



CITY of NOVI CITY COUNCIL

Agenda Item B
December 5, 2011

SUBJECT: Approval of Amendment to the Intergovernmental Agreement between and among participants in the 2009 Federal Bureau of Justice Edward Byrne Assistance Grant.

SUBMITTING DEPARTMENT: Police *DEM*

CITY MANAGER APPROVAL: *[Signature]*

BACKGROUND INFORMATION:

During the May 4, 2009 City Council meeting a resolution was approved to allow the City of Novi to enter into an Intergovernmental Agreement with Oakland County in order to apply for and to qualify for Edward Byrne Justice Assistance Grant (JAG) Funds, supported under the 2009 Recovery Act. This same agreement was entered into with 20 other communities identified throughout the area. The City of Pontiac was one of these communities. In 2011 Oakland County entered into a contract to provide complete law enforcement services to the City of Pontiac through the Oakland County Sheriff's Office. As a result, there are a number of items the City of Pontiac purchased which will have ownership being transferred to Oakland County. These same items were purchased using JAG funds and therefore an amendment is required to the original 2009 Intergovernmental Agreement. This amendment does not affect the City of Novi and does not substantially change the original agreement.

When the US Department of Justice (DOJ) released the 2009 JAG amounts the City of Novi was allocated \$24,334 based upon population and violent crime statistics. Oakland County was designated as the Fiscal Agent for this pass through. They were required to file a joint application with the 20 other communities. All agencies participating in this grant were required to pay three percent (3%) of its grant award to Oakland County for the work they performed in their role as Fiscal Agents. Novi's net award was \$23,604 and there was no match required for this grant.

With the funds allocated to the City of Novi an applicant Livescan Fingerprinting system was purchased. This system allows for immediate transmission of an applicant's fingerprints to the state and federal system for immediate processing. This has created a long term economic benefit to the city as the cost to each applicant fingerprinted is \$30.00. The cost of the Livescan system was \$22,449.

Oakland County is requiring a certified resolution from Council on the approval of this amendment to the original agreement. This amendment was reviewed and approved by Novi's corporate counsel.

RECOMMENDED ACTION: Approval of Amendment to the Intergovernmental Agreement between and among participants in the 2009 Federal Bureau of Justice Edward Byrne Assistance Grant.

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Fischer				

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

November 21, 2011

30903 Northwestern Highway
P.O. Box 3040
Farmington Hills, MI 48333-
3040
Tel: 248-851-9500
Fax: 248-851-2158
www.secretwardle.com

Thomas R. Schultz
Direct: 248-539-2847
tschultz@secretwardle.com

Deputy Chief Thomas Lindberg
Novi Police Department
45125 West 10 Mile Road
Novi, MI 48375

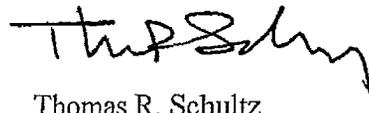
*Re: Review of Amendment To Intergovernmental Government-
Edward Byrne Memorial Justice Assistance Grant*

Dear Deputy Chief Lindberg:

We have reviewed the proposed Amendment to the Intergovernmental Agreement referred to above, relating to the receipt and administration of certain grant funds. The subject of the proposed amendment is the recent arrangement between Oakland County and the City of Pontiac under which the County took over law enforcement duties. The proposed amendment clarifies their respective rights and responsibilities as to the grant and has the other parties to the original agreement acknowledge the changes. We see no reason for the City not to agree to the Amendment.

If you have any questions, please do not hesitate to call.

Very truly yours,



Thomas R. Schultz

TRS/jec

cc: David Molloy, Director of Public Safety
Maryanne Cornelius, City Clerk

1762068



May 5, 2009

CITY COUNCIL

Mayor
David B. Landry

Mayor Pro Tem
Bob Gatt

Terry K. Margolis

Andrew Mutch

Kathy Crawford

Dave Staudt

Brian Burke

City Manager
Clay J. Pearson

City Clerk
Maryanne Cornelius

To Whom It May Concern:

The following resolution was proposed and adopted at a Regular meeting of the Novi City Council held on Monday, May 4, 2009 at 7:00 p.m.

Moved by Crawford, seconded by Gatt; CARRIED UNANIMOUSLY: To approve the Consent Agenda as presented.

Roll call vote

Yeas: Seven

Nays: None

Absent: None

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

I, Maryanne Cornelius, duly appointed Clerk for the City of Novi do hereby certify the foregoing is a true and complete copy of a motion adopted by the Novi City Council at the Regular meeting of May 4, 2009, the original of which is on file in my office.

Sincerely,

Maryanne Cornelius, CMC
City Clerk

CITY OF NOVI

COUNTY OF OAKLAND, MICHIGAN

RESOLUTION – Approval of Amendment to the Intergovernmental Agreement between and among participants in the 2009 Federal Bureau of Justice Edward Byrne Justice Assistance Grant Program.

Minutes of a Meeting of the City Council of the City of Novi, County of Oakland, Michigan, held in the City Hall of said City on _____, _____, at ____ o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers _____

ABSENT: Councilmembers _____

The following preamble and Resolution were offered by Councilmember _____ and supported by Councilmember _____.

WHEREAS ; City Council approved a resolution on May 4, 2009 to allow the City of Novi to enter into an Intergovernmental Agreement with Oakland County to apply for and to qualify for Edward Byrne Justice Assistance Grant (JAG) funds, supported under the 2009 Recovery Act, and

WHEREAS; Oakland County was designated as the fiscal agent for this pass through grant and was required to submit a joint application on behalf of twenty (20) communities, the City of Pontiac being one of these communities, and

WHEREAS in 2011 Oakland County entered into a contract to provide complete law enforcement services to the City on Pontiac. As a result, several items purchased for the City of Pontiac under the JAG need to have ownership transferred to Oakland County via an amendment to the original 2009 Intergovernmental Agreement.

NOW THEREFORE, IT IS THEREFORE RESOLVED that the Mayor and Council for the City authorize a resolution for approval of Amendment to the Intergovernmental Agreement between and among participants in the 2009 Federal Bureau of Justice Edward Byrne Assistance Grant.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

Maryanne Cornelius, City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi, County of Oakland, and State of Michigan, at a regular meeting held this _____ day of _____, 2011, and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting have been kept and made available to the public as required by said Act.

Maryanne Cornelius, City Clerk
City of Novi

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

This Amendment (Amendment) to the Intergovernmental Agreement (Agreement) is between and among the governmental entities, constitutional and municipal corporations in the State of Michigan whose names are listed in Appendix A, and incorporated here by reference. In this Amendment, 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 made in the Agreement and in this Amendment, the adequacy of which is acknowledged, the Parties agree as follows:

Purpose

For fiscal year 2009, the Parties, having been certified disparate by the Bureau of Justice Assistance (BJA), entered into an intergovernmental agreement in order to apply for and to qualify for Edward Byrne Justice Assistance Grant (JAG) Funds, supported under FY09 Recovery Act (BJA-Byrne JAG) Pub. L. No. 111-5, 42 USC 3750-3758. The Parties agreed, among other things, to undertake all actions necessary to be and remain compliant with grant requirements, to accept title to various equipment and supplies purchased with grant funds, to assume responsibility for, track, maintain and monitor the equipment and supplies and to satisfy the reporting requirements of BJA under the terms of the grant.

In 2011, the City of Pontiac and the County of Oakland entered into a separate intergovernmental agreement by which Pontiac and the County agreed that the County would provide law enforcement services for Pontiac in return for certain fees. The County agreed, among other things, to assume responsibility for hiring and provisioning law enforcement officers and staff, managing law enforcement supplies, material and equipment necessary to provide law enforcement services for Pontiac and for providing patrol services generally.

Certain equipment, listed in Appendix B, which is incorporated here by reference, was purchased by Pontiac with 2009-SB-B9-1863 JAG grant funds. The equipment remains in working order and can continue to be used for law enforcement purposes. In addition, in federal grant number 2009-SB-B9-1863, five hundred thirty-three thousand, five hundred fifty-four dollars and twenty five cents (\$533,554.25) in grant funds, designated for Pontiac, remain unexpended. These funds remain available for law enforcement purposes within Pontiac through February 28, 2013. Pontiac intended to use the funds to pay salaries for Pontiac Police Officers, to the extent permitted by the grant.

Terms

By this Amendment:

1. Pontiac and the County acknowledge the existence of an intergovernmental agreement between them. Under its terms the County, through its Sheriff's Office, agrees to provide law enforcement services for Pontiac.
2. Pontiac transfers to the County and the County accepts title to accounted-for usable equipment purchased with 2009-SB-B9-1863 JAG grant funds, listed in Appendix B, incorporated here by reference, to be used by the County for law enforcement purposes in Pontiac for the term of the intergovernmental agreement referenced in Section 1 or for as long as the County provides law enforcement services for Pontiac.
3. Pontiac transfers to the County and the County assumes all responsibility for fulfilling grant obligations regarding the above referenced accounted-for usable equipment for the term of the intergovernmental agreement referenced in Section 1 or for as long as the County provides law enforcement services for Pontiac.
4. Pontiac assigns all its rights and interest in the remaining unexpended FY 2009 grant funds under grant number 2009-SB-B9-1863 to the County. The funds are to be used and expended for law enforcement purposes in Pontiac, including but not limited to, supplies, materials and equipment, salaries, and such other needs as the County, through the Sheriff's Office, deems necessary and appropriate, in its sole discretion. All expenditures of Pontiac-designated JAG grant funds by the County shall be in compliance with grant requirements.
5. If the County stops providing law enforcement service to Pontiac, the County shall return title to any still operational accounted-for usable equipment purchased with 2009-SB-B9-1863 JAG funds within 60 days. Similarly, Pontiac shall be entitled to any remaining unexpended 2009-SB-B9-1863 JAG funds according to the procedures set forth in the original Memorandum of Understanding.
6. The other Parties to this Agreement acknowledge that they have been advised of the transfer of property and assignment of rights between Pontiac and the County. They further acknowledge that they have no claim to any of the equipment or funds described in this Amendment and assume no responsibility or liability for the law enforcement services that the County has agreed to provide to Pontiac.
7. All Parties agree that except as specifically provided above, all other definitions, terms and conditions set forth in the Agreement remain in full force and effect and shall not be modified, excepted or diminished by the provisions of this Amendment except as specifically provided herein. Notwithstanding any other provisions in this amendment, Pontiac specifically agrees and acknowledges that any fines, fees or penalties which may arise from management or disposal of grant funded equipment before the County takes actual possession of the equipment are and remain the obligation of Pontiac. This includes

repayment of any grant funds to the federal government upon sale or disposal of any grant-funded property, if such repayment is required under the terms of the grant.

8. This Amendment may be executed in counterparts, but shall constitute one document.

(Remainder of page intentionally blank)

2009-SB-B9-1863

By signing below, the individuals acknowledge that they are authorized to bind the Parties to the terms and conditions set forth in this Amendment to the Intergovernmental Agreement Between and Among Participants in the 2009 Federal Bureau of Justice Assistance Edward Byrne Justice Assistance Grant Program for grant number 2009-SB-B9-1863.

For the City of Novi:

By: _____

Date: _____

Robert J. Gatt _____

Its Mayor _____

2009-SB-B9-1863

By signing below, the individuals acknowledge that they are authorized to bind the Parties to the terms and conditions set forth in this Amendment to the Intergovernmental Agreement Between and Among Participants in the 2009 Federal Bureau of Justice Assistance Edward Byrne Justice Assistance Grant Program for grant number 2009-DJ-BX-0790.

For the County of Oakland:

By: _____

Date: _____

(print name) _____

Its _____

Appendix A

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

Jurisdiction Name

OAKLAND COUNTY

BIRMINGHAM CITY

FERNDALE CITY

HAZEL PARK CITY

LATHRUP VILLAGE CITY

MADISON HEIGHTS CITY

OAK PARK CITY

PONTIAC CITY

ROYAL OAK CITY

SOUTH LYON CITY

TROY CITY

WALLED LAKE CITY

WIXOM CITY

NOVI CITY

SOUTHFIELD CITY

AUBURN HILLS CITY

FARMINGTON HILLS CITY

BLOOMFIELD TOWNSHIP

WATERFORD CHARTER TOWNSHIP

WEST BLOOMFIELD CHARTER TOWNSHIP

WHITE LAKE CHARTER TOWNSHIP

Appendix B
2009 (Recovery Act) List of Equipment

Available for transfer to Oakland County:

2010 Chevrolet Impala 2G1WD5EM9A1177989

2010 Chevrolet Impala 2G1WD5EM6A1177819

2010 Chevrolet Impala 2G1WD5EM7A1178591

2010 Chevrolet Impala 2G1WD5EM3A1179527

5 Computer Aided Dispatch (CAD) workstations