



**OFFICE OF THE
CHIEF FINANCIAL OFFICER
Office of Development and Grants**

Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 1026
Detroit, Michigan 48226

Phone 313•628•1258
Fax 313•224•0542
www.detroitmi.gov

August 14, 2024

The Honorable Detroit City Council
ATTN: City Clerk Office
200 Coleman A. Young Municipal Center
Detroit MI 48226

RE: Request to Accept and Appropriate Sub-award from the FY 2023 High Intensity Drug Trafficking Areas (HIDTA) Grant

The City of Novi has awarded the City of Detroit Police Department with a sub-award from the FY 2023 High Intensity Drug Trafficking Areas (HIDTA) Grant for a total of \$170,000.00. There is no match requirement. The total project cost is \$170,000.00. This grant was made possible by grant from the Michigan High Intensity Drug Trafficking Areas (HIDTA).

The objective of the grant is to provide funding to support the Crime Gun Intelligence Center Partnership, combat overdose and fentanyl investigations, and combat drug trafficking in the region. The funding allotted to the department will be utilized for Task Force Member training, overtime pay, and equipment and supplies. This is a reimbursement grant.

If approval is granted to accept and appropriate this funding, the appropriation numbers are:

- 21400, in the amount of \$75,000.00, for the Crime Gun Intelligence Center
- 21401, in the amount of \$50,000.00, for the Combat Drug Overdose Program
- 21419, in the amount of \$45,000.00, for the Combat Drug Trafficking Program

I respectfully ask your approval to accept and appropriate funding in accordance with the attached resolution.

Sincerely,

DocuSigned by:
Terri Daniels
4D2BEEE23C8D489...

Terri Daniels
Director of Grants, Office of Development and Grants

CC:
Sajjiah Parker, Assistant Director, Grants

DocuSigned by:
Matthew Spayth
17E14C346551467...

Office of Budget

DocuSigned by:
Cheryl Smith-Williams
B8CAE73E1C57487...

Agreement Approved as to Form
By the Law Department



Office of Development and Grants

RESOLUTION

Council Member _____

WHEREAS, the Detroit Police Department (DPD) is requesting authorization to accept a sub-award grant of reimbursement from the City of Novi, in the amount of \$170,000.00, to support Task Force Member training, overtime pay, and equipment and supplies; and

WHEREAS, this grant was made possible by grant from the Michigan High Intensity Drug Trafficking Areas (HIDTA); and

WHEREAS, the Law Department has approved the attached Memorandums of Agreement as to form; and

WHEREAS, this request has been approved by the Office of Budget; now

THEREFORE, BE IT RESOLVED that the Director or Head of the Department is authorized to execute Memorandums of Agreements on behalf of the City of Detroit, and

BE IT FURTHER RESOLVED, that the Budget Director is authorized to establish Appropriation number 21400, in the amount of \$75,000.00, for the Crime Gun Intelligence Center sub-award of the FY 2023 High Intensity Drug Trafficking Areas (HIDTA) Grant; and

BE IT FURTHER RESOLVED, that the Budget Director is authorized to establish Appropriation number 21401, in the amount of \$50,000.00, for the Combat Drug Overdose Program sub-award of the FY 2023 High Intensity Drug Trafficking Areas (HIDTA) Grant; and

BE IT FURTHER RESOLVED, that the Budget Director is authorized to establish Appropriation number 21419, in the amount of \$45,000.00, for the Combat Drug Trafficking Program of the FY 2023 High Intensity Drug Trafficking Areas (HIDTA).



MICHIGAN HIDTA
26211 Central Park Blvd | Suite 400
Southfield, MI 48076 | Phone 248-728-3701

February 26, 2024

Chief James E. White
Detroit Police Department
1301 3rd Street
Detroit, Michigan 48226

Dear Chief White:

We are pleased to inform you the Detroit Police Department (DPD) has been awarded \$50,000 in 2023 Discretionary/Supplemental funding from the Office of National Drug Control Policy (ONDCP) to combat fentanyl trafficking and reduce fatal and non-fatal overdoses in Wayne, Oakland, and Macomb counties.

At the October 11, 2023, Michigan HIDTA Executive Board Meeting, the Executive Board approved the recommendation to allocate \$50,000 to southeast Michigan and \$40,000 to western Michigan due to the high number of fatal and non-fatal overdoses occurring in these areas of the state. This funding is a one-time allocation unless we receive additional discretionary/supplemental funding in the future.

This funding will help support the DPD Major Violators Section, which is working in conjunction with the Drug Enforcement Administration (DEA), to combat fentanyl and drug overdoses throughout the City of Detroit and the metropolitan area and is designed to implement the Strategy proposed by the Executive Board of the Michigan HIDTA and approved by the Office of National Drug Control Policy (ONDCP).

In addition, the DPD Major Violators Section has been established as a Michigan HIDTA Multi-Agency Task Force Initiative and will receive an initial annual allotment of \$45,000 to work in cooperation with our federal, state, and local partners to combat drug trafficking in the region. We are very excited to once again have the DPD as a designated Michigan HIDTA Task Force Initiative.

By accepting these funds, your DPD Task Force Commander must complete the required quarterly reports and other assessments so the Michigan HIDTA can continue to apply for this funding moving forward.

If you or your team have any questions pertaining to this award, please contact me or Deputy Director David Molloy at 248.728.3703.

Very truly yours,


Ronaldo Ollie
Executive Director

MEMORANDUM OF UNDERSTANDING

AGREEMENT BETWEEN CITY OF NOVI AND HIDTA, FOR HIDTA TO PAY TO CITY OF NOVI COST ALLOCATION

WHEREAS; the National High Intensity Drug Trafficking Area ("HIDTA") program is a federally funded program created to bring together federal, state and local law enforcement organizations to coordinate and synchronize drug enforcement strategies; and

WHEREAS; HIDTA's mission is to reduce drug trafficking, related violent crime and money laundering in the HIDTA region, which includes Oakland County; and

WHEREAS; under the federal guidelines for HIDTA, a local unit of government must agree to become HIDTA's sponsoring agency and fiduciary agent; and

WHEREAS; the City will perform accounts payable functions and light accounting duties on behalf of HIDTA. This includes establishing a fiduciary account for expenditures on behalf of HIDTA as well as running financial reports, if requested.

WHEREAS; upon receipt of a properly documented payment request from HIDTA, the City will remit payments as requested by HIDTA. HIDTA will request reimbursement to the City for payments made on its behalf by the City. Within fourteen (14) days of remitting payment on behalf of HIDTA, the City shall receive reimbursement from the Office of National Drug Control Policy.

INDIRECT COST; Michigan HIDTA will pay the City of Novi an indirect cost of \$50,000 annually for services provided by the City on its behalf. The indirect cost will be paid to the City on July 1st of each year. Should the City provide services prior to July 1, 2023, a monthly fee will apply of \$4,200.

TERM OF AGREEMENT; This agreement is effective April 3, 2023, and will remain in effect as long as the City of Novi serves as the fiduciary for the Michigan HIDTA.

AMENDMENTS; Changes mutually agreed upon by the City and HIDTA will be incorporated into this Agreement by written amendments signed by the parties.

EXTENT OF CONTRACT; This agreement represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements, whether written or oral, pertaining to the City of Novi.

MICHIGAN HIGH INTENSITY
DRUG TRAFFICKING AREA


By: _____
Ranaldo Ollie, Executive Director

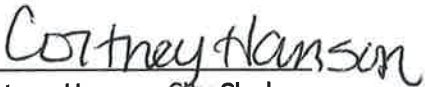


CITY OF NOVI

BY: _____
Robert J. Gatt, City Mayor



Witnessed By: 
DAVID E. MOLLOY
DEPUTY DIRECTOR

Witnessed By: 
Cortney Hanson, City Clerk

**FIDUCIARY
MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF DETROIT POLICE DEPARTMENT
AND
MICHIGAN HIGH INTENSITY DRUG TRAFFICKING AREA
AND
THE CITY OF NOVI**

This Memorandum of Agreement ("MOA") is entered into by and between the Michigan High Intensity Drug Trafficking Area ("HIDTA"), a federal agency, located at 26211 Central Park Blvd, Suite 400, Southfield, Michigan 48226, ("GRANTOR"), the City of Novi, a Michigan municipal corporation of Oakland County, located at 45125 W. 10 Mile Road, Novi, Michigan 48375, ("FIDUCIARY"), and the City of Detroit, a Michigan municipal corporation acting through its Police Department ("DPD"), located at 1301 Third St., Detroit, Michigan 48226 ("CITY"). The CITY, GRANTOR, AND FIDUCIARY may each be referred to herein as a "Party" or collectively as the "Parties" to this MOA, as applicable.

RECITALS

WHEREAS, the GRANTOR has awarded the CITY grant funds in the amount of seventy-five thousand dollars (\$75,000.00) ("award") and is authorized to support the CITY's Project, as described in Section 2 of this MOA; and

WHEREAS, the GRANTOR has selected and authorized FIDUCIARY to serve as the sponsoring agency and fiduciary agent of the grant funds for the Project. A copy of the Memorandum of Understanding between the GRANTOR and the FIDUCIARY is attached hereto as EXHIBIT B; and

WHEREAS, the CITY and FIDUCIARY desire to enter into this MOA to ensure the distribution of the awarded grant funds from the FIDUCIARY to the CITY in the furtherance of the CITY's project, and in accordance with the Budget Proposal Summary attached hereto as EXHIBIT C; and

WHEREAS, as the sponsoring agency and fiduciary agent for the project, FIDUCIARY will render certain technical or fiduciary services ("Services") in the administration of said grant funding, as set forth in this MOA.

NOW THEREFORE, the CITY, GRANTOR, and FIDUCIARY acknowledge the following understanding:

Section 1: MOA Purpose. The purpose of this MOA is to assist the Parties in coordinating their activities by providing a written memorandum of their intentions stated in good faith and with as much accuracy as possible. Through this MOA, the CITY, the GRANTOR and the FIDUCIARY agree faithfully and diligently to perform the Services outlined, in accordance with the terms and conditions contained in this Agreement.

Section 2: Project Summary. The CITY is the recipient of awarded dollars for the purpose of supporting the CITY, through the DPD – Crime Gun Intelligence Center (“CGIC”), to enhance the established CGIC operations with the goal of increasing the National Integrated Ballistic Information Network (“NIBIN”) and e-Trace submissions from federal, state, local, and tribal enforcement, as well as identify trigger pullers who are actively engaged in violence in the area of responsibility. (“Project;” HIDTA award to the CGIC’s NIBIN). See EXHIBIT A attached hereto and incorporated by reference. The Project is designed to implement the strategy proposed by the Executive Board of the Michigan HIDTA. The GRANTOR entered an MOU with FIDUCIARY to serve as the sponsoring agency and fiscal agent for the awarded dollars. See EXHIBIT B attached hereto and incorporated by reference. The awarded dollars will be expended in accordance with the Budget Proposal Summary, *HIDTA DPD CGIC – NIBIN Program*. See EXHIBIT C attached hereto and incorporated by reference.

Section 3. Term, Effective Date, and Termination. This MOA will be effective as of the date upon which it has been duly signed and executed by an authorized representative of each of the Parties and approved as to form by the City of Detroit Law Department (“Effective Date”) and will terminate on December 31, 2025. This MOA can be terminated without cause by either Party upon thirty (30) days advance written notice, which notice will be provided in accordance with Section 9, herein. Upon the expiration or termination of this MOA, the CITY or GRANTOR will notify FIDUCIARY of such termination, wind down its fiscal activities, and deliver all remaining grant funds to the CITY or as otherwise directed in writing by the CITY and/or GRANTOR. The Parties will perform all wind down activities in accordance with the terms of this MOA and grant, as well as any additional direction that may be provided.

Section 4: Recordkeeping and Reporting. The CITY will prepare quarterly reports, in the form of a letter, detailing the number of NIBIN submissions, leads generated, and leads resulting in an arrest, and maintain information pertinent to its activities under this MOA for at least four (4) years following the conclusion or earlier termination of this MOA, but in no case for less time than may be required to maintain compliance with applicable Laws and the requirements of the Department of Justice.

Section 5: Compliance with Laws. Each Party acknowledges that it is individually responsible for maintaining compliance in all respects with all applicable federal, state, and local laws, rules, regulations, and orders having the binding effect of law (collectively, "Applicable Laws"). Neither Party will be responsible for ensuring the other Party's compliance with Applicable Laws at any time, unless so required under Applicable Laws.

Section 6: Non-Discrimination. The Parties will, in performing its activities set forth herein, refrain from refusing, restricting, withholding, or denying any accommodations, services, privileges, advantages or facilities or otherwise discriminating, whether directly or indirectly, on the basis of race, color, ethnicity, national origin, religious beliefs or practices, age, disability, pregnancy, marital status, parental status, military status, employment or educational status, gender, sex, sexual orientation, gender identity or expression, or any other protected classification, in accordance with Chapter 23 of the 2019 Detroit City Code and other Applicable Laws.

Section 7: Indemnification. GRANTOR and FIDUCIARY will indemnify, defend, and hold the CITY harmless against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses for attorneys, expert witnesses and other consultants) that may be imposed upon, incurred by, or asserted against the CITY or its departments, officers, employees, or agents by reason of (a) any grossly negligent act, error, or omission caused by GRANTOR or FIDUCIARY, (b) any failure by GRANTOR or FIDUCIARY to perform its obligations under this MOA, or (c) any injury to the person or property of an employee of the CITY where such injury arises out of GRANTOR'S or FIDUCIARY'S performance under this MOA.

Section 8: Amendments. No amendment to this MOA will be effective unless it is in writing, expressly makes reference to this MOA, and is executed by a duly authorized representative of the CITY, GRANTOR, and FIDUCIARY, and approved by Detroit City Council.

Section 9: Notices. Notices, requests, notifications, and other communications (collectively, "Notices") related to this MOA by any Party will be given in writing, signed by an authorized representative of the Party, and hand delivered, mailed by first-class mail or by overnight courier, or emailed with receipt confirmation enabled, and addressed as follows:

If to GRANTOR: HIDTA
26211 Central Park Blvd, Ste. 400
Southfield, Michigan 48226
Attention: Ronaldo Ollie Executive Director
Email: rollie@mi.hidta.net

If to FIDUCIARY: City of Novi
45125 W. 10 Mile Road
Novi, Michigan 48375
Attention: Sabrina Lilla, Deputy Finance Director
Email: slilla@cityofnovi.org

If to CITY: City of Detroit Police Department
1301 Third St.
Detroit, Michigan 48226
Attention: Heather Cameron, Captain
Email: jonesh837@detroitmi.gov

Section 10: Miscellaneous Terms.

A. **Independent Parties.** Each Party acknowledges that the CITY, GRANTOR, and FIDUCIARY are independent of each other and do not intend, as a result of this MOA or otherwise, to become a joint venture, partners, employees, servants, agents, representatives, contractors, or any type of related business entities to one another with respect to the subject matter of this MOA.

- B. **Assignment.** This MOA sets forth each Party's intended activities in furtherance of the purpose of this MOA and neither Party intends to delegate or assign this MOA, or any portion of this MOA, either voluntarily or involuntarily, or by operation of law, without the prior written notice to the other Party.
- C. **Merger.** This MOA sets forth the entire understanding between the Parties as to their activities in the purpose of this MOA and all prior discussions, negotiations, communications, and understandings, whether written or verbal, are hereby merged into this MOA.
- D. **Choice of Law and Venue.** The Parties acknowledge that this MOA will be governed by the laws of the State of Michigan, excluding its choice of laws rules. Any legal suit, action or proceeding arising out of this MOA will be instituted in the federal courts of the United States of America or the courts of the State of Michigan, in each case located in the City of Detroit and County of Wayne, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
- E. **Severability.** In the event that any provision in this MOA is found by a court to be impermissible or illegal, then that provision shall be stricken from the MOA and shall be replaced by a provision that is permissible and legal and by mutual agreement of the Parties comes closest to expressing the intent of the stricken provision. The remainder of the MOA shall remain in full force and effect in accordance with its original overall intent.
- F. **Counterparts.** This MOA may be executed in multiple counterparts, each of which shall be deemed to be an original, all of which together shall constitute but one document. Each counterpart may be executed by facsimile or electronic signature, which will be deemed to be an original signature, to the extent permitted by Applicable Laws.
- G. **Authority of the CITY.** Notwithstanding anything in this MOA, in law, in equity, or otherwise to the contrary, this MOA shall be of no force or effect and may not in any way be enforced against the CITY, GRANTOR, or FIDUCIARY until the Effective Date, and until the City of Detroit Law Department, and the transactions contemplated hereby have been approved pursuant to a Resolution of the Detroit City Council, as approved by the Mayor of the City of Detroit. Any amendments or modifications of such Agreement shall likewise be fully executed by a duly authorized agent of GRANTOR and FIDUCIARY, approved by the City of Detroit Law Department, and approved pursuant to a Resolution of the Detroit City Council as approved by the Mayor of the City of Detroit that incorporates such amendments or modifications.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

HIGH INTENSITY DRUG TRAFFICKING AREA

By: _____

Title: _____

Date: _____

Signature: _____

CITY OF NOVI

By: _____

Title: _____

Date: _____

Signature: _____

CITY OF DETROIT POLICE DEPARTMENT

By: _____

Title: _____

Date: _____

Signature: _____

APPROVED BY CORPORATION COUNSEL PURSUANT TO SECTION 7.5-206 OF THE 2012 CHARTER OF THE CITY OF DETROIT

By: _____
Corporation Counsel
City of Detroit Law Department

Budget Proposal Summary			
HIDTA DPD CGIC - NIBIN Program			
2023 Discretionary Funding			
Budget Category	Year 1	Total(s)	Notes
A. Personnel			
Overtime	\$70,000.00		
Total Personnel		\$70,000.00	
B. Fringe Benefits	\$0.00		
Total Fringe Benefits		\$0.00	
C. Other			
Office Furniture	\$5,000.00		
Total Other		\$5,000.00	
Total Project Costs		\$75,000.00	

**FIDUCIARY
MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF DETROIT POLICE DEPARTMENT
AND
MICHIGAN HIGH INTENSITY DRUG TRAFFICKING AREA
AND
THE CITY OF NOVI**

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RECITALS

WHEREAS, the GRANTOR has awarded the CITY grant funds in the amount of forty-five thousand dollars (\$45,000.00) ("award") and is authorized to support the CITY's Project, as described in Section 2 of this MOA. A copy of the award letter to the CITY is attached hereto as EXHIBIT A; and

WHEREAS, the GRANTOR has selected and authorized FIDUCIARY to serve as the sponsoring agency and fiduciary agent of the grant funds for the Project. A copy of the Memorandum of Understanding between the GRANTOR and the FIDUCIARY is attached hereto as EXHIBIT B; and

WHEREAS, the CITY and FIDUCIARY desire to enter into this MOA to ensure the distribution of the awarded grant funds from the FIDUCIARY to the CITY in the furtherance of the CITY's project, and in accordance with the Budget Proposal Summary attached hereto as EXHIBIT C; and

WHEREAS, as the sponsoring agency and fiduciary agent for the project, FIDUCIARY will render certain technical or fiduciary services ("Services") in the administration of said grant funding, as set forth in this MOA.

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agree faithfully and diligently to perform the Services outlined, in accordance with the terms and conditions contained in this Agreement.

Section 2: Project Summary. The CITY is the recipient of awarded dollars for the purpose of supporting the CITY, through the DPD – Major Violators Section, to work in cooperation with federal, state, and local partners to combat drug trafficking in the region as a part of the Michigan HIDTA Multi-Agency Task Force (“Project;” HIDTA award to combat Drug Trafficking). See EXHIBIT A attached hereto and incorporated by reference. The GRANTOR entered an MOU with FIDUCIARY to serve as the sponsoring agency and fiscal agent for the awarded dollars. See EXHIBIT B attached hereto and incorporated by reference. The awarded dollars will be expended in accordance with the Budget Proposal Summary, *HIDTA Combat Drug Trafficking Program*. See EXHIBIT C attached hereto and incorporated by reference.

Section 3. Term, Effective Date, and Termination. This MOA will be effective as of the date upon which it has been duly signed and executed by an authorized representative of each of the Parties and approved as to form by the City of Detroit Law Department (“Effective Date”) and will terminate on December 31, 2025. This MOA can be terminated without cause by either Party upon thirty (30) days advance written notice, which notice will be provided in accordance with Section 9, herein. Upon the expiration or termination of this MOA, the CITY or GRANTOR will notify FIDUCIARY of such termination, wind down its fiscal activities, and deliver all remaining grant funds to the CITY or as otherwise directed in writing by the CITY and/or GRANTOR. The Parties will perform all wind down activities in accordance with the terms of this MOA and grant, as well as any additional direction that may be provided.

Section 4: Recordkeeping and Reporting. The CITY will prepare quarterly reports that detail how funds are expended for equipment and/or other needs, as requested for the Project, and maintain information pertinent to its activities under this MOA for at least four (4) years following the conclusion or earlier termination of this MOA, but in no case for less time than may be required to maintain compliance with applicable Laws and the requirements of the Department of Justice.

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costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses for attorneys, expert witnesses and other consultants) that may be imposed upon, incurred by, or asserted against the CITY or its departments, officers, employees, or agents by reason of (a) any grossly negligent act, error, or omission caused by GRANTOR or FIDUCIARY, (b) any failure by GRANTOR or FIDUCIARY to perform its obligations under this MOA, or (c) any injury to the person or property of an employee of the CITY where such injury arises out of GRANTOR'S or FIDUCIARY'S performance under this MOA.

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If to GRANTOR: HIDTA
 26211 Central Park Blvd, Ste. 400
 Southfield, Michigan 48226
 Attention: Ronaldo Ollie Executive Director
 Email: rollie@mi.hidta.net

If to FIDUCIARY: City of Novi
 45125 W. 10 Mile Road
 Novi, Michigan 48375
 Attention: Sabrina Lilla, Deputy Finance Director
 Email: slilla@cityofnovi.org

If to CITY: City of Detroit Police Department
 1301 Third St.
 Detroit, Michigan 48226
 Attention: Rebecca McKay, Commander
 Andrew Guntzviller, Lieutenant
 Email: mckayr398@detroitmi.gov
 guntzvillera327@detroitmi.gov

Section 10: Miscellaneous Terms.

A. **Independent Parties.** Each Party acknowledges that the CITY, GRANTOR, and FIDUCIARY are independent of each other and do not intend, as a result of this MOA or otherwise, to become a joint venture, partners, employees, servants, agents, representatives, contractors, or any type of related business entities to one another with respect to the subject matter of this MOA.

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[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

HIGH INTENSITY DRUG TRAFFICKING AREA

By: _____

Title: _____

Date: _____

Signature: _____

CITY OF NOVI

By: _____

Title: _____

Date: _____

Signature: _____

CITY OF DETROIT POLICE DEPARTMENT

By: _____

Title: _____

Date: _____

Signature: _____

Budget Proposal Summary				
HIDTA Combat Drug Trafficking Program				
Year 2024				
Budget Category	Year 1 - Rate	Number of Positions	Total(s)	Notes
A. Personnel				
Lieutenant (Detroit PD)		1	\$0.00	Task Force Commander
Sergeant (Detroit PD)		4	\$0.00	
Police Officer (Detroit PD)		22	\$0.00	
Group Supervisor (DEA)		1	\$0.00	Asst. TF Commander
Special Agent (DEA)		6	\$0.00	2 vacant positions
DEA TFO (Garden City PD)		1	\$0.00	Vacant
DEA TFO (Farmington Hills PD)		1	\$0.00	
DEA TFO (Detroit PD)		2	\$0.00	
DEA TFA (Homeland Security Investigations)		1	\$0.00	
Analyst (DEA)		1	\$0.00	
Analyst (Detroit PD)		1	\$0.00	
DEA TFO (Canton PD)		1	\$0.00	Vacant
DEA TFO (Hazel Park PD)		1	\$0.00	Vacant
Total Personnel		43	\$0.00	
B. Fringe Benefits	\$0.00		\$0.00	
C. Travel			\$0.00	
Travels to MCOLES/DEA approved training for 12 members (to include class fees, travel expenses)	\$10,800		\$10,800.00	
4 training sessions at CQT indoor shoot house	\$1,000		\$1,000.00	
Total Travel			\$11,800.00	
D. Equipment			\$0.00	
2 Enterprise lease vehicles for covert operations, 1 year lease, plus fees	\$20,000		\$20,000	
Fuel and maintenance	\$6,700		\$6,700	
Total Equipment			\$26,700	
E. Supplies	\$6,500.00		\$6,500.00	
VIVID LITE visual pill counter	\$4,000		\$4,000	
Fentanyl resistant gloves, tactical protective eyewear, disposable Tykek suits (2 per TF member)	\$2,500		\$2,500	
Total Supplies			\$6,500.00	
Total Project Costs	\$45,000.00		\$45,000.00	

**FIDUCIARY
MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF DETROIT POLICE DEPARTMENT
AND
MICHIGAN HIGH INTENSITY DRUG TRAFFICKING AREA
AND
THE CITY OF NOVI**

This Memorandum of Agreement ("MOA") is entered into by and between the Michigan High Intensity Drug Trafficking Area ("HIDTA"), a federal agency, located at 26211 Central Park Blvd, Suite 400, Southfield, Michigan 48226, ("GRANTOR"), the City of Novi, a Michigan municipal corporation of Oakland County, located at 45125 W. 10 Mile Road, Novi, Michigan 48375, ("FIDUCIARY"), and the City of Detroit, a Michigan municipal corporation acting through its Police Department ("DPD"), located at 1301 Third St., Detroit, Michigan 48226 ("CITY"). The CITY, GRANTOR, AND FIDUCIARY may each be referred to herein as a "Party" or collectively as the "Parties" to this MOA, as applicable.

RECITALS

WHEREAS, the GRANTOR has awarded the CITY grant funds in the amount of fifty thousand dollars (\$50,000.00) ("award") to support the CITY's project, as described in Section 2 of this MOA. A copy of the award letter to the CITY is attached hereto as EXHIBIT A; and

WHEREAS, the GRANTOR has selected and authorized FIDUCIARY to serve as the sponsoring agency and fiduciary agent of the grant funds for the Project. A copy of the Memorandum of Understanding between the GRANTOR and the FIDUCIARY is attached hereto as EXHIBIT B; and

WHEREAS, the CITY and FIDUCIARY desire to enter into this MOA to ensure the distribution of the awarded grant funds from the FIDUCIARY to the CITY in the furtherance of the CITY's project, and in accordance with the Budget Proposal Summary attached hereto as EXHIBIT C; and

WHEREAS, as the sponsoring agency and fiduciary agent for the Project, FIDUCIARY will render certain technical or fiduciary services ("Services") in the administration of said grant funding, as set forth in this MOA.

NOW THEREFORE, the CITY, GRANTOR, and FIDUCIARY acknowledge the following understanding:

Section 1: MOA Purpose. The purpose of this MOA is to assist the Parties in coordinating their activities by providing a written memorandum of their intentions stated in good faith and with as much accuracy as possible. Through this MOA, the CITY, the GRANTOR and the FIDUCIARY agree faithfully and diligently to perform the Services outlined, in accordance with the terms and conditions contained in this Agreement.

Section 2: Project Summary. The CITY is the recipient of awarded dollars for the purpose of supporting the CITY, through the DPD – Major Violators Section, to work in cooperation with federal, state, and local partners to combat overdose and fentanyl investigations as a part of the Michigan HIDTA Multi-Agency Task Force (“Project;” HIDTA award to combat overdose and fentanyl). See EXHIBIT A attached hereto and incorporated by reference. The funding will be used to combat fentanyl trafficking and reduce fatal and non-fatal overdoses in Wayne, Oakland, and Macomb counties. The GRANTOR entered an MOU with FIDUCIARY to serve as the sponsoring agency and fiscal agent for the awarded dollars. See EXHIBIT B attached hereto and incorporated by reference. The awarded dollars will be expended in accordance with the Budget Proposal Summary, *HIDTA Overdose & Combatting Fentanyl*. See EXHIBIT C attached hereto and incorporated by reference.

Section 3. Term, Effective Date, and Termination. This MOA will be effective as of the date upon which it has been duly signed and executed by an authorized representative of each of the Parties and approved as to form by the City of Detroit Law Department (“Effective Date”) and will terminate on December 31, 2025. This MOA can be terminated without cause by either Party upon thirty (30) days advance written notice, which notice will be provided in accordance with Section 9, herein. Upon the expiration or termination of this MOA, the CITY or GRANTOR will notify FIDUCIARY of such termination, wind down its fiscal activities, and deliver all remaining grant funds to the CITY or as otherwise directed in writing by the CITY and/or GRANTOR. The Parties will perform all wind down activities in accordance with the terms of this MOA and grant, as well as any additional direction that may be provided.

Section 4: Recordkeeping and Reporting. The CITY will prepare quarterly reports to GRANTOR detailing statistics on overdoses and fentanyl and maintain information pertinent to its activities under this MOA for at least four (4) years following the conclusion or earlier termination of this MOA, but in no case for less time than may be required to maintain compliance with applicable Laws and the requirements of the Department of Justice.

Section 5: Compliance with Laws. Each Party acknowledges that it is individually responsible for maintaining compliance in all respects with all applicable federal, state, and local laws, rules, regulations, and orders having the binding effect of law (collectively, "Applicable Laws"). Neither Party will be responsible for ensuring the other Party's compliance with Applicable Laws at any time, unless so required under Applicable Laws.

Section 6: Non-Discrimination. The Parties will, in performing its activities set forth herein, refrain from refusing, restricting, withholding, or denying any accommodations, services, privileges, advantages or facilities or otherwise discriminating, whether directly or indirectly, on the basis of race, color, ethnicity, national origin, religious beliefs or practices, age, disability, pregnancy, marital status, parental status, military status, employment or educational status, gender, sex, sexual orientation, gender identity or expression, or any other protected classification, in accordance with Chapter 23 of the 2019 Detroit City Code and other Applicable Laws.

Section 7: Indemnification. GRANTOR and FIDUCIARY will indemnify, defend, and hold the CITY harmless against and from any and all liabilities, obligations, damages, penalties, claims,

costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses for attorneys, expert witnesses and other consultants) that may be imposed upon, incurred by, or asserted against the CITY or its departments, officers, employees, or agents by reason of (a) any grossly negligent act, error, or omission caused by GRANTOR or FIDUCIARY, (b) any failure by GRANTOR or FIDUCIARY to perform its obligations under this MOA, or (c) any injury to the person or property of an employee of the CITY where such injury arises out of GRANTOR'S or FIDUCIARY'S performance under this MOA.

Section 8: Amendments. No amendment to this MOA will be effective unless it is in writing, expressly makes reference to this MOA, and is executed by a duly authorized representative of the CITY, GRANTOR, and FIDUCIARY, and approved by Detroit City Council.

Section 9: Notices. Notices, requests, notifications, and other communications (collectively, "Notices") related to this MOA by any Party will be given in writing, signed by an authorized representative of the Party, and hand delivered, mailed by first-class mail or by overnight courier, or emailed with receipt confirmation enabled, and addressed as follows:

If to GRANTOR: HIDTA
26211 Central Park Blvd, Ste. 400
Southfield, Michigan 48226
Attention: Ronaldo Ollie Executive Director
Email: rollie@mi.hidta.net

If to FIDUCIARY: City of Novi
45125 W. 10 Mile Road
Novi, Michigan 48375
Attention: Sabrina Lilla, Deputy Finance Director
Email: slilla@cityofnovi.org

If to CITY: City of Detroit Police Department
1301 Third St.
Detroit, Michigan 48226
Attention: Andrew Guntzviller, Lieutenant
Email: guntzvillera327@detroitmi.gov

Section 10: Miscellaneous Terms.

A. **Independent Parties.** Each Party acknowledges that the CITY, GRANTOR, and FIDUCIARY are independent of each other and do not intend, as a result of this MOA or otherwise, to become a joint venture, partners, employees, servants, agents, representatives, contractors, or any type of related business entities to one another with respect to the subject matter of this MOA.

B. **Assignment.** This MOA sets forth each Party's intended activities in furtherance of the purpose of this MOA and neither Party intends to delegate or assign this MOA, or any

portion of this MOA, either voluntarily or involuntarily, or by operation of law, without the prior written notice to the other Party.

- C. **Merger.** This MOA sets forth the entire understanding between the Parties as to their activities in the purpose of this MOA and all prior discussions, negotiations, communications, and understandings, whether written or verbal, are hereby merged into this MOA.
- D. **Choice of Law and Venue.** The Parties acknowledge that this MOA will be governed by the laws of the State of Michigan, excluding its choice of laws rules. Any legal suit, action or proceeding arising out of this MOA will be instituted in the federal courts of the United States of America or the courts of the State of Michigan, in each case located in the City of Detroit and County of Wayne, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
- E. **Severability.** In the event that any provision in this MOA is found by a court to be impermissible or illegal, then that provision shall be stricken from the MOA and shall be replaced by a provision that is permissible and legal and by mutual agreement of the Parties comes closest to expressing the intent of the stricken provision. The remainder of the MOA shall remain in full force and effect in accordance with its original overall intent.
- F. **Counterparts.** This MOA may be executed in multiple counterparts, each of which shall be deemed to be an original, all of which together shall constitute but one document. Each counterpart may be executed by facsimile or electronic signature, which will be deemed to be an original signature, to the extent permitted by Applicable Laws.
- G. **Authority of the CITY.** Notwithstanding anything in this MOA, in law, in equity, or otherwise to the contrary, this MOA shall be of no force or effect and may not in any way be enforced against the CITY, GRANTOR, or FIDUCIARY until the Effective Date, and until the City of Detroit Law Department, and the transactions contemplated hereby have been approved pursuant to a Resolution of the Detroit City Council, as approved by the Mayor of the City of Detroit. Any amendments or modifications of such Agreement shall likewise be fully executed by a duly authorized agent of GRANTOR and FIDUCIARY, approved by the City of Detroit Law Department, and approved pursuant to a Resolution of the Detroit City Council as approved by the Mayor of the City of Detroit that incorporates such amendments or modifications.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

HIGH INTENSITY DRUG TRAFFICKING AREA

By: _____

Title: _____

Date: _____

Signature: _____

CITY OF NOVI

By: _____

Title: _____

Date: _____

Signature: _____

CITY OF DETROIT POLICE DEPARTMENT

By: _____

Title: _____

Date: _____

Signature: _____

APPROVED BY CORPORATION COUNSEL PURSUANT TO SECTION 7.5-206 OF THE 2012 CHARTER OF THE CITY OF DETROIT

By: _____
Corporation Counsel
City of Detroit Law Department

Budget Proposal Summary		
HIDTA Overdose & Combatting Fentanyl		
2023 Discretionary Funding		
Budget Category	Year 1	Notes
A. Personnel		
Overtime	\$9,855.95	
Total Personnel	\$9,855.95	
B. Fringe Benefits		
Total Fringe Benefits	\$0.00	
D. Equipment		
Nikon 10x42 Monarch M5 Binoculars, Model 16768	\$266.95/each, 15 units	4004.25
AGM PVS-14 Night Vision Monocular, Model 11P14122483021	\$2,411.99/each, 10 units	24119.9
AGM Taipan TM15-256 Thermal Monocular, Model 3092851012TA51	\$645.00/each, 5 units	3225
Ricoh WG-80 rugged digital camera	\$296.95/each, 5 units	1484.75
Total Equipment	\$32,833.90	
E. Supplies		
North America Rescue IFAK w/Combat gauze	\$165.89/each, 25 units	4147.25
North America Rescue, Vehicle Headrest IFAK	\$216.29/each, 10 units	2162.9
Total Supplies	\$6,310.15	
F. Consultant Fees	\$0.00	
Four 1 hour sessions at Close Quarter Tactical 2 Stpry Ballistic Shoot house, With Range Safety Officer	\$1,000.00	
Total Consultant Fees	\$1,000.00	
J. Other	\$0.00	
Total Project Costs	\$50,000.00	