

MISCELLANEOUS RESOLUTION #

BY: Public Services Committee, Bill Dwyer, Chairperson

IN RE: SHERIFF'S OFFICE - STANDARD LAW ENFORCEMENT SERVICES AGREEMENT WITH THE CITY OF ROCHESTER HILLS, JANUARY 1, 2017 - DECEMBER 31, 2018

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 City of Rochester Hills has expressed an interest in entering into a new, two (2) year, law enforcement service agreement; 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 2017-2018 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 2017-2018 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.

BE IT FURTHER RESOLVED to continue the following GF/GP positions in the Contracted Patrol Unit/Patrol Services Division of the Sheriff's Office: #4030617-06463, 06464, 04602, 02226, 02853, 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, 10631, 11430, 11604, and 11605.

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

**OAKLAND COUNTY SHERIFF'S OFFICE
2017 - 2018 LAW ENFORCEMENT SERVICES AGREEMENT WITH
THE CITY OF ROCHESTER HILLS**

This Agreement is made and entered into between the City of Rochester Hills, a 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, MI 48309-3033 ("Municipality"), the COUNTY OF OAKLAND, a constitutional and municipal corporation and political subdivision of the State of Michigan, whose address is 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and the OAKLAND COUNTY SHERIFF, a Michigan constitutional officer, whose address is 1200 N. Telegraph Road, Pontiac, Michigan 48341, Bldg. #38 East ("Sheriff").

INTRODUCTION

Whereas, the Municipality is authorized to provide Law Enforcement Services within the Municipality; and

Whereas, the O.C.S.O. is authorized to provide Law Enforcement Services within Oakland County, but absent an agreement such as this, has only a limited responsibility to provide Law Enforcement Services within the Municipality; and

Whereas, the O.C.S.O. and the Municipality may enter into an agreement where the O.C.S.O. would provide additional Law Enforcement Services within the Municipality; and

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

Whereas, the O.C.S.O. is agreeable to providing additional Law Enforcement Services within the Municipality 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 Parties agree as follows:

1. **Definitions**. The following words, when printed with the first letter capitalized, shall be defined and interpreted as follows, whether used in the singular or plural, nominative or possessive case, and with or without quotation marks:
 - 1.1 **"Oakland County Sheriff's Office ('O.C.S.O.')**" means the County and the Sheriff jointly.
 - 1.2 **"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.

- 1.3 **"County Agent"** means any and all County officials elected or appointed to a County office, and any and all County employees, managers, departments, divisions, volunteers, representatives, and agents. County Agent also includes any person who was a County Agent anytime during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected and in that capacity.
- 1.4 **"Municipality Agent"** means any and all Municipality officials elected or appointed to a Municipality office, and any and all Municipality employees, managers, departments, divisions, volunteers, representatives, and agents. Municipality Agent also includes any person who was a Municipality Agent anytime during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.5 **"Municipality Liaison"** means 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.
- 1.6 **"O.C.S.O. Liaison"** means the Sheriff's Deputy who is designated by the Sheriff to maintain all lines of communication with the Municipality Liaison. The O.C.S.O. Liaison will generally be the commanding officer of the Sheriff's Deputies contracted for and assigned to provide Law Enforcement Services under this Agreement, if one, or a Sheriff's Deputy designated, in writing, by the Sheriff to perform this function.
- 1.7 **"Law Enforcement Services"** means the prevention and detection of crime and the enforcement of the general criminal and traffic laws of the State of Michigan, as provided for by state statutes and Municipality ordinances, and will also include providing road patrol, criminal apprehension, the necessary supervision of Sheriff's Deputies, responding to matters concerning public safety, a breach of the peace and traffic crashes, and any and all other governmental law enforcement functions that are authorized by law, as limited by and to the extent of the numbers and ranks of Sheriff's Deputies contracted for and assigned to provide Law Enforcement Services under this Agreement. Law Enforcement Services shall not include any activity not authorized by law. Law Enforcement Services also shall not include the services of any O.C.S.O. specialized unit or division such as its Marine Safety Unit and Investigative and Forensic Services Division, which the O.C.S.O. uses to provide services on a County-wide basis, unless expressly stated to the contrary herein. Nevertheless, the O.C.S.O. will continue to provide the services of its specialized units and divisions at no additional charge to the Municipality, to the same extent that the O.C.S.O. continues to provide these services at no additional charge to all other communities within Oakland County.
- 1.8 **"Sheriff's Deputy"** means any Captain, Lieutenant, Sergeant, Deputy II, Deputy I, Patrol Investigator, Detective, Sergeant, or any other person of any rank, classification, or title who, pursuant to state law, is a sworn deputy of the Sheriff.
2. **Law Enforcement Services in Accordance with Schedule A**. The Sheriff will assign Sheriff's Deputies in the numbers and ranks shown in Schedule A - Sheriff's Deputies Contracted for and to be Assigned to Municipality, which is attached and incorporated herein, to provide Law Enforcement Services within Municipality's corporate limits, including all private roads.

3. **No Warranty, Promise, or Guarantee.** The Sheriff will make every reasonable effort to provide Law Enforcement Services to Municipality, following generally accepted standards for police protection, with the levels of staff provided for in Schedule A. However, this Agreement shall not be interpreted to include any warranty, promise, or guarantee, either express or implied, direct or indirect, or of any kind whatsoever in favor of the Municipality or any other person 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.
4. **Sole Purpose of Agreement.** The sole and exclusive purpose of this Agreement is for the O.C.S.O. to provide Law Enforcement Services in and for the Municipality with the levels of staff provided for in Schedule A. Except as otherwise expressly provided for in this Agreement, this Agreement does not create any specific, direct or indirect obligation, duty, promise, benefit, or special right to the O.C.S.O.'s Law Enforcement Services in favor of or to the benefit of any particular person beyond that of the O.C.S.O.'s or any Sheriff's Deputy's law enforcement duty, as established under existing law, to the general public.
5. **Mutual Aid.** Except as otherwise expressly provided for in this Agreement, the Sheriff's Deputies contracted for and assigned to provide Law Enforcement Services under this Agreement will work, during those hours that the Municipality is being charged, only on Municipality-related Law Enforcement Services. However, any of these Sheriff's Deputies may be absent from the Municipality, at the Municipality's expense, to provide Mutual Aid. "Mutual Aid" means when a Sheriff's Deputy is temporarily called to the aid of another community due to an emergency or other exceptional circumstance, or because a Sheriff's Deputy possesses a special skill or qualification temporarily needed in another community.
6. **Sheriff's Deputy's Hours.** Each Sheriff's Deputy assigned to provide Law Enforcement Services under this Agreement will provide eighty (80) hours of Law Enforcement Services for the Municipality during a biweekly period.
 - 6.1 **Times Spent Outside Municipality Included in Hours Charged.** Except as may otherwise be expressly provided in Schedule A, the following time periods spent outside the Municipality's corporate limits will be included in and counted toward the eighty (80) hours of Law Enforcement Services for the biweekly period that it occurred.
 - 6.1.1 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 begins or ends in Pontiac;
 - 6.1.2 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;
 - 6.1.3 Provision of any Mutual Aid;
 - 6.1.4 Appearance in any court or at any meeting with any other law enforcement agency in connection with any prosecution or court appearance related to the Law Enforcement Services provided under this Agreement;

- 6.1.5 Performance of any Municipality-related Law Enforcement Services that takes any Deputy outside the Municipality's corporate limits; and
 - 6.1.6 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.
7. **Shift Assignments.** Subject to the Sheriff's right to consolidate the assigned shifts of Sheriff's Deputies in order to concentrate Law Enforcement Services to meet particular priorities or needs, the Sheriff will 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.
8. **O.C.S.O. Records.** All O.C.S.O. policies, procedures, employment contracts, etc. that may be applicable to this Agreement will be made available by the Sheriff for inspection by the Municipality Liaison at the O.C.S.O., by appointment, during normal business hours.
9. **Overtime.** Subject to the Sheriff's sole discretion and judgment as to the county-wide prioritization of resources and law enforcement needs, additional Law Enforcement Services beyond the 80 hours per biweekly period for each Sheriff's Deputy contracted for under this Agreement, as provided for in Schedule A, may be made available by the Sheriff to the Municipality on an overtime basis.
- 9.1 **When Municipality Approval Needed.** 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, which is attached and incorporated herein, all other overtime charges incurred by any Sheriff's Deputy contracted for under this agreement, which are charged to the Municipality, shall be approved, in advance, in writing, by the Municipality Liaison.
 - 9.2 **Invoice for Overtime.** Overtime charges will be invoiced to and paid at the yearly rate in which they were performed by the Municipality directly to the County at the "Overtime Hourly Rates" shown in Schedule C - Hourly Rates, which is attached and incorporated herein, and will be in addition to any amounts otherwise due and owing under the terms of this Agreement. However, in the unlikely event that the O.C.S.O. is able to provide additional Law Enforcement Services beyond the 80 hours per biweekly period, as requested by the Municipality, 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, then those additional hours of Law Enforcement Services that the O.C.S.O. does not incur any overtime obligation will be calculated and invoiced in accordance with the "Regular Hourly Rates" shown in Schedule C.
 - 9.3 **Holiday Pay.** All holiday pay charges to the Municipality will be calculated and invoiced in accordance with Schedule B.
10. **No Assignment/Delegation/Subcontract.** The Municipality shall not assign, delegate, subcontract, or otherwise, transfer, promise, commit, or lend any of the 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.

11. **Additional Law Enforcement Services.** If, due to some unusual Municipality circumstance, the Municipality perceives the need for any additional Law Enforcement Services beyond those contracted for in Schedule A, the Municipality will address such concerns for additional Law Enforcement Services to the Sheriff.
12. **Municipality's Payment Obligations.** The Municipality will pay the O.C.S.O. for all Law Enforcement Services provided pursuant to this Agreement at the Sheriff's Deputies' biweekly 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 holiday pay costs incurred by the O.C.S.O. in providing Law Enforcement Services to the Municipality under the terms of this Agreement.
 - 12.1 **Yearly Rates Set by County Board of Commissioners.** The Municipality understands that the yearly rates for Law Enforcement Services are determined and set by the Oakland County Board of Commissioners. The Municipality will pay the O.C.S.O. at the yearly rates set by the Oakland County Board of Commissioners for all Law Enforcement Services performed in those years.
 - 12.2 **Invoice.** For every biweekly period (corresponding to established O.C.S.O. payroll periods) during which any Sheriff's Deputy provides any Law Enforcement Services to the Municipality under the terms of this Agreement, the O.C.S.O. will prepare and send to the Municipality an invoice that sets forth the biweekly amount due for each Sheriff's Deputy's hours of Law Enforcement Services provided during that biweekly period, plus any charges for any additional hours of work, overtime, and holiday pay, as provided for herein, during that biweekly billing period. All overtime charges will be itemized and designated for the reason incurred. The Municipality agrees to pay to the County the full amount due on any such invoice within 30 days of the invoice date.
13. **Failure to Pay.** If the Municipality, for any reason, fails to pay the County any monies due under this Agreement, the following remedies shall be available to the County on an ongoing basis:
 - 13.1 **Setoff or Retention of Municipal Funds.** The Municipality agrees that, unless expressly prohibited by law, the County or the County Treasurer, at their sole option, shall be entitled to offset or retain the amount due 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 due by the Municipality to the County. The Municipality waives any Claims against the County or County Agents for any acts related to the County's offsetting or retaining such amounts. This paragraph shall not limit the Municipality's legal right to dispute whether the underlying amount retained by the County was actually due and owing under this Agreement
 - 13.2 **Interest Charges.** 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.

- 13.3 **Other Rights/Remedies.** The County may pursue or exercise any and all other legal rights or remedies against the Municipality to secure reimbursement of any overdue amounts.
- 13.4 **Costs and Expenses for Securing Payment.** If the County pursues any legal action in any court to secure payment, 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.
14. **Independent Contractor Status.** 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. 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 not state, suggest, or imply that any employment status or employment relationship exists between any Sheriff's Deputy and the Municipality.
15. **O.C.S.O. is Sole and Exclusive Employer of Sheriff's Deputies.** 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.
16. **Terms and Conditions of Employment for Sheriff's Deputies.** This Agreement does not create, change, modify, supplement, supersede, or otherwise affect or control, the terms or conditions of employment of any Sheriff's Deputy with the O.C.S.O., any applicable O.C.S.O. employment or union contract, and any O.C.S.O. rules, regulations, hours of work, shift assignments, orders, policies, procedures, directives, ethical guidelines, etc., which shall, solely and exclusively, govern and control the employment relationship between the O.C.S.O. and any Sheriff's Deputy and the conduct and actions of any Sheriff's Deputy.
- 16.1 **Examples.** To illustrate, but not otherwise limit, this Agreement does not in any way limit, modify, control, or otherwise affect:
- 16.1.1 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.
- 16.1.2 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, or discharge any Sheriff's Deputy 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.

16.1.3 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 any other judgment, policy or directive that, in any way, governs or controls any activity of any Sheriff's Deputy, any necessary Sheriff's Deputy's training standards or proficiencies, any level or amount of required supervision, any standards of performance, any sequence or manner of performance, and any level 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.

17. **No Municipality Control of Sheriff's Deputies.** Neither the Municipality nor any Municipality Agents shall 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 Law Enforcement Services under the terms of this Agreement. 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 for the Municipality or Municipality Agents, and no Sheriff's Deputy shall be otherwise employed or utilized in any manner by the Municipality.
18. **Sheriff's Deputies Paid by O.C.S.O.** 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.
19. **Sheriff's Deputies Shall Not Be Paid by Municipality.** 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, or any other thing of value, either directly or indirectly, to any individual Sheriff's Deputy. Any consideration, monetary or otherwise, paid directly to the County, and any personal property, automobiles, or any portable equipment (e.g., portable telephones, portable computers, beepers, etc.) supplied, provided, 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 any individual Sheriff's Deputy.
20. **Sheriff's Deputies' Expenses Paid by O.C.S.O.** Except as expressly provided otherwise in this Agreement, the O.C.S.O. is solely and exclusively responsible for providing Sheriff's Deputies with all 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 Deputy's professional expenses,

licenses, uniform or equipment costs, insurance, supplies, etc.

20.1 **Exception for Papers Bearing Municipality's Name.** Any stationery, notices, forms, Municipality ordinance appearance tickets, and other papers that are required to bear the name of the Municipality will be supplied to the O.C.S.O. by the Municipality at the Municipality's sole cost and expense.

20.2 **Municipality's Request for Special Equipment.** 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 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. 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.

21. **Municipality Substation.** The Municipality may, in its discretion and in such locations and circumstances as it decides, provide suitable office space, office equipment, all required office utilities, and related supplies and 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 Substation." The O.C.S.O. may provide or supplement any existing desks, chairs, copying machines, fax machines, etc. located in the Municipality Substation with O.C.S.O. personal property and equipment.

21.1 **Benefit to Municipality.** The Municipality acknowledges that it benefits from providing a Municipality Substation because it would give its residents a specific location within the Municipality to report criminal activity and seek Law Enforcement Services, and it would minimize the amount of time that Sheriff's Deputies would spend outside the Municipality because, without a substation, the Sheriff's Deputies will begin and end their Law Enforcement Services work shifts at the main O.C.S.O. law enforcement complex in Pontiac, MI instead of within the Municipality.

21.2 **Mutual Agreement Required for Provision and Use of Municipality Substation.** The Municipality's provision of any Municipality Substation and the use of any Municipality Substation by the O.C.S.O. will be by mutual agreement and consent of the Parties. Under no circumstances will the Municipality be obligated under the terms of this Agreement to provide any Municipality Substation, nor shall the O.C.S.O. be obligated to use any such Municipality Substation if offered. If the Municipality decides that it will offer to provide the O.C.S.O. with a Municipality Substation, and the O.C.S.O. agrees to use such facilities, the following terms and conditions shall apply:

21.2.1 **Revocable, Nonexclusive License.** Use of the Municipality Substation 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. for providing Law Enforcement Services under this Agreement.

21.2.2 **Maintenance and Utilities.** 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, 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 any permanently installed Municipality Substation telephones), at no cost to the O.C.S.O.

21.2.3 **Duration of License.** Use of any Municipality Substation license shall end upon the termination or expiration of this Agreement as provided herein. Any Substation License shall also be terminable, at any time and for any reason, by the Municipality, the County, or the Sheriff.

21.2.4 **Waiver of Subrogation.** Sheriff's Deputies will use due care in their use of any Municipality Substation. The Municipality agrees that the Municipality and the Municipality's insurance carrier will waive all rights of subrogation against the County for any loss or damage to the Municipality Substation premises or property 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: Attn. Business Manager, Oakland County Sheriff's Office, County Service Center, Bldg. #38 East, 1200 N. Telegraph Road, Pontiac, Michigan 48341-1044, prior to January 1, 2017. All certificates of insurance are subject to approval by the Oakland County Office of Risk Management.

22. **No Transfer, Delegation, or Assignment of Municipality's Duties.** Except as expressly provided for in this Agreement, this Agreement does not, and is not intended to, transfer, delegate, or assign to the County, the Sheriff, or any Sheriff's Deputy any civil or legal responsibility, obligation, duty of care, or liability associated with any governmental function delegated or entrusted to the Municipality under existing law.

23. **Communications With Municipality Liaison.** The Municipality Liaison may contact the O.C.S.O. Liaison to request, advise, or otherwise make the O.C.S.O. aware of any particular law enforcement needs and services within the Municipality, or to provide other relevant information. The Municipality Liaison may also bring to the Sheriff's attention any concerns that the Municipality may have regarding the assignment of any 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 will keep the Municipality Liaison reasonably informed regarding Municipality-related Law Enforcement Services, unless such communication would interfere with an ongoing criminal investigation or prosecution, 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 under the terms of this Agreement.

24. **Allegations of Improper Conduct of Sheriff's Deputy.** If the Municipality learns of any act or allegation involving any Sheriff's Deputy that is contrary to the terms and conditions of this Agreement, or any other questionable or improper acts or omissions, the Municipality will promptly notify and provide the Sheriff with any and all information that it has regarding the matter. The Municipality will also promptly deliver to the Sheriff written notice and copies of any complaint, charge, or any other allegation of wrongdoing, whether civil or criminal in nature, that 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 fitness of any Deputy.
25. **Responsibility of Claims.** Each Party shall be responsible for any Claims made against that Party and for the acts of its respective Municipality and County Agents.
- 25.1 **Legal Representation.** For 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.
- 25.2 **No Indemnification.** 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 the other Party's respective Municipality and County Agents in connection with any Claim.
26. **Reservation of Rights.** This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, 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 any Party. The O.C.S.O. reserves to itself any rights and obligations relating to the provision of Law Enforcement Services. This Agreement does not, and is not intended to, diminish, delegate, divest, impair, or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty, capacity, immunity, or character of office of the Sheriff, the County, or the Sheriff's Deputies. Further, this Agreement does not, and is not intended to, create, grant, modify, or supersede in any manner, any right, privilege, benefit, or any other term or condition of employment, of any kind or nature whatsoever, for any Sheriff's Deputy or any Sheriff's Deputy's agent, representative, or union.
27. **Term.** Subject to Paragraph 29 (Resolutions Required), this Agreement will become effective at 12:00:00 A.M., January 1, 2017, and shall remain in effect until it expires without any further act or notice, at 11:59:59 P.M. on December 31, 2018. Upon the expiration of this Agreement, all further obligations of the O.C.S.O. to provide Law Enforcement Services to the Municipality under the terms of this Agreement shall end.
28. **Termination.** Any Party may terminate this Agreement before its expiration by providing written notice to all other Parties at least ninety (90) days prior to the proposed termination date, which must be clearly stated in the written notice. Upon the termination of this Agreement, all further obligations of the O.C.S.O. to provide Law Enforcement Services to the Municipality under the terms of this Agreement shall end. 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 will 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 will the Municipality be obligated to hire any such Sheriff's Deputy.

29. **Resolutions Required.** 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's 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 the Municipality's 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.
30. **New Agreement Required to Continue Law Enforcement Services Beyond Expiration Date.** If 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, 2018. Upon notification from the Municipality, and if the O.C.S.O. has a similar interest, the O.C.S.O. will present the Municipality with a new proposed agreement for continued Law Enforcement Services on, or before, August 31, 2018. This paragraph does not 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 contract is fully executed by the Parties.
31. **Survival of Terms and Conditions.** The following terms and conditions will survive and continue in full force beyond the termination or expiration of this Agreement (or any part thereof) until the terms and conditions are fully satisfied or expire by their nature: Paragraph 1 (Definitions), Paragraph 3 (No Warranty, Promise, or Guarantee), Paragraph 12 (Municipality's Payment Obligations), Paragraph 13 (Failure to Pay), Paragraph 15 (O.C.S.O. is Sole and Exclusive Employer of Sheriff's Deputies), Paragraph 16 (Terms and Conditions of Employment for Sheriff's Deputies), Paragraph 22 (No Transfer, Delegation, or Assignment of Municipality's Duties), Paragraph 24 (Allegations of Improper Conduct of Sheriff's Deputy), Paragraph 25 (Responsibility of Claims), Paragraph 26 (Reservation of Rights), Paragraph 30 (New Agreement Required to Continue Law Enforcement Services Beyond Expiration Date), Paragraph 31 (Survival of Terms and Conditions), Paragraph 32 (Notices), Paragraph 33 (Governing Law), Paragraph 34 (Captions and Contract Language), Paragraph 35 (Waiver), Paragraph 36 (Binding Affect), Paragraph 38 (Cumulative Remedies), Paragraph 39 (Severability), and Paragraph 40 (Entire Agreement).
32. **Notices.** The Parties will send all correspondence and written notices required or permitted by this Agreement to each signatory to this Agreement, or any signatory's successor in office, by first class mail 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.
33. **Governing Law.** 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.
34. **Captions and Contract Language.** The section numbers, subsection numbers, and captions contained in this Agreement are intended for the convenience of the reader, are not intended to have any substantive meaning, and shall not be interpreted to limit or modify any substantive provisions of this Agreement. 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. In this Contract, for any noun or pronoun, use of the singular or plural form, use of the

nominative possessive, or objective case, and any reference to gender (masculine, feminine, and neuter) shall mean the appropriate form, case, or gender as the context requires.

35. **Waiver**. Waiver of any term or condition under this Agreement must be in writing and notice given pursuant to this Agreement. No failure or delay by any Party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof. No written waiver, in one or more instances, shall be deemed or construed as a continuing waiver of any term or condition of this Agreement. No waiver by any Party shall subsequently affect its right to require strict performance of this Agreement.
36. **Binding Affect**. 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 upon all persons acting by, through, under, or in concert with any of them.
37. **Amendments**. 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's governing body following the procedures set forth in Paragraph 29 (Resolutions Required).
38. **Cumulative Remedies**. A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.
39. **Severability**. If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms or conditions shall remain in full force and effect.
40. **Entire Agreement**. This Agreement, including Schedule A, Schedule B, and Schedule C, represents the entire agreement and understanding between the Parties regarding the O.C.S.O.'s provision of Law Enforcement Services to the Municipality. This Agreement supersedes all other prior oral or written understandings, communications, agreements, or contracts between the Parties in any way related to the subject matter hereof.

-INTENTIONALLY LEFT BLANK-

IN WITNESS WHEREOF, Bryan K. Barnett, Mayor of the City of Rochester Hills, hereby acknowledges that he has been authorized by a resolution of the Municipality's governing body (a certified copy of which is attached) to execute this Agreement on behalf of the Municipality and hereby accepts and binds the Municipality to the terms and conditions of this Agreement on this _____ day of _____, 2016.

WITNESSES:

CITY OF ROCHESTER HILLS
a Michigan Municipal Corporation

BY: _____

Bryan K. Barnett
Mayor

BY: _____

Tina Barton
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 _____, 2016.

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 _____, 2016.

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 of Sheriff's Deputies Contracted	Number of Sheriff's Deputies Contracted	Biweekly Charge for each Sheriff's Deputy to Municipality in 2017	Annual Costs 2017	Biweekly Charge for each Sheriff's Deputy to Municipality in 2018	Annual Costs 2018
Captain	1	\$7,270.50	\$189,033	\$7,450.74	\$193,719
Lieutenant	2	\$6,214.42	\$323,150	\$6,379.13	\$331,714
Patrol Sergeant	6	\$5,687.73	\$887,286	\$5,837.49	\$910,650
Detective Sergeant	1	\$5,773.88	\$150,121	\$5,929.73	\$154,173
Deputy II (w/fill)		\$5,724.62		\$5,875.15	
Deputy II (no-fill)	36	\$4,971.88	\$4,653,684	\$5,107.38	\$4,780,512
Deputy II (no-fill/no-vehicle)	2	\$4,636.15	\$241,080	\$4,756.64	\$247,346
Patrol Investigator (no-fill)	10	\$5,058.04	\$1,315,090	\$5,199.62	\$1,351,900
Deputy I (no-fill)		\$4,675.42		\$4,805.00	
FTE Tech Assistant	1	\$2,465.35	\$64,099	\$2,643.50	\$68,731
Account Clerk I	1	\$2,103.46	\$54,690	\$2,306.62	\$59,972
TOTAL	60		\$7,878,233		\$8,098,717

NOTE: For each "Deputy II (w/fill)" identified above, the O.C.S.O. will, at no additional cost to the Municipality, provide a substitute Sheriff's Deputy (i.e., a "fill-in") to provide Law Enforcement Services to the Municipality whenever a contracted "Deputy II (w/fill)" is absent from the Municipality during any 80 hour biweekly period for any reason except those reasons enumerated in Paragraph 6.1 above.

NOTE: The O.C.S.O. will not assign any trainees to perform the duties of any Sheriff's Deputy contracted for and assigned to perform Law Enforcement Services under this Agreement.

SCHEDULE B

HOLIDAY PAY

Rank of Sheriff's Deputies Contracted	Regular Holiday Pay	Regular Holiday Pay – Not Worked ¹	Holiday Overtime ²	Overtime	Additional Charges
Captain	INCLUDED	INCLUDED	NOT ELIGIBLE	NOT ELIGIBLE	NO
Lieutenant	INCLUDED	OPTIONAL ³	NOT INCLUDED	NOT INCLUDED	YES
Patrol Sergeant	INCLUDED	OPTIONAL	NOT INCLUDED	NOT INCLUDED	YES
Detective Sergeant	INCLUDED	OPTIONAL	NOT INCLUDED	NOT INCLUDED	YES
Deputy II (w/fill)	INCLUDED	INCLUDED	INCLUDED	INCLUDED	NO
Deputy II (no-fill)	INCLUDED	NOT INCLUDED	NOT INCLUDED	NOT INCLUDED	YES
Deputy II (no-fill/no-vehicle)	INCLUDED	NOT INCLUDED	NOT INCLUDED	NOT INCLUDED	YES
Patrol Investigator (no-fill)	INCLUDED	NOT INCLUDED	NOT INCLUDED	NOT INCLUDED	YES
Deputy I (no-fill)	INCLUDED	NOT INCLUDED	NOT INCLUDED	NOT INCLUDED	YES

NOTE: As used above, "INCLUDED" or "NOT INCLUDED" mean whether or not these costs are included in the biweekly charges shown in Schedule A.

¹ Billed using the Regular Hourly Rate indicated in Schedule C. "INCLUDED" is calculated using 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.

² Billed using the Overtime Hourly Rate indicated in Schedule C.

³ "OPTIONAL" means that it will depend on the O.C.S.O's holiday schedule, the individual's work schedule, and the collective bargaining agreement.

SCHEDULE C

HOURLY RATES

	Regular Hourly Rate 2017	Overtime Hourly Rate 2017	Regular Hourly Rate 2018	Overtime Hourly Rate 2018
Captain	N/A	N/A	N/A	N/A
Lieutenant	\$58.26	\$87.39	\$59.43	\$89.15
Patrol Sergeant	\$52.89	\$79.34	\$53.95	\$80.93
Detective Sergeant	\$52.89	\$79.34	\$53.95	\$80.93
Deputy II (w/fill)	\$44.17	\$66.26	\$45.05	\$67.58
Deputy II (no/fill)	\$44.17	\$66.26	\$45.05	\$67.58
Deputy II (no-fill/no- vehicle)	\$44.17	\$66.26	\$45.05	\$67.58
Patrol Investigator (no-fill)	\$44.17	\$66.26	\$45.05	\$67.58
Deputy I (no-fill)	\$40.55	\$60.83	\$41.36	\$62.04
PTNE Deputy	\$20.42	\$30.63	\$20.83	\$31.25
Technical Assistant	\$28.18	\$42.27	\$28.75	\$43.13

	Regular Hourly Rate 2017	Overtime Hourly Rate 2017	Regular Hourly Rate 2018	Overtime Hourly Rate 2018
Account Clerk I	\$21.93	\$32.90	\$22.37	\$33.56
PTNE Office Assistant	\$16.48	\$24.72	\$16.88	\$25.32