

cityofnovi.org

## CITY of NOVI CITY COUNCIL

Agenda Item G  
May 4, 2009

**SUBJECT:** Approval of Intergovernmental Agreement between Oakland County and the City of Novi for the 2009 Federal Bureau of Justice Edward Byrne Assistance Grant.

**SUBMITTING DEPARTMENT:** Police *DEM*

**CITY MANAGER APPROVAL:** *[Signature]*

### BACKGROUND INFORMATION:

The US Department of Justice (DOJ) has released the FY 2009 Local Justice Assistance Grant (JAG) allocation amounts as part of the FY 09 Recovery Act. The City of Novi has been allocated \$24,334. This amount is based upon a community's population and violent crime statistics.

Oakland County has been designated as the Fiscal Agent for this pass through grant similar to the Homeland Security and Emergency Management grants we have obtained. They will be required to file a joint application with the 20 other communities identified throughout the area. All agencies participating in this grant will pay three percent (3%) of its grant award to the County for the work they must perform in their role as Fiscal Agent. Novi's net award is \$23,604. There is no match required for this grant.

Grantees may utilize Recovery JAG funds for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, as well as research and evaluation activities that will improve or enhance law enforcement programs related to criminal justice. Some examples include: prosecution and court programs; prevention and education programs; corrections and community corrections programs; drug treatment and enforcement programs; planning, evaluation, and technology improvement programs; and crime victim and witness programs (no compensation).

In addition to fulfilling program-specific purposes, projects funded under the Recovery Act should be designed to further one or more of the general purposes of the Recovery Act, which are to preserve and create jobs and promote economic recovery; to assist those most impacted by the recession; to provide investments needed to increase economic efficiency by spurring technological advances in science and health; to invest in transportation, environmental protection, or other infrastructure that will provide long term economic benefits; and to stabilize state and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive state and local tax increases.

The initiative we are applying for is the purchase of an applicant Livescan fingerprinting system. The solution allows for immediate transmission of an applicant's fingerprints to the state and federal system for immediate processing. This investment will provide long term economic benefits and increased revenue for the City which would offset loss revenue projections. The estimated cost for the Livescan system is \$22,000 and is within the allocated dollars of the pass through grant.

Oakland County is requiring a certified resolution from Council. This agreement was reviewed and approved by Novi's corporate counsel.

**RECOMMENDED ACTION:** Approval of Intergovernmental Agreement between Oakland County and the City of Novi for the 2009 Federal Bureau of Justice Edward Byrne Assistance Grant.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Gatt				
Council Member Burke				
Council Member Crawford				

	1	2	Y	N
Council Member Margolis				
Council Member Mutch				
Council Member Staudt				



April 23, 2009

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P.O. Box 3040  
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Deputy Chief Thomas Lindberg  
Novi Police Department  
45125 West 10 Mile Road  
Novi, MI 48375

KRISTIN BRICKER KOLB  
Direct: 248-539-2837  
kolbkr@secretswardle.com

*Re: Review of Revised Intergovernmental Government-  
Edward Byrne Memorial Justice Assistance Grant*

Dear Deputy Chief Lindberg:

We have reviewed the revised Intergovernmental Agreement, and it appears the comments raised in our previous correspondence to the City have been addressed. A couple of other minor changes were made to the Agreement, presumably at the request of the other participating municipalities, but they are non-substantive and do not affect the interests of the City of Novi.

Additionally, all of the referenced exhibits have been attached to the Agreement, and we have no issue with any of them.

In short, we are satisfied with the revised Agreement and see no reason for the City not to proceed in signing onto the Agreement.

Please let me know if you need anything further on this matter.

Very truly yours,

  
Kristin Bricker Kolb

KBK:jw

cc: David E. Molloy, Chief of Police  
Maryanne Cornelius, City Clerk  
Clay J. Pearson, City Manager  
Thomas R. Schultz, Esq.

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April 15, 2009

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Direct: 248-539-2837  
kcolb@secretwardle.com

*Re: Review of Intergovernmental Government-  
Edward Byrne Memorial Justice Assistance Grant*

Dear Deputy Chief Lindberg:

Pursuant to your request, we have reviewed the proposed "Intergovernmental Agreement Between and Among Participants in the 2009 Federal Bureau of Justice Assistance Edward Byrne Justice Assistance Grant Program" (the "Agreement"). As you are aware, the Agreement is proposed to be between Oakland County and 20 communities in the County, including the City of Novi. The purpose of the Agreement is to facilitate a joint application for funds from the federal government pursuant to the Edward Byrne Justice Assistance Grant Program (the "Grant").

Following our review, we have no significant legal concerns regarding the Agreement, and see no reason for the City not to proceed with signing on to the Agreement. We do have a couple of minor issues that we feel should be addressed before moving ahead, as detailed below:

1. In paragraph 1, "Purpose of Agreement", and in at least two other places in the Agreement as well as in Appendix A, there is a reference to the parties being certified as "disparate" by the Bureau of Justice Assistance. The word "disparate" generally means things that are dissimilar, unlike, unequal or different. It is not clear what purpose the use of the term "disparate" means with respect to the City of Novi, and we would appreciate any insight you can provide in this regard.
2. In paragraph 4.2, there is a reference to "OMB". While we believe the reference is to the Office of Management and Budget, this term is not defined anywhere in the agreement and we believe that it should be.
3. In paragraph 4.5 and 4.6, there is a reference to the fact that the sums allocated may be expended over a four year period. There is also a reference to the establishment of a trust fund, presumably administered by the County, as fiscal agent which will be the repository of the grant funds. There should be a reference, therefore, to the fact that any interest earned

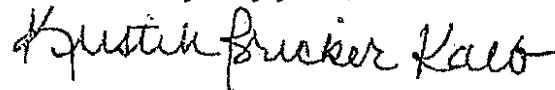
on funds placed in the trust fund shall inure to the benefit of the parties to this agreement.

4. In paragraph 4.33, "Notice", there is a reference to contact persons listed in Appendix However, Appendix A merely lists the names of the different cities and/or townships but does not list a contact person. A contact person should, therefore, be listed with each community in Appendix A.

Generally, the Agreement requires all participating communities to comply with the terms of the Grant and the Agreement, including annual and more frequent reporting requirements relative to the use and management of any grant funds received. Barring any prior termination, the Agreement will automatically expire at midnight, June 5, 2013. The City of Novi is expected to receive \$23,604.00 in grant funds. Three (3) percent of the total anticipated grant monies (\$1,991,207.00) is to be paid to Oakland County as an administrative fee. The County will act as the fiscal agent for all funds paid pursuant to the Grant. If the grant funds are to be used to purchase property or equipment, the County will undertake such purchase(s) and then forward the property or equipment to the City.

As stated above, upon addressing the minor issues noted above, we see no legal reason to prevent the City from moving forward with signing the Agreement. If you have additional questions or need further assistance on this matter, please feel free to contact me.

Very truly yours,



Kristin Bricker Kolb

KBK:jw

cc: David E. Molloy, Chief of Police  
Maryanne Cornelius, City Clerk  
Clay J. Pearson, City Manager  
Thomas R. Schultz, Esq.

**Intergovernmental Agreement**  
**Between and Among**  
**Participants in the 2009 Federal Bureau of Justice Assistance**  
**Edward Byrne Justice Assistance Grant Program**

This Intergovernmental Agreement (Agreement) is made between and among the governmental entities, Constitutional and Municipal Corporations in the State of Michigan whose names are listed in Appendix A. In this Agreement, any reference to a "Party" is a reference to each and every governmental entity that is identified in Appendix A and any reference to "Parties" is a reference to all the governmental entities listed in Appendix A.

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

1. **Purpose of Agreement**

The Parties to this Agreement are Governmental Entities, including the County of Oakland and various cities, villages and townships within the County of Oakland, that have been, are, or may be certified as disparate by the Bureau of Justice Assistance (BJA) Edward Byrne Justice Assistance Grant (JAG) Program. By entering into this Agreement, the Parties acknowledge their intention to submit a joint application for the aggregate JAG Program funds that may be available to them in FY 2009, or, at the Parties' discretion, to submit a joint application in any year through 2013 in which the JAG Program requires a joint Grant application. In any Grant application required by the JAG Program, the Parties shall specify the amount of funds that are to be distributed to each of them and the purposes for which the funds will be used and their individual and collective intention to comply with any and all Grant requirements established by the Bureau of Justice Assistance.

2. **Definitions**

- 2.1. **Agreement** means the terms and conditions of this Agreement, any Appendices to this Agreement, and any other mutually agreed upon written modification, amendment, or addendum signed by the Parties to this Agreement.
- 2.2. **Bureau of Justice Assistance (BJA) Edward Byrne Justice Assistance Grant (JAG) Program** means the Grant program of the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, by which Federal funds are made available to support all components of the criminal justice system, from multi-jurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives, as further and more fully defined in the Grant application and other federal Grant information.

- 2.3. **The Grant or Grant** means the funds awarded to the Governmental Entities pursuant to BJA Grant Application number 2009-G1382-MI-SB submitted to the Edward Byrne Justice Assistance Grant (JAG) Program by the County of Oakland on behalf of itself and the Governmental Entities identified in Appendix A.
- 2.4. **Disparate Certification**  
A disparate allocation occurs when a city or municipality is scheduled to receive one and one-half times (150 percent) more than a county with concurrent jurisdiction, while that county bears more than 50 percent of the costs associated with prosecution or incarceration of the municipality's Part 1 violent crime. Multiple disparate allocations occur when multiple cities or municipalities are collectively eligible to receive four times (400 percent) more than the county. JAG disparate jurisdictions are certified by the Director of the Bureau of Justice Assistance (BJA), based in part on input from the state's Attorney General. As used in this Agreement, "certified as disparate" means that the Parties to this Agreement fit the criteria described in this section.
- 2.5. **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 Fiscal Agent or Governmental Entity, as defined herein, whether such claim is brought in law, equity, tort, contract, or otherwise.
- 2.6. **Fiscal Agent** means the County of Oakland, a constitutional Corporation including, but not limited to, its Board, any and all of its departments, divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.
- 2.7. **Governmental Entity** (or the name of any governmental entity referenced in Appendix A) each shall be defined to include any and all departments, divisions, commissioners, elected and appointed officials, boards, councils, directors, board members, council members, authorities, committees, employees, agents, subcontractors, volunteers and/or any such persons' successors of the referenced governmental entity or unit ("Agents").
- 2.8. **Recovery Act** means the American Recovery and Reinvestment Act of 2009, Public Law 111-5, which provides the U.S. Department of Justice (DOJ) with funding for grants to assist state, local, and tribal law enforcement (including support for hiring), to combat violence against women, to fight internet crimes against children, to improve the functioning of the criminal justice system, to assist victims of crime, and to support youth mentoring. DOJ is committed to working with our national, state, local and tribal partnerships to ensure this

funding invests in the American workforce. The “Recovery Act” imposes various requirements upon successful applicants for awards under the Office of Justice Programs (OJP) with which the Parties agree to fully comply.

3. **Appendices**

- 3.1. **Appendix A:** List of Governmental Entities Certified as Disparate by the Bureau of Justice Assistance for Purposes of Applying for Edward Byrne Justice Assistance Grant Funds.
- 3.2. **Appendix B:** Grant Fund Allocations
- 3.3. **Appendix C:** Transfer of Ownership Agreement/Equipment Receipt and Acceptance for Purchases under CFDA Number 16.804
- 3.4. **Appendix D:** Use of the Equipment
- 3.5. **Appendix E:** Equipment Request Form

4. **Terms**

- 4.1. **Grant Compliance.** Each Party agrees that any and all funds granted to it pursuant to the joint Grant application to the Bureau of Justice Assistance (BJA) Edward Byrne Justice Assistance Grant (JAG) Program shall be used by it only as described in the Grant application, only according to the provisions in the Grant agreement and its amendments, if any, and only in a manner that will serve the purposes defined in the Grant.
- 4.2. **Grant Assurances, Certifications and Audit Requirements.** Each Party agrees that it will comply with any and all standard assurances set forth in the grant application and grant contract; will conform its behavior to the requirements set forth in the relevant United States Office of Management and Budget (OMB) circulars identified in the grant application and grant contract; will remain in compliance with the Federal requirements regarding lobbying, debarment, responsibility, drug free environment, and non-discrimination; and, will conduct such audits as may be required by the grant application, contract and award of grant funds.
- 4.3. **Intergovernmental Agreement Requirement.** The Parties acknowledge that in order to be eligible for the JAG funds, the Federal Government, and not any individual Party to this Agreement, requires them to enter into this Intergovernmental Agreement setting forth their obligations regarding the management and oversight of Grant funds.
- 4.4. **Intergovernmental Agreement Compliance.** The Parties agree to abide by the terms and conditions set forth in this Intergovernmental Agreement relating to any and all aspects of the Grant and management of Grant funds, including but not limited to: receipt of Grant funds; use of Grant funds; reporting on the use of Grant funds; and the effectiveness of Grant funds in achieving the purposes for which they were granted. The Parties shall comply with all other requirements



established now, or in the future, by the BJA and as may be required by the BJA or the Fiscal Agent to achieve the smooth and efficient administration of the Grant, including, but not limited to, the timely filing of reports as required by the Bureau of Justice Assistance and management of property and assets acquired with Grant funds.

- 4.5. **Allocation of Grant Funds.** Any funds granted to the Parties by the Department of Justice under the JAG shall be allocated and expended only as prescribed and permitted by the JAG Grant. For the grant period 2009-2010, the total Grant allocation is one million, nine hundred ninety-one thousand, two hundred seven dollars (\$1,991,207). The sum allocated to each Party is set forth in Appendix B which is fully incorporated here by reference, and may be expended over the four (4) year grant period which extends through 2013. Any interest earned on funds placed in the trust fund shall inure to the benefit of the Parties to this Agreement and, unless the Parties agree otherwise, will be allocated to each Party in an amount proportionate to that Party's grant.
- 4.6. **Dispersal of Grant Funds.** The County agrees to act as Fiscal Agent for any funds granted to the Parties pursuant to their joint Grant application, including initial acceptance of funds from the BJA, establishment of a Trust Fund which shall be the repository of Grant funds until dispersed according to the agreed-upon procedures, and the dispersal of Grant funds to the Parties up to the amounts established by BJA. Any interest earned on funds placed in the trust fund shall inure to the benefit of the Parties to this Agreement and, unless the Parties agree otherwise, will be allocated to each Party in an amount proportionate to that Party's grant.
- 4.7. **Reporting Obligations.** Each Party shall be fully responsible for timely completing any and all compliance reports required by BJA or timely providing the County with information, in the agreed-upon format, necessary to complete any and all BJA compliance reports that are or may be required under the Grant. The Parties agree that given the size of the Grant, the 4 year period in which funds may be expended, and the number of Parties involved, providing required reporting information related to its utilization of Grant funds is the sole responsibility of each Party. The County agrees that, provided it has received the required reporting information, it shall be responsible for submitting to BJA any and all reports and information that may be required in order to fulfill the conditions of the Grant in a timely manner that fully comports with the requirements of the Grant. The County will provide reports to the Parties on their individual and collective expenditure of Grant funds and remaining balance at least annually.
- 4.8. **Communication Among Parties.** Each Party agrees, upon request, to provide summary information on its compliance with Grant requirements to the other Parties' Grant administrators and to provide the County with other information that may be required or that the County may request to ensure that the County, as

original recipient of the Grant funds, is able to perform all tasks and activities necessary to satisfy its obligations as Fiscal Agent under the Grant.

**4.9. Equipment and Property Acquisition.**

4.9.1. If Grant funds are provided to any Party to purchase equipment or property, the County shall be responsible for procuring and paying for the equipment according to the County's procurement policies or as otherwise required by the Grant agreement.

4.9.2. Title to the equipment or property shall be transferred to the requesting Party according to the provisions in Appendix C, Transfer of Ownership Agreement/Equipment Receipt and Acceptance, which is fully incorporated here by reference. The Parties represent and warrant that only those Agents duly authorized and empowered to transfer or accept property or equipment on behalf of the County and the Party shall sign the Transfer of Ownership/Equipment Receipt and Acceptance.

4.9.3. The Governmental Entity agrees that it will refrain from using or permitting any Agent to use the equipment until the Fiscal Agent has acknowledged receipt of the Transfer of Ownership Agreement/Equipment Receipt and Acceptance. Upon transfer of title, the Party's rights and obligations regarding the property are as described in Appendix D, which is fully incorporated into this Agreement.

4.9.4. Each Party shall be responsible for creating, maintaining and updating a list/inventory of all equipment purchased for it with Grant funds, beginning on the date on which title to the property is transferred to the Party and ending three (3) years after the Grant has expired.

4.9.5. Annually, no later than 30 days following the end of the calendar year, each Party shall submit an updated report on the property and equipment it has received under the Grant to the County. The list/inventory shall include 1) the name of the equipment and any identifying tracking numbers; 2) the cost of the item; 3) the physical location of the equipment; and, 4) the condition of the equipment.

4.10. **Hiring Employees.** Parties shall complete such reporting requirements as may be set forth in the grant agreement that will be executed by the County and is the subject of this intergovernmental agreement. Parties agree to provide, as required by the Grant agreement, salary certifications and any other detail that may be required for each and every position.

4.11. **Administrative Fee.** Each Party, other than Oakland County, for whom Oakland County is acting as Fiscal Agent for purposes of this Grant agrees to pay three percent (3%) of its Grant award for the work the County must perform in the role

of Fiscal Agent to ensure the management of The Grant, as more fully described in this Agreement and the Grant agreement.

- 4.12. **Duration.** Unless terminated according to the provisions of Sections 4.14 or 4.15 or extended by a signed Amendment to this Agreement, this Interlocal Agreement shall expire by its own terms at 11:59:59 on 5 June 2013.
- 4.13. **Office of the Great Seal.** The County will file a copy of this Agreement with the Clerk of the County of Oakland and the Office of the Great Seal of the State of Michigan, as required by MCL 124.510, after it has been approved pursuant to resolution of the authorized legislative body of each Party, and signed by its authorized representative.
- 4.14. **Termination for Convenience.** This Agreement may be terminated by any Party provided the Party fully and completely withdraws from participation in the BJA Grant for which this Agreement was developed and executed, and only if it has, until the date of termination or for any other period required by BJA, fully complied with the terms and conditions of the Grant and fulfilled all of its obligations set forth in the Grant and this Agreement. Termination of this Agreement does not release any Party from any obligations that Party may have to the Grantor under the Grant application or Grant agreement or as otherwise required by the BJA.
- 4.15. **Termination for Breach.** If a Party is alleged to or fails to comply with the requirements of the BJA regarding the Grant, or is alleged to or fails to comply with the terms of this Agreement, the remaining Parties to this Agreement may terminate their Agreement with the non-compliant Party and continue this Agreement among themselves. A Party who is non-compliant with the Grant requirements assumes sole risk and liability for its non-compliance including liability for any penalties that may be imposed by the BJA or other department or agency of the Federal Government because of its alleged non-compliance. The non-compliant Party agrees that it will refrain from any actions to shift or assign liability or responsibility for its non-compliance onto other Parties to this Agreement.
- 4.16. **Non-Supplanting.** Each Party, by entering into this Agreement, warrants and represents that the funds for which the County will apply on behalf of all of the Parties will not supplant or replace other state or local funding allocated to cover the identified services.
- 4.17. **Other Grant Warranties.** Each Party entering into this Agreement warrants and certifies that it is in compliance with the warranties and certifications required in the Grant application and authorizes the County to make such warranties and certifications on its behalf. Each Party will fully comply with the warranties and certifications throughout the term of the Grant and this Agreement.

- 4.18. **No Employee-Employer Relationship.** Nothing in this Agreement shall be construed as creating an employer-employee relationship between any Party (including any of its Agents), and any other Party (including any of its Agents).
- 4.19. **No Indemnification.** Each Party shall be responsible for its own acts and/or omissions and the acts and/or omissions of its Agents. Nothing in this Agreement shall be construed as creating an obligation to indemnify or defend any other Party or Parties for any claim, damage or liability arising out of or stemming from any act or action of any Party, including, but not limited to the use of Grant funds pursuant to this Agreement.
- 4.20. **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.
- 4.21. **Reservation of Rights.** This Agreement does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity.
- 4.22. **Agreement Modifications or Amendments.** Any modifications, amendments, recessions, waivers, or releases to this Agreement must be in writing and agreed to by the Parties.
- 4.23. **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 any Party shall subsequently affect its right to require strict performance of this Agreement.
- 4.24. **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 and effect.
- 4.25. **Discrimination.** The Parties shall not discriminate against their employees, agents, applicants for employment, or another person 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.
- 4.26. **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.

- 4.27. **Delegation/Subcontract/Assignment.** No Party shall delegate, subcontract, and/or assign any obligations or rights under this Agreement without the prior written consent of the BJA Edward Byrne Justice Assistance Grant (JAG) Program and notice of such consent to the Fiscal Agent.
- 4.28. **Survival of Terms.** The following sections shall survive termination of this Agreement: Grant Compliance; Reporting Obligations; Reservation of Rights; Governing Law; Severability; No Indemnification; Equipment and Property Acquisition; Full Compliance and Survival of Terms.
- 4.29. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- 4.30. **Sole and Exclusive Agreement.** Any and all intergovernmental agreements between or among any of the Parties entered into for purposes of applying for and obtaining BJA Grant funds at any time in the past shall remain in full force and effect as to any earlier grants, including, but not limited to, the BJA grants for 2005, 2006, 2007, and 2008 for which the County of Oakland and the Cities of Pontiac and Southfield entered into Intergovernmental Agreements as required by the Bureau of Justice Assistance as a result of their certification as disparate. Notwithstanding the preceding sentence this Agreement shall be the sole and exclusive Intergovernmental Agreement presented to the BJA by the Parties for the purpose of applying for disparate funding for fiscal year 2009 or, at the Parties' discretion, to submit a joint application in any year through 2013 in which the JAG Program requires a joint Grant application..
- 4.31. **Knowledge of Terms and Conditions.** Each Party has fully reviewed the terms, conditions and requirements of the Grant and this Agreement and accepts that the obligations set forth in those terms, conditions and requirements apply fully and completely to it regardless of the amount of its individual Grant or its percentage of the full dollar amount granted by BJA to the entities listed in Appendix A. Each Party acknowledges its obligation to fulfill those conditions, requirements and obligations in order to ensure compliance with Grant requirements. A Party who fails to fulfill those terms, conditions and requirements will also be in breach of this Agreement.
- 4.32. **Full Compliance.** Each Party shall use its best efforts to ensure that it has fully complied with all Grant requirements and agrees that its full compliance is necessary in order to ensure that all other Parties are not subject to any penalty as a result of a Party's failure to fully comply with the Grant requirements. Each Party shall bear its own risk of grant-related penalties up to and including

debarment in the event that the BJA determines that the Party has misused granted funds or failed to abide by the terms and conditions of the Grant Agreement or if the BJA determines that the Party's representations made in preparation of the Grant application or acceptance of the Grant Agreement regarding, by way of example and not limitation, lobbying, supplanting and compliance with other federal regulations require, in the BJA's opinion, a penalty.

- 4.33. **Notice.** 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 contact persons listed in Appendix A. Notice will be deemed given on the date when one of the following first occurs: 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. A Party may change the contact person by notifying the other Parties in writing.
- 4.34. **Governing Law.** This Agreement shall be governed, interpreted and enforced by the laws of the State of Michigan.
- 4.35. 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 here.
- 4.36. **Entire Agreement.** This Agreement represents the entire Agreement between the Parties and supercedes all other Agreements between the Parties governing the matters described here. 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 consideration of the mutual promises, obligations, representations, and assurances in this Agreement, pursuant to the requirements of the Edward Byrne Justice Assistance Grant (JAG) Program that, in order to make application for Grant funds that may be available, the Parties enter into this Agreement.

**For the City of:** NOVI

\_\_\_\_\_  
(print name) David Landry, Mayor

\_\_\_\_\_  
Date

**For the City of:**

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
Date

Application Number: 2009-G1382-MI-SB

Application Number: 2009-G1382-MI-SB

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, pursuant to the requirements of the Edward Byrne Justice Assistance Grant (JAG) Program that, in order to make application for Grant funds that may be available, the Parties enter into this Agreement.

**For the County of Oakland:**

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
Date



**Appendix A**

**List of Governmental Entities Certified as Disparate by the Bureau of Justice Assistance  
for Purposes of Applying for Edward Byrne Justice Assistance Grant Funds**

<u>State</u>	<u>Jurisdiction Name</u>	<u>Contact</u>
MI	OAKLAND COUNTY	Gaia Piir
MI	BIRMINGHAM CITY	Deputy Chief Don Studt
MI	FERNDALE CITY	Captain Tim Collins
MI	HAZEL PARK CITY	Lieutenant Mike Kolp
MI	LATHRUP VILLAGE CITY	Chief Robert Jones
MI	MADISON HEIGHTS CITY	Chief Kevin Sagan
MI	OAK PARK CITY	Admin. Lt./Fire Marshal Christopher Petrides
MI	PONTIAC CITY	Sergeant Robert Ford
MI	ROYAL OAK CITY	Interim Chief Chris Jahnke
MI	SOUTH LYON CITY	Lieutenant Steve Sharpe
MI	TROY CITY	Sergeant Don Ostrowski
MI	WALLED LAKE CITY	Sergeant Paul Shakinis
MI	WIXOM CITY	Sergeant Charles Yon
MI	NOVI CITY	Chief David Malloy
MI	SOUTHFIELD CITY	Sergeant Michele Kuzila
MI	AUBURN HILLS CITY	Chief Doreen Olko
MI	FARMINGTON HILLS CITY	Commander Tim Connor
MI	BLOOMFIELD TOWNSHIP	Deputy Chief Geof Gaudard
MI	WATERFORD CHARTER TOWNSHIP	Deputy Chief Jeff James
MI	WEST BLOOMFIELD CHARTER TOWNSHIP	Lieutenant Curt Lawson
MI	WHITE LAKE CHARTER TOWNSHIP	Chief Ron Stephens

**Appendix B  
Grant Fund Allocations**

<u>Jurisdiction Name</u>	<u>Allocation</u>
OAKLAND COUNTY	\$232,769
3% ADMIN FEE	\$52,753
BIRMINGHAM CITY	\$16,116
FERNDALE CITY	\$49,325
HAZEL PARK CITY	\$47,208
LATHRUP VILLAGE CITY	\$9,767
MADISON HEIGHTS CITY	\$40,045
OAK PARK CITY	\$80,417
PONTIAC CITY	\$610,290
ROYAL OAK CITY	\$66,743
SOUTH LYON CITY	\$10,581
TROY CITY	\$39,232
WALLED LAKE CITY	\$10,256
WIXOM CITY	\$13,674
NOVI CITY	\$23,604
SOUTHFIELD CITY	\$443,759
AUBURN HILLS CITY	\$40,534
FARMINGTON HILLS CITY	\$74,068
BLOOMFIELD TOWNSHIP	\$12,534
WATERFORD CHARTER TOWNSHIP	\$86,115
WEST BLOOMFIELD CHARTER TOWNSHIP	\$18,558
WHITE LAKE CHARTER TOWNSHIP	\$12,860
TOTAL	\$1,991,207

Appendix C

TRANSFER OF OWNERSHIP AGREEMENT/EQUIPMENT RECEIPT AND  
ACCEPTANCE  
FOR PURCHASES UNDER CFDA NUMBER 16.804

This Transfer of Ownership Agreement (“Ownership Agreement”) is executed by and between the County of Oakland, 1200 North Telegraph Road, Pontiac, Michigan 48341 (Fiscal Agent) and **(Insert name and address of Governmental Entity)** (Governmental Entity) on **(insert date)**.

In consideration of the mutual promises, obligations, representations, and assurances in this Ownership Agreement, the Fiscal Agent and Governmental Entity agree to the following terms and conditions:

1. **Definitions.**

- 1.1. **Ownership Agreement** means the terms and conditions of this Ownership Agreement and any other mutually agreed to written and executed modification, amendment, or addendum.
- 1.2. **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 Fiscal Agent and Governmental Entity, as defined herein, whether such claim is brought in law or equity, tort, contract, or otherwise.
- 1.3. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
- 1.4. **Equipment** means the equipment purchased with Grant Program funds which is listed and described in Section 2 of this Ownership Agreement.
- 1.5. **Fiscal Agent** means Oakland County, a Constitutional Corporation including, but not limited to, its Board, any and all of its departments, divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons successors.
- 1.6. **Governmental Entity** means the \_\_\_\_\_, a Michigan Municipal Corporation, including any and all departments, divisions, commissioners, elected and appointed officials, boards, councils, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors,

volunteers and/or any such persons' successors of the referenced governmental entity or unit (Agents).

2. **Transfer of Title.**

2.1. Pursuant to the Bureau of Justice Assistance (BJA) Edward Byrne Justice Assistance Grant (JAG) Program Intergovernmental Agreement, the Fiscal Agent purchased the following Equipment with Bureau of Justice Assistance (BJA) Edward Byrne Justice Assistance Grant (JAG) Program funds as directed by the Governmental Entity:

2.1.1. **[List Equipment Purchased, including model and serial numbers]**

2.2. The Fiscal Agent grants all right, title, and interest in and to the Equipment to the Governmental Entity.

3. **Acceptance of Equipment.**

3.1. By signing this Ownership Agreement, the Governmental Entity accepts the Equipment in its current condition, "AS IS", and acknowledges that it had an opportunity to inspect the Equipment.

4. **Fiscal Agent Assurances.** The Fiscal Agent represents the following:

4.1. The Fiscal Agent has full right and title to transfer ownership of the Equipment to the Governmental Entity.

4.2. The Fiscal Agent has no knowledge of any judgments, liens, mortgages, pledges, claims, rights, security, interests, encumbrances, or any other adverse interests against the Equipment.

4.3. To the extent possible, the Fiscal Agent transfers all warranties to the Equipment to the Governmental Entity.

5. **Governmental Entity Responsibilities.**

5.1. Upon execution of this Ownership Agreement the Governmental Entity shall be solely responsible for the Equipment, including but not limited to the following:

5.1.1. Operating the equipment;

5.1.2. Maintaining and repairing the equipment;

5.1.3. Replacing or repairing equipment which is willfully or negligently lost, stolen, damaged, or destroyed;

5.1.4. Investigating, documenting, and including information regarding any loss, damage or theft of equipment in the official Grant Program records;

- 5.1.5. Insuring the equipment if required by law or if the Governmental Entity deems it appropriate in its discretion;
- 5.1.6. Training for use of the equipment, if training is not included with the purchase of the equipment; and
- 5.1.7. Assuming Liability for all Claims arising out of the Governmental Entity's use of the equipment.
- 5.2. The Governmental Entity shall comply with and shall use the Equipment in accordance with the Bureau of Justice Assistance (BJA) Edward Byrne Justice Assistance Grant (JAG) Program and the associated Intergovernmental Agreement
- 5.3. The Governmental Entity shall keep the Fiscal Agent informed of the location of the Equipment. If the Equipment by its nature is mobile, the Governmental Entity must provide a general location or "home-base" where the Equipment can be found. If the location of the Equipment changes, the Governmental Entity shall provide the new location to the Fiscal Agent immediately. The information required by this Section shall be provided to the Fiscal Agent upon execution of this Ownership Agreement and continue until three (3) years after the close of this Grant Program.
- 5.4. The Governmental Entity shall list all Equipment transferred to it pursuant to this Ownership Agreement on its Schedule of Expenditures of Federal Awards.
- 5.5. Except for Equipment that is disposable or expendable, the Governmental Entity shall inform the Fiscal Agent if it plans to dispose of the Equipment and work with the Fiscal Agent regarding any issues associated with disposal of the Equipment.
- 5.6. The Governmental Entity shall be solely responsible for all costs, fines, and fees associated with the use and misuse of the Equipment, including but not limited to, costs for replacing the Equipment or costs, fines, or fees associated with an ineligible use determination by auditors.
- 5.7. The Governmental Entity shall make any Equipment purchased with grant funds available for inspection to the Fiscal Agent and State and Federal Auditors upon request.
6. **No Third Party Beneficiaries.** Except as provided for the benefit of the Parties, this Ownership 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.
7. **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.

8. **Permits and Licenses.** Each Party shall be responsible for obtaining and maintaining, throughout the term of this Ownership Agreement, all licenses, permits, certificates, and governmental authorizations necessary to carry out its obligations and duties pursuant to this Ownership Agreement.
9. **Reservation of Rights.** This Ownership 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.
10. **Delegation/Subcontract/Assignment.** Neither Party shall delegate, subcontract, and/or assign any obligations or rights under this Ownership Agreement without the prior written consent of the other Party.
11. **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 Ownership Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Ownership Agreement. No waiver of any term, condition, or provision of this Ownership 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 Ownership Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Ownership Agreement.
12. **Severability.** If a court of competent jurisdiction finds a term, or condition, of this Ownership Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Ownership Agreement. All other terms, conditions, and provisions of this Ownership Agreement shall remain in full force.
13. **Captions.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Ownership Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Ownership Agreement. Any use of a word's singular or plural, any reference to male, female, or neuter genders, and possessive case in this Ownership Agreement shall be deemed the appropriate plurality, gender or case as the context requires.
14. **Notices.** Notices given under this Ownership 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.
  - 14.1. If notice is sent to the Fiscal Agent, it shall be addressed and sent to: Oakland County Board of Commissioners Chairperson, 1200 North Telegraph, Pontiac, Michigan 48341, and to Oakland County Fiscal Services, Grant Administrator, 1200 N. Telegraph Dept 410, Building 47 West, Pontiac, Michigan 48341.

- 14.2. If notice is sent to the Governmental Entity, it shall be addressed to:
- 14.3. Either Party may change the address and/or individual to which notice is sent by notifying the other Party in writing of the change.
- 15. **Governing Law.** This Ownership Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan.
- 16. **Agreement Modifications or Amendments.** Any modifications, amendments, recessions, waivers, or releases to this Ownership Agreement must be in writing and executed to by both Parties.
- 17. **Entire Agreement.** This Ownership Agreement represents the entire agreement and understanding between the Parties. This Ownership Agreement supersedes all other oral or written agreements between the Parties. The language of this Ownership Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

The individual or official executing this Ownership Agreement certifies that by his or her signature that he or she is authorized to sign this Ownership Agreement and bind the Fiscal Agent and Governmental Entity to the terms and conditions of this Ownership Agreement.

Fiscal Agent: The County of Oakland

\_\_\_\_\_  
Date

Governmental Entity: **[Insert Name]**

\_\_\_\_\_  
Date

**Appendix D**  
**Use of Equipment and Property**

1. Upon execution of the Transfer of Ownership Agreement/Equipment Receipt and Acceptance, the Governmental Entity shall be solely responsible for the equipment, including but not limited to the following:
  - 1.1. Operating the equipment;
  - 1.2. Maintaining and repairing the equipment;
  - 1.3. Replacing or repairing equipment which is willfully or negligently lost, stolen, damaged, or destroyed;
  - 1.4. Investigating, documenting, and including information regarding any loss, damage or theft of equipment in the official Grant Program records;
  - 1.5. Insuring the equipment if required by law or if the Governmental Entity deems it appropriate in its discretion;
  - 1.6. Training for use of the equipment, if training is not included with the purchase of the equipment; and
  - 1.7. Assuming Liability for all Claims arising out of the Governmental Entity's use of the equipment.
  - 1.8. Complying with and using the equipment in accordance with the BJA Edward Byrne Justice Assistance Grant (JAG) Program Guidance.
2. The Governmental Entity shall keep the Fiscal Agent informed of the location of the equipment. If the equipment by its nature is mobile, the Governmental Entity must provide a general location or "home-base" where the equipment can be found. If the location of the equipment changes, the Governmental Entity shall provide the new location to the Fiscal Agent immediately. The information required by this Section shall be provided to the Fiscal Agent upon execution of the Transfer Ownership Agreement and continue until three (3) years after the close of this Grant Program.
3. The Governmental Entity shall list all equipment transferred to it pursuant to the Transfer Ownership Agreement on its Schedule of Expenditures of Federal Awards.
4. Except for equipment that is disposable or expendable, the Governmental Entity shall inform the Fiscal Agent if it plans to dispose of the equipment and work with the Fiscal Agent regarding any issues associated with disposal of the equipment.
5. The Governmental Entity shall be solely responsible for all costs, fines, and fees associated with the use and misuse of the equipment, including but not limited to, costs for replacing the equipment or costs, fines, or fees associated with an ineligible use determination by auditors.
6. The Governmental Entity shall make any Equipment purchased with grant funds available for inspection to the Fiscal Agent and State and Federal Auditors upon request.



**Appendix E**  
**2009 Justice Assistance Grant (JAG) Program**  
**Purchase Request Form**

Fund	Department	Program	Account	Grant #	Bud Ref	Op Unit	PCBU	Activity

Above is for Fiscal Agent use

**Agency Information**

Agency Name	
Agency Contact	
Contact Phone	
Contact e-mail	

**Equipment Information**

Type of Equipment	
-------------------	--

**Delivery Information**

Contact Name	
Delivery Location	
Street Address	
City, State, ZIP	
Contact phone #	
Contact e-mail	

**Potential Vendor Information**

Suggested Vendor	
Street Address	
City, State, ZIP	
Vendor Contact	
Contact Phone	

Project Description:

Quantity desired	
Cost each	
Total cost	

**Instructions:**

- Use this form for all equipment requests from the 2009 Justice Assistance Grant (JAG) Program.
- Please fill out all requested information. Requests cannot be processed without all of the requested information.
- Do not include separate projects on the same form. Multiple equipment pieces that work together may be placed on the same form.
- Please be as thorough as possible when describing the equipment and services to be procured.

**Note:** Per Oakland County policy, vendors may not be awarded or benefit from a contract in which they played a role in the project development.