

**2018 MEDICAL MARIHUANA OPERATION AND OVERSIGHT GRANT  
SUBRECIPIENT AGREEMENT BETWEEN  
OAKLAND COUNTY  
AND  
CITY OF ROCHESTER HILLS**

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This Agreement is made between Oakland County, a Constitutional Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 ("County") and City of Rochester Hills, 1000 Rochester Hills Dr, Rochester Hills MI 48309, 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 or offset costs to 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 has entered into a Grant agreement (Exhibit A) with the State of Michigan ("State") where the County is eligible to receive reimbursement for qualifying N.E.T.-related costs, including overtime.

The County intends to use a portion of the Grant funds to reimburse or offset costs to 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** means the 2018 Medical Marihuana Operation and Oversight Grant for County Law Enforcement Offices, Grant #2018 MMOOG-OAKLAND (Exhibit A).

2. **EXHIBITS.** The Exhibits listed below are incorporated and are part of this Agreement.
  - 2.1. **Exhibit A** – 2018 Medical Marihuana Operation and Oversight Grant for County Law Enforcement Offices, Grant #2018 MMOOG-OAKLAND.
  - 2.2. **Exhibit B** – Request for MMOOG Overtime Reimbursement (Locals to County).
  - 2.3. **Exhibit C** – Sample Time Sheet.
  - 2.4. **Exhibit D** – Sample Pay Stub/Payroll Report.
3. **COUNTY RESPONSIBILITIES.**
  - 3.1. The County will reimburse or offset the costs to the Municipality, up to \$5,750.00 total, for qualifying N.E.T.-related overtime, as described in the Grant agreement (Exhibit A). Such reimbursement or offset shall only be made after the supporting documentation is submitted by the Municipality and approved by the County, as described in Paragraph 4.2. Such reimbursement or offset is also contingent upon the State reimbursing the County under the Grant agreement (Exhibit A).
  - 3.2. The total amount of the state award committed to the Municipality and obligated by this action by the County to the Municipality is not to exceed \$5,750.00 for each participating law enforcement officer. That amount is based on the number of N.E.T participating agencies and eligible law enforcement officers at the time this Agreement was executed by both Parties. If the number of N.E.T participating agencies and/or eligible law enforcement officers changes during the term of this Agreement, the total amount of the state award committed to the Municipality and obligated by this action by the County to the Municipality amount may change as funds are available on a pro rata basis. Such commitment and obligation is contingent upon the Michigan LARA awarding the grant funds to N.E.T. and the Bureau of Medical Marihuana Regulation reimbursing the County.
  - 3.3. The County will reimburse or offset the costs to the Municipality up to \$5,750.00 for each participating law enforcement officer for qualifying N.E.T.-related overtime. That amount is based on the number of N.E.T participating agencies and eligible law enforcement officers at the time this Agreement was executed by both Parties. If the number of N.E.T participating agencies and/or eligible law enforcement officers changes during the term of this Agreement, the maximum reimbursement or offset amount may change as funds are available on a pro rata basis. Such reimbursement or offset of costs shall only be made after the supporting documentation is submitted by the Municipality and approved by the County, as described in Paragraph 4.2. Such reimbursement or offset of costs is contingent upon the Michigan LARA awarding the grant funds to N.E.T and the Bureau of Medical Marihuana Regulation reimbursing the County.

4. **MUNICIPALITY’S RESPONSIBILITIES.**

- 4.1. The Municipality will comply with all terms and conditions set forth in the Grant agreement (Exhibit A), including, but not limited to, the following certification:
- a. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Municipality, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
  - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Municipality shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
  - c. The Municipality shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.
- 4.2. To request reimbursement or offset of costs, the Municipality shall submit to the County the documentation described in the following subparagraphs no later than **September 7, 2018**. 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 or offset.
- a. **A fully completed and signed “Request for MMOOG Overtime Reimbursement (Locals to County)” (Exhibit B).**
  - b. **The overtime slips, signed by the officer’s supervisor, that support each “Request for MMOOG Overtime Reimbursement (Locals to County)” (Exhibit C).**
  - c. **The payroll report, with rates specified, that support each “Request for MMOOG Overtime Reimbursement (Locals to County)” (Exhibit D).**
- 4.3. If the State denies the County’s request for reimbursement under the Grant agreement (Exhibit A) of any money that the County paid or offset to the Municipality under this Agreement, the Municipality will refund that money to

the County or the offset will be reversed within 45 days of receiving written notice from the County that the State denied reimbursement.

5. **TERM.**

5.1. 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 and any amendments hereto shall end three (3) years from the date the Grant period is closed.

6. **ASSURANCES.**

6.1. 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.

6.2. 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.

6.3. 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.

7. **TERMINATION OF AGREEMENT.** Either Party may terminate this Agreement upon thirty (30) days notice to the other Party. The effective date of termination shall be clearly stated in the notice.

8. **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.

9. **DISCRIMINATION.** The Parties shall not discriminate against their employees, agents, applicants for employment, or other 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.

10. **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.

11. **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.

12. **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.
13. **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.
14. **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.
15. **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.
16. **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.
  - 16.1. 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.
  - 16.2. If Notice is sent to the Political Subdivision, it shall be addressed to: **Chief of Police, City of Rochester Hills Police Department, 1000 Rochester Hills Dr, Rochester Hills MI 48309.**
  - 16.3. Either Party may change the address and/or individual to which Notice is sent by notifying the other Party in writing of the change.
17. **GOVERNING LAW.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan.
18. **AGREEMENT MODIFICATIONS OR AMENDMENTS.** Any modifications, amendments, rescissions, waivers, or releases to this Agreement must be in writing and executed by both Parties.

19. **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: \_\_\_\_\_  
Michael Gingell, Chairperson  
Oakland County Board of Commissioners

DATE: \_\_\_\_\_

WITNESSED: \_\_\_\_\_  
Printed Name:  
Title:

DATE: \_\_\_\_\_

**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: \_\_\_\_\_  
Printed Name:  
Title:

DATE: \_\_\_\_\_

WINTESSED: \_\_\_\_\_  
Printed Name:  
Title:

DATE: \_\_\_\_\_