

**OAKLAND COUNTY SHERIFF'S OFFICE  
2011 LAW ENFORCEMENT SERVICES AGREEMENT  
WITH THE CITY OF ROCHESTER HILLS**

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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, 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. Should the MUNICIPALITY fail, for any reason, to timely pay the COUNTY the amounts required under this Agreement, the MUNICIPALITY agrees that upon notice from the Oakland County Treasurer to the Treasurer of the State of Michigan (or any other State of Michigan official authorized to disburse funds to the MUNICIPALITY), the State of Michigan is authorized to withhold any funds due the MUNICIPALITY from the State and assign those funds to partially or completely offset any deficiency by the MUNICIPALITY to the County. Such funds shall be paid directly to the COUNTY. Further, the MUNICIPALITY waives any claims against the State or COUNTY, or their respective officials, for any such amounts paid to the COUNTY. Furthermore, should the MUNICIPALITY fail for any reason to timely pay the COUNTY the amounts required under this Agreement, the County Treasurer shall be entitled to set-off and retain any amounts due the MUNICIPALITY from Delinquent Tax Revolving Fund ("DTFR") or any other source of funds due to the MUNICIPALITY in possession of the County, to partially or completely offset any deficiency by the MUNICIPALITY, unless expressly prohibited by law. Such a transfer shall be considered an assignment unless expressly prohibited by law. Such a transfer shall be considered an assignment by the MUNICIPALITY to the COUNTY. Further, the MUNICIPALITY waives any claims against the COUNTY, or its officials, for any such amounts paid to the COUNTY. Nothing in this Agreement shall operate to limit in any way the COUNTY'S right to pursue any other legal remedies against the MUNICIPALITY for the reimbursement of amounts due the COUNTY under this Agreement. The remedies in this paragraph are available to the COUNTY on an ongoing and successive basis, as the MUNICIPALITY becomes delinquent in its payments.

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 either 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, 2011, 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, 2011. In addition, any party may terminate this Agreement, prior to its December 31, 2011 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, 2011. 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, 2011. 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 \_\_\_\_\_, 2010.

WITNESSES:

**CITY OF ROCHESTER HILLS,**  
a Michigan Municipal Corporation

\_\_\_\_\_

BY: \_\_\_\_\_  
BRYAN K. BARNETT  
Mayor

\_\_\_\_\_

BY: \_\_\_\_\_  
JANE LESLIE  
Clerk

IN WITNESS WHEREOF, BILL BULLARD, JR., 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 \_\_\_\_\_, 2010.

WITNESS:

**COUNTY OF OAKLAND,** a Michigan  
Municipal Corporation

\_\_\_\_\_

BY: \_\_\_\_\_  
BILL BULLARD, JR,  
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 \_\_\_\_\_, 2010.

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 2011
<b>Captain</b>	1	\$6,600.76
<b>Lieutenant</b>	2	\$5,792.51
<b>Patrol Sergeant</b>	6	\$5,228.70
<b>Detective Sergeant</b>	1	\$5,367.43
<b>Deputy II (w/fill)</b>		\$5,554.46
<b>Deputy II (no-fill)</b>	35	\$4,667.23
<b>Deputy II (no-fill/no-vehicle)</b>	2	\$4,427.50
<b>Patrol Investigator (no-fill)</b>	10	\$4,812.89
<b>Deputy I (no-fill)</b>		\$3,721.20
<b>TOTAL</b>	<b>57</b>	

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 WORKED<sup>1</sup></u>	<u>HOLIDAY OVERTIME<sup>2</sup></u>	<u>OVERTIME</u>	<u>ADDITIONAL CHARGES</u>
<b>Captain</b>	INCLUDED	INCLUDED	NOT ELIGIBLE	NOT ELIGIBLE	NO
<b>Lieutenant</b>	"	OPTIONAL <sup>3</sup>	NOT INCLUDED	NOT INCLUDED	YES
<b>Patrol Sergeant</b>	"	"	"	"	YES
<b>Detective Sergeant</b>	"	"	"	"	YES
<b>Deputy II (w/fill)</b>	"	INCLUDED	INCLUDED	INCLUDED	NO
<b>Deputy II (no-fill)</b>	"	NOT INCLUDED	NOT INCLUDED	NOT INCLUDED	YES
<b>Deputy II (no-fill/no-vehicle)</b>	"	"	"	"	YES
<b>Patrol Investigator (no-fill)</b>	"	"	"	"	YES
<b>Deputy I (no-fill)</b>	"	"	"	"	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.

<sup>1</sup>Billed 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.

<sup>2</sup>Billed at Overtime Hourly Rate Shown in SCHEDULE C - HOURLY RATES.

<sup>3</sup>Depends on Holiday Schedule, Individual Work Schedule, and Collective Bargaining Agreement.

**SCHEDULE C**

**HOURLY RATES**

	<b>Regular Hourly Rate 2011</b>	<b>Overtime Hourly Rate 2011</b>
<b>Captain</b>	N/A*	N/A*
<b>Lieutenant</b>	\$56.91	\$85.36
<b>Patrol Sergeant</b>	\$51.73	\$77.60
<b>Detective Sergeant</b>	\$51.73	\$77.60
<b>Deputy II (w/fill)</b>	\$44.99	\$67.48
<b>Deputy II (no/fill)</b>	\$44.99	\$67.48
<b>Deputy II (no-fill/no-vehicle)</b>	\$44.99	\$67.48
<b>Patrol Investigator (no-fill)</b>	\$44.99	\$67.48
<b>Deputy I (no-fill)</b>	\$33.47	\$50.21

**MISCELLANEOUS RESOLUTION #10261**

BY: Public Services Committee, Jim Runestad, Chairperson

**IN RE: SHERIFF'S OFFICE - ESTABLISHMENT OF STANDARD LAW ENFORCEMENT SERVICES CONTRACT RATES AND CONTRACT APPROVAL - JANUARY 1, 2011 THROUGH DECEMBER 31, 2011**

To the Oakland County Board of Commissioners

Chairperson, Ladies and Gentlemen:

WHEREAS it is the policy of the Oakland County Board of Commissioners to permit the Sheriff's Office to enter into contracts with townships, villages and cities for the purpose of providing Sheriff patrol services; and WHEREAS new contract rates have been developed for the 12-month period commencing January 1, 2011, through December 31, 2011, consistent with the attached schedule; and

WHEREAS a proposed agreement has been developed and is attached; and

WHEREAS Corporation Counsel has reviewed the agreement.

NOW THEREFORE BE IT RESOLVED that the following rates be established per officer for Law Enforcement Services for the period January 1, 2011, through December 31, 2011:

<u>Contract</u>	<u>2011</u>
Captain	\$171,620
Lieutenant	\$150,605
Patrol Sergeant	\$135,946
Det. Sergeant	\$139,553
Dep II (w/fill)	\$144,416
Dep II (no-fill)	\$121,348
Dep II (no-fill/no vehicle)	\$115,115
Patrol Inv.	\$125,135
Dep I (no-fill)	\$ 96,751

Chairperson, on behalf of the Public Services Committee, I move adoption of the foregoing resolution.

PUBLIC SERVICES COMMITTEE

**FISCAL NOTE (MISC. #10261)**

BY: Finance Committee, Tom Middleton, Chairperson

**IN RE: SHERIFF'S OFFICE - ESTABLISHMENT OF STANDARD LAW ENFORCEMENT SERVICES CONTRACT RATES AND CONTRACT APPROVAL - JANUARY 1, 2011 THROUGH DECEMBER 31, 2011**

To the Oakland County Board of Commissioners

Chairperson, Ladies and Gentlemen:

Pursuant to Rule XII-C of this Board, the Finance Committee has reviewed the above referenced resolution and finds:

1. Miscellaneous Resolution #09256 authorized the establishment of Law Enforcement Services contract rates for the period January 1, 2010 through December 31, 2010.
2. This resolution establishes Law Enforcement Services contract rates for the twelve (12) month period January 1, 2011 through December 31, 2011.
3. The proposed contract rates cover direct operational costs.
4. The FY 2011/FY 2012/FY 2013 Adopted Budget reflects estimated costs and revenues associated with these rates and is subject to unknown variables. Therefore, no budget amendment is recommended at this time.

FINANCE COMMITTEE



**MISCELLANEOUS RESOLUTION #10262**

BY: Public Services Committee, Jim Runestad, Chairperson

**IN RE: SHERIFF'S OFFICE - ESTABLISHMENT OF LAW ENFORCEMENT SERVICES CONTRACT OVERTIME RATES - JANUARY 1, 2011 THROUGH DECEMBER 31, 2011**

To the Oakland County Board of Commissioners

Chairperson, Ladies and Gentlemen:

WHEREAS it is the policy of the Oakland County Board of Commissioners to authorize the Sheriff's Office to enter into contractual agreements with various communities and organizations for the purpose of providing deputies for traffic and security assignments for various activities and events; and

WHEREAS the Sheriff's Office will provide assistance based on the availability of officers at the appropriate overtime rate and will invoice the requesting agency at rates established by the Board of Commissioners; and

WHEREAS overtime rates have been developed for the period January 1, 2011 through December 31, 2011; and

WHEREAS the Board of Commissioners desires to have rates consistent with the Law Enforcement Patrol Services Contract rates for governmental units within Oakland County as a service to its citizenry, and rates which conform to estimated costs for all non-Oakland County communities and organizations.

NOW THEREFORE BE IT RESOLVED that the Oakland County Board of Commissioners establishes the following hourly overtime rates for the period January 1, 2011, through December 31, 2011, for each officer for the purpose of providing contracted traffic and security services:

<u>Contract</u>	<u>2011</u>
Lieutenant	\$85.36
Sergeant	\$77.60
Deputy II	\$67.48
Deputy I	\$50.21

BE IT FURTHER RESOLVED that contracts for Sheriff's Traffic and Security Assistance for activities and events within a community which is under contractual agreement for Sheriff's Law Enforcement Patrol Services, may be entered into at the prevailing, established contract overtime rates, upon the review and approval of the Management and Budget Department. Such approval or disapproval of mini-contracts will be provided to the Public Services Committee on a semi-annual basis.

Chairperson, on behalf of the Public Services Committee, I move the adoption of the foregoing resolution.

PUBLIC SERVICES COMMITTEE

**FISCAL NOTE (MISC. #10262)**

BY: Finance Committee, Tom Middleton, Chairperson

**IN RE: SHERIFF'S OFFICE - ESTABLISHMENT OF LAW ENFORCEMENT SERVICES CONTRACT OVERTIME RATES - JANUARY 1, 2011 THROUGH DECEMBER 31, 2011**

To the Oakland County Board of Commissioners

Chairperson, Ladies and Gentlemen:

Pursuant to Rule XII-C of this Board, the Finance Committee has reviewed the above referenced resolution and finds:

1. Miscellaneous Resolution #09257 authorized the establishment of Law Enforcement Services contract overtime rates for the period January 1, 2010 through December 31, 2010.
2. This resolution establishes Law Enforcement Services contract overtime rates for the twelve (12) month period January 1, 2011 through December 31, 2011.
3. The FY 2011 / FY 2012 / FY 2013 Adopted Budget reflects estimated costs and revenues associated with these rates and is subject to unknown variables. Therefore, no budget amendment is recommended at this time.

FINANCE COMMITTEE

**MISCELLANEOUS RESOLUTION #**

BY: Public Services Committee, Jim Runestad, Vice Chairperson

**IN RE: SHERIFF'S OFFICE - STANDARD LAW ENFORCEMENT SERVICES AGREEMENT WITH THE CITY OF ROCHESTER HILLS, JANUARY 1, 2011 - DECEMBER 31, 2011**

To the Oakland County Board of Commissioners

Chairperson, Ladies and Gentlemen:

WHEREAS it is policy of the Oakland County Board of Commissioners to permit the Sheriff's Office to enter into contracts with Townships, Villages and Cities for the purpose of providing Sheriff patrol services; and

WHEREAS for several years the County of Oakland and the Oakland County Sheriff have contracted with Rochester Hills, to provide law enforcement services to this community; and

WHEREAS the Board of Commissioners by Miscellaneous Resolution #10261 authorized the established rates and contract language; and

WHEREAS the City of Rochester Hills has expressed an interest in entering into a new, one (1) year, law enforcement service agreement; and

WHEREAS the City of Rochester Hills is requesting that two (2) Deputy II (no-fill) be deleted and one (1) Patrol Investigator be deleted bringing the total number of Deputy II (no-fill/) to thirty-seven (37) and bringing the total number of contracted deputies to fifty-seven (57); and

WHEREAS the Sheriff is in agreement.

NOW THEREFORE BE IT RESOLVED that the Oakland County Board of Commissioners hereby approves and, subject to the following paragraph, agrees to be bound by the terms and conditions contained in the Oakland County Sheriff's Office 2011 Law Enforcement Services Agreement with the City of Rochester Hills.

BE IT FURTHER RESOLVED that upon receipt of a final, executed Oakland County Sheriff's Office 2011 Law Enforcement Services Agreement from the City of Rochester Hills, accompanied by a certified copy of the resolution of the City Council accepting the Agreement, and upon the further acceptance of the above Agreement by the Oakland County Sheriff, the Oakland County Board of Commissioners authorizes its Chairperson to execute and enter into this Agreement on behalf of the County of Oakland.

BE IT FURTHER RESOLVED that the Oakland County Clerk shall maintain a file for the above Agreement, and upon receipt of a final, executed copy of the above Agreement, together with a certified copy of that community's governing body resolution approving same, the Oakland County Clerk shall notify the Oakland County Sheriff and the Chairperson of the Oakland County Board of Commissioners that the above Agreement is ready for their signatures which the Clerk shall witness.

BE IT FURTHER RESOLVED that three (3) GF/GP Deputy II positions (#4030617-10911, #07216, and #04383) be deleted in the Rochester Hills Contracted Patrol Unit, Patrol Services Division, of the Sheriff's Office.

BE IT FURTHER RESOLVED that one (1) unmarked vehicle be deleted from the County fleet.

BE IT FURTHER RESOLVED that the following GF/GP 4030617- 06463, 06464, 02226, 02853, 04602, 06462, 07129, 09339, 09678, 10385, 00796, 01080, 01116, 01148, 01607, 02233, 02604, 02728, 02927, 03119, 03434, 03601, 04601, 04714, 05260, 05414, 05692, 05803, 06022, 06024, 06277, 06278, 06280, 06281, 06283, 06712, 06750, 06813, 06932, 06933, 06934, 06935, 06936, 07130, 07131, 07132, 07211, 07212, 07901, 07946, 09335, 09336, 09337, 09677, 09918, 09919, and 10631 positions be continued in the Contracted Patrol Unit/Patrol Services Division of the Sheriff's Office.

BE IT FURTHER RESOLVED that the future level of service, including the continuation of positions be contingent upon the level of funding associated with this agreement.

Chairperson, on behalf of the Public Services Committee, I move the adoption of the foregoing resolution.

PUBLIC SERVICES COMMITTEE

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