

COLEMAN A. YOUNG MUNICIPAL CENTER 2 WOODWARD AVENUE, SUITE 1026 DETROIT, MICHIGAN 48226

PHONE: 313 • 628-2158 FAX: 313 • 224 • 0542 WWW.DETROITMI.GOV

August 29, 2022

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

# RE: Request to Accept the FY 2023 Auto Theft Prevention Authority (ATPA) – Oakland County Grant

The Michigan State Police has awarded the City of Detroit Police Department with the FY 2023 Auto Theft Prevention Authority (ATPA) – Oakland County Grant for a total of \$56,409.00. The State share is \$56,409.00 of the approved amount, and there is a required cash match of \$56,409.00. The total project cost is \$112,818.00. The grant period is October 1, 2022 through September 30, 2023.

The objective of the grant is to implement innovative programs to address auto theft and fraud in partnership with the Oakland County Sheriff's Office. The funding allotted to the department will be utilized to pay for salaries, fringe benefits and overtime for police officers. This is a reimbursement grant.

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

Sincerely,

— DocuSigned by:

Jeni Daniels

4D2BEEE23C8D489...

Terri Daniels

Director of Grants, Office of Development and Grants

CC:

Sajjiah Parker, Assistant Director, Grants

Pamela Parrish

Agreement Approved as to Form
By the Law Department

DocuSigned by:



# **Office of Development and Grants**

Council Member

# **RESOLUTION**

WHEREAS	the	Detroit	Police	Denartment	ic	requesting	authorization	to	accent	a	arant

**WHEREAS**, the Detroit Police Department is requesting authorization to accept a grant of reimbursement from the Michigan State Police, in the amount of \$56,409.00, to implement innovative programs to address auto theft and fraud in partnership with Oakland County Sheriff's Office; and

WHEREAS, the Grant was adopted in the FY 2023 budget under appropriation 21072; and

WHEREAS, the Law Department has approved the attached agreement as to form; now

**THEREFORE, BE IT RESOLVED** that the Director or Head of the Department is authorized to execute the grant agreement on behalf of the City of Detroit.

#### **AGREEMENT**

for

# PARTICIPATION IN OCAT AND RECEIPT OF ATPA GRANT FUNDS

between

**OAKLAND COUNTY (Oakland County Sheriff's Office)** 

and

**CITY OF PONTIAC (Oakland County Sheriff's Office –Pontiac)** 

and

**CITY OF HAZEL PARK (Hazel Park Police Dept.)** 

and

**CITY OF FARMINGTON HILLS (Farmington Hills Police Dept.)** 

and

**CITY OF DETROIT (Detroit Police Dept.)** 

and

**CITY OF SOUTHFIELD (Southfield Police Dept.)** 

# I. PARTIES

This Agreement is made between Oakland County, the City of Pontiac, the City of Hazel Park, , the City of Farmington Hills, the City of Detroit, and the City of Southfield.

This Agreement will be performed by the parties' law enforcement agencies. Each party may be referred to in this Agreement by its respective law enforcement agency.

Oakland County may also be referred to in this Agreement as the "Grant Administrator." The parties are collectively referred to in this Agreement as the Oakland County Automobile Theft prevention team (OCAT).

#### II. PURPOSE

The purpose of this Agreement is to set forth the relationship and responsibilities of the members of OCAT.

# III. EXHIBITS

The following exhibits are part of this Agreement:

**Exhibit A**: FY 2023 Automobile Theft Prevention Authority (ATPA) Grant Application.

Exhibit B: FY 2023 ATPA Grant Contract.

FY 2023 OCAT Agreement Page **1** of **6** 

# IV. RESPONSIBILITIES

OCAT agrees to accomplish the following objectives, which are more fully outlined in Exhibit A and Exhibit B:

# Oakland County will:

- a. Work to reduce the number of automobile thefts in OCAT's geographical target area, as defined in the ATPA Grant Application (Exhibit A), by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved in auto theft-related activities, and reducing false auto theft reports.
- b. Comply with ATPA guidelines, policies, and Uniform Crime Reporting (UCR) requirements for submission of data.
- c. Maintain clear and reliable documentation of performance activity and financial expenditures.
- d. Attend regular meetings for area detectives and insurance investigators, including participation in the monthly anti-car theft meetings.
- e. Following forfeited property auctions, report to the ATPA the dollar amount deposited into the designated forfeiture account on progress reports.
- f. Receive quarterly progress reports and reimbursement requests from OCAT's participating law enforcement agencies, compile received reports, and submit compiled data with supporting documentation to the ATPA by the due dates designated in the ATPA Grant Contract (Exhibit B).

# City of Pontiac will:

- a. Work to reduce the number of automobile thefts in OCAT's geographical target area, as defined in the ATPA Grant Application (Exhibit A), by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved in auto theft-related activities, and reducing false auto theft reports.
- b. Comply with ATPA guidelines, policies, and Uniform Crime Reporting (UCR) requirements for submission of data.
- c. Maintain clear and reliable documentation of performance activity and financial expenditures.
- d. Attend regular meetings for area detectives and insurance investigators, including participation in the monthly anti-car theft meetings.
- e. Following forfeited property auctions, report to the Grant Administrator the dollar amount deposited into the designated forfeiture account on progress reports.
- f. Submit quarterly progress reports and reimbursement requests to the Grant Administrator by the due dates set by the Grant Administrator.

# City of Hazel Park will:

- a. Work to reduce the number of automobile thefts in OCAT's geographical target area, as defined in the ATPA Grant Application (Exhibit A), by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved in auto theft-related activities, and reducing false auto theft reports.
- b. Comply with ATPA guidelines, policies, and Uniform Crime Reporting (UCR) requirements for submission of data.
- c. Maintain clear and reliable documentation of performance activity and financial expenditures.
- d. Attend regular meetings for area detectives and insurance investigators, including participation in the monthly anti-car theft meetings.
- e. Following forfeited property auctions, report to the Grant Administrator the dollar amount deposited into the designated forfeiture account on progress reports.

f. Submit quarterly progress reports and reimbursement requests to the Grant Administrator by the due dates set by the Grant Administrator.

# **City of Farmington Hills will:**

- a. Work to reduce the number of automobile thefts in OCAT's geographical target area, as defined in the ATPA Grant Application (Exhibit A), by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved in auto theft-related activities, and reducing false auto theft reports.
- b. Comply with ATPA guidelines, policies, and Uniform Crime Reporting (UCR) requirements for submission of data.
- c. Maintain clear and reliable documentation of performance activity and financial expenditures.
- d. Attend regular meetings for area detectives and insurance investigators, including participation in the monthly anti-car theft meetings.
- e. Following forfeited property auctions, report to the Grant Administrator the dollar amount deposited into the designated forfeiture account on progress reports.
- f. Submit quarterly progress reports and reimbursement requests to the Grant Administrator by the due dates set by the Grant Administrator.

#### **City of Detroit will:**

- a. Work to reduce the number of automobile thefts in OCAT's geographical target area, as defined in the ATPA Grant Application (Exhibit A), by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved in auto theft-related activities, and reducing false auto theft reports.
- b. Comply with ATPA guidelines, policies, and Uniform Crime Reporting (UCR) requirements for submission of data.
- c. Maintain clear and reliable documentation of performance activity and financial expenditures.
- d. Attend regular meetings for area detectives and insurance investigators, including participation in the monthly anti-car theft meetings.
- e. Following forfeited property auctions, report to the Grant Administrator the dollar amount deposited into the designated forfeiture account on progress reports.
- f. Submit quarterly progress reports and reimbursement requests to the Grant Administrator by the due dates set by the Grant Administrator.

# City of Southfield will:

- a. Work to reduce the number of automobile thefts in OCAT's geographical target area, as defined in the ATPA Grant Application (Exhibit A), by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved in auto theft-related activities, and reducing false auto theft reports.
- b. Comply with ATPA guidelines, policies, and Uniform Crime Reporting (UCR) requirements for submission of data.
- c. Maintain clear and reliable documentation of performance activity and financial expenditures.
- d. Attend regular meetings for area detectives and insurance investigators, including participation in the monthly anti-car theft meetings.
- e. Following forfeited property auctions, report to the Grant Administrator the dollar amount deposited into the designated forfeiture account on progress reports.

f. Submit quarterly progress reports and reimbursement requests to the Grant Administrator by the due dates set by the Grant Administrator.

# The Parties mutually agree:

- a. To make all reasonable efforts to ensure that all reports are submitted to the Grant Administrator, compiled, and forwarded to the ATPA by the due dates designated in the ATPA Grant Contract (Exhibit B).
- b. To work cooperatively to fulfill all grant requirements as stated in the ATPA Grant Contract (Exhibit B).
- c. To use the Michigan High Intensity Drug Trafficking Areas' Deconfliction Center on all cases, when applicable.

#### V. LIABILITY

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.

#### VI. ASSURANCES

Each party certifies that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
- Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them and are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, on making false statements, or receiving stolen property;
- Have not within a two-year period preceding this Agreement been convicted of a felony criminal violation under any federal law; and
- Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

#### VII. CORRESPONDENCE

All notices or other written communications shall be addressed as indicated in this section, or as specified, by a subsequent written notice delivered by the party whose address or authorized representative has changed.

Notices or other communications required by, or related to, this Agreement shall be in writing and shall be delivered in one of the following manners:

- a. In person;
- b. By certified registered mail, return receipt requested, with all postage or charges prepaid; or,
- c. By email to the email address identified for the authorized representative.

# **Oakland County:**

Contact: Captain Joseph Quisenberry Address: 1200 N. Telegraph Rd. Bldg. 38E

City, State, Zip: Pontiac, MI 48341

Telephone: 248-858-4960

Email: quisenberryj@oakgov.com

#### **Hazel Park:**

Contact: Chief Brian Buchholz Address: 111 E. Nine Mile Rd.

City, State, Zip: Hazel Park, MI 48030

Telephone: 248-542-6161

Email: bbuchholz@hazelparkpd.us

#### Pontiac:

Contact: Mayor Tim Greimel Address: 47450 Woodward Ave. City, State, Zip: Pontiac, MI 48342

Telephone: 248-758-3133 Email: tgreimel@pontiac.mi.us

# **Farmington Hills:**

Contact: Chief Jeff King

Address: 31655 West Eleven Mile Rd. City, State, Zip: Farmington Hills, MI 48336

Telephone: 248-871-2600 Email: jking@fhgov.com

# **Detroit:**

Contact: Diane Benners Address: 17825 Sherwood St. City, State, Zip: Detroit, MI 48212

Telephone: 313-220-4925

Email: bennersd621@detroitmi.gov

#### **Southfield:**

Contact: Chief Elvin Barren Address: 26000 Evergreen Rd.

City, State, Zip: Southfield, MI 48076

Telephone: 248-796-5500

Email: ebarren@cityofsouthfield.com

#### VIII. TERM

This Agreement is contingent upon funds being awarded by the ATPA for auto-theft prevention activities. This Agreement is effective when signed by the Parties, by and through their duly authorized representatives, for a period beginning October 1, 2022 through September 30, 2023, unless terminated early, as hereinafter set forth.

# IX. TERMINATION

Any party may terminate this Agreement for any reason, provided that at least 30 days advance written notice of termination is given to the non-terminating parties by the terminating party.

#### X. ENTIRE AGREEMENT AND AMENDMENT

This Agreement is the complete and exclusive Agreement between the Parties with respect to the subject matter thereof, and supersedes all prior negotiations, representations, proposals, and other communications between the Parties either oral or written. This Agreement may only be amended by a written document signed by the Parties after receiving approval from their governing bodies. However, a Party may change its Correspondence information without amending the Agreement in accordance with Section VII; it is not necessary to amend this Agreement for the sole purpose of changing the Correspondence information.

#### XI. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

# XII. SIGNATURES

Each Party certifies that it has received approval from its governing body via resolution to enter into this Agreement. The person signing this Agreement on behalf of each Party certifies that he or she has the necessary approval and authority to sign this Agreement on behalf of the Party and bind the Party to the terms and conditions contained herein.

•	,
By:	_ Date:
Printed Name: Sheriff Michael Bouchard	
Title: Oakland County Sheriff	
CITY OF PONTIAC (Oakland County S	heriff's Office –Pontiac)
By:	_ Date:
Printed Name:	
Title: Mayor	
CITY OF HAZEL PARK (Hazel Park Po	olice Department)
By:	Date:
Printed Name:	
Title: Chief of Police	
CITY OF FARMINGTON HILLS (Farn	nington Hills Police Department)
By:	_ Date:
Printed Name:	
Title: Chief of Police	
CITY OF DETROIT (Detroit Police Dep	artment)
By:	_ Date:
Printed Name:	
Title: Chief of Police	
CITY OF SOUTHFIELD (Southfield Pol	lice Department)
By:	_ Date:
Printed Name:	
Title: Chief of Police	

OAKLAND COUNTY (Oakland County Sheriff's Office)

GRANTS-031 (03/2020) MICHIGAN STATE POLICE Automobile Theft Prevention Authority Page 12 of 14

# **ATPA Budget Detail**

BUDGET FOR SWORN EMPLOYEES: Complete each column for each separate position; sworn employees are defined as police officers and assistant prosecutors with criminal investigative powers. Make sure to review overtime eligible guidelines prior to completion. Attach additional pages as needed.

	Name	Title/Position	Agency	Wage, Fringes, Overtime		Total Sworn
				Wages	\$93522.00	
1	Terrance Somerville	Sergeant	Oakland County Sheriff's Office	Fringes	\$49547.00	\$171,683.00
				Overtime	\$28614.00	
2 Don			Oakland County Sheriff's Office	Wages	\$81136.00	
	Don Greenwald	Deputy		Fringes	\$48507.00	\$155,572.0
				Overtime	\$25929.00	
			Oakland County Sheriff's Office	Wages	\$81136.00	\$142,853.0
3	Jason Gruda	Deputy		Fringes	\$37908.00	
				Overtime	\$23809.00	
				Wages	\$81136.00	
4	Faisal Khawaja	Deputy	Oakland County Sheriff's Office	Fringes	\$46838.00	\$153,569.00
				Overtime	\$25595.00	
				Wages	\$81136.00	
5	Matthew Middleton	Deputy	Oakland County Sheriff's Office	Fringes	\$48498.00	\$155,561.00
				Overtime	\$25927.00	,
				Wages	\$81136.00	\$155,561.00
6	6 David Schoeneweg	Deputy	Oakland County Sherff's Office	Fringes	\$48498.00	
				Overtime	\$25927.00	
			Oakland County Sherff's Office - Contracted with the City of Pontiac	Wages	\$81136.00	\$142,853.00
7	7 Jennifer Wiegand	Deputy		Fringes	\$37908.00	
				Overtime	\$23809.00	
	Christopher Weiss		Farmington Hills Police Department	Wages	\$83228.00	\$157,093.00
8		Detective		Fringes	\$47683.00	
				Overtime	\$26182.00	
	9 Hussein Bzeih		Southfield Police Department	Wages	\$75108.00	\$149,532.00
9		Detective		Fringes	\$49502.00	
		·	Overtime	\$24922.00		
				Wages	\$72592.00	
10	0 Ryan McCabe	Detective	Hazel Park Police Department	Fringes	\$32927.00	\$121,224.00
,			Overtime	\$15705.00		
				Wages	\$66885.00	
Carl Mack	Carl Mack	Detective	Detroit Police Department	Fringes	\$22072.00	\$106,748.0
			Overtime	\$17791.00		
	2 Royal Oak Detective		Royal Oak Police Department	Wages	\$73156.00	\$192,183.00
12		Detective		Fringes	\$86997.00	
				Overtime	\$32030.00	
				Wages	\$0.00	
13				Fringes	\$0.00	\$0.00
				Overtime	\$0.00	
				Wages	\$0.00	
14				Fringes	\$0.00	\$0.00
				Overtime	\$0.00	
			TOTAL SWORN E	MDI OVEES		

GRANTS-031 (03/2020) MICHIGAN STATE POLICE Automobile Theft Prevention Authority Page 13 of 14

BUDGET FOR OTHER EMPLOYEES: Complete each column for each separate position; other employees include administrative assistants, motor vehicle theft prevention technicians, vehicle information number etching technicians, etc.

	Name	Title/Position	Agency	Wage, Frin	Total Other	
	_	Part-Time		Wages	\$26149.00	
1 Gerald Schroeder	Gerald Schroeder	Deputy/Administrative	tive Oakland County Sheriff's Office	Fringes	\$1521.00	\$27,670.00
	Assistant		Overtime	\$0.00		
2				Wages	\$0.00	
			Fringes	\$0.00	\$0.00	
				Overtime	\$0.00	
				Wages	\$0.00	
3			Fringes	\$0.00	\$0.00	
				Overtime	\$0.00	
				Wages	\$0.00	
4	4			Fringes	\$0.00	\$0.00
				Overtime	\$0.00	
				Wages	\$0.00	
5	5			Fringes	\$0.00	\$0.00
				Overtime	\$0.00	

Please enter full grant request (agency portion PLUS ATPA portion) below. VEHICLE USAGE Vehicle Lease/Purchase: OCSO 20,000 x 7 = \$140,000 FHPD \$20,000 ROPD \$20,000 HPPD \$20,000 \$240,000.00 SFPD \$20,000 DPD \$20,000 Other: \$0.00 Other: \$ Other: \$240,000.00 **TOTAL VEHICLE USAGE FIELD OPERATIONS** Investigative Supplies: 12 x \$600 /person \$7,200.00 Michigan Association of Vehicle Theft Investigators Dues: 12 X \$20 /person \$240.00 International Association of Automobile Theft Investigators Dues: 12 renewal x \$50/person \$600.00 Other: Tracker Renewal Annual Service \$499 x 4 = \$1,996; LPR Annual Subscription Renewal 8 x \$525 = \$4,200 \$6,196.00 Other: Training Conferences and Travel 12 x \$5,000/person \$60,000.00 Other: Tactical/Raid vests 2 x \$3,000/vest = \$6,000 (100% request); Quick deploy cameras 8 x \$3,000/camera = \$24,000 \$50,000.00 (100% request) Drones 2 x \$10,000 = \$20,000 (100% request) Other: \$ \$124,236.00 **TOTAL FIELD OPERATIONS OFFICE OPERATIONS** Supplies: 12 x \$400/person \$4,800.00 Other: OCSO 6 x \$1,500 = \$9,000; OCSO Pon \$1,500; ROPD \$1,500; FHPD \$1,500; SFPD \$1,500; DPD \$1,500; HPPD \$18,000.00 \$1,500 Other: 5 x \$420 for Sonim Commercial Device Monthly Service \$2,100.00 Other: Southfield Office Landlines (monthly invoice approx. \$500) \$6,000.00 Other: \$ **TOTAL OFFICE OPERATIONS** \$30,900.00

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GRANTS-031 (03/2020) MICHIGAN STATE POLICE Automobile Theft Prevention Authority Page 14 of 14

GRAND TOTAL	\$2,227,238
TOTAL EQUIPMENT REQUEST AT 100 PERCENT	<b>可是种种原始的种类的</b>