City of Birmingham
A Walkable Community

MEMORANDUM

Police Department

DATE: **April 4, 2017**

TO: **Joseph A. Valentine, City Manager**

FROM: **Mark H. Clemence, Police Chief**

SUBJECT: **Program Year 2017 High Intensity Drug Trafficking Area (HIDTA) Sub recipient Agreement between the County of Oakland and the City of Birmingham (Data Universal Numbering System ((DUNS)) #: 074239450)**

The police department is a member of the Oakland County Sheriff's Office Narcotic Enforcement Team (NET) by an approved inter-local agreement between the City and Oakland County. In addition to Birmingham, there are fourteen other communities that are also members of NET by inter-local agreement.

In 2017, with the permission and cooperation of all fifteen member agencies, the Oakland County Sheriff's Office applied for a grant through the Executive Board for Michigan High Intensity Drug Trafficking Area (HIDTA) requesting the United states Office of Drug Control Policy (ONDCP) grant NET an award of $140.000.00 for program year 2017 (January 1, 2017 to December 31, 2017). The grant award will allow partial funding for overtime reimbursement of NET investigators for drug investigations. Oakland County will reimburse the City up to $4,333.00 for qualifying NET related overtime.

In order to receive funds from the grant, the City of Birmingham is required to enter into a sub recipient agreement with the Oakland County (see attached agreement). The purpose of the agreement is to delineate the relationship and responsibilities regarding the County's use of grant funds to reimburse municipalities for overtime incurred as it relates to participation in the Oakland County Narcotic Enforcement Team (NET).

The sub recipient agreement was reviewed and approved by Mr. Currier.

SUGGESTED RESOLUTION:

To approve the Program Year 2017 High Intensity Drug Trafficking Area (HIDTA) Sub recipient Agreement between and the County of Oakland and the City of Birmingham. Further, to authorize the Mayor and City Manager to sign the agreement on behalf of the City.

PROGRAM YEAR 2017
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)
SUBRECIPIENT AGREEMENT BETWEEN
THE COUNTY OF OAKLAND AND CITY OF BIRMINGHAM
Data Universal Numbering System (DUNS) #: 074239450

This Agreement is made between Oakland County, a Constitutional Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 ("County") and City of Birmingham, 1551 Martin St, Birmingham, MI 48009, a Michigan Municipal Corporation ("Municipality").

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 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 ("O.C.S.O.").

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

The County, as the legal entity that administers N.E.T., submitted an Initiative Description and Budget Proposal (Exhibit A) to the Executive Board for Michigan HIDTA requesting the United States Office of National Drug Control Policy ("ONDCP") to grant N.E.T an award of $140,000.00 for program year (PY) 2017 to reimburse N.E.T. participating agencies for eligible law enforcement officer overtime costs. PY 2017 begins January 1, 2017 and ends December 31, 2017.

If ONDCP grants N.E.T. an award for PY 2017, the ONDCP disburses the HIDTA grant funds ("Grant funds") to the Michigan State Police (MSP). To receive the Grand funds, N.E.T. must submit requests for reimbursement with the required supporting documentation to Michigan HIDTA. If Michigan HIDTA approves the N.E.T. overtime reimbursement requests, the MSP should distribute the Grant funds to County on behalf of N.E.T. The County has the authority to allocate a portion of the Grant funds to reimburse the Municipality for qualifying overtime costs subject to the terms and conditions of this Agreement.

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

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

   1.1. **Claim** means any alleged loss, claim, complaint, demand for relief or damages, cause of action, proceeding, judgment, deficiency, liability, penalty, fine, litigation, costs, and/or expenses, including, but not limited to, reimbursement for attorney fees, witness fees, court costs, investigation expenses, litigation expenses, and amounts paid in settlement, which are

imposed on, incurred by, or asserted against the County or Municipality, or the County's or Municipality's agents or employees, whether such claim is brought in law or equity, tort, contract, or otherwise.

1.2. **Grant funds** mean the funds that may be awarded to the County and the other participating agencies in N.E.T. pursuant to Michigan HIDTA Initiative Description and Budget Proposal Version 2017 (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 2017.

2.2. **Exhibit B** - Template Request for HIDTA Overtime Reimbursement (Locals to County).

2.3. **Exhibit C** – Sample letter regarding notification of current overtime pay rate.

2.4. **Exhibit D** – Sample overtime slip, signed by the officer's supervisor that supports each Request for HIDTA Overtime Reimbursement.

2.5. **Exhibit E** – Sample paystub or payroll report that supports each Request for HIDTA Overtime Reimbursement.

3. **FEDERAL AWARD PROJECT DESCRIPTION.**

3.1. Catalog of Federal Domestic Assistance ("CFDA") #: 95.001

3.2. Federal Awarding Agency: United States Office of National Drug Control Policy ("ONDCP")

3.3. Program: High Intensity Drug Trafficking Areas (HIDTA)

3.3.1. HIDTA Objective: To reduce drug trafficking and drug production in the United States by: (A) facilitating cooperation among Federal, State, local, and tribal law enforcement agencies to share information and implement coordinated enforcement activities; (B) enhancing law enforcement intelligence sharing among Federal, State, local, and tribal law enforcement agencies; (C) providing reliable law enforcement intelligence to law enforcement agencies needed to design effective enforcement strategies and operations; and (D) supporting coordinated law enforcement strategies which maximize use of available resources to reduce the supply of illegal drugs in designated areas and in the United States as a whole.

3.4. Period of Performance: January 1, 2017 through December 31, 2017.

4. **USE OF HIDTA FUNDS**.

4.1. The total amount of the federal award committed to the Municipality and obligated by this action by the County to the Municipality is **$4,333.00**. Such commitment and obligation is contingent upon the ONDCP awarding the grant funds to N.E.T and the MSP reimbursing the County.

4.2. The County will reimburse the Municipality, up to **$4,333.00** total, for qualifying N.E.T.-related overtime. 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, the Municipality shall submit to the County the documentation described in the following subparagraphs no later than thirty (30) days after PY 2017 has expired. If the County, in its sole discretion, determines that the documentation submitted by the Municipality does not reconcile, then the Municipality shall provide any additional documentation requested by the County in order to process payment.

5.1.1. A fully completed and signed Request for HIDTA Overtime Reimbursement attached as Exhibit B.

5.1.2. A letter substantively similar to the sample letter regarding notification of current overtime pay rate attached as Exhibit C.

5.1.3. Overtime slips, signed by the officer's supervisor, that support each Request for HIDTA Overtime Reimbursement. The overtime slips shall be substantively similar to the sample overtime slip attached as Exhibit D.

5.1.4. The paystub or payroll report that supports each Request for HIDTA Overtime Reimbursement. The paystub or payroll report shall be substantively similar to the sample paystub attached as Exhibit E.

5.2. County will only reimburse Municipality for approved overtime costs after County has received the Grant funds from MSP for that particular reimbursement request.

6. GENERAL COMPLIANCE.

6.1. The Municipality shall comply with to 28 C.F.R. Part 69 (New Restrictions on Lobbying) and 2 C.F.R. Part 25 (Universal Identifier and System of Award Management).

6.2. The Municipality shall comply with the Government-wide Suspension and Debarment provision set forth at 2 CFR Part 180.

6.3. The Municipality shall perform all activities in accordance with The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200 (the "Part 200 Uniform Requirements"), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. Part 3603. For this award, the Part 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.

6.4. The Municipality shall comply with ONDCP's HIDTA Program Policy and Budget Guidance, all other applicable Federal, state, and local laws and regulations, and the terms and conditions contained in this Agreement.

6.5. As specified in the HIDTA Program Policy and Budget Guidance, the Municipality must:

6.5.1. 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).

6.5.2. Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.

6.5.3. Evaluate and monitor compliance with applicable statute and regulations, and the terms and conditions of the Federal award.

6.5.4. Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.

6.5.5. 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. 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 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:

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 sub-award 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).

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, 2017.

13. ASSURANCES.

13.1. Each Party shall be responsible for its own acts and the acts of its employees and agents, the costs associated with those acts, and the defense of those acts.

13.2. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

13.3. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, laws, and requirements applicable to its activities performed under this Agreement.

14. TERMINATION OF AGREEMENT.

14.1. This Agreement may be terminated in whole or in part as follows:

14.1.1. by the County, if the Municipality fails to comply with the terms and conditions of this Agreement;

14.1.2. by the County for cause;

14.1.3. by the County with the consent of the Municipality, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

14.1.4. by the Municipality upon sending to the County written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the County determines in the case of partial termination that the reduced or modified portion of the subaward will not accomplish the

purpose for which this Agreement was made, the County may terminate the Agreement in its entirety.

14.2. The County must provide to the Municipality a notice of termination. Written suspension or notice of termination will be sent to the Municipality's business address. If this Agreement is terminated or partially terminated, both the County and the Municipality remain responsible for compliance with the requirements at 2 CFR 200.343 Closeout and 2 CFR 200.344 Post-closeout Adjustments and Continuing Responsibilities.

15. CLOSEOUT.

15.1. The County shall close-out this Agreement when it determines that all applicable administrative actions and all required work under this Agreement have been completed by Municipality.

15.2. The Municipality shall comply with the closeout provisions of 2 C.F.R. 200.343 (Closeout).

16. POST-CLOSEOUT ADJUSTMENTS AND CONTINUING RESPONSIBILITIES.

16.1. The closeout of this Agreement does not affect any of the following:

16.1.1. The right of County to disallow costs and recover funds on the basis of a later audit or other review. The County must make any cost disallowance determination and notify the Municipality within the record retention period;

16.1.2. The obligation of the Municipality to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments;

16.1.3. Audit requirements in Subpart F—Audit Requirements of 2 C.F.R. Part 200.

16.1.4. Records retention as required in Subpart D—Post Federal Award Requirements of this part, §200.333 Retention requirements for records through §200.337 Restrictions on public access to records.

17. REMEDIES FOR NONCOMPLIANCE.

17.1. If the Municipalilty fails to comply with federal statutes, regulations, or the terms and conditions of this Agreement, the County may impose additional conditions, as described in 2 CFR §200.207 Specific Conditions. If the County determines that noncompliance cannot be remedied by imposing additional conditions, the County may take one or more of the following actions, as appropriate in the circumstances:

17.1.1. temporarily withhold cash payments pending correction of the deficiency by the Municipality or more severe enforcement action by the County;

17.1.2. disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;

17.1.3. wholly or partly suspend or terminate the Agreement;

17.1.4. recommend that the Federal awarding agency initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations;

17.1.5. withhold further funds for the project or program;

17.1.6. take other remedies that may be legally available.

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

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

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

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

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

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

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

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

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

26.1. If Notice is sent to the County, it shall be addressed and sent to: Oakland County Board of Commissioners Chairperson, 1200 North Telegraph, Pontiac, Michigan 48341, with a copy to Oakland County Sheriff's Office, Business Manager, 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 Birmingham

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.

County of Oakland	**City of Birmingham**
Lieutenant Brent Miles Investigative & Forensic Services Division Narcotics Enforcement Team Office: 248-858-1722 Fax: 248-858-1754 Email: milesbr@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.

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

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

IN WITNESS WHEREOF, Michael Gingell, 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: _____
Michael Gingell, Chairperson
Oakland County Board of Commissioners

WITNESSED: _____ DATE: _____
Printed Name:
Title:

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

EXECUTED: _____ DATE: _____
Printed Name:
Title:

WITNESSED: _____ DATE: _____
Printed Name:
Title:

Michigan HIDTA

Initiative Description and Budget Proposal

Version 2017

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 Financial Management System line item budget sheets available from the HIDTA Financial Manager.**

Program Year: 2017 Initiative Title: **NET - Oakland County Narcotics Enforcement Team**

Submitter's Rank/Name: Lieutenant Brent Miles Submitter's Telephone #: 248-858-1722

Submitter's E-mail Address: milesbr@oakgov.com

SECTION 1: INITIATIVES

Level of Activity - Check all that apply

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

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

☒ YES ☐ NO

SECTION 2: PROFILE

Initiative Description

Enter Lead Agency: Oakland County Sheriff 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 Detail 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, charts, images, etc.

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

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

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

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

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

ONDCP closely examines **vehicle expenditures**. Lease costs and other vehicle-related expenses must be detailed. Ensure the number of vehicles and expenses match the number of eligible officers in your initiative. *"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 be detailed. Example: *Monthly cell phone service for 12 officers @ $100/month 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 application package consists of the INITIATIVE DESCRIPTION AND BUDEGET PROPOSAL ***and*** the Financial Management System line item budget sheets, which are available from the HIDTA Financial Manager.

Enter Initiative Description and Budget Detail Below

Total Dollar Amount Requested: $140,000.00

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

NET is now comprised of sixteen local police departments, and is partnered with the DEA and IRS. NET drives its mission by dividing its resources into four investigative teams. Three of the teams are considered street level crews that make undercover cases against street level dealers. These crews are loosely divided up by four quadrants of Oakland County. These teams make the majority of arrests and seizures of street level dealers throughout Oakland County. The fourth team is dedicated to large Scale DTO style cases and prescription pill cases. NET also commits full time officers to Group 9 of the DEA, and Group 19 of the DEA. It is NET's belief that the interchanging of task force officers results in a highly efficient exchange of intelligence and maximum efforts applied to DTO prosecutions.

Oakland County is a highly diversified county in that it has urban areas like the city of Pontiac and several cities that border the 8 Mile corridor. Oakland County also consists of a high concentration of suburbs and rural northern areas. The population of Oakland County is about 1,200,000 with a very wide range of medium family incomes. Oakland County's drug threat appears to be a mirror image of the Michigan HIDTA's drug threat assessment. Heroin usage is on the rise and cocaine and crack are still readily available anywhere throughout the County, although the street level price appears to be increasing. Marijuana appears to be the number one available drug throughout the County.

Oakland County borders the city of Detroit and is directly south of the city of Flint with I-75 being the major freeway connecting the three cites. Detroit and Flint once again led the state in violent crime in 2015, with Flint topping the list and Detroit at No. 2, according to preliminary annual FBI statistics.

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

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

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** if 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
Lieutenant	Oakland County Sheriff Office	1	No	No	Full Time	
Sergeant	Oakland County Sheriff Office	4	No	No	Full Time	
Deputy	Oakland County Sheriff Office	7	No	No	Full Time	
Officer	Auburn Hills Police Dept.	1	No	No	Full Time	
Officer	Birmingham Police Dept.	1	No	No	Full Time	
Officer	Bloomfield Twp Police Dept.	1	No	No	Full Time	
Officer	Farmington Hills Police Dept	1	No	No	Full Time	
Officer	Farmington City Police Dept.	1	No	No	Full Time	
Officer	Ferndale Police Dept.	1	No	No	Full Time	
Officer	Hazel Park Police Dept.	1	No	No	Full Time	
Officer	Madison Hts Police Dept.	1	No	No	Full Time	
Officer	Rochester City Police Dept.	1	No	No	Full Time	
Officer	Royal Oak Police Dept.	1	No	No	Full Time	
Officer	Southfield Police Dept.	1	No	No	Full Time	
Officer	Troy Police Dept.	1	No	No	Full Time	
Officer	Waterford Police Dept.	1	No	No	Full Time	
Officer	West Bloomfield Police Dept.	1	No	No	Full Time	
Officer	White Lake Police Dept.	1	No	No	Full Time	
Clerical	Oakland County Sheriff Office	1	No	No	Full Time	
Auditor	Oakland County Sheriff Office	1	No	No	Full Time	
Property Tech	Oakland County Sheriff Office	1	No	No	Full Time	
Clerical	Oakland County Sheriff Office	1	No	No	Part Time	

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

SECTION 3: DTOs

DTO Expected Outputs:

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

DISRUPTED Defined **DISMANTLED** Defined

Enter Number of **DTOs** Expected to be Disrupted or Dismantled This Program Year: 5

Notes/Additional Information:

Enter Number of **MLOs** Expected to be Disrupted or Dismantled This Program Year: 0

Notes/Additional Information:

SECTION 4: CLANDESTINE LABORATORY CASES

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

Enter the Number of Lab Dump Sites Expected to be Seized This Program Year: 0

Enter the Number of Chemical/Glassware/Equipment Expected to be Seized This Program Year: 0

Enter the Number of Children Expected to be Affected This Program Year: 0

Enter the Number of **Meth** Labs Expected to be Dismantled This Program Year: 0

Notes/Additional Information:

SECTION 5: ACTIVITIES

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

New HIDTA Cases:

Enter the Number of New HIDTA Initiative Cases Expected to be Opened This Program Year: 700

Notes/Additional Information:

Case Support:

Enter the Number of Leads Expected to be Referred This Program Year: 40

Refer to definition of a Lead. TF Commanders must maintain and make available to auditors documentation which substantiates Leads referred.

Enter the Number of Cases Expected to be Provided Analytical Support This Program Year: 1

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

Enter the Number of Event Deconflictions Expected to be Submitted This Program Year: 450

Enter the Number of Case Matching Requests Expected to be Submitted This Program Year: 300

Notes/Additional Information:

SECTION 6: FUGITIVES

Predict the number of fugitives you expect to arrest for the Program Year. A fugitive is defined as an arrest made pursuant to some type of court-issued paper, such as an arrest warrant, a writ, a pick-up order, etc. Arrests not made pursuant to court-issued paper, such as arrests made on probable cause, should be counted as ***Arrests*** in ***Section 7: Other Outputs*** of this proposal. Include pertinent notes in the Notes/Additional Information box.

Enter the Number of Fugitives Expected to be Arrested This Program Year: 25

Notes/Additional Information:

SECTION 7: OTHER OUTPUTS

Other Outputs provides a method for initiatives to report and receive *credit* for their activities which do not appear in PMP core tables. Initiatives are not required to provide projections or expected yearly totals for any Mandatory or Other Output.

MANDATORY OUTPUTS

If your initiative engages in any of the Mandatory Outputs listed in the table to the right, the quarterly counts of those outputs must be reported on the initiative's *Task Force Quarterly Report.*

NOTE: Do not confuse Arrests with Fugitives. Fugitives are reported in ***Section 6: Fugitives***. Arrests not made pursuant to court-issued paper, such as arrests made on probable cause, should be counted as the appropriate *type of **Arrest*** in this section, either as Mandatory or Other.

MANDATORY OUTPUTS
Arrests
Arrests - Drug-Related
Arrests - Murder Charges
Arrests - Robbery Charges
Consent Searches
Criminal Groups
Criminal Informants Opened
Drug-Related Homicide Cases ASSIGNED
Drug-related Homicide Cases Closed by ARREST
Indictments
Pen Registers Installed
Search Warrants Served
Surveillances Conducted
T-III Wiretap Investigations

OTHER OUTPUTS

Mandatory Outputs as detailed above, need not be selected in the boxes to the right, but must be reported on the *TF Quarterly Report.*

If your initiative engages in non-mandatory types of outputs, listed in non-caps in the drop down boxes to the right, and wishes to report or receive *credit* for those activities, please identify those outputs by entering in the drop-down box to the right.

The count of each Other Output must be reported each quarter on the *TF Quarterly Report.*

Contact the HIDTA if you wish to add an Output which does not appear in the lists to the right.

Other Output:	ARRESTS - DRUG RELATED
Other Output:	CRIMINAL GROUPS
Other Output:	SEARCH WARRANTS SERVED
Other Output:	SURVEILLANCES CONDUCTED
Other Output:	
Other Output:	
Other Output:	
Other Output:	
Other Output:	
Other Output:	
Other Output:	
Other Output:	
Other Output:	
Other Output:	