

COUNTY OF OAKLAND
OFFICE OF THE SHERIFF

MICHAEL J. BOUCHARD



September 30, 2020

Dear Mayor Barnett,

Please see the attached Amendment to the Oakland County Sheriff's Office 2019-2021 Law Enforcement Services agreement with City of Rochester Hills for the Public Safety and Public Health Payroll Reimbursement Program or Other Coronavirus Aid, Relief, and Economic Security (CARES) Act funding.

The amendment contains a Not to Exceed amount for your municipality which consists of eligible regular and overtime payroll amounts from April and May 2020. Please note this is not the contracted amount you normally pay which also includes operating costs.

The County applied to the State of Michigan for Public Safety Public Health Payroll Reimbursement Program (PSPHPR) funding and was awarded 50% of the application amount. This is the initial amount that will be refunded to the City of Rochester Hills.

The State has indicated that we may receive additional reimbursement toward the PSPHPR application and should that be the case we will refund that money to the City of Rochester Hills.

The balance of your eligible regular and overtime payroll amounts from April and May 2020 may be submitted to the County's CARES Act Local Government COVID-19 reimbursement program. Please contact Hilarie Chambers at the County Executive's office about this submission (contact 248-858-2090 or chambershi@oakgov.com).

Please return three (3) signed copies to:
Oakland County Sheriff's Office
Attn: Gaia Piir
1200 N. Telegraph, Bldg. 38E
Pontiac, MI 48341

Sincerely,

A handwritten signature in blue ink that reads "Gaia V. Piir".

Gaia Piir,
Sheriff Fiscal Officer

Cc: Treasurer

1200 N TELEGRAPH RD BLDG 38E, PONTIAC, MI 48341-1044 248/858-5000

**AMENDMENT TO OAKLAND COUNTY SHERIFF'S OFFICE
2019-2021 LAW ENFORCEMENT SERVICES AGREEMENT WITH THE CITY OF
ROCHESTER HILLS FOR THE PUBLIC SAFETY AND
PUBLIC HEALTH PAYROLL REIMBURSEMENT PROGRAM
OR OTHER CARES ACT GRANT FUNDING**

This amendment (the "Amendment") of the 2019-2021 Law Enforcement Services Agreement (the "Agreement") is made and entered into between the City of Rochester Hills ("Municipality") and the County of Oakland, ("County"). Reference to the Agreement in this Amendment includes other amendments to the Agreement that were executed prior to this Amendment, if any. Municipality and County shall be collectively referred to as the "Parties" and individually as a "Party."

Purpose of Amendment

The County provides Law Enforcement Services to Municipality in accordance with the payment obligations and other terms in the Agreement. The Michigan Department of Treasury's (the "SOM") Public Safety and Public Health Payroll Reimbursement Program (the "Program") was created to reimburse eligible public safety and public health payroll expenditures under section 5001 of the Coronavirus Aid, Relief, and Economical Security (CARES) Act, Public Law 116-136. The County recently became eligible under the Program to apply for reimbursement for amounts that the County refunded to a local unit of government, local governmental authority, or intergovernmental agency which the County has contracted with to provide public safety or public health services. The Parties enter into this Amendment for the purpose of the County refunding to the Municipality certain amounts that the Municipality paid to the County for Law Enforcement Services under the Agreement and for the Municipality to reimburse the County for any amounts that the County refunds to the Municipality that the County does not receive reimbursement from the SOM or with other CARES Act grant funding or that the County has to return/forfeit for any reason.

The Parties agree and acknowledge that this Amendment modifies as provided herein and otherwise continues the present contractual relationship between the Parties as described in the Agreement. The Parties amend the Agreement as follows:

1. All defined words or phrases in the Agreement between the Parties will apply throughout this Amendment, unless specified otherwise in this Amendment.
2. Any and all other terms and conditions set forth in the Agreement between the Parties shall remain in full force and effect and shall not be modified, excepted, diminished, or otherwise changed or altered by this Amendment except as expressly provided in this Amendment.
3. The County will refund to Municipality the amount not to exceed \$922,732 (the "Refund Amount"), which Municipality paid to County for Law Enforcement Services provided by County during the months of April and/or May of 2020.

4. The County has applied to the SOM Program for reimbursement of the Refund Amount noted above and will issue the Refund Amount to the Municipality based on the SOM Program award amount prior to the County being awarded or reimbursed by the SOM for the Refund Amount.
5. Municipality has no right or claim to any reimbursement from the SOM that the County applies for or receives.
6. If the County is not fully reimbursed by the SOM or with other CARES Act grant funding for the Refund Amount or the County is required to return/forfeit any of the reimbursement from the SOM or other CARES Act grant funding for any reason, the Municipality shall reimburse the County for any and all amounts that the County is not fully reimbursed by the SOM or with other CARES Act grant funding for the Refund Amount and for any and all amounts of the SOM reimbursement or other CARES Act grant funding that the County is required to return/forfeit.
7. If the Municipality is required under this Agreement to reimburse the County for any of the Refund Amount, the County will send the Municipality an invoice for the amount that the Municipality must reimburse the County. The Municipality shall pay the County the full amount due on any such invoice within thirty (30) days of the invoice date.

The undersigned hereby execute this Amendment on behalf of the Municipality and the County and by doing so legally obligate and bind the Municipality and the County to the terms and conditions of this Amendment.

IN WITNESS WHEREOF,

Bryan Barnett, Mayor hereby acknowledges that he has been authorized by a resolution of the Municipality, a certified copy of which is attached, to execute this Amendment on behalf of the Municipality and hereby accepts and binds the Municipality to the terms and conditions of this Amendment.

EXECUTED: _____

DATE: _____

WITNESSED: _____

DATE: _____

IN WITNESS WHEREOF, David T. Woodward, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Amendment on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Amendment.

EXECUTED: _____

DATE: _____

David T. Woodward, Chairperson
Oakland County Board of Commissioners

WITNESSED: _____
County Board of Commissioners

DATE: _____