ending On: 08/07/2016  
 Check #: [REDACTED]  
 Check Date: 08/12/2016  
 Primary Rate: 31.2962  
 Withholding Rate: 00  
 Federal Allowances: 0

PAYCODE ID	HOURS	OT HOURS	GROSS	YTD	DEDUCTION ID	AMOUNT	YTD
LONGEVITY_PS	0.00	0.00	0.00	350.00	FITW	475.02	8,268.40
SALARY	80.00	7.00	2,832.31	41,498.79	SITW	112.08	1,906.87
TRAINING_PS	0.00	0.00	0.00	876.28	SOCSEC_EE	176.08	2,991.56
SICK_PS 07/01	0.00	0.00	0.00	625.92	MEDICARE_EE	41.18	699.64
F/Y SICK PAYOUT	0.00	0.00	0.00	594.63	DUES_PSO	29.63	444.38
PS SCK GAP	0.00	0.00	0.00	2,879.25	PS HBL VISION	9.13	104.73
IN LTEU MED_P_S	0.00	0.00	115.38	1,846.08	RETIRE_PS_OFF	84.97	1,424.49
LIFE_INS	0.00	0.00	0.00	8.96	ICMA_PCNT	117.91	1,959.14
HOLIDAY	0.00	0.00	0.00	1,251.85	FLEX_PLAN	98.50	1,576.00
					SAVINGS_PSO	5.60	84.00
					PNC	647.59	11,474.94
					PNC	1,000.00	16,588.65
					ALLY	150.00	2,400.00
<b>TOTALS:</b>	<b>80.00</b>	<b>7.00</b>	<b>2,947.69</b>	<b>49,931.76</b>	<b>TOTALS:</b>	<b>2,947.69</b>	<b>49,922.80</b>

Net Pay This Period: 1,797.59

LEAVE BANK	PRIOR BALANCE	HOURS ACCRUED	HOURS LOST	HOURS TAKEN	NEW BALANCE
COMP_PS	7.50	0.00	0.00	0.00	7.50
F/Y SICK PAYOUT	0.00	0.00	0.00	0.00	0.00
PS KELLY BANK	0.00	0.00	0.00	0.00	0.00
SICK_PS 07/01	96.00	0.00	0.00	0.00	96.00
SICK_PS GAP	41.00	0.00	0.00	0.00	41.00
VAC_PS	124.00	0.00	0.00	0.00	124.00

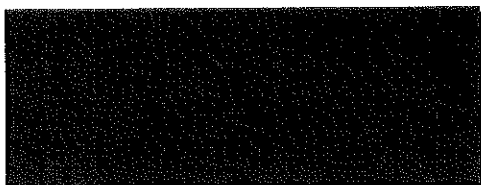


08/12/2016



1,797.59

\*\*\*VOID\*\*\*\*\*VOID\*\*\*\*\*VOID\*\*\*\*\*CHECK STUB REPRINT\*\*\*\*\*



Resolution #20226

July 2, 2020

Moved by Jackson seconded by Weipert the resolutions on the amended Consent Agenda be adopted (with accompanying reports being accepted).

AYES: Hoffman, Jackson, Kochenderfer, Kowall, Kuhn, Long, Luebs, Markham, McGillivray, Middleton, Miller, Nelson, Powell, Quarles, Spisz, Taub, Weipert, Woodward, Zack, Gershenson. (20)

NAYS: None. (0)

A sufficient majority having voted in favor, the resolutions on the amended Consent Agenda were adopted (with accompanying reports being accepted).



I HEREBY APPROVE THIS RESOLUTION  
CHIEF DEPUTY COUNTY EXECUTIVE  
ACTING PURSUANT TO MCL 45.559A (7)

STATE OF MICHIGAN)  
COUNTY OF OAKLAND)

I, Lisa Brown, Clerk of the County of Oakland, do hereby certify that the foregoing resolution is a true and accurate copy of a resolution adopted by the Oakland County Board of Commissioners on July 2, 2020, with the original record thereof now remaining in my office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the Circuit Court at Pontiac, Michigan this 2<sup>nd</sup> day of July, 2020.



Lisa Brown, Oakland County

PROGRAM YEAR 2020  
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)  
SUBRECIPIENT AGREEMENT BETWEEN  
THE COUNTY OF OAKLAND AND CITY OF FARMINGTON  
Data Universal Numbering System (DUNS) #: 144540692

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This Agreement is made between Oakland County, a Constitutional Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 ("County") and City of Farmington, 23600 Liberty St., Farmington, MI 48335, a Michigan Municipal Corporation ("Municipality"). The County and Municipality shall be collectively referred to as the "Parties."

**PURPOSE OF AGREEMENT**

The Parties enter into this Agreement for the purpose of delineating their relationship and responsibilities regarding the County's use of Grant funds (defined below) to reimburse the Municipality for overtime expenses that it incurred related to its participation in the Oakland County Narcotic Enforcement Team ("N.E.T."), a multijurisdictional drug enforcement task force under the direction and supervision of the Oakland County Sheriff's Office ("OCSO").

Under the Parties' separate N.E.T. agreement, the Municipality is responsible for providing a full-time employee for participation in N.E.T. and for all costs associated with that employment, including overtime.

The County, as the legal entity that administers N.E.T., submitted an Initiative Description and Budget Proposal (Exhibit A) to the Executive Board for Michigan HIDTA requesting the United States Office of National Drug Control Policy ("ONDCP") to grant N.E.T. an award of \$117,000.00 for program year (PY) 2020 to reimburse N.E.T. participating agencies for eligible law enforcement officer overtime. PY 2020 begins January 1, 2020 and ends December 31, 2020.

If ONDCP grants N.E.T. an award for PY 2020, the ONDCP disburses the HIDTA grant funds to the Michigan State Police ("MSP"). To receive the Grant funds for overtime costs, N.E.T. must submit requests for reimbursement with the required supporting documentation to Michigan HIDTA. If Michigan HIDTA approves the N.E.T. overtime reimbursement requests, the MSP should distribute the Grant funds to County on behalf of N.E.T. The County has the authority to allocate a portion of the Grant funds to reimburse the Municipality for qualifying overtime costs subject to the terms and conditions of this Agreement.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **DEFINITIONS.** The following terms, whether used in the singular or plural, within or without quotation marks, or possessive or nonpossessive, shall be defined, read, and interpreted as follows.

2020 HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) GRANT  
SUBRECIPIENT AGREEMENT BETWEEN  
OAKLAND COUNTY  
AND  
CITY OF FARMINGTON



- 1.1. **Claim** means any alleged loss, claim, complaint, demand for relief or damages, cause of action, proceeding, judgment, deficiency, liability, penalty, fine, litigation, costs, and/or expenses, including, but not limited to, reimbursement for attorney fees, witness fees, court costs, investigation expenses, litigation expenses, and amounts paid in settlement, which are imposed on, incurred by, or asserted against the County or Municipality, or the County's or Municipality's agents or employees, whether such claim is brought in law or equity, tort, contract, or otherwise.
  - 1.2. **Grant funds** mean the funds that may be awarded to the County and the other participating agencies in N.E.T. pursuant to Michigan HIDTA Initiative Description and Budget Proposal Version 2020 (Exhibit A) submitted to Michigan HIDTA by County on behalf of itself and the other participating agencies in N.E.T.
2. **EXHIBITS.** The Exhibits listed below are incorporated and are part of this Agreement.
- 2.1. **Exhibit A** – Michigan HIDTA Initiative Description and Budget Proposal Version 2020.
  - 2.2. **Exhibit B** - Template Request for HIDTA Overtime Reimbursement (Locals to County).
  - 2.3. **Exhibit C** – Sample letter regarding notification of current overtime pay rate.
  - 2.4. **Exhibit D** – Sample overtime slip, signed by the officer's supervisor that supports each Request for HIDTA Overtime Reimbursement.
  - 2.5. **Exhibit E** – Sample paystub or payroll report that supports each Request for HIDTA Overtime Reimbursement.
3. **FEDERAL AWARD PROJECT DESCRIPTION.**
- 3.1. Catalog of Federal Domestic Assistance ("CFDA") #: 95.001
  - 3.2. Federal Awarding Agency: United States Office of National Drug Control Policy ("ONDCP")
  - 3.3. Program: High Intensity Drug Trafficking Areas (HIDTA)
    - 3.3.1. HIDTA Objective: To reduce drug trafficking and drug production in the United States by: (A) facilitating cooperation among Federal, State, local, and tribal law enforcement agencies to share information and implement coordinated enforcement activities; (B) enhancing law enforcement intelligence sharing among Federal, State, local, and tribal law enforcement agencies; (C) providing reliable law enforcement intelligence to law enforcement agencies needed to design effective enforcement strategies and operations; and (D) supporting coordinated law enforcement strategies which maximize use of available resources to reduce the supply of illegal drugs in designated areas and in the United States as a whole.
  - 3.4. Period of Performance: January 1, 2020 through December 31, 2020.

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- 3.5. The Federal Award Identification Number (FAIN) is provided in the HIDTA Grant Agreement between ONDCP and MSP, which is incorporated into this Agreement by reference.

#### **4. USE OF HIDTA FUNDS.**

- 4.1. The total amount of the federal award for overtime costs committed to the Municipality and obligated by this action by the County to the Municipality is not to exceed \$4,875.00 for each participating law enforcement officer. That amount is based on the number of N.E.T participating agencies and eligible law enforcement officers at the time this Agreement was executed by both Parties. If the number of N.E.T participating agencies and/or eligible law enforcement officers changes during the term of this Agreement, the total amount of the federal award for overtime costs committed to the Municipality and obligated by this action by the County to the Municipality amount may change as funds are available on a pro rata basis. Such commitment and obligation for overtime costs is contingent upon the ONDCP awarding the Grant funds to N.E.T and the MSP reimbursing the County.
- 4.2. The County will reimburse the Municipality up to \$4,875.00 for each participating law enforcement officer for qualifying N.E.T.-related overtime. That amount is based on the number of N.E.T participating agencies and eligible law enforcement officers at the time this Agreement was executed by both Parties. If the number of N.E.T participating agencies and/or eligible law enforcement officers changes during the term of this Agreement, the maximum reimbursement amount may change as funds are available on a pro rata basis. Such reimbursement shall only be made after the supporting documentation is submitted by the Municipality and approved by the County, as described in Paragraph 5.1. Such reimbursement is contingent upon the ONDCP awarding the grant funds to N.E.T and the MSP reimbursing the County.
- 4.2.1. HIDTA funds shall be used to pay overtime only if the overtime was performed in support of a HIDTA-designated Enforcement initiative or Intelligence and information Sharing Initiative. HIDTA funds shall not be used to pay overtime related to training attendance, financial management, drug treatment, drug demand reduction or prevention, or non-investigative related administrative work.
- 4.2.2. No HIDTA funds shall be used to supplant the Municipality's funds that would otherwise be made available for the same purposes.
- 4.3. There is no research and development performed pursuant to this Agreement.
- 4.4. No indirect costs shall be charged or reimbursed under performance of this Agreement.

#### **5. REIMBURSEMENT OF ELIGIBLE NET OVERTIME.**

- 5.1. To request reimbursement for eligible N.E.T. overtime costs, the Municipality shall submit to the County the documentation described in the following subparagraphs no later than thirty (30) days after PY 2020 has expired. If the County, in its sole discretion, determines that the

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documentation submitted by the Municipality does not reconcile, then the Municipality shall provide any additional documentation requested by the County in order to process payment.

- 5.1.1. A fully completed and signed Request for HIDTA Overtime Reimbursement attached as Exhibit B.
- 5.1.2. A letter substantively similar to the sample letter regarding notification of current overtime pay rate attached as Exhibit C.
- 5.1.3. Overtime slips, signed by the officer's supervisor, that support each Request for HIDTA Overtime Reimbursement. The overtime slips shall be substantively similar to the sample overtime slip attached as Exhibit D.
- 5.1.4. The paystub or payroll report that supports each Request for HIDTA Overtime Reimbursement. The paystub or payroll report shall be substantively similar to the sample paystub attached as Exhibit E.
- 5.2. County will only reimburse Municipality for approved overtime costs after County has received the Grant funds from MSP for that particular reimbursement request.

## 6. GENERAL COMPLIANCE.

- 6.1. The Municipality shall comply with to 28 C.F.R. Part 69 (New Restrictions on Lobbying) and 2 C.F.R. Part 25 (Universal Identifier and System of Award Management).
- 6.2. The Municipality shall comply with the Government-wide Suspension and Debarment provision set forth at 2 CFR Part 180.
- 6.3. The Municipality shall perform all activities in accordance with The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200 (the "Part 200 Uniform Requirements"), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. Part 3603. For this award, the Part 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.
- 6.4. The Municipality shall comply with ONDCP's HIDTA Program Policy and Budget Guidance, all other applicable Federal, state, and local laws and regulations, and the terms and conditions contained in this Agreement.
- 6.5. The Municipality shall comply with all applicable requirements for subrecipients that are provided in the HIDTA Grant Agreement between ONDCP and MSP. The HIDTA Grant Agreement between ONDCP and MSP will be provided to the Municipality within a reasonable time after the County receives a copy of it.
- 6.6. As specified in the HIDTA Program Policy and Budget Guidance, the Municipality must:

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- 6.6.1. Establish and maintain effective internal controls over the Federal award that provides reasonable assurance that Federal award funds are managed in compliance with Federal statutes, regulations and award terms and conditions. These internal controls should be in compliance with the guidance in "Standards for Internal Control in the Federal Government," issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- 6.6.2. Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.
- 6.6.3. Evaluate and monitor compliance with applicable statute and regulations, and the terms and conditions of the Federal award.
- 6.6.4. Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.
- 6.6.5. Take reasonable measures to safeguard protected personally identified information (PII) and other information ONDCP or the Municipality designates consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.

## **7. FINANCIAL ACCOUNTABILITY AND AUDIT REQUIREMENTS.**

- 7.1. The Municipality shall maintain standards of financial accountability that conform to 2 C.F.R. §200.302 (Financial Management) and 2 C.F.R. §200.303 (Internal Controls).
- 7.2. The Municipality shall comply with audit requirements contained in 2 C.F.R. Part 200, Subpart F, which requires the Municipality to have an annual audit conducted within nine (9) months of the end of their fiscal year, if the Municipality has an aggregate expenditure of more than \$750,000 in federal funds in a fiscal year. Any deficiencies noted in audit reports must be fully cleared by the Municipality within thirty (30) days after receipt of same. The Grant funds spent by the County on behalf of the Municipality for training expenses shall be included on the Schedule of Expenditures of Federal Awards if the Municipality is required to have a single audit performed. Municipalities that are exempt from the Single Audit requirements that receive less than \$750,000 of total Federal funding must submit a Financial Statement Audit prepared in accordance with Generally Accepted Auditing Standards ("GAAS") if the audit includes disclosures that may negatively impact the HIDTA program including, but not limited to fraud, financial misstatements, and violations of any contract or grant provisions. The County shall have the right to review and audit all records of the Municipality pertaining to any payment by the County.

## **8. CONFLICT OF INTEREST.**

- 8.1. The Municipality shall comply with the following ONDCP conflict of interest policies:

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- 8.1.1. As a non-Federal entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of subawards and contracts.
- 8.1.2. None of your employees may participate in the selection, award, or administration of a subaward or contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a subaward or contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or contractors or parties to subawards or contracts.
- 8.1.3. If you have a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, you must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a sub-award or procurement action involving a related organization.

## **9. MANDATORY DISCLOSURE.**

- 9.1. As a non-Federal entity, the Municipality must disclose, in a timely manner, in writing to ONDCP all violations of Federal criminal law involving fraud, bribery or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award that includes the term and condition outlined in 200 CFR Part 200, Appendix XII "Award Term and Condition for Recipient Integrity and Performance Matters," are required to report certain civil, criminal, or administrative proceedings to System for Award Management (SAM). Failure to make required disclosures can result in remedies such as: temporary withholding of payments pending correction of the deficiency, disallowance of all or part of the costs associated with noncompliance, suspension, termination of award, debarment, or other legally available remedies outlined in 2 CFR 200.338 "Remedies for Noncompliance".

## **10. RECORD RETENTION.**

- 10.1. The Municipality shall comply with the record retention provisions of 2 C.F.R. 200.333 (Retention requirements for records).
- 10.2. The Municipality should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine readable formats rather than in closed formats or on paper in accordance with 2 C.F.R. 200.335 (Methods for collection, transmission and storage of information).

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## **11. ACCESS TO RECORDS.**

- 11.1. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the County, or any of their authorized representatives, have the right of access to any documents, papers, or other records of the Municipal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Municipality's personnel for the purpose of interview and discussion related to such documents. The right of access to the Municipality's records is not limited to the required retention period but last as long as the records are retained.
- 11.2. The Municipality shall permit the County and auditors to have access to the Municipality's records and financial statements as necessary for the County to meet the requirements of 2 C.F.R. Part 200.

## **12. TERM.**

- 12.1. This Agreement and any amendments hereto shall be effective when executed by both Parties with concurrent resolutions passed by the governing bodies of each Party, and when the Agreement is filed according to MCL 124.510. The approval and terms of this Agreement and any amendments hereto shall be entered in the official minutes of the governing bodies of each Party. This Agreement shall end on December 31, 2020.

## **13. ASSURANCES.**

- 13.1. Each Party shall be responsible for its own acts and the acts of its employees and agents, the costs associated with those acts, and the defense of those acts.
- 13.2. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.
- 13.3. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, laws, and requirements applicable to its activities performed under this Agreement.

## **14. TERMINATION OF AGREEMENT.**

- 14.1. This Agreement may be terminated in whole or in part as follows:
  - 14.1.1. by the County, if the Municipality fails to comply with the terms and conditions of this Agreement;
  - 14.1.2. by the County for cause;

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- 14.1.3. by the County with the consent of the Municipality, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- 14.1.4. by the Municipality upon sending to the County written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the County determines in the case of partial termination that the reduced or modified portion of the subaward will not accomplish the purpose for which this Agreement was made, the County may terminate the Agreement in its entirety.
- 14.2. The County must provide to the Municipality a notice of termination. Written suspension or notice of termination will be sent to the Municipality's business address. If this Agreement is terminated or partially terminated, both the County and the Municipality remain responsible for compliance with the requirements at 2 CFR 200.343 Closeout and 2 CFR 200.344 Post-closeout Adjustments and Continuing Responsibilities.

## **15. CLOSEOUT.**

- 15.1. The County shall close-out this Agreement when it determines that all applicable administrative actions and all required work under this Agreement have been completed by Municipality.
- 15.2. The Municipality shall comply with the closeout provisions of 2 C.F.R. 200.343 (Closeout).

## **16. POST-CLOSEOUT ADJUSTMENTS AND CONTINUING RESPONSIBILITIES.**

- 16.1. The closeout of this Agreement does not affect any of the following:
- 16.1.1. The right of County to disallow costs and recover funds on the basis of a later audit or other review. The County must make any cost disallowance determination and notify the Municipality within the record retention period;
- 16.1.2. The obligation of the Municipality to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments;
- 16.1.3. Audit requirements in Subpart F—Audit Requirements of 2 C.F.R. Part 200.
- 16.1.4. Records retention as required in Subpart D—Post Federal Award Requirements of this part, §200.333 Retention requirements for records through §200.337 Restrictions on public access to records.

## **17. REMEDIES FOR NONCOMPLIANCE.**

- 17.1. If the Municipality fails to comply with federal statutes, regulations, or the terms and conditions of this Agreement, the County may impose additional conditions, as described in 2 CFR §200.207 Specific Conditions. If the County determines that noncompliance cannot be

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remedied by imposing additional conditions, the County may take one or more of the following actions, as appropriate in the circumstances:

- 17.1.1. temporarily withhold cash payments pending correction of the deficiency by the Municipality or more severe enforcement action by the County;
  - 17.1.2. disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
  - 17.1.3. wholly or partly suspend or terminate the Agreement;
  - 17.1.4. recommend that the Federal awarding agency initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations;
  - 17.1.5. withhold further funds for the project or program;
  - 17.1.6. take other remedies that may be legally available.
18. **NO THIRD-PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right, in favor of any other person or entity.
19. **DISCRIMINATION.** The Parties shall not discriminate against their employees, agents, applicants for employment, or another persons or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.
20. **PERMITS AND LICENSES.** Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations necessary to carry out its obligations and duties pursuant to this Agreement.
21. **RESERVATION OF RIGHTS.** This Agreement does not, and is not intended to waive, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties.
22. **DELEGATION/SUBCONTRACT/ASSIGNMENT.** Neither Party shall delegate, subcontract, and/or assign any obligations or rights under this Agreement without the prior written consent of the other Party.
23. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement.



No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

24. **SEVERABILITY.** If a court of competent jurisdiction finds a term, or condition, of this Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.

25. **CAPTIONS.** The section and subsection numbers and captions in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers and captions shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.

26. **NOTICES.** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

26.1. If Notice is sent to the County, it shall be addressed and sent to: Oakland County Board of Commissioners Chairperson, 1200 North Telegraph, Pontiac, Michigan 48341, with a copy to Oakland County Sheriff's Office, Sheriff Fiscal Officer, 1200 N. Telegraph, Bldg. 38E, Pontiac, Michigan 48341.

26.2. If Notice is sent to the Political Subdivision, it shall be addressed to: City of Farmington.

26.3. Either Party may change the address and/or individual to which Notice is sent by notifying the other Party in writing of the change.

**27. CONTACT INFORMATION.**

<u>County of Oakland</u>	<u>City of Farmington</u>
Lieutenant Brent Miles Investigative & Forensic Services Division Narcotics Enforcement Team Office: 248-858-1722 Fax: 248-858-1754 Email: <a href="mailto:milesbr@oakgov.com">milesbr@oakgov.com</a>	Frank J. Demers Director, Farmington Public Safety 23600 Liberty St. Farmington, MI 48335 Office 248-474-4700 Fax: 248-442-9816 Email: <a href="mailto:fdemers@farmgov.com">fdemers@farmgov.com</a>


28. **GOVERNING LAW.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan, without regard to Michigan's conflict of laws provisions.

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29. **AGREEMENT MODIFICATIONS OR AMENDMENTS.** Any modifications, amendments, rescissions, waivers, or releases to this Agreement must be in writing and executed by both Parties.

30. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement and understanding between the Parties. This Agreement supersedes all other oral or written agreements between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, David T. Woodward, Chairperson, Oakland County Board of Commissioners, acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners, a certified copy of which is attached, to execute this Agreement, and hereby accepts and binds the County to the terms and conditions of this Agreement.

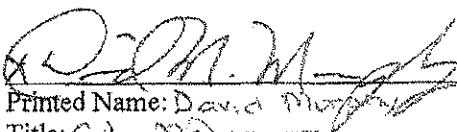
EXECUTED:   
David T. Woodward (Jul 8, 2020 11:59 EDT)  
David T. Woodward, Chairperson  
Oakland County Board of Commissioners

**David T Woodward**  
E-signed 2020-07-08 11:59AM EDT  
DATE woodwardd@oakgov.com

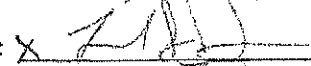
WITNESSED:   
Jo Ann Stringfellow (Jul 8, 2020 13:21 EDT)  
Printed Name:  
Title:

**Jo Ann Stringfellow**  
E-signed 2020-07-08 01:21PM EDT  
stringfellowj@oakgov.com  
Oakland County IT Accounts Payable

IN WITNESS WHEREOF, \_\_\_\_\_, acknowledges that he/she has been authorized by a resolution of the Municipality's governing body, a certified copy of which is attached, to execute this Agreement, and hereby accepts and binds the Municipality to the terms and conditions of this Agreement.

EXECUTED:   
Printed Name: David Morgan  
Title: City Manager

DATE: 3-31-20

WITNESSED:   
Printed Name: Frank S Demers  
Title: Public Safety Director

DATE: 3-31-20



Michigan HIDTA

Initiative Description and Budget Proposal

All Initiatives which seek HIDTA funding must complete this proposal and return to Michigan HIDTA via e-mail by the announced deadline. Completion of all sections of this proposal is required. The Office of National Drug Control Policy examines these submissions very closely. Your proposal must be clear, concise and complete. A complete proposal consists of this form AND the Michigan HIDTA FMS Budget Sheet.

Program Year:  Initiative Title:

Submitter's Rank/Name:  Submitter's Telephone #:

Submitter's E-mail Address:

**SECTION 1: INITIATIVES**

Level of Activity - Check all that apply

- Local DTO Focus
- Multi-State DTO Focus
- International DTO Focus
- Interdiction Focus

Does this Initiative Routinely Provide Information to the HIDTA Investigative Support Center (ISDC)?

- YES
- NO

**SECTION 2: PROFILE**

Initiative Description

Enter Lead Agency:

Enter Location of Initiative (City):

Check All That Apply

- Initiative is Collocated with other HIDTA Initiatives
- Initiative is Staffed with Full-Time Federal and Full-Time State/Local Personnel
- Full-Time Members of Initiative are Collocated and Commingled with Federal and State/Local Personnel

## Initiative Description and Budget Proposal Instructions

Enter your initiative description and budget detail in the text box on the following page. The text box is not character limited, nor is it limited to the visible field on the page. It works best to compose the narrative in Word and copy into the text field on the following page. Please use narrative only to complete this section. The PMP software will not accept graphs, tables, charts, images, etc.

The narrative section is intended to describe the mission and proposed activities for your Initiative (dismantling DTOs, meth labs, interdicting drugs/money, apprehending fugitives, etc.) and detail your initiative's funding request. This description should indicate when the initiative was first funded by HIDTA.

Your narrative must be clear, concise and complete. Do not include a long narrative detailing the history or accomplishments of your initiative. Please **limit** your initiative description to several short paragraphs.

The first paragraph should clearly **identify the threat** (drug problem, violent crime, money laundering) in your area. ONDCP expects detailed information regarding the threat in the HIDTA county/counties which your initiative serves. Describe the types of drugs being trafficked, the presence/activities of gangs and drug-related violent crime. Include information on DTOs and MLOs operating in your area. DO NOT use specific names/addresses for any organizations or provide any information which is law enforcement sensitive or classified. Referring to the Michigan HIDTA Annual Threat Assessment/Drug Market Analysis is essential when describing the threat in your region.

In the next paragraph **discuss your plan to attack the threat** in your region. Describe your initiative and detail your plan to address the specific threats/problems in your area and achieve your performance targets. If your initiative consists of multiple teams, explain how each team's activities attack the drug threat in your HIDTA county. Detail how you will work more efficiently and effectively by conducting intelligence-driven investigations and sharing information (leads).

The next paragraph(s) should **present your budget request**. Remember that HIDTA funding is added-value funding and cannot be used to supplant normal operating budget items. Each budget line item (overtime, equipment, supplies, vehicles, phones, services, etc.) must be detailed in narrative form, specifying the amount requested and how each line item amount will be utilized. It is important to relate why each line item is needed and how it fits into your plan to attack the threat in your region and attain your performance targets. Provide a clear, concise and complete explanation of all items in your budget request. The budget narrative will be reviewed by the Michigan HIDTA Steering Committee and Executive Board before being sent to ONDCP for review and approval.

ONDCP closely examines **vehicle expenditures**. Lease costs and other vehicle-related expenses must be detailed. Ensure the number of vehicles and expenses match the number of eligible officers in your initiative. Examples: *6 vehicles @ \$500/month x 12 months = \$36,000; Gasoline Expense, 6 officers @ \$200/month x 12 months = \$14,400.*

ONDCP also scrutinizes **overtime expenses**. Ensure these expenses line-up with eligible officers in your initiative. ONDCP caps overtime for individual officers at \$9,500 annually. The Michigan HIDTA limits the cap to \$6,500 per officer annually. Each initiative is required to maintain documentation/spreadsheet to ensure these limits are not exceeded. Example: *10 task force officers x \$3,000/annually = \$30,000 annual overtime.*

**PLEASE NOTE: Equipment vs. Supplies** - There has been a change in how these items are categorized. All items purchased for **\$5,000 or more per item** are categorized as **Equipment**. All items purchased for **\$4,999 or less per item** are categorized as **Supplies**.

**Equipment expenses** must be detailed. Provide specifics for what will be purchased, the cost, and how it relates to your plan to address the threat. Example: *10 ballistic shields @ \$6,000 each = \$60,000.*

**Supplies expenses** must be detailed. Provide specifics for what will be purchased, the cost, and how it relates to your plan to address the threat. Example: *12 laptop computers @ \$1,000 each = \$12,000.*

**Service expenses** must also be detailed. Example: *Monthly cell phone service for 12 officers @ \$100/monthly x 12 months = \$14,400.*

The total of all items must match the total entered in the **"Total Dollar Amount Requested"** field at the top of the next page.

**A complete proposal consists of this form AND the Michigan HIDTA FMS Budget Sheet.**

**Enter Initiative Description and Budget Proposal Detail Below**

**Total Dollar Amount Requested: \$140,000.00**

The Oakland County Narcotic Enforcement Team (NET) is a multi-jurisdictional task force which is designed to integrate federal law enforcement agencies for the purpose of identifying, investigating, and prosecuting violators of state and federal narcotic laws. The task force NET was formed in 1971 and is currently directed by the Oakland County Sheriff's Office.

NET is now comprised of fourteen local police departments, and is partnered with the DEA, Oakland County Prosecutors Office and IRS. NET drives its mission by dividing its resources into four investigative teams. Three of the teams are considered street level crews that make undercover cases against street level dealers. These crews are loosely divided up by four quadrants of Oakland County. These teams make the majority of arrests and seizures of street level dealers throughout Oakland County. The fourth team is dedicated to interdiction style cases and street level heroin / fentanyl cases. NET also commits two full time officers to the DEA. It is NET's belief that the interchanging of task force officers results in a highly efficient exchange of intelligence and maximum efforts applied to DTO prosecutions.

Oakland County is a highly diversified county in that it has urban areas like the city of Pontiac and several cities that border the 8 Mile corridor. Pontiac has one of the highest crime rates in America when you compare it with other communities of similar size. Oakland County also consists of a high concentration of suburbs and rural northern areas. The population of Oakland County is about 1,200,000 with a very wide range of medium family incomes. Oakland County's drug threat appears to be a mirror image of the Michigan HIDTA's drug threat assessment. Heroin mixed with fentanyl are hitting the street at a very alarming rate and cocaine usage is on the rise at an alarming rate. Heroin and fentanyl are the leading cause of over dose related deaths. Cocaine and crack are still readily available anywhere throughout the County, although the street level price appears to be increasing. Marijuana appears to be the number one available drug throughout the County.

Oakland County borders the city of Detroit and is directly south of the city of Flint with I-75 being the major freeway connecting the three cities.

Large scale DTO's commute between these three cities on a regular basis not being restricted by borders or geographic locations. It is a common practice for drug traffickers to distribute narcotics using I-75, I-96 and I-94 as gateways to our communities. Oakland County appears to be made up of several local DTO's and criminal groups that distribute illegal drugs to users. These criminal groups are supplied by interstate and international DTO's.

The Oakland County NET task force is responding to these evolving drug trends by committing resources to a specialized street crew for heroin enforcement. NET investigators are also monitoring doctors and pain clinics selling directly to users. The Oakland County NET task force also has street crews that initiate investigations into low level and mid level Criminal Groups and DTOs. The investigators utilize informants to make hand to hand purchases from these organizations. This type of case is highly successful in prosecution. The investigators also use informants to conduct drug buys and to provide intelligence information that results in the identification, disruption, and dismantling of local DTO's and criminal groups. NET also has a Conspiracy Unit which primarily investigates mid level and upper level DTOs and DTOs. The Conspiracy Unit uses intelligence information from the street crews that identifies interstate and international DTO's. The Conspiracy Unit conducts surveillance of the DTOs and documents their patterns and interactions within the DTO and possible relationship with other DTOs. The Conspiracy Unit uses informants and other sources of information to execute search warrants, arrest warrants in order to disrupt or dismantle the organization. If the DTO is identified as a multi state or international organization then this intelligence is passed on to the DEA for investigation and federal prosecution. The NET unit assigns two investigators to two DEA groups. This



**Predicting Expected Outputs:** When developing your expected outputs for the Program Year, please ensure you take into consideration your past 2-3 year performance averages. ONDCP frequently refers to these averages when evaluating future performance target numbers.

### SECTION 3: DTOs

#### DTO Expected Outputs:

Predict the number of DTOs and MLOs you expect to disrupt and/or dismantle during the Program Year. Your performance targets should be aggressive but reasonably attainable, considering expected staffing and funding. Remember that your initiative's performance is compared to how successfully it attained its predicted totals. Please note Initiative's performance is not compared to the performance of other initiatives. Include pertinent notes in the Notes/Additional Information box.

**DISRUPTED** Defined

**DISMANTLED** Defined

Enter Number of **DTOs** Expected to be Disrupted or Dismantled This Program Year:

Notes/Additional Information:

Enter Number of **MLOs** Expected to be Disrupted or Dismantled This Program Year:

Notes/Additional Information:

### SECTION 4: CLANDESTINE LABS

Predict the number of each of the following items which you expect to seize during the Program Year. Include pertinent notes in the Notes/Additional Information box.

Enter the Number of Lab Dump Sites Expected to be Seized

Enter the Number of Chemical/Glassware/Equipment Expected to be Seized

Enter the Number of Children Expected to be Affected

Enter the Number of **Meth Labs** Expected to be Dismantled

Enter the Number of **Other Clan Labs** (Production/Conversion) Expected to be Dismantled

Notes/Additional Information:

**SECTION 5: ACTIVITIES**

Predict the number of each of the following items for the Program Year. Include pertinent notes in the Notes/Additional Information box.

New HIDTA Cases:

Enter the Number of New HIDTA Initiative Cases Expected to be Opened This Program Year:

Notes/Additional Information:

Case Support:

Enter the Number of Cases Expected to be Provided Analytical Support This Program Year:

Refer to definition of Analytical Support (AS). Project only number of cases which will receive AS from an analyst embedded with your TF or the DSEMIIC/MIOC. Do not include cases which will receive AS from an analyst seated at the HIDTA. A case can be reported receiving AS only **ONCE IN A CALENDAR YEAR** but can be counted each calendar year it receives AS. Project the number of separate cases to receive AS in the year, not the number of times AS is received on all cases. ***Important: Remember to submit a completed survey with your quarterly report for each case receiving AS.***

Enter the Number of Event Deconflictions Expected to be Submitted This Program Year:

Enter the Number of Case Matching Requests Expected to be Submitted This Program Year:

Notes/Additional Information:

**SECTION 6: FUGITIVES**

Predict the number of fugitives you expect to apprehend for the Program Year. A *Fugitive* is defined as an apprehension made pursuant to some type of court-issued pick-up order, such as an arrest warrant, a writ, etc. An *Arrest* is defined as any apprehension made absent any type of court-issued pick-up order, primarily arrests made on probable cause. Initiative plans to make *Arrests* during the year are indicated by selecting *Arrests* from the *Other Outputs* pick list in Section 7.

Enter the Number of Fugitives Expected to be Arrested This Program Year:

Notes/Additional Information:







**Michigan HIDTA**

Request for HIDTA Overtime Reimbursement

ONE FORM PER OFFICER

**Exhibit B**

Michigan HIDTA  
 Mary Szymanski - Financial Manager  
 FAX: 248.356.6513  
 mszymanski@mi.hidta.net

**REGULAR OVERTIME**

OFFICER'S NAME AND RANK

HOME DEPARTMENT NAME

PHONE NUMBER

MAILING ADDRESS

FEDERAL TAX ID OR MSP INDEX/PCA

REQUESTING OFFICER IS REQUIRED TO TYPE HIS/HER NAME IN THE BLUE BORDERED BOX BELOW. By typing my name in the box below, I certify that this overtime was incurred pursuant to HIDTA-related investigations on the dates and in the amounts listed.

APPROVING TASK FORCE COMMANDER IS REQUIRED TO TYPE HIS/HER NAME IN THE RED BORDERED BOX BELOW: By typing my name in the box below, I certify I received this overtime request from the Requesting Officer, and have reviewed and approved after determining it to be in compliance with ONDCP Program Policy as previously provided to me.

ITEM #	COMPLAINT #	DATE OT WORKED	# OT HOURS WORKED	OT HOURLY RATE	TOTAL ENTRY COST	LOCATION: Address, City/Township/County
<b>OVERTIME APPROVED FOR STATE/LOCAL OFFICERS ONLY. LIMIT PER OFFICER IS \$8,000 ANNUALLY AS PER MICHIGAN HIDTA PROGRAM POLICY.</b>						
<b>FEDERAL PARTICIPANTS ARE NOT ELIGIBLE TO RECEIVE HIDTA OVERTIME.</b>						
1					\$0.0000	
2					\$0.0000	
3					\$0.0000	
4					\$0.0000	
5					\$0.0000	
6					\$0.0000	

ITEM #	PROVIDE A BRIEF DETAIL OF THE CORRESPONDING ITEM # FROM THE TABLE ABOVE.
1	
2	
3	
4	
5	
6	

THIS INFORMATION IS CONFIDENTIAL. DISCLOSURE OF CONFIDENTIAL INFORMATION IS PROTECTED BY THE FEDERAL PRIVACY ACT.

YOUR AGENCY LETTERHEAD

January 17, 2018

Director Craig Summers  
Michigan HIDTA  
28 W. Adams  
Suite 400  
Detroit, MI 48226

Dear Director Summers:

Please accept this correspondence as notification of the current pay rate for the listed ~~ADD YOUR AGENCY NAME~~ police officer assigned to the Oakland County Narcotic Enforcement Team (NET). The rate became effective ~~July 1, 2017~~.

Parent Agency:	ADD YOUR AGENCY NAME
Employee Name/Rank:	ADD OFFICER'S NAME AND RANK
Regular Pay Rate:	OFFICER'S REGULAR HOURLY RATE
Overtime Pay Rate:	OFFICER'S OVERTIME HOURLY RATE

As requested, the overtime rate listed does not include any fringe benefits, such as retirement, FICA, etc. Please contact my office if additional information is required.

Sincerely,

*[Faint signature]*

Please Note: This document is used for illustrative purposes only and the required documentation does not have to be the same, but must contain the same elements.

Required: Overtime slip signed by officer's supervisor. This item should include name, date, and overtime hours associated with HIDTA. The overtime rate should also be included unless provided in the paystub or payroll report.



[Redacted header text]

[Redacted header text]

[Redacted header text]

[Redacted title text]

TIME SHEET

DATE	HOURS	OVERTIME	NET#
07/11/2016	08:30-16:30		
07/12/2016	08:30-16:30		
07/13/2016	08:30-16:30		
07/14/2016	08:30-16:30		
07/15/2016	08:30-16:30		
<p><b>APPROVED</b> 8/16/16</p> <p>[Redacted signature]</p>			
08/01/2016	15:00-23:00		
08/02/2016	15:00-23:00		
08/03/2016	14:00-00:00	2hour	16-net-419
08/04/2016	14:00-23:00	1hour	IR-16-263
08/05/2016	03:00-07:00	4hour	IR-16-264
08/05/2016	15:00-23:00		

APPROVING SIGNATURE: [Redacted signature]

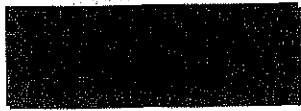
[Redacted signature]

OVERTIME IN RED HAS BEEN TAKEN AS NET TIME (COMP)  
OVERTIME IN GREEN HAS BEEN SUBMITTED FOR MJ OT GRAMP

Please sign and return.

Please Note: This document is used for illustrative purposes only and the required documentation does not have to be the same, but must contain the same elements. **Exhibit E**

Required: Pay stub or payroll report containing the same information as pay stub. If the paystub does not indicate the overtime rate of pay, then please include with the overtime slip.

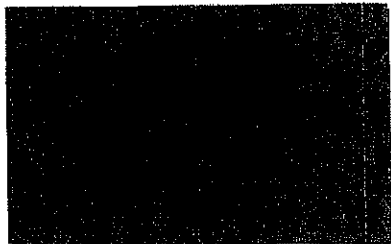


Pay Period Ending on: 08/07/2016  
 Check #: [REDACTED]  
 Check Date: 08/12/2016  
 Primary Rate: 31.2962  
 Withholding Rate: 00  
 Federal Allowances: 0

PAYCODE	LD	HOURS	OT HOURS	GROSS	VTD	DEDUCTION	ED	AMOUNT	YTD
LONGEVITY_PS		0.00	0.00	0.00	350.00	FITW		475.02	8,268.40
SALARY		80.00	7.00	2,832.31	41,498.79	SITW		112.08	1,906.87
TRAINING_PS		0.00	0.00	0.00	876.28	SOCSEC_EE		176.08	2,991.56
SICK PS 07/01		0.00	0.00	0.00	625.92	MEDICARE_EE		41.18	699.64
F/Y SICK PAYOUT		0.00	0.00	0.00	594.63	DOES_PSO		29.63	444.38
PS SCK GAP		0.00	0.00	0.00	2,879.25	PS HBL VISION		9.13	104.73
IN LIEU MED_P_S		0.00	0.00	115.38	1,846.08	RETIRE_PS_OFF		84.97	1,424.49
LIFE INS		0.00	0.00	0.00	8.96	ICMA_PCNT		117.91	1,959.14
HOLIDAY		0.00	0.00	0.00	1,251.85	FLEX_PLAN		38.50	1,576.00
						SAVINGS_PSO		5.60	84.00
						PNC		647.59	11,474.94
						PNC		1,000.00	16,588.65
						ALLY		150.00	2,400.00
<b>TOTALS:</b>		<b>80.00</b>	<b>7.00</b>	<b>2,947.69</b>	<b>49,931.76</b>	<b>TOTALS:</b>		<b>2,947.69</b>	<b>49,922.80</b>

Net Pay This Period: 1,797.59

REVERSE PLAN	APPROPRIATE AMOUNT	HOURS ACCRUED	HOURS LOST	HOURS TAKEN	NEW BALANCE
COMP_PS	7.50	0.00	0.00	0.00	7.50
F/Y SICK PAYOUT	0.00	0.00	0.00	0.00	0.00
PS KELLY BANK	0.00	0.00	0.00	0.00	0.00
SICK PS 07/01	96.00	0.00	0.00	0.00	96.00
SICK PS GAP	41.00	0.00	0.00	0.00	41.00
VAC_PS	124.00	0.00	0.00	0.00	124.00



08/12/2016

1,797.59

\*\*\*VOID\*\*\*\*\*VOID\*\*\*\*\*VOID\*\*\*\*\*CHECK STUB REPRINT\*\*\*\*\*



**CITY OF FARMINGTON**  
**OAKLAND COUNTY, MICHIGAN**

**Resolution No. 04-20-011**

**RESOLUTION TO APPROVE PROGRAM YEAR 2020 HIGH INTENSITY DRUG  
TRAFFICKING AREA (HIDTA) SUBRECIPIENT AGREEMENT BETWEEN  
THE COUNTY OF OAKLAND AND CITY OF FARMINGTON**

At a meeting of the City Council of the City of Farmington, Oakland County, Michigan, held on the 6th day of April, 2020, via virtual meeting on the Zoom meetings platform.

The following resolution was offered by Councilmember Schneemann and supported by Councilmember Taylor.

**WHEREAS**, the City of Farmington and the County of Oakland will enter into an Agreement for the purpose of delineating their relations and responsibilities regarding the County's use of Grant funds to reimburse the City for overtime expenses incurred related to its participation in the County's Narcotic Enforcement Team (N.E.T.); and

**WHEREAS**, the N.E.T. is a multi-jurisdictional drug enforcement task force under the direction and supervision of the Oakland County Sheriff's Office; and

**WHEREAS**, Oakland County submitted an Initiative Description and Budget Proposal to the Executive Board for the Michigan High Intensity Drug Trafficking Area (HIDTA) to grant N.E.T. an award of \$117,000 for the program year 2020; and

**WHEREAS**, Oakland County, as the legal entity that administers N.E.T., has the authority to allocate a portion of the Grant funds to N.E.T. to reimburse the City of Farmington for qualifying overtime costs subject to the terms and conditions of the Agreement.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Farmington City Council approves the Subrecipient Agreement between the County of Oakland and the City of Farmington, for the High Intensity Drug Trafficking Area (HIDTA), subject to all the terms and conditions, for the Period of Performance: January 1, 2020 through December 31, 2020.

**BE IT FURTHER RESOLVED** that the City of Farmington City Council authorizes City Manager David Murphy to sign all documents necessary in finalizing the Agreement.

AYES: Schneemann, Taylor, Bowman, DeLind, LaRussa

NAYS: None

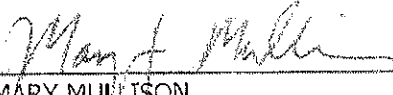
ABSTENTIONS: None

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN     )  
                                  )ss  
COUNTY OF OAKLAND    )

I, MARY MULLISON, the duly-qualified Clerk of the City of Farmington, Oakland County, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Farmington at a duly-called meeting held on the 6th day of April, 2020, the original of which is on file in my office.

IN WITNESS WHEREOF, I have hereunto affixed by official signature this 6th day of April, 2020.

  
\_\_\_\_\_  
MARY MULLISON  
Clerk, City of Farmington



# OAKLAND COUNTY CLERK/REGISTER OF DEEDS

WWW.OAKGOV.COM/CLERKROD  
ELECTIONS DIVISION

LISA BROWN  
COUNTY CLERK/REGISTER OF DEEDS

JOSEPH J. ROZELL, CERA  
DIRECTOR OF ELECTIONS

July 31, 2020

Michigan Department of State  
Office of the Great Seal  
Richard H. Austin Building, 1<sup>st</sup> Floor  
430 W. Allegan  
Lansing, MI 48918

Dear Office of the Great Seal:

On June 25, 2020 the Board of Commissioners for Oakland County entered into an agreement per MR #20226 – Sheriff's Office – 2020 High Intensity Drug Areas (HIDTA) – Grant Acceptance.

As required by Urban Cooperation Act 7 of 1967 - MCL 124.510(4), a copy of the signed agreement with the County of Oakland and the City of Farmington, and the authorizing Board of Commissioners Resolution are enclosed for filing by your office.

Send confirmation of receipt of this agreement to:

Mr. Joseph Rozell, Director of Elections  
Oakland County Clerk/Register of Deeds  
County Service Center, Building #14 East  
1200 N. Telegraph Rd.  
Pontiac, MI 48341

**(Please include our Miscellaneous Resolution number on the confirmation of receipt letter for filing purposes.)**

Contact our office at (248) 858-0564 if you have any questions regarding this matter.

Sincerely,  
COUNTY OF OAKLAND

Joseph J. Rozell, CERA  
Director of Elections

Cc: Pat Davis, Corporation Counsel, Oakland County  
Donna Dyer, Corporation Counsel, Oakland County  
Elizabeth Skwarczewski, Technical Assistant, OCSO  
Mary Mullison, Clerk, City of Farmington

Enclosures

**ADMINISTRATIVE OFFICE**  
1200 N. TELEGRAPH RD., DEPT. 415  
PONTIAC, MICHIGAN 48341-0415  
(248) 858-0561  
CLERK@OAKGOV.COM

**ELECTIONS DIVISION**  
1200 N. TELEGRAPH RD., DEPT. 417  
PONTIAC, MICHIGAN 48341-0417  
(248) 858-0564  
ELECTIONS@OAKGOV.COM

**LEGAL & VITAL RECORDS**  
1200 N. TELEGRAPH RD., DEPT. 413  
PONTIAC, MICHIGAN 48341-0413  
(248) 858-0581  
CLERKLEGAL@OAKGOV.COM

**REGISTER OF DEEDS**  
1200 N. TELEGRAPH RD., DEPT. 480  
PONTIAC, MICHIGAN 48341-0480  
(248) 858-0605  
DEEDS@OAKGOV.COM