



CITY COUNCIL AGENDA ITEM

Date: March 29, 2012

To: John Szerlag, City Manager

From: Gary G. Mayer, Chief of Police 

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

Background

On May 11, 2009, the City Council approved an Interlocal Agreement with Oakland County and other communities accepting a 2009 Federal Bureau of Justice Assistance - Edward Byrne Justice Assistance Grant Program (hereinafter "JAG Program"). (Resolution #2009-05-154-F-9)

Oakland County has entered into an agreement with the City of Pontiac to act as that city's law enforcement agency. Under that agreement, Oakland County is now the fiduciary of the JAG Program funding for the City of Pontiac. The attached Amendment to the original 2009 JAG Program Interlocal Agreement is required to transfer items that were purchased by the Pontiac Police Department with JAG Program funding to the Oakland County Sheriff's Department. It also allows the Oakland County Sheriff's Department to use any remaining JAG Program funding assigned to the City of Pontiac for law enforcement purposes for the City of Pontiac.

The attached Amendment does not in any way effect the 2009 JAG Program Interlocal Agreement funding to the City of Troy.

Attached is the former Action Item with the updated Amendment to the 2009 JAG Program Interlocal Agreement from Oakland County.

Recommendation

It is recommended that the Amendment to the 2009 JAG Program Interlocal Agreement be approved as written.

City Attorney's Review as to Form and Legality

Lori Grigg Bluhm, City Attorney

Date

**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)

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 Troy:

By: _____
Janice Daniels, Mayor

Date: _____

By: _____
Aileen Bittner, City Clerk

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