PONTIAC CITY COUNCIL

Mike McGuinness, District 7 President William A. Carrington, District 6 President Pro Tem



Melanie Rutherford, District 1 Brett Nicholson, District 2 Mikal Goodman, District 3 Kathalee James, District 4 William Parker, Jr., District 5

It is this Council's mission "To serve the citizens of Pontiac by committing to help provide an enhanced quality of life for its residents, fostering the vision of a family-friendly community that is a great place to live, work and play."

47450 Woodward Pontiac, MI 48342

Phone: (248) 758-3200

Garland S. Doyle, M.P.A., City Clerk

35th Session of the 11th Council June 14, 2022 at 6:00 P.M. Meeting Location: City Council Chambers 47450 Woodward Pontiac, MI 48342 Meeting Agenda

Call to Order

Invocation

Pledge of Allegiance to the Flag of the United States

Moment of Silence

Remembering Lionel Doyle, father of Pontiac City Clerk Garland Doyle

Roll Call

Authorization to Excuse Councilmembers from the Meeting

Amendments to and Approval of the Agenda

Approval of the Consent Agenda

- A. June 6, 2022 Economic Development, Housing & Planning Subcommittee Meeting Minutes
- B. June 7, 2022 City of Pontiac Community Fund Report
- C. June 9, 2022 Finance & Personnel Subcommittee Meeting Minutes

Subcommittee Reports

- 1. Communications, Engagement & Operations Chair Goodman
- 2. Economic Development, Housing & Planning Chair McGuinness
- 3. Facilities & Property Chair Carrington
- 4. Finance & Personnel Chair Nicholson
- 5. Law & The Courts Chair Parker
- 6. Parks, Recreation & Public Works Chair James
- 7. Public Safety, Health & Wellness Chair Carrington

Special Presentations

8. Juneteenth Community Celebrations

Presentation Presenter: Pastor Douglas P. Jones, Greater Pontiac Community Coalition

9. Math Corps at Oakland University Opportunity for Pontiac Students

Presentation Presenter: Carrie Miller

10. Pontiac Youth Recreation Strategy

Presentation Presenters: Mayor Tim Greimel, Youth Recreation Manager Tanesha Taylor and Youth Assistant Manager Robert Burch

Recognition of Elected Officials

Agenda Address (Two Minutes Time Limit)

Agenda Items

Ordinance

Finance

11. Adoption of an Emergency Ordinance City of Pontiac 2022-2023 General Appropriations Act Ordinance and Fee Schedule

Resolutions

Mayor's Office

12. Resolution to approve the High Intensity Drug Trafficking Area (HIDTA) Sub Grant Agreement. (**Discussion only**)

Planning

13. Resolution to Approve KABOOM Play Everywhere Challenge Grant Funded Culver Development

Communications

City Council

- 14. PEACE Academy Pre-School Enrollment Fair, June 13 through June 16, 2022 from 9:00 am to 3:00 pm, call (248) 451-7770 for the limited enrollment openings, free to family who qualify financially
- 15. Michigan Secretary of State Mobile Office, June 16, 2022 from 10:00 am to 3:00 pm held at the Ruth Peterson Senior Center, 990 Joslyn Ave, Pontiac 48340. Those interested must call (248) 346-4246 to make an appointment; registration is required prior to the event.
- 16. Juneteenth Celebration, June 17, (5:00pm to 9:00pm), June 18 (1:00pm to 9:00pm), June 19 (1:00pm to 8:00pm), held from Johnson Street to Oneida Street at Welcome Missionary Baptist Church, 143 Oneida Street Pontiac, MI 48341
- 17. Pontiac Public Library Summer Reading Carnival, June 18, 2022 from 12:00 to 4:00 pm, held at Pontiac Public Library, 60 E. Pike Street, Pontiac 48342
- 18. Juneteenth: That Day of Jubilation Dramatic Reading Theater, June 18, 2022 at 2:00 pm, held at Bowens Senior Center, 52 Bagley Street, Pontiac 48342
- 19. Pontiac Juneteenth Parade Honoring Elbert Hatchett, June 19, 2022 at 1:00pm, held along Wessen, Bagley, Orchard lake, Johnson and Oneida
- 20. Pontiac Farmers Market, June 19, 2022 from 1:00 pm to 4:00 pm, held at Hidden River Plaza, 11 N. Saginaw Pontiac, MI 48342
- 21. Strand Theatre Marquee Concert, with Thornetta Davis and Tino G Up In The Mix (4:00pm to 9:00pm), and Pontiac Makers Market Vendors Expo (3:00pm to 8:00pm), June 25, 2022 held at the Flagstar Strand Theatre, 12 N. Saginaw Street Pontiac, MI 48342
- 22. M1 Concourse Cars Under the Stars Fireworks Spectacular, June 26, 2022, gates open at 5:00 pm and fireworks begin at 9:45 pm (depending on weather), held at M1 Concourse, 1 Motorsports Drive Pontiac, MI 48341
- 23. Power Company Kids Club and Deputies For Kids Fun in the Field, July 6, 2022 from 4pm to 7pm at Aaron Perry Park

Mayor's Office

24. Pontiac City Hall closed on Monday, June 20, 2022 in observance of "Juneteenth"

Public Comment (Three Minutes Time Limit)

Closing Comments

Mayor Greimel (Seven Minutes Time Limit)
Clerk and City Council (Three Minutes Time Limit)

Adjournment

CONSENT AGENDA

A

PONTIAC CITY COUNCIL ECONOMIC DEVELOPMENT, HOUSING & PLANNING SUBCOMMITTEE

JUNE 6, 2022 MEETING MINUTES

Meeting held at Pontiac City Hall, 47450 Woodward Avenue, Pontiac, Michigan in the City Council Conference Room.

IN ATTENDANCE:

Council members: Chairman and President Michael McGuinness, Brett Nicholson and Mikal

Goodman

Deputy Mayor: Khalfani Stephens Building Official: Mike Wilson

Administration & Rental Manager: George Phifer Planning & Development Manager: Vern Gustafson Economic Development Director: Linnette Phillips

Pontiac Housing Commission: Natalie Broda

Executive Director of Main Street Pontiac: Sean Kammer

Legislative Counsel: Monique Sharpe

MEETING CALLED TO ORDER AT 9:00 A.M.

RETURNING BUSINESS

- Administration Reorganization of Related Departments in Budget Proposal
- Administration's Identified Needs for Strengthening Departments in Budget Proposal
- Further Requests from Staff to Strengthen, Create Pertinent Ordinances
- Progress on Implementation of Rental Property Registration Fees and Penalty Fines
- Timeline on Batch 17 Demolitions, Prospect of Forthcoming Demolition Needs
- Habitat for Humanity Future Collaboration Opportunities
- Redevelopment Ready Community Status, Needed Next Steps
- Huron Corridor Study Progress, Needed Next Steps
- Cultural Heritage District Concept Research and Review
- Current Landscape for Cannabis Growers, Processors, Safety Compliance, Transporters
- Next Steps for Medical Marijuana Provisioning Centers in Pontiac
- Non-Stationary Food Vendors Executive Order, Ordinance Changes
- Small Business Recent Town Hall Meeting, Other Entrepreneur Support Strategies
- Payments In Lieu of Taxes (PILOT) Current Landscape in Pontiac
- Obsolete Property Rehabilitation Act (OPRA) and Obsolete Property Rehabilitation Districts
- Epiphany Studios Ribbon Cutting Prospect, Public Engagement
- Planning Commission, Zoning Board of Appeals, Historic District Commission Trainings, Needs
- Webster Community Center Development Agreement Status for Council Review, Action
- Status on 404 Highland Avenue Out of Compliance Storage Facility
- Status on Rosshire Court Complex, Mayor's Recent Announcement
- Status on Maynard Court Previous Concerns Brought to Mayor, Council
- Status on 118 and 120 University Drive, Dangerous and High-Profile Eyesore

NEW BUSINESS

- Main Street Pontiac Hiring of New Executive Director Sean Kammer
- Steps Needed to Position Downtown Pontiac for Future Growth
- Wever School Concept from Centro Multicultural La Familia Discussed
- Strategies for Remaining Large, Vacant School Structures, particularly Perdue School
- Recreational Cannabis Long-Term Landscape in City, County, State
- Recreational Cannabis Events and Recreational Cannabis Lounges
- Pipeline Pontiac Concept to Connect Residents with Job Opportunities
- Cultivating Competitive Advantages when Courting Signature Developments
- Large-Scale Festivals on the Horizon with Economic Development Implications

STANDING UPDATES

Recent Business Licenses Issued in City

Residential Developments

- 1. The Shores at Crystal Lake, Branch Street and Environs (District One)
- 2. American House, 1957 S. Telegraph Road (District One)
- 3. 24 at Bloomfield Apartments, 2083 S. Telegraph Road (District One)
- 4. Westwood Apartments, 817 Golf Drive (District One)
- 5. The Shores at Stonegate Pointe (District Two)
- 6. Fieldstone Village Expansion (District Five)
- 7. Little Grace Village, Grace Centers of Hope (District Six)
- 8. Carriage Place Renovation Project (District Seven)
- 9. Winston Commons, 61 Mechanic Street (District Seven)
- 10. West Manor Reconstruction, 245 S. Paddock Street (District Seven)

Commercial Developments

- 1. Ottawa Towers, 51111 Woodward Avenue and 31 E. Judson Street (District One)
- 2. McLaren Oakland Hospital Renovations (District One)
- 3. M1 Concourse Complex, 1 Concourse Drive (District One)
- 4. Pontiac Transportation Museum, 250 W. Pike (District One)
- 5. RISE Pontiac Commercial District, Vanguard Drive (District Two)
- 6. Epiphany Studios Expansion, 770 Orchard Lake (District Two)
- 7. Webster Community Center, 640 W. Huron (District Two)
- 8. West Huron Mini Storage, 761 W. Huron (District Two)
- 9. Baldwin Avenue Quick Stop, 1272 Baldwin (District Four)
- 10. Taco Bell Restaurant at Walton Boulevard near Laurel (District Four)
- 11. Glenwood Plaza Redevelopment, 1 S. Glenwood Avenue (District Six)
- 12. Touchless Car Wash at Joslyn and Second Avenue (District Six)
- 13. Market at Midway and Sanford, 327 Midway Avenue (District Seven)
- 14. Paddock Vehicle Storage, 339 S. Paddock Street (District Seven)
- 15. United Wholesale Mortgage Pavilion, South Boulevard East (District Seven)
- 16. East Pike Car Storage, 145 E. Pike Street (District Seven)

Industrial and Warehouse Developments

- 1. Lawrence Industries, 108 E. Lawrence (District One)
- 2. BYOP Properties Cesar Chavez LLC, Cesar Chavez Avenue at Kinney Road (District Three)
- 3. Public Storage Expansion, 788 E. Walton (District Five)
- 4. Potential Project at Glenwood Site, N. of Montcalm (District Six)
- 5. Oakland Logistics Park, Opdyke Road (District Seven)
- 6. Etkin Self-Storage Facility, 3111 Centerpoint Parkway (District Seven)
- 7. Crown Enterprises Batch Concrete Concept, Bradford Drive (District Seven)

ITEMS FOR FUTURE CONSIDERATION BY THE SUBCOMMITTEE: Councilman

Nicholson identified the ongoing challenge of Downtown Pontiac buildings not being in a presently viable condition for leasing and utilization by small businesses; there was consensus that it would be a very valuable item for consideration by this subcommittee at future meetings.

PUBLIC COMMENT: There was no request for public comment at the meeting.

ADJOURNMENT: The meeting ended at 10:07 a.m.

CONSENT AGENDA B

Pontiac Community Foundation - City of Pontiac Fund

Account QuickReport January 1 - June 7, 2022

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	CLR	AMOUNT	BALANCE
1000 Assets								
1100 Bank Ad	counts							
1107 Fiscal S	Sponsorship Savin	gs						
City of Ponti	ac Fund							
06/06/2022	Transfer			First 2 checks received through fiscal sponsorship agreement with City of Pontiac; Pontiac Arts Commission (PAC)	Assets:Bank Accounts:Fiscal Sponsorship Savings:City of Pontiac Fund		35,000.00	35,000.00
06/07/2022	Transfer			7.5% Fee charged on checks received on behalf of PAC through COP Fund	Assets:Bank Accounts:Fiscal Sponsorship Savings:City of Pontiac Fund		-2,625.00	32,375.00
Total for City	y of Pontiac Fund						\$32,375.00	
Total for 110	7 Fiscal Sponsorsh	hip Sa	vings				\$32,375.00	P 18 10 10 10 10 10 10 10 10 10 10 10 10 10
Total for 1100	Bank Accounts						\$32,375.00	
Total for 1000	Assets	Commence St. Co. Co. of Schoolsenson					\$32,375.00	
TOTAL							\$32,375.00	

CONSENT AGENDA

PONTIAC CITY COUNCIL FINANCE & PERSONNEL SUBCOMMITTEE JUNE 9, 2022 MEETING MINUTES

Meeting held at Pontiac City Hall, 47450 Woodward Avenue, Pontiac, Michigan in the City Council Conference Room.

In Attendance:

Council members: Chair Brett Nicholson William Parker and Kathalee James

Deputy Mayor: Khalfani Stephens HR Director: Angela Benitez

Finance Director: Darin Carrington
Legislative Counsel: Monique Sharpe

The meeting started at 2:15 p.m.

AGENDA ITEMS

Finance

- 1. April 2022 Financial YTD Financial Review
- 2. Budgeting Update
- 3. Forensic Audit Update
- 4. Review of City Investment Policy
- 5. Review of City Fund Balance

Human Resource Update

- 1. Positions Open/New Hires
- 2. HR Contract Progress/Update
- 3. Staffing/Recruitment Philosophy

Public Comment: There was no request for public comment at the meeting.

Adjournment: The meeting ended at 3:26 p.m.

Subcommittee Reports

1-7

#8 - #10 SPECIAL PRESENTATION

#11 ORDINANCE

Ordinance Forthcoming

#12 RESOLUTION



CITY OF PONTIAC OFFICIAL MEMORANDUM

Honorable Council President McGuiness and Members of the City Council

FROM:

TO:

Mayor Tim Greimel

DATE:

June 14, 20222

RE:

2022 High Intensity Drug Trafficking Area (HIDTA) Sub-Grant Agreement

Honorable Council President and Members of the City Council:

In the past the City of Pontiac has utilized the High-Intensity Drug Trafficking Area (HIDTA) Grant from the State of Michigan through the Oakland County Sheriff's Office. This grant reimburses a municipality for overtime expenses that it incurred related to its participation in the Oakland County Narcotic Enforcement Team (NET), a multijurisdictional drug enforcement task force under the direction and supervision of the Oakland County Sheriff's Office (OCSO).

The purpose of the HIDTA program is to reduce drug trafficking and production by:

- Creating cooperation between various levels of law enforcement.
- Enhancing law enforcement intelligence sharing among law enforcement agencies.
- Supporting coordinated law enforcement strategies to align available resources and reduce the supply of illegal drugs in designated areas in the United States.

Oakland County has submitted an Initiative Description and Budget Proposal to the Executive Board for Michigan HIDTA requesting the ONDCP to grant NET a total of \$135,000.00 for Program Year 2022, to reimburse NET participating agencies for eligible law enforcement overtime costs.

The City of Pontiac is a sub-recipient and must enter into the attached sub-grant agreement with the Oakland County Sheriff's Office in order to benefit from these grant dollars. As such, the following resolution is presented for your consideration:

RESOLUTION ON FOLLOWING PAGE



Resolution to approve the 2022 High Intensity Drug Trafficking Area (HIDTA) Sub-Grant Agreement

WHEREAS, Oakland County is, the legal entity that administers the Narcotic Enforcement Team (NET), and it has submitted an Initiative Description and Budget Proposal to the Executive Board for Michigan High-Intensity Drug Trafficking Area (HIDTA) requesting the United States Office of National Drug Control Policy (ONDCP) to grant NET an award for the program year 2022 to reimburse NET participating agencies for eligible law enforcement officers overtime costs; and

WHEREAS, If ONDCP grants NET an award for the program year 2022, the ONDCP disburses the HODTA funds to the Michigan State Police (MSP); and

WHEREAS, The County has the authority to allocate a portion of the grant funds to reimburse a participating municipality for qualifying overtime costs subject to the terms and conditions of the agreement; and

WHEREAS, The City of Pontiac desires to enter into the attached sub-recipient agreement between the City and Oakland County; and

WHEREAS, Oakland County Corporate Council and the City Executive Branch of the City of Pontiac have approved the attached sub-recipient agreement.

NOW, THEREFORE, be it resolved that the City of Pontiac approves the 2022 HIDTA sub-grant agreement with the County of Oakland and authorizes the Mayor to sign on behalf of the city.

Please see the attached two (2) documents from Oakland County that require approval from your municipality:

- 1) the 2022 HIDTA subrecipient agreement specifically created for your municipality
- 2) Exhibits A-E

Approval of this agreement requires a two-step process:

- The agreement must be approved by your municipality and a copy of the resolution must be returned with the agreement, and;
- 2) The agreement must be signed by the head of your municipality.

If you require an original signature - two signature pages should be signed (at the next available council or board meeting) and both of them returned to N.E.T. for signature by Oakland County's Chairperson. Then, one of the two original signature pages can be returned to your municipality, the other to be retained by the Oakland County Clerk's Office. If you do not require an original signature page, then please return only one. Your municipality will receive a certified copy from our Clerk's Office once recorded, and I will make sure that all Police Chiefs receive an emailed copy. You can mail these to the address below or send them via your N.E.T. officer.

If mailing, please send to:

Tammy Feole, N.E.T. Auditor Oakland County Sheriff's Office 1200 N. Telegraph Rd, Building 38E Pontiac MI 48341

If your agency is e-signing documents, the agreement and resolution can be emailed to me at feolet@oakgov.com.

As of this date, the 2022 HIDTA funds have not been "released" by HIDTA but are expected to be in May. I will forward your fully executed HIDTA subrecipient agreement back to you as soon as I receive the contract and have the Oakland County Board of Commissioners' approval.

Please feel free to contact me if you have any questions.

Thank you!

PROGRAM YEAR 2022 HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) SUBRECIPIENT AGREEMENT BETWEEN THE COUNTY OF OAKLAND AND CITY OF PONTIAC Data Universal Numbering System (DUNS) #: 831471144

This Agreement is made between Oakland County, a Constitutional Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 ("County") and City of Pontiac, 47450 Woodward Ave., Pontiac, MI 48342, 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 for program year (PY) 2022 to reimburse N.E.T. participating agencies for eligible law enforcement officer overtime. PY 2022 begins January 1, 2022 and ends December 31, 2022.

If ONDCP grants N.E.T. an award for PY 2022, 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. <u>DEFINITIONS</u>. 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.

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- 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 2022 (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 2022.
 - 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. <u>Exhibit D</u> 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, 2022 through December 31, 2022.

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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 \$5,000.00 for each participating law enforcement officer unless otherwise provided herein. 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 \$5,000.00 for each participating law enforcement officer for qualifying N.E.T.-related overtime unless otherwise provided herein. 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 2022 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, 2022.

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. <u>DISCRIMINATION</u>. 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. <u>PERMITS AND LICENSES</u>. 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. <u>RESERVATION OF RIGHTS</u>. 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. <u>DELEGATION/SUBCONTRACT/ASSIGNMENT</u>. 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.

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

- 24. <u>SEVERABILITY</u>. 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. <u>CAPTIONS</u>. 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. <u>NOTICES</u>. 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 Pontiac
 - 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.

City of Pontiac Lieutenant Sean Jennings Investigative & Forensic Services Division Narcotics Enforcement Team Office: 248-858-1722 Fax: 248-858-1754 Email: jenningss@oakgov.com

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. <u>AGREEMENT MODIFICATIONS OR AMENDMENTS</u>. 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:	:	DATE:	
	David T. Woodward, Chairperson		
	Oakland County Board of Commissioners		
WITNESSED	D:	DATE:	
	Printed Name:		
	Title:		
by a resolution	S WHEREOF,, ac n of the Municipality's governing body, a certifind hereby accepts and binds the Municipality to	ed copy of which is attached, to execu	ite this
EXECUTED:	: Printed Name:	DATE:	
WITNESSED):	DATE:	
	Printed Name:		
	Title:		

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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: 2022 Initiative Title: NET - Oakland County Narcotics Enforcement Team					
Submitter's Rank/Name: D/Lt. Brent H Miles Submitter's Telephone #: 248-858-1722					
Submitter's E-mail Address: milesbr@oakgov.com					
SECTION 1: INITIATIVES					
evel of Activity - Check all that apply					
▼ Local DTO Focus					
Does this Initiative Routinely Provide Information to the HIDTA Investigative Support Center (ISDC)?					
▼ YES NO					
SECTION 2: PROFILE					
nitiative Description					
Enter Lead Agency: Oakland County Sheriff Office					
Enter Lead Agency. Oakland County Sherin Office					
Enter Location of Initiative (City): Pontiac					
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 <u>identify the threat</u> (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 <u>discuss your plan to attack the threat</u> 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 <u>present your budget request</u>. 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: \$135,000

Explain the mission of the initiative and provide a detailed explanation of the specific threat(s) identified in the HIDTA Annual Threat Assessment that this initiative is designed to address. ALL SECTIONS MUST BE COMPLETED.

INITIATIVE PURPOSE:

The Oakland County Narcotic Enforcement Team (NET) is a cooperative partnership of Federal, County and local law enforcement agencies in Oakland County located in Southeastern District of Michigan. The task force is located at the Oakland County Sheriff Office in Pontiac, and focuses on mid to upper level drug trafficking organizations (DTOs) and criminal groups operating in Oakland County. The task force also supports street level investigative operations targeting smaller quantities of cocaine, crack cocaine, methamphetamine, fentanyl and controlled prescription drugs.

THREAT FOCUS:

Fentanyl and fentanyl mixed with other narcotics continue to be the most lethal category of illicit substances misused in Oakland County. Heroin-related overdose deaths remain at high levels in the county. The task force has observed a substantial increase in methamphetamine distribution and use. Cocaine has become a resurgent threat and is widely available throughout the county. Controlled prescription drugs remain an area of concern.

Regional and local DTOs are the primary drug trafficking threats in the NET AOR. These DTOs transport cocaine, heroin, fentanyl, and methamphetamine into Oakland County. Most of the illegal narcotics remain and are distributed by local DTOs and criminal groups and eventually consumed by users.

PERSONNEL STRUCTURE AND PARTICIPATING AGENCIES:

NET is led by the Oakland County Sheriff Office and supported by the Drug Enforcement Administration (DEA), Homeland Security (HSI), Oakland County Prosecutors Office, Auburn Hills Police Department, Birmingham Police Department, Bloomfield Township Police Department,

Farmington Hills Police Department, Ferndale Police Department, Franklin Police Department, Hazel Park Police Department, Madison Heights Police Department, Rochester City Police Department, Royal Oak Police Department, Troy Police Department, Waterford Police Department, West Bloomfield Police Department in a full time capacity. The multi-agency approach brings local law enforcement officers from each designated area, and combines their local investigative capacities as a means to dismantle and disrupt large and mid-level DTOs and criminal groups in Oakland County.

INVESTIGATIVE APPROACH:

NET will leverage HIDTA funds to support investigative overtime and communication services for investigators. Drug seizures will be thoroughly investigated by NET investigators in order to (1) trace these seizures back to the source(s) of supply, (2) assist investigators in ultimately disrupting and dismantling DTOs and seizures back to the source(s) of supply, and (3) assist investigators in ultimately disrupting and dismantling DTOs and criminal groups. NET investigators monitor DTO trafficking patterns and share the information with our federal partners. The NET task force initiates investigations into upper and mid-level DTOs and criminal groups. The main goal of the task force is to identify disrupt, and dismantle local DTO's and criminal groups. 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. In addition to DEA participation in NET, NET further assigns two investigators to work closely and coordinate with two other DEA groups. This

Agency Positions

Summarize the staffing levels you confidently expect to be part of your initiative for the Program Year selected. The *HIDTA Funded* box should be marked Yes **ONLY** when HIDTA funding covers the salary/wages for the listed position.

Position Title	Agency	Number of Positions	HIDTA Funded (Yes/No)	Collocated (Yes/No)	Full Time or Part Time	Notes	
Agent Drug Enforcement Admin		1	No	Yes	Yes		
Property Tech Oakland County Sheriff		1	No	Yes	Yes		
Officer	West Bloomfield Police Depart	1.55	No	Yes	Yes		
Officer	Waterford Police Department	1	No	Yes	Yes		
Officer	Troy Police Department	1	No	Yes	Yes	3.460.000	
Officer	Rochester Police Department	1	No	Yes	Yes		
Officer	Madison Heights Police Depart	1	No	Yes	Yes		
Officer	Hazel Park Police Department	1	No	Yes	Yes		
Officer	Franklin Police Department	1	No	Yes	Yes		
Agent	United States Department of	1	No	Yes	Yes		
Officer	Ferndale Police Department	1	No	Yes	Yes		
Officer	Farmington Hills Police Depar	1	No	Yes	Yes		
Officer	Bloomfield Township Police De	1	No	Yes	Yes		
Officer	Birmingham Police Department	1	No	Yes	Yes		
Officer	Auburn Hills Police Department	1	No	Yes	Yes		
Office Assistants	Oakland County Sheriff	2	No	Yes	No	part time	
Lieutenant			No	Yes	Yes		
Investigator	Oakland County Prosecutor Off	1	No	Yes	Yes		
Executive Secretary	Oakland County Sheriff	1	No	Yes	Yes	2.36 	
Deputy	Oakland County Sheriff	7	No	Yes	Yes		
Officer	Royal Oak Police Department	1	No	Yes	Yes		
Sergeants	Oakland County Sheriff	3	No	Yes	Yes		
Auditor	Oakland Count Sheriff	1	No	Yes	Yes		
		A STATE OF THE STA					
			Manifeston (28, 22 a c	C. 2010 S.455 (1989)	regivisi spirota svy sa		

<u>Predicting Expected Outputs:</u> 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.

DISRU	IPTED Defined	DISMANTLED Defined	
Enter Number of DTOs Expected	d to be Disrupted or Dismantled This	s Program Year: 5	
Notes/Additional Information:			
Enter Number of MLOs Expecte	d to be Disrupted or Dismantled Thi	s Program Year: 0	
Notes/Additional Information:			
Predict the number of each of	SECTION 4: CLANDEST		the Program Vear
nclude pertinent notes in the Not		expect to seize during	the Program Year.
Enter the Number of Lab Dump	Sites Expected to be Seized		0
Enter the Number of Chemical/	Glassware/Equipment Expected to b	e Seized	0
Enter the Number of Children Ex	xpected to be Affected		0
Enter the Number of Meth Lab	Expected to be Dismantled		0
Enter the Number of Other Cla	n Labs (Production/Conversion) Exp	ected to be Dismantled	0
Notes/Additional Information:			

SECTION 5: ACTIVITIES

New HIDTA Cases:	
Enter the Number of New HIDTA	A Initiative Cases Expected to be Opened This Program Year: 350
Notes/Additional Information:	
Case Support:	
Enter the Number of Cases Expe	cted to be Provided Analytical Support This Program Year:
<u>analyst</u> embedded with your TF or the analyst seated at the HIDTA. A case can be counted each calendar year it r	ort (AS). Project only number of cases which will receive AS from an eDSEMIIC/MIOC. Do not include cases which will receive AS from an can be reported receiving AS only ONCE IN A CALENDAR YEAR but receives AS. Project the number of separate cases to receive AS in the received on all cases. Important: Remember to submit a completed reach case receiving AS.
Enter the Number of Event Deco	onflictions Expected to be Submitted This Program Year: 350
Enter the Number of Case Match	ning Requests Expected to be Submitted This Program Year: 350
Notes/Additional Information:	
	SECTION 6: FUGITIVES
apprehension made pursuant to some etc. An <i>Arrest</i> is defined as any appre	spect to apprehend for the Program Year. A <i>Fugitive</i> is defined as an expect to apprehend for the Program Year. A <i>Fugitive</i> is defined as an expect type of court-issued pick-up order, a writ, when some absent any type of court-issued pick-up order, primarily ative plans to make <i>Arrests</i> during the year are indicated by selecting in Section 7.
Enter the Number of Fugitives E	xpected to be Arrested This Program Year: 25
Notes/Additional Information:	

SECTION 7: OTHER OUTPUTS

ENTRY OF MANDATORY OUTPUTS

FORENSIC ENHANCEMENT - MSP TECHNICAL SUPPORT UNIT - REDRUM

Continue to report Other Outputs contained in the pick list boxes below. Other Output information provided will be maintained internally at the HIDTA but will not be reported in PMP.

ALL OTHER HIDTA INITIATIVES

Report <u>ONLY</u> the four Other Outputs **ARRESTS**, **CRIMINAL GROUPS**, **FIREARMS SEIZED** and **T-III WIRETAPS**. This information <u>will be</u> reported in PMP.

FUGITIVES VS. ARRESTS

<u>Fugitives:</u> Provide a projection of how many fugitives your task force will arrest for the year in Section 6: Fugitives.

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.

<u>Arrests:</u> No projection of how many arrests your task force will make for the year is required. **An arrest is defined** as any apprehension made absent any type of court-issued pick-up order; primarily arrests made on probable cause. Indicate your task force's intentions to make arrests during the year by selecting/loading ARRESTS into one of the Other Output boxes below.

Other Output:

Def	initi	on	of	Wi	retap

Select the Other Outputs your initiative plans to utilize in the pick list boxes below.

A wiretap is a form of electronic monitoring where a Federal or state court order authorizes law enforcement to surreptitiously listen to phone calls or intercept wireless electronic text messages or video communications. Indicate your plan to utilize wiretaps by selecting T-III WIRETAPS in one Other Output box to the right.

Reporting Wiretaps

No projection regarding the number of wiretaps to be utilized is required. The actual number of wiretaps is reported each quarter on the Task Force Quarterly Report. Report only the number of lines (telephone numbers) for which a court order authorized eavesdropping. Do not report an extension of a court order for the same telephone line (number) unless the extension is spanning the calendar year being reported. Note: Dialed number recorders (Pen Registers) are not considered a wiretap for PMP reporting purposes.

Other Output:	
Other Output:	



OFFICER'S NAME AND RANK

MAILING ADDRESS

Michigan HIDTA

Request for HIDTA Overtime Reimbursement

ONE FORM PER OFFICER

REGULAR OVERTIME

HOME DEPARTMENT NAME

Exhibit B

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

PHONE NUMBER

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.

TEM #	COMPLAINT#	DATE OT WORKED	# OT HOURS WORKED	OT HOURLY RATE	TOTAL ENTRY COST	LOCATION: Address, City/Township/County			
	OVERTIME APPROVED FOR STATE/LOCAL OFFICERS ONLY. LIMIT PER OFFICER IS \$8,000 ANNUALLY AS PER MICHIGAN HIDTA PROGRAM POLICY.								
			FE PE	DERAL PART	ICIPANTS ARE NOT ELIC	SIBLE TO RECEIVE HIDTA OVERTIME.			
1					\$0.0000				
2					\$0.0000				
3					\$0.0000				
4					\$0.0000				
5					\$0,0000				
6					\$0.0000				
					\$0.0000				
ITEM #			PROV	IDE A BRIEF D	ETAIL OF THE CORRESPO	ONDING ITEM # FROM THE TABLE ABOVE.			
1									
2									
3	STATE OF THE STATE								
4									
5									
6	ODVICES WITH SERVE								

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

Revised August 2019

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:

LONG TO THE STATE OF THE STATE

OFFICER'S OVERTIME HOURLY RATE

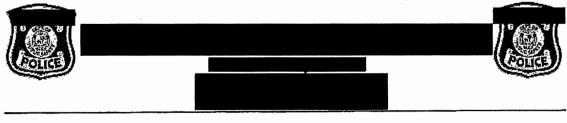
As requested, the overtime rate listed does not include any fringe benefits, such as retirement, FICA, etc. Please contact my office if additional information is required.

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.



TIME SHEET

DATE	HOURS	OVERTIME	NET#	
07/11/2016 07/12/2016 07/13/2016 07/14/2016 07/15/2016	08:30-16:30 08:30-16:30 08:30-16:30 08:30-16:30 08:30-16:30	APPROVED		
08/01/2016	15:00-23:00		0.000	
08/02/2016 08/03/2016 08/04/2016 08/05/2016 08/05/2016	15:00-23:00 14:00-00:00 14:00-23:00 03:00-07:00 15:00-23:00	2hour 1hour 4hour	16-net-419 IR-16-263 IR-16-264	

APPROVING SIGNATURE:

OVERTIME IN RED HAS BEEN TAKEN AS NET TIME (COMP) OVERTIME IN GREEN HAS BEEN SUBMITED 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 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 #:		
Check Date:		08/12/2016
Primary Rate:		31.2962
Witholding Rate:	0.0	

Federal Allowances:

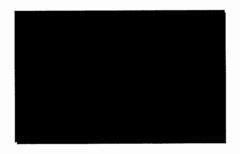
PAYCODE ID	HOURS	OT HOURS	GROSS	YTD	DEDUCTION ID	AMOUNT	ATY OF YTO
LONGEVITY PS	0.00	0.00	0.00	350.00		475.02	8,268.40
SALARY	80.00	7.00	2,832.31	41,498.79	SITW	112.08	1,906.87
TRAINING PS	0.00	0.00	0.00	876.28	SOCSEC_EE	176.08	2,991.56
SICK PS 07/01	0.00	0.00	0.00		MEDICARE_EE	41.18	699.64
F/Y SICK PAYOUT	0.00	0.00	0.00		DUES_PSO	29.63	444.38
PS SCK GAP	0.00	0.00	0.00		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		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	
					PNC	1,000.00	· .
1					ALLY	150.00	2,400.00
1							
				ĺ			
TOTALS:	80.00	7.00	2,947.69	49,931.76	TOTALS:	2,947.69	49,922.80

Net Pay This Period:

1,797.59

0

LEAVE BANK	PRIOR BALANCE	HOURS ACCRUED	HOURS LOST	HOURS TAKEN	NEW BALLANCE
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



#13 RESOLUTION



CITY OF PONTIAC OFFICIAL MEMORANDUM

TO: Honorable City Council President and City Council

FROM: Vern Gustafsson, City Planner

THROUGH: Mayor Tim Greimel

DATE: June 14, 2022

RE: Council resolution to approve KABOOM Play Everywhere Challenge Grant

Funded Culver Development Proposal

In 2019 the City of Pontiac was awarded \$56,500 to execute a grant funded project in Hidden River Plaza with Funding from the "KABOOM! Play Everywhere Challenge." The grant was awarded in support of revitalizing Hidden River Plaza with outdoor interactive musical installations and an outdoor performance space. The City is working to execute the deliverables of the grant agreement and requests that the Honorable City Council approves the attached contract with Culver Development for the construction of a raised platform and installation of a shade sail to complete the covered performance space. The total amount for the upper terrace stage and shade system is \$52,500. After architectural engineering services and construction services there will be \$2,000 remaining for further beautification of the plaza.

RESOLUTION ON FOLLOWING PAGE



Resolution to Authorize the Contract for Services Construct and Install the Outdoor Performance Space in Hidden River Plaza funded by the KABOOM Play Everywhere Challenge Grant

WHEREAS, in 2019 the City of Pontiac was awarded \$56,500 to execute a grant funded project in Hidden River Plaza with Funding from the "KABOOM! Play Everywhere Challenge."

WHEREAS, On July 2nd, 2019 the Pontiac City Council voted to accept the funds and permit the City to execute the grant agreement.

WHEREAS, the City of Pontiac wishes to execute the deliverables of the grant agreement and award which includes the construction and installation of an outdoor performance space in Hidden River Plaza.

WHEREAS, the City of Pontiac wishes to contract with Culver Development for construction and installation services in the amount of \$52,500.

NOW THEREFORE, be it resolved that the Pontiac City Council approves the contract for services with Culver Development for construction and installation of the raised platform and shade sail structure.

#14 COUNCIL COMMUNICATION



PEACE Academy







WHY PEACE ACADEMY?

Our GSRP (Great Start Readiness Program) pre-school builds lasting relationships while fostering each child's intellectual, social, physical and emotional development in an academic-rich environment.

We provide a foundation for success for all children as they begin their schooling.

Our program is free to families who qualify financially.

OFFICE PHONE | 248.451.7770

A safe learning environment

- Qualified and experienced teachers
 - Special Education Services
 - Pre-K Readiness Curriculum
 - Morning and afternoon meals

ENROLLMENT FAIR

JUNE 13-16 from 9 a.m. to 3 p.m.





El desarrollo saludable de sus hijos es nuestra prioridad número uno.

¿Porque elegir

a la Aasalamio Paacist

Nuestro GSRP (Programa para un buen comienzo)
El pre-escolar ayuda a construir relaciones que duran
años mientras ayuda a que cada niño desarrolle su
intelecto social, físico y emocional en un medio ambiente
altamente académico.

Proveemos una fundación para ayudar a que los estudiantes tengan éxito a través de toda su educación académica. Nuestro programa es gratis para las familias que califican financieramente.

TELEFONO DE LA OFICINA | 248.451.7770

• Un medio ambiente de aprendizaje seguro

- Maestros con licenciatura y experiencia
 - Servicios de educación especial
- Currículo especial para estar listos en pre-K.
 - · Alimentos por la mañana y la tarde

FERIA DE REGISTRO

Del 13 al 16 de JUNIO de las 9 a.m. a las 3 p.m.

#15 COUNCIL COMMUNICATION



MICHIGAN SECRETARY OF STATE MOBILE OFFICE IS COMING TO YOU

The Secretary of State Mobile Office will be visiting

RUTH PETERSON SENIOR CENTER

to provide service to

CLIENTS OF RUTH PETERSON SENIOR CENTER

Date:

THURSDAY, JUNE 16, 2022

Time:

10 A.M. TO 3P.M.

Location:

990 JOSLYN AVE, PONTIAC

Book a visit to complete your Secretary of State transactions, including:



First-time Michigan ID



Renew driver's license or ID



Transfer title



Apply for/renew disability placard

For more information or to schedule your visit during this Mobile Office event, contact

GLADYS SMITH

at

248-346-4246 GSmith@pontiac.mi.us



#16 COUNCIL COMMUNICATION



FRIDAY - JUNE 17TH 5:00 P.M. -9:00 P.M.

SATURDAY - JUNE 18TH 1:00 P.M. - 9:00 P.M. SUNDAY JUNE 19TH 1:00 P.M. - 8:00 P.M.

JOHNSON STREET TO ONEIDA ST.
WELCOME MISSIONARY BAPTIST CHURCH

Bubble Machine
Bouncers - Slides
Kiddie Land
Climbing Wall

POP-UP MARKETS

Information Health, Voting Support Information

Step Contest

Displays Quilting, Art, Artifacts Multi Arts
Music Stage
R & B, Jazz, Rap,
Gospel, and Spoken Word

PARADE

EVENT INFORMATION: 248.335.8740

SPONSORS

GPCC - OAKLAND COUNTY MINISTERIAL FELLOWSHIP - OAKLAND FORWARD - HONORS - OCHN - TRINITY HEALTH - PONTIAC UNITED - QTMC - NAACP

#17 COUNCIL COMMUNICATION

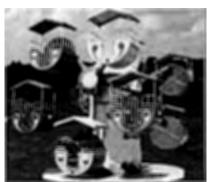




WELCOMES YOU TO OUR SUMMER READING CARNIVAL 2022 **FREE FERRIS WHEEL**



FOR CHILDREN. **BOUNCERS AND** LIBRARY CARDS



18 DE

12 NOON- 4 P.M. 12 P.M. A 4 P.M.

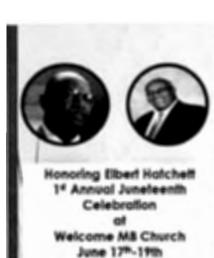


MÁS!

#18 COUNCIL COMMUNICATION



#19 COUNCIL COMMUNICATION



CALLING ALL PONTIAC and Beyond FOR OUR 1ST ANNUAL PARADE CELEBRATING

JUNETEENTH



PONTIAC MI 2022 JUNETEENTH PARADE Sunday, June 19, 2022 at 1 p.m. CALL 586.701.0431 or Email

brenda|carter29@gmail.com

If you want to participate in the parade or if you need more information!













#20 COUNCIL COMMUNICATION





2022 Market Dates

Join Us Sundays

1:00pm -4:00pm

Location: 11 N. Saginaw Downtown Pontiac May 22

June 19

July 17

August 14

September 18

October 16

October 30

(Healthy Halloween)

Donate today to help

S Cash App PayPal



@PontiacFarmersMarket

Visit our Website for more info

www.pontiacfarmersmarket.org

#21 COUNCIL COMMUNICATION

JUNE 25, 2022



MARQUEE

THORNETTA DAVIS
WITH
TINO G UP IN THE MIX

FREE TO THE PUBLIC!

PONTIAC MAKERS MARKET Vendor Expo

Art - Food - Music - Fun!

DOWNTOWN PONTIAC

MAKERS MARKET: 3PM-8PM

CONCERT: 4PM-9PM

Boricushonist



#22 COUNCIL COMMUNICATION

- CONCOURSE

5th Annual

Cars Under the Stars

FIREWORKSSPECTACULAR

PRESENTED BY

Experience the 5th Annual Cars Under the Stars Fireworks Spectacular presented by Coca-Cola. Enjoy live entertainment from Vavoom, one of metro Detroit's hottest dance-rock bands, along with a variety of family activities, food trucks, and craft beer.

SUNDAY JUNE 26, 2022

Gates open at 5:00 PM Fireworks begin at 9:45 PM*

\$10 for walk-in attendees (\$5 for Pontiac residents) \$30 Track parking per car (\$45 Arena parking per car (Umited availability)

BUY TICKETS TODAY AT MICONCOURSE COM/EVENT/FIREWORKS





1 MOTORSPORTS DRIVE, PONTIAC, MI 48341 1: 248.326.9999 // INFORMICONCOURSE.COM

*Exact time dependent upon weather.

#23 COUNCIL COMMUNICATION



#24 MAYOR'S COMMUNICATION



CITY OF PONTIAC OFFICIAL MEMORANDUM

OFFICIAL MEMORANDUM

TO:

Honorable Council President and Members of the City Council

FROM:

Mayor Tim Greimel

DATE:

June 2, 2022

RE:

Juneteenth National Independence Day Act

Honorable City Council:

Presented for your consideration is the recognition of Juneteenth Independence Day as a national holiday and asking the Council to acknowledge the decision to add Juneteenth as an official holiday for the City of Pontiac. Juneteenth Is a blend of 2 words- "June" and "nineteenth". On June 19, 1865, Major General Gordon Granger arrived in Galveston, TX, and announced the end of the Civil War and the end of slavery. This is an important holiday in American history as this is the day that commemorates the end of slavery in the United States. June 19th presents a joyous celebration of freedom for all African Americans. The celebration of the holiday should be regarded as a means for understanding the past and inspiration to work together as a community to solve the challenges of the future.