

**OAKLAND COUNTY SHERIFF'S OFFICE
2012 LAW ENFORCEMENT SERVICES AGREEMENT WITH
THE CITY OF ROCHESTER HILLS**

This Agreement is made and entered into between the City of Rochester Hills, a Michigan Constitutional and Municipal Corporation and political subdivision of the State of Michigan, located within Oakland County, whose address is 1000 Rochester Hills Drive, Rochester Hills, Michigan, 48309, (hereafter the "MUNICIPALITY"), and the COUNTY OF OAKLAND, a Michigan Constitutional and Municipal Corporation and political subdivision of the State of Michigan, whose address is 1200 North Telegraph Road, Pontiac, Michigan 48341 (hereafter the "COUNTY"), and/or the OAKLAND COUNTY SHERIFF, in the capacity of a Michigan Constitutional Officer, whose address is County Service Center, Bldg. #38 East, 1200 N. Telegraph Road, Pontiac, Michigan 48341-1044 (hereafter the "SHERIFF"). In this Agreement, whenever the COUNTY and SHERIFF are intended as joint or co-obligors they will be referred to collectively as the "OAKLAND COUNTY SHERIFF'S OFFICE" or, as abbreviated, the "O.C.S.O.", otherwise, "COUNTY" and "SHERIFF" shall refer only to individual described herein.

INTRODUCTORY STATEMENTS

Whereas, the MUNICIPALITY is authorized to provide police services for residents of the MUNICIPALITY; and

Whereas, the O.C.S.O. is authorized to provide police services for residents of Oakland County but, absent an agreement such as this, has only limited responsibility for police services in the MUNICIPALITY; and

Whereas, the O.C.S.O. and the MUNICIPALITY may enter into an agreement where the O.C.S.O. would perform additional LAW ENFORCEMENT SERVICES in the MUNICIPALITY; and

Whereas, the MUNICIPALITY desires to contract with the O.C.S.O. for such additional Law Enforcement Services in the MUNICIPALITY; and

Whereas, the O.C.S.O. is agreeable to providing additional LAW ENFORCEMENT SERVICES in the MUNICIPALITY with the additional personnel provided under the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of these premises and the mutual promises, representations, and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the COUNTY, the SHERIFF, and the MUNICIPALITY mutually agree:

1. Besides the terms "COUNTY", "MUNICIPALITY", "SHERIFF", "OAKLAND COUNTY SHERIFF'S OFFICE", and "O.C.S.O." as defined above, the parties agree that for all purposes, and as used throughout this Agreement, the following terms and expressions whether used in the singular or plural, possessive or nonpossessive, and/or either within or without quotation marks, shall be defined and interpreted as provided herein. The parties further agree that as defined herein the terms "MUNICIPALITY OFFICIAL", "MUNICIPALITY AGENT", "COUNTY OFFICIAL", "SHERIFF'S DEPUTY" and "SHERIFF'S DEPUTIES" shall include any person who, at the time relevant to any issue, claim, or interpretation of this Agreement, was either a "MUNICIPALITY OFFICIAL", "MUNICIPALITY AGENT", "COUNTY OFFICIAL", or "SHERIFF'S DEPUTY" but, for any reason, is no longer employed in that capacity.

- a. "CLAIMS" means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and/or expenses of any kind which are imposed upon, incurred by, or asserted against a party.
- b. "COUNTY OFFICIAL" shall be defined to include any and all COUNTY representatives elected by popular vote to a COUNTY office or such persons appointed, pursuant to state law, to fill a vacant elected office pending an election.
- c. "MUNICIPALITY OFFICIAL" shall be defined to include any and all MUNICIPALITY representatives elected by popular vote to a MUNICIPALITY office or such persons appointed, pursuant to state law, to fill a vacant elected office pending an election, and those individual MUNICIPALITY employees or agents whose specific job responsibilities mandate the enforcement of state statutes or local ordinances such as the Fire Marshall, Engineering or Housing Inspector, Ordinance Officer, or Weighmaster.
- d. "AGENT" shall be defined to include any and all MUNICIPALITY or COUNTY employees, managers, departments, divisions, volunteers, agents, representatives, predecessors, successors, attorneys, or auditors, other than MUNICIPALITY and COUNTY OFFICIALS as defined above (whether such persons act, or acted, in their personal, representative, or official capacities), and/or any and all persons acting by, through, under, or in concert with any of them.
- e. "MUNICIPALITY LIAISON" shall be defined as the chief elected official of the MUNICIPALITY (i.e., City Mayor or Township Supervisor) or such other individual as designated in writing by the MUNICIPALITY LIAISON to act in this capacity for all purposes under this Agreement.
- f. "O.C.S.O. LIAISON" shall be defined as a SHERIFF'S DEPUTY contracted for and assigned to provide LAW ENFORCEMENT SERVICES to the MUNICIPALITY under this Agreement, who is designated by the SHERIFF to maintain all lines of communications with the MUNICIPALITY LIAISON, as defined herein. The O.C.S.O. LIAISON will generally be the commanding officer, if one, or a SHERIFF'S DEPUTY designated, in writing, by the SHERIFF to perform this function.
- g. "LAW ENFORCEMENT SERVICES" and for all purposes under this Agreement shall be defined and interpreted as the prevention and detection of crime and the enforcement of the general criminal laws of this state, as provided for by state statutes and MUNICIPALITY ordinances, including the writing of tickets for MUNICIPALITY motor vehicle and traffic ordinance violations and laws of this state, and shall also include road patrol, crime detection, crime prevention, and criminal apprehension, as well as any necessary supervision of SHERIFF'S DEPUTIES, or other circumstances involving public safety, a breach of peace, civil infractions, accidents or accidental injuries, and any related governmental law enforcement functions as authorized and/or mandated by law as limited by and to the extent of the Number(s) and Rank(s) of SHERIFF'S DEPUTIES contracted for by the MUNICIPALITY in this Agreement. The governmental LAW ENFORCEMENT SERVICES contemplated and to be provided under this Agreement are strictly limited to those governmental LAW ENFORCEMENT SERVICES authorized by law to be performed by the O.C.S.O.
- h. "SHERIFF'S DEPUTY" or "SHERIFF'S DEPUTIES" shall be defined to include any Captain, Lieutenant, Sergeant, Deputy II, Deputy I, Patrol Investigator, Detective Sergeant, or any other person or persons of any rank, classification, or title who, pursuant to state law, is a sworn Deputy of the SHERIFF.

2. The SHERIFF shall assign SHERIFF'S DEPUTIES, in such Number(s) and Rank(s) as shown in SCHEDULE A - SHERIFF'S DEPUTIES CONTRACTED FOR AND TO BE ASSIGNED TO MUNICIPALITY (hereafter "SCHEDULE A"), which is attached to, incorporated in and made part of this Agreement, to perform any and all O.C.S.O. LAW ENFORCEMENT SERVICES contemplated in this Agreement within the corporate limits of the MUNICIPALITY, including all private roads. LAW ENFORCEMENT SERVICES, as defined above, shall not include O.C.S.O. police-related "Support Services," such as Marine Division, Arson Investigation, Detective and Crime Lab services, which the O.C.S.O. now provides on a County-wide basis, unless expressly stated to the contrary herein. Nevertheless, such additional "Support Services" shall continue to be made available, at no additional cost to the MUNICIPALITY, to the same extent that the O.C.S.O. continues to make such law enforcement "Support Services" available, at no additional charge, to all other communities within Oakland County.

a. The MUNICIPALITY acknowledges that, except as provided for under the terms of this Agreement, the SHERIFF has only limited responsibility for LAW ENFORCEMENT SERVICES in the MUNICIPALITY and is not otherwise required, except as provided herein, to assign any specific Number(s) or Rank(s) of SHERIFF'S DEPUTIES to provide LAW ENFORCEMENT SERVICES to the MUNICIPALITY.

b. The SHERIFF will make every reasonable effort to provide professional LAW ENFORCEMENT SERVICES to the MUNICIPALITY, following generally accepted standards for police protection, with the levels of staff provided for in SCHEDULE A.

c. Notwithstanding any other provision in this Agreement, this Agreement shall not be interpreted to include any warranty, promise or guaranty, either express or implied, or of any kind or nature whatsoever, in favor of the MUNICIPALITY and/or any other person or MUNICIPALITY resident that the O.C.S.O.'S provision of LAW ENFORCEMENT SERVICES under this Agreement will result in any specific reduction or prevention of criminal activity within the MUNICIPALITY or any other performance-based outcome.

3. The O.C.S.O. and the MUNICIPALITY agree that the sole and exclusive purpose of this Agreement is to provide governmental LAW ENFORCEMENT SERVICES in and for the MUNICIPALITY. Except as otherwise expressly provided for in this Agreement, the MUNICIPALITY agrees that this Agreement does not, and is not intended to, create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit, and/or special right to O.C.S.O.'s LAW ENFORCEMENT SERVICES in favor of or to the benefit of any particular person(s) beyond the O.C.S.O.'S and/or any SHERIFF'S DEPUTY'S law enforcement officer duty, as established under existing law, to the general public.

4. Except as otherwise expressly provided for in this Agreement, any SHERIFF'S DEPUTY contracted for and assigned to provide LAW ENFORCEMENT SERVICES to the MUNICIPALITY, as provided for in SCHEDULE A, shall work, during those hours for which the MUNICIPALITY is being charged, only on MUNICIPALITY-related police matters. It is understood and agreed, however, that "Mutual Aid" between communities may be provided to surrounding communities. "Mutual Aid," as used in the previous sentence, means that any SHERIFF'S DEPUTY contracted for and assigned to the MUNICIPALITY may be absent from the MUNICIPALITY, at MUNICIPALITY expense, when temporarily called to the aid of another community due to an emergency or other exceptional circumstance or because a SHERIFF'S DEPUTY possesses some special skill or qualification temporarily needed in that other community.

5. Under the terms of this Agreement, the O.C.S.O. shall assign to the MUNICIPALITY the Number(s) and Rank(s) of SHERIFF'S DEPUTIES shown in SCHEDULE A to perform all of the

LAW ENFORCEMENT SERVICES contemplated under this Agreement. As used throughout this Agreement, any reference to the Number(s) of SHERIFF'S DEPUTIES, as shown in SCHEDULE A, shall be defined and quantified as EIGHTY (80) HOURS of LAW ENFORCEMENT SERVICES during a bi-weekly period by any SHERIFF'S DEPUTY of the specified Rank(s), for each of the SHERIFF'S DEPUTIES contracted for and assigned by the SHERIFF to provide LAW ENFORCEMENT SERVICES to the MUNICIPALITY.

a. Except as may otherwise be expressly provided in this subparagraph or in SCHEDULE A, whenever any SHERIFF'S DEPUTY contracted for and assigned to provide LAW ENFORCEMENT SERVICES to the MUNICIPALITY is not present in the MUNICIPALITY geographical area, due to any of the reasons described in subparagraphs 1 - 6 below, such periods of time shall be included in and counted toward the EIGHTY (80) HOURS of LAW ENFORCEMENT SERVICES for the bi-weekly period in which it occurred.

1. Travel time, on a daily basis, to or from the O.C.S.O. in Pontiac, Michigan, at the beginning or end of any shift by any SHERIFF'S DEPUTY, if that SHERIFF'S DEPUTY'S shift starts or ends in Pontiac;
2. Attendance (not to exceed 100 hours per SHERIFF'S DEPUTY per calendar year) at any O.C.S.O. authorized or required training session, function or meeting;
3. Provision of any Mutual Aid as described and defined above;
4. Appearance in any Court or at any meeting with any other law enforcement agency in connection with any prosecution or Court appearance related to MUNICIPALITY law enforcement activities;
5. Performance of any LAW ENFORCEMENT SERVICES for the MUNICIPALITY that takes any SHERIFF'S DEPUTY outside the MUNICIPALITY'S geographical area; and
6. Any approved period of annual leave, sick leave, holiday leave, personal leave, or any other approved, paid leave (except any paid disciplinary leave and/or long-term disability leave extending beyond a period of five (5) working days) granted to any SHERIFF'S DEPUTY in accordance with applicable O.C.S.O. policies, procedures, and/or employment contracts.

b. Subject to the SHERIFF'S right to consolidate the assigned shifts of SHERIFF'S DEPUTIES in order to concentrate law enforcement efforts to meet particular law enforcement priorities and needs, the SHERIFF shall assign shifts to SHERIFF'S DEPUTIES contracted for under this Agreement so as to provide the broadest possible coverage of LAW ENFORCEMENT SERVICES to the MUNICIPALITY.

c. All O.C.S.O. policies, procedures, employment contracts, etc., which may be applicable to this Agreement shall be made available by the SHERIFF for inspection by the MUNICIPALITY LIAISON at the O.C.S.O., by appointment, during normal business hours.

6. Subject to the SHERIFF'S sole discretion and judgment as to the county-wide prioritization of resources and law enforcement needs, any SHERIFF'S DEPUTY'S LAW ENFORCEMENT SERVICES, beyond the EIGHTY (80) HOURS of LAW ENFORCEMENT SERVICES during a bi-weekly period, as provided for in this Agreement, may be made available

by the SHERIFF to the MUNICIPALITY on an overtime basis. Except for overtime incurred due to late calls, report writing, court appearances, emergencies (including, but not limited to, unanticipated and last-minute position fill-in scheduling decisions), or holiday pay overtime, as shown in SCHEDULE B - HOLIDAY PAY (hereafter "SCHEDULE B") which is attached to, incorporated in and made a part of this Agreement, all other overtime charges incurred by any SHERIFF'S DEPUTY, which are charged to the MUNICIPALITY, shall be approved, in advance, in writing, by the MUNICIPALITY LIAISON. Any such additional hours of SHERIFF'S DEPUTIES' LAW ENFORCEMENT SERVICES provided shall be invoiced to and paid by the MUNICIPALITY directly to the COUNTY at the Overtime Hourly Rates shown in SCHEDULE C - HOURLY RATES (hereafter "SCHEDULE C") which is attached to, incorporated in and made a part of this Agreement, and shall be in addition to any amounts otherwise due and owing under the terms of this Agreement. If, however, in the unlikely event that the O.C.S.O. is able to provide any SHERIFF'S DEPUTY'S LAW ENFORCEMENT SERVICES as requested by the MUNICIPALITY in addition to the EIGHTY (80) HOURS of LAW ENFORCEMENT SERVICES during a bi-weekly period, as provided for in this Agreement, without the O.C.S.O. actually incurring any direct or indirect obligation to pay any overtime premium to any SHERIFF'S DEPUTY as a result, the Regular Hourly Rates shown in SCHEDULE C for those additional hours of LAW ENFORCEMENT SERVICES for which the O.C.S.O. does not incur any overtime obligation shall be invoiced and paid by the MUNICIPALITY as otherwise provided herein. All holiday pay charges to the MUNICIPALITY shall be calculated and invoiced in accordance with SCHEDULE B.

7. The MUNICIPALITY shall not have the right under this Agreement to assign, delegate, or otherwise, transfer, promise, commit, or lend any O.C.S.O.'S or SHERIFF'S DEPUTY'S services, duties, or obligations under this Agreement to any other public or private person, corporation, entity, or organization of any kind. In the event that the MUNICIPALITY perceives the need for any SHERIFF'S DEPUTY'S LAW ENFORCEMENT SERVICES beyond those SHERIFF'S DEPUTIES' services contracted for in SCHEDULE A, due to some unusual MUNICIPALITY circumstances that, in the MUNICIPALITY'S judgment, may require additional LAW ENFORCEMENT SERVICES, the MUNICIPALITY shall address such concerns for additional LAW ENFORCEMENT SERVICES to the SHERIFF as provided for in this Agreement (i.e., preceding Paragraph).

8. The MUNICIPALITY will pay the O.C.S.O. for all SHERIFF'S DEPUTIES' LAW ENFORCEMENT SERVICES rendered pursuant to this Agreement at the bi-weekly rates shown in SCHEDULE A. The MUNICIPALITY further agrees to reimburse the O.C.S.O. for any and all additional hours of work, overtime, and/or holiday pay costs incurred by the O.C.S.O. in providing LAW ENFORCEMENT SERVICES to the MUNICIPALITY under the terms of this Agreement. For every bi-weekly period (corresponding to established O.C.S.O. payroll periods) during which any SHERIFF'S DEPUTY renders any LAW ENFORCEMENT SERVICES to the MUNICIPALITY under the terms of this Agreement, the O.C.S.O. shall prepare and send to the MUNICIPALITY an invoice that sets forth the bi-weekly amount due for each SHERIFF'S DEPUTY'S LAW ENFORCEMENT SERVICES rendered during that bi-weekly period, plus any charges for any additional hours of work, overtime, and/or holiday pay, as provided for herein, during that bi-weekly billing period. All overtime charges are to be itemized and designated for the reason incurred. The MUNICIPALITY agrees to pay to the COUNTY the full amounts due on any such invoice within 30 days of the invoice date.

9. If the MUNICIPALITY, for any reason, fails to pay the COUNTY any monies when and as due under this Agreement, the MUNICIPALITY agrees that unless expressly prohibited by law, the County or the County Treasurer, at their sole option, shall be entitled to setoff from any other MUNICIPALITY funds that are in the COUNTY'S possession for any reason. Funds include but are not limited to the Delinquent Tax Revolving Fund ("DTRF"). Any setoff or retention of funds by the COUNTY shall be deemed a voluntary assignment of the amount by the MUNICIPALITY

to the COUNTY. MUNICIPALITY waives any CLAIMS against the COUNTY or its Officials for any acts related specifically to the COUNTY'S offsetting or retaining such amounts. This paragraph shall not limit MUNICIPALITY'S legal right to dispute whether the underlying amount retained by the COUNTY was actually due and owing under this Agreement.

If the COUNTY chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay the COUNTY any amounts due and owing the COUNTY under this Agreement, the County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to the COUNTY under this Agreement. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.

Nothing in this section shall operate to limit the COUNTY'S right to pursue or exercise any other legal rights or remedies under this Agreement against the MUNICIPALITY to secure reimbursement of amounts due to the County under this Agreement. The remedies in this Section shall be available to the COUNTY on an ongoing and successive basis if the MUNICIPALITY at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if the COUNTY pursues any legal action in any court to secure its payment under the Agreement the MUNICIPALITY agrees to pay all costs and expenses, including attorney's fees and court costs incurred by the COUNTY in the collection of any amount owed by the MUNICIPALITY.

10. The MUNICIPALITY and the O.C.S.O. agree and warrant that neither the O.C.S.O. nor any SHERIFF'S DEPUTY, by virtue of this Agreement or otherwise, shall be considered or claimed to be an employee of the MUNICIPALITY and further agree that, at all times and for all purposes under the terms of this Agreement, the O.C.S.O.'S legal status and relationship to the MUNICIPALITY shall be that of an INDEPENDENT CONTRACTOR. The MUNICIPALITY also agrees that in any writing or any other communication prepared by, for, or at the direction of the MUNICIPALITY, the MUNICIPALITY shall neither state, suggest, nor imply that any employment status and/or employment relationship exists between any SHERIFF'S DEPUTY and the MUNICIPALITY.

11. The MUNICIPALITY and the O.C.S.O. agree and warrant that, at all times and for all purposes relevant to this Agreement, the O.C.S.O. shall remain the sole and exclusive employer of all SHERIFF'S DEPUTIES and that the O.C.S.O. shall remain solely and exclusively responsible for the payment of all SHERIFF'S DEPUTIES' wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances or reimbursements of any kind, including, but not limited to, workers' disability compensation, unemployment compensation, Social Security Act protection(s) and benefits, any employment taxes, and/or any other statutory or contractual right or benefit based, in any way, upon any SHERIFF'S DEPUTY'S status as an employee of the O.C.S.O. Except as expressly provided otherwise in this Agreement, the MUNICIPALITY shall not grant, give, allow, pay, reimburse, compensate, or otherwise provide any wages, fringe benefits, privileges, gifts, equipment, automobiles, personal property, supplies, benefits, entitlement, consideration (monetary or otherwise) or any other thing of value, either directly or indirectly, to, for the use by, or on behalf of, any individual SHERIFF'S DEPUTY. Any consideration, monetary or otherwise, paid directly to the COUNTY and/or any personal property, automobiles, or any portable equipment (e.g., portable telephones, portable computers, beepers, etc.) supplied, provided, and/or leased directly to the COUNTY shall not, for any purpose of this Agreement, be interpreted as being provided by the MUNICIPALITY, either directly or indirectly, to, for the use by, or on behalf of, any individual SHERIFF'S DEPUTY.

12. The MUNICIPALITY may, in its discretion, in such locations and circumstances as it decides, provide suitable office space, office equipment, all required utilities and related facilities (e.g., desks, chairs, copying machines, fax machines, typewriters, permanently installed telephones, lockers, locker room facilities, uniform changing areas, etc.) in MUNICIPALITY-owned or leased buildings to the O.C.S.O. for use by SHERIFF'S DEPUTIES assigned to the MUNICIPALITY, which shall be referred to as a MUNICIPALITY "Sub-Station". Alternatively, the O.C.S.O. may provide or supplement any existing desks, chairs, copying machines, fax machines, etc. located in the MUNICIPALITY Sub-Station with O.C.S.O. personal property and equipment. The MUNICIPALITY acknowledges that the MUNICIPALITY benefits in providing a Sub-Station for O.C.S.O. use by minimizing the time spent by SHERIFF'S DEPUTIES assigned to the MUNICIPALITY driving from the main O.C.S.O. Law Enforcement Complex in Pontiac, Michigan, to the MUNICIPALITY to perform certain paper and desk work and eliminating the "lost drive time" to provide LAW ENFORCEMENT SERVICES within the MUNICIPALITY due to the fact that SHERIFF'S DEPUTIES otherwise would begin and end their work shift(s) at the main O.C.S.O. Law Enforcement Complex instead of within the MUNICIPALITY. The MUNICIPALITY'S provision of any Sub-Station facilities and/or the use of any Sub-Station facilities by the O.C.S.O. shall be by mutual agreement and consent of the parties. Under no circumstances shall the MUNICIPALITY be obligated under the terms of this Agreement to provide any such Sub-Station facilities, nor shall the O.C.S.O. be obligated to use any such Sub-Station facilities if offered. If the MUNICIPALITY decides it will offer to provide the O.C.S.O. with Sub-Station facilities and the O.C.S.O. agrees to use such Sub-Station facilities, the following terms and conditions shall apply:

- a. Use of a Sub-Station shall be deemed to be a MUNICIPALITY grant of a revocable, nonexclusive License over that portion of such MUNICIPALITY premises for use by the O.C.S.O. and SHERIFF'S DEPUTIES assigned to the MUNICIPALITY.
- b. The MUNICIPALITY will be responsible for maintenance of the premises, which includes: any necessary repairs, improvements, installation and maintenance of all necessary security locks, devices and fire safety devices and safety precautions, reconstruction, custodial services, including rubbish and trash removal for the Facility, and also includes the provision of utilities required to operate the facility for the purposes of this License, including, but not limited to, heat, air conditioning, power, and water (but excluding any monthly telephone charges for permanently installed Sub-Station telephone), at no cost to the O.C.S.O.
- c. Use of the Sub-Station License shall end upon the termination or expiration of this Agreement as provided herein. Any such Sub-Station License shall also be terminable, at any time and for any reason, by the MUNICIPALITY, the COUNTY, or the SHERIFF
- d. SHERIFF'S DEPUTIES shall use due care in their use of any Sub-Station facilities and equipment. The MUNICIPALITY agrees that the MUNICIPALITY and the Municipality's Insurance Carrier will waive all rights of subrogation against OAKLAND COUNTY for any loss or damage to the Sub-Station premises or property therein which is owned or insured by the Municipality. The MUNICIPALITY will provide the COUNTY with a Certificate of insurance that contains the following language: "The MUNICIPALITY and the Insurance Carrier named herein agree to waive all rights of subrogation against Oakland County for any loss or damage to premises or property owned by or insured by the MUNICIPALITY". The MUNICIPALITY will provide this Certificate of Insurance to Jennifer Brantley, Oakland County Sheriff's Office, County Service Center, Bldg. #38 East, 1200 N. Telegraph Road, Pontiac, Michigan 48341-1044 prior to January 1, 2011. All Certificates of Insurance are subject to approval by the Oakland County Office of Risk Management.

13. Except as expressly provided for in this Agreement, the MUNICIPALITY agrees that this Agreement does not, and is not intended to, transfer, delegate, or assign to the COUNTY, the SHERIFF, and/or any SHERIFF'S DEPUTY any civil or legal responsibility, obligation, duty of care, or liability associated with any governmental function delegated and/or entrusted to the MUNICIPALITY under existing law.

14. Except as expressly provided for under the terms of this Agreement, no SHERIFF'S DEPUTY while acting under the terms of this Agreement shall perform any services directly or otherwise be available to perform any other work or assignments, and no SHERIFF'S DEPUTY shall be otherwise employed or utilized, in any manner or capacity, by the MUNICIPALITY.

15. The MUNICIPALITY LIAISON may contact the O.C.S.O. LIAISON, as defined above, to request, advise, or otherwise make the O.C.S.O. aware of particular law enforcement needs and services within the MUNICIPALITY, or to provide other relevant information which has come to the attention of the MUNICIPALITY LIAISON. The MUNICIPALITY LIAISON may also bring to the SHERIFF'S attention any concerns that the MUNICIPALITY LIAISON may have regarding the assignment of any SHERIFF'S DEPUTY to the MUNICIPALITY. The SHERIFF shall provide the MUNICIPALITY LIAISON an opportunity to interview and meet any command officers before they are assigned to the MUNICIPALITY; however, the SHERIFF'S decision on the assignment of any SHERIFF'S DEPUTY shall be final. The O.C.S.O. LIAISON shall, only to the extent that any such communication would not interfere in an ongoing criminal investigation or prosecution, keep the MUNICIPALITY LIAISON reasonably informed regarding criminal and/or law enforcement activities within the MUNICIPALITY and advise the MUNICIPALITY LIAISON, as soon as practicable, of any changes in any SHERIFF'S DEPUTY contracted for and assigned to perform LAW ENFORCEMENT SERVICES to the MUNICIPALITY under the terms of this Agreement. Notwithstanding the above, however, neither the MUNICIPALITY nor the MUNICIPALITY LIAISON shall otherwise provide, furnish or assign any SHERIFF'S DEPUTY with any job instructions, job descriptions, job specifications, or job duties, or in any manner attempt to control, supervise, train, or direct any SHERIFF'S DEPUTY in the performance of any O.C.S.O.'S duty or obligation under the terms of this Agreement.

16. The MUNICIPALITY agrees to promptly notify and/or provide the SHERIFF with any information that may come to its knowledge or possession regarding any act contrary to the terms and conditions of this Agreement, or any other questionable act(s) or omission(s), or any allegation of same, by any SHERIFF'S DEPUTY. The MUNICIPALITY also agrees that it shall promptly deliver to the SHERIFF written notice and copies of any complaint(s), charge(s), or any other accusation(s) or allegation(s) of wrongdoing, whether civil or criminal in nature, which the MUNICIPALITY becomes aware of regarding any SHERIFF'S DEPUTY. The MUNICIPALITY agrees to cooperate with the O.C.S.O. in any investigation conducted by the SHERIFF into the character and/or fitness of any SHERIFF'S DEPUTY.

17. The O.C.S.O. shall be solely and exclusively responsible for providing SHERIFF'S DEPUTIES with all necessary tools, automobiles, radios, communications equipment, firearms, and any and all other equipment that the O.C.S.O., in its sole judgment, deems required or beneficial for the completion of any O.C.S.O.'S duty under the terms of this Agreement. The O.C.S.O. shall also be solely and exclusively responsible for any and all SHERIFF'S DEPUTIES' business expenses, licenses, taxes, uniform or equipment costs, insurance(s), supplies, etc., except that any stationery, notices, forms, MUNICIPALITY ordinance appearance tickets, etc., which are required to bear the name of the MUNICIPALITY, shall be supplied to the O.C.S.O. by the MUNICIPALITY at the MUNICIPALITY'S sole cost and expense. In the event that the MUNICIPALITY wants any special or additional personal property or equipment (i.e., cellular telephones, beepers, personal items or equipment, portable computers, automobiles, motorcycles, etc.) to be provided, at MUNICIPALITY expense or otherwise, to any SHERIFF'S

DEPUTY assigned to the MUNICIPALITY, the MUNICIPALITY shall direct such requests to the O.C.S.O. which shall solely decide whether such personal property or special equipment shall be provided. Any and all such additional personal property, portable or individual use equipment or property, and/or any special equipment to be provided by the MUNICIPALITY shall be provided directly and exclusively to the O.C.S.O., and then ONLY pursuant to a separate written lease agreement between the MUNICIPALITY and the COUNTY. As intended by this Paragraph and elsewhere in this Agreement, no personal property, supplies, or other equipment, nor the use thereof, shall be provided or made available by the MUNICIPALITY directly to any SHERIFF'S DEPUTY, except through a written lease as provided for in this paragraph.

18. Each Party shall be responsible for any CLAIMS made against that Party and for the acts of its Employees or AGENTS.

19. In any CLAIMS that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation including any attorney fees.

20. Except as otherwise provided in this Agreement, neither Party shall have any right under any legal principle to be indemnified by the other Party or any of its employees or AGENTS in connection with any CLAIM.

21. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.

22. Subject to the following Paragraph, this Agreement shall become effective at 12:01 A.M., January 1, 2012, and shall remain in effect continuously until it expires, without any further act or notice being required by either party, at 11:59 P.M. on December 31, 2012. In addition, any party may terminate this Agreement, prior to its December 31, 2012 expiration, upon written notification to all others at least ninety (90) days prior to the proposed termination date, which date shall be clearly stated in the written notice. Upon the expiration or termination of this Agreement, all further O.C.S.O.'S obligations to provide LAW ENFORCEMENT SERVICES to the MUNICIPALITY under this Agreement shall end.

23. This Agreement, and any subsequent amendments, shall not become effective prior to the approval by concurrent resolutions of the COUNTY Board of Commissioners and the MUNICIPALITY Governing Body. The approval and terms of this Agreement shall be entered in the official minutes and proceedings of the COUNTY Board of Commissioners and MUNICIPALITY Governing Body and shall also be filed with the office of the Clerk for the COUNTY and the MUNICIPALITY. In addition, this Agreement and any subsequent amendments shall be filed with the Secretary of State for the State of Michigan by the O.C.S.O. and shall not become effective or implemented prior to its filing with the Secretary of State.

24. In the event that the MUNICIPALITY wishes to enter into a new agreement for LAW ENFORCEMENT SERVICES upon the expiration of this Agreement, it will notify the O.C.S.O., in writing, of this intent no later than July 31, 2012. If the MUNICIPALITY, as above, notifies the O.C.S.O. of its intent to enter into a new agreement, and the O.C.S.O. has a similar interest, the O.C.S.O. shall present the MUNICIPALITY with a new proposed agreement for continued LAW ENFORCEMENT SERVICES on, or before, August 22, 2012. In no event shall this paragraph be interpreted to obligate the O.C.S.O. or the MUNICIPALITY to continue any Agreement for any LAW ENFORCEMENT SERVICES beyond the expiration of this Agreement unless a new fully executed contract is executed by the parties. In the event that the MUNICIPALITY terminates this Agreement or elects not to enter into a subsequent agreement because it decides to

establish its own police department, the MUNICIPALITY agrees to consider for employment in its police department any SHERIFF'S DEPUTY who may be laid off by the O.C.S.O. as a result of this decision, but in no event shall the MUNICIPALITY be obligated to hire any such SHERIFF'S DEPUTY.

25. The parties shall send, by first class mail, all correspondence and written notices required or permitted by this Agreement to each signatory to this Agreement, or any signatory successor in office, to the addresses shown in this Agreement. Except as otherwise provided for herein, all correspondence or written notices shall be considered delivered to a party as of the date that such notice is deposited with sufficient postage with the U.S. Postal Service.

26. This Agreement is neither intended, nor shall it be interpreted, to create, change, modify, supplement, supersede, or otherwise affect or control, in any manner or at any time, the terms or conditions of employment of any SHERIFF'S DEPUTY with the O.C.S.O., any applicable O.C.S.O. employment and/or union contract, and/or any O.C.S.O. rule(s), regulation(s), hours of work, shift assignment, order(s), policy(ies), procedure(s), directive(s), ethical guideline(s), etc., which shall, solely and exclusively, govern and control the employment relationship between the O.C.S.O. and any SHERIFF'S DEPUTY and/or the conduct and actions of any SHERIFF'S DEPUTY. To illustrate, but not otherwise limit, this Agreement does not and shall not be interpreted to limit, modify, control, or otherwise affect, in any manner:

a. The complete and unilateral discretion of the SHERIFF to either continue or revoke the deputization of any SHERIFF'S DEPUTY, or any other person who, in the SHERIFF'S sole judgment, he does not believe is qualified or otherwise fit to be a SHERIFF'S DEPUTY.

b. The O.C.S.O.'S sole and exclusive right, obligation, responsibility, and discretion to employ, compensate, assign, reassign, transfer, promote, reclassify, discipline, demote, layoff, furlough, discharge any SHERIFF'S DEPUTY and/or pay any and all SHERIFF'S DEPUTY'S wages, salaries, allowances, reimbursements, compensation, fringe benefits, or otherwise decide any and all such terms and conditions of employment and make any and all employment decisions that affect, in any way, the employment of any SHERIFF'S DEPUTY with the O.C.S.O., subject only to its collective bargaining Agreements.

c. The SHERIFF'S sole and exclusive right, obligation, and responsibility to determine, establish, modify, or implement any and all operational policies, procedures, orders, rules, regulations, ethical guidelines, and/or any other judgment, policy or directive which, in any way, governs or controls any activity of any SHERIFF'S DEPUTY, any necessary SHERIFF'S DEPUTY'S training standards or proficiency(ies), any level or amount of required supervision, any and all standards of performance, any sequence or manner of performance, and any level(s) of experience, training, or education required for any SHERIFF'S DEPUTY performing any O.C.S.O. duty or obligation under the terms of this Agreement.

27. The SHERIFF and the COUNTY reserve to themselves any rights and obligations relating to the provision of any and all police and/or governmental LAW ENFORCEMENT SERVICES, and this Agreement does not, and is not intended to, diminish, delegate, divest, impair, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, capacity, immunity, or character of office of either the SHERIFF, the COUNTY, and/or any SHERIFF'S DEPUTY. The COUNTY and the SHERIFF further acknowledge and agree that this Agreement is neither intended, nor shall it be interpreted, so as to create, grant, modify, supersede, alter, or change, in any manner or form, any right, privilege, benefit, or any other term or condition of employment, of any kind or nature whatsoever, in, upon, or for any

SHERIFF'S DEPUTY or any SHERIFF'S DEPUTY'S agent(s), representative(s), union(s), or the successor(s) or assign(s) of any of them.

28. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not construed strictly for or against any party. As used in this Agreement, the singular or plural number, the possessive or nonpossessive, shall be deemed to include the other whenever the context so indicates or requires.

29. Absent an expressly written waiver, the failure of any party to pursue any right granted under this Agreement shall not be deemed a waiver of that right with regard to any existing or subsequent breach or default under this Agreement. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

30. This Agreement shall be binding upon the COUNTY, the SHERIFF, and the MUNICIPALITY to the extent permitted by law, upon their successors and assigns, and all persons acting by, through, under, or in concert with any of them.

31. This Agreement, consisting of fifteen (15) pages, including SCHEDULE A, SCHEDULE B, and SCHEDULE C (incorporated herein), sets forth the entire Agreement between the O.C.S.O. and the MUNICIPALITY with regard to the O.C.S.O.'S provision of LAW ENFORCEMENT SERVICES and/or any SHERIFF'S DEPUTY'S services to the MUNICIPALITY, and fully supersedes any and all prior agreements or understandings between them in any way related to the subject matter hereof. It is further understood and agreed that the terms of this Agreement are contractual and are not mere recitals and that there are no other agreements, understandings, or representations between the O.C.S.O. and the MUNICIPALITY in any way related to the subject matter hereof, except as expressly stated herein. This Agreement shall not be changed or supplemented orally. This Agreement may be amended only by concurrent resolutions of the COUNTY Board of Commissioners and the MUNICIPALITY Governing Body according to the procedures set forth in this Agreement.

IN WITNESS WHEREOF, BRYAN K. BARNETT, Mayor of the MUNICIPALITY, hereby acknowledges that he has been authorized by a resolution of the MUNICIPALITY Governing Body (a certified copy of which is attached) to execute this Agreement on behalf of MUNICIPALITY and hereby accepts and binds the MUNICIPALITY to the terms and conditions of this Agreement on this _____ day of _____, 2012.

WITNESSES:

CITY OF ROCHESTER HILLS
a Michigan Municipal Corporation

BY: _____
BRYAN K. BARNETT
Mayor

BY: _____
JANE LESLIE
Clerk

IN WITNESS WHEREOF, MICHAEL J. GINGELL., Chairperson, Oakland County Board of Commissioners, hereby 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 on behalf of the COUNTY OF OAKLAND and hereby accepts and binds the COUNTY OF OAKLAND to the terms and conditions of the Agreement on this _____ day of _____, 2012.

WITNESS:

COUNTY OF OAKLAND, a Michigan
Municipal Corporation

BY: _____
MICHAEL J. GINGELL
Chairperson, Oakland County Board
of Commissioners

IN WITNESS WHEREOF, MICHAEL J. BOUCHARD, in his official capacity as the Oakland County Sheriff, a Michigan Constitutional Officer, hereby accepts and binds the COUNTY OF OAKLAND to the terms and conditions of the Agreement on this _____ day of _____, 2012.

WITNESS:

OAKLAND COUNTY SHERIFF, a Michigan
Constitutional Officer

BY: _____
MICHAEL J. BOUCHARD,
Oakland County Sheriff

SCHEDULE A

SHERIFF'S DEPUTIES CONTRACTED FOR AND TO BE ASSIGNED TO MUNICIPALITY

Rank(s) of SHERIFF'S DEPUTIES	Number(s) of Sheriff's Deputies Contracted	Bi-Weekly Charge to Municipality in 2012
Captain	1	\$7,055.44
Lieutenant	2	\$6,223.91
Patrol Sergeant	6	\$5,630.24
Detective Sergeant	1	\$5,779.68
Deputy II (w/fill)		\$5,637.07
Deputy II (no-fill)	35	\$4,778.16
Deputy II (no-fill/no-vehicle)	2	\$4,507.93
Patrol Investigator (no-fill)	10	\$4,932.54
Deputy I (no-fill)		\$4,028.87
TOTAL	57	

NOTE: For each PATROL DEPUTY II (WITH FILL-IN) identified above, ONLY the O.C.S.O. shall, at no additional cost to the MUNICIPALITY, provide a substitute (i.e., FILL-IN) SHERIFF'S DEPUTY to provide LAW ENFORCEMENT SERVICES to the MUNICIPALITY whenever a PATROL DEPUTY II (WITH FILL-IN) is absent from the MUNICIPALITY during any 80 hour bi-weekly period for any reason except those reasons enumerated in Paragraph 5(a)(1) through Paragraph 5(a)(5) above.

NOTE: No Trainees shall be assigned by the O.C.S.O. to perform the duties of any SHERIFF'S DEPUTY contracted for and assigned to perform LAW ENFORCEMENT SERVICES under the terms of this Agreement.

SCHEDULE B

HOLIDAY PAY

<u>Rank(s) of Sheriff's Deputies</u>	<u>REGULAR HOLIDAY PAY</u>	<u>REGULAR HOLIDAY PAY/NOT WORKED¹</u>	<u>HOLIDAY OVERTIME²</u>	<u>OVERTIME</u>	<u>ADDITIONAL CHARGES</u>
Captain	INCLUDED	INCLUDED	NOT ELIGIBLE	NOT ELIGIBLE	NO
Lieutenant	"	OPTIONAL ³	NOT INCLUDED	NOT INCLUDED	YES
Patrol Sergeant	"	"	"	"	YES
Detective Sergeant	"	"	"	"	YES
Deputy II (w/fill)	"	INCLUDED	INCLUDED	INCLUDED	NO
Deputy II (no-fill)	"	NOT INCLUDED	NOT INCLUDED	NOT INCLUDED	YES
Deputy II (no-fill/no-vehicle)	"	"	"	"	YES
Patrol Investigator (no-fill)	"	"	"	"	YES
Deputy I (no-fill)	"	"	"	"	YES

NOTE: As used above "INCLUDED" or "NOT INCLUDED" refers to whether or not these costs have been included in the Bi-Weekly Charges shown in SCHEDULE A.

¹Billed at Regular Hourly Rate, (SCHEDULE C) Included 5 Paid Leave Days in Lieu of 3 Holidays. In December communities with No-Fill Deputies (I & II's) will be charged for 2 days (16 hours) at the Regular Hourly Rate.

²Billed at Overtime Hourly Rate Shown in SCHEDULE C - HOURLY RATES.

³Depends on Holiday Schedule, Individual Work Schedule, and Collective Bargaining Agreement.

SCHEDULE C

HOURLY RATES

	Regular Hourly Rate 2012	Overtime Hourly Rate 2012
Captain	N/A*	N/A*
Lieutenant	\$58.59	\$87.89
Patrol Sergeant	\$53.26	\$79.90
Detective Sergeant	\$53.26	\$79.90
Deputy II (w/fill)	\$43.58	\$65.38
Deputy II (no/fill)	\$43.58	\$65.38
Deputy II (no-fill/no-vehicle)	\$43.58	\$65.38
Patrol Investigator (no-fill)	\$43.58	\$65.38
Deputy I (no-fill)	\$34.46	\$51.69