

**OAKLAND COUNTY SHERIFF'S OFFICE  
2025-2027 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 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** ("Public Body"), 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 Public Body is authorized to provide Law Enforcement Services within the Public Body; and

**Whereas**, the OCSO 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 Public Body; and

**Whereas**, the OCSO and the Public Body may enter into an agreement where the OCSO would provide additional Law Enforcement Services and ancillary services within the Public Body; and

**Whereas**, the Public Body desires to contract with the OCSO for such additional Law Enforcement Services; and

**Whereas**, the OCSO is agreeable to providing additional Law Enforcement Services within the Public Body 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 **"Agreement Documents"** means the following documents, which are included and incorporated into this Agreement:

- 1.1.1 **Exhibit A:** Sheriff's Deputies and County Agents contracted for and to be assigned to the Public Body
- 1.1.2 **Exhibit B:** Holiday Pay
- 1.1.3 **Exhibit C:** Hourly Rates
- 1.1.4 **Exhibit D:** Request for Supplemental Law Enforcement Services
- 1.1.5 **SRO Addendum:** Addendum Agreement between the Public Body, School, and OCSO if the Public Body is contracting with the OCSO for any School

Resource Officer(s). This Addendum applies and becomes effective if signed by all Parties.

- 1.2 "**Oakland County Sheriff's Office ('OCSO')**" means the County and the Sheriff jointly.
- 1.3 "**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.
- 1.4 "**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.
- 1.5 "**Public Body Agent**" means any and all Public Body officials elected or appointed to a Public Body office, and any and all Public Body employees, managers, departments, divisions, volunteers, representatives, and agents. Public Body Agent also includes any person who was a Public Body Agent anytime during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.6 "**Public Body Liaison**" means the chief elected official of the Public Body (i.e., City Mayor or Township Supervisor) or such other individual as designated in writing by the Public Body Liaison to act in this capacity for all purposes under this Agreement.
- 1.7 "**OCSO Liaison**" means the Sheriff's Deputy who is designated by the Sheriff to maintain all lines of communication with the Public Body Liaison. The OCSO Liaison will generally be the commanding officer of the Sheriff's Deputies contracted for and assigned to provide Law Enforcement Services under this Agreement.
- 1.8 "**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 Public Body 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 does not include any activity not authorized by law. Law Enforcement Services also does not include the services of any OCSO specialized unit or division such as its Marine Safety Unit and Investigative and Forensic Services Division, which the OCSO uses to provide services on a County-wide basis, unless expressly stated to the contrary herein. Nevertheless, the OCSO will continue to provide the services of its specialized units and divisions at no additional charge to the Public Body, to the same extent that the OCSO continues to provide these services at no additional charge to all other communities within Oakland County.
- 1.9 "**School Resource Officer**" or "**SRO**" means a Sheriff's Deputy who is designated to

perform Law Enforcement Services primarily on a school's premises.

1.10 "**Sheriff's Deputy**" means any Major, Captain, Lieutenant, Sergeant, Deputy II, Detective, School Resource Officer, 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 Exhibit A.** The Sheriff will assign Sheriff's Deputies in the numbers and ranks shown in **Exhibit A** to provide Law Enforcement Services within Public Body'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 Public Body, following generally accepted standards for police protection, with the levels of staff provided for in **Exhibit 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 Public Body or any other person that the OCSO's provision of Law Enforcement Services under this Agreement will result in any specific reduction or prevention of criminal activity within the Public Body or any other performance-based outcome.
4. **Sole Purpose of Agreement.** The sole and exclusive purpose of this Agreement is for the OCSO to provide Law Enforcement Services and other ancillary services in and for the Public Body with the levels of staff provided for in **Exhibit 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 OCSO's Law Enforcement Services in favor of or to the benefit of any particular person beyond that of the OCSO's or any Sheriff's Deputy's law enforcement duty, as established under existing law, to the general public. OCSO and its Agents, including any Sheriff's deputy, are not obligated under this Agreement in any way to undertake any special activity or duty on behalf of the Public Body or provide any particular or specific service or benefit for the Public Body or its Agents. For the avoidance of doubt, the OCSO has no obligation to perform administrative inspections (ex. marijuana facility inspections) that are unrelated to an active criminal or civil infraction investigation.
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 Public Body is being charged, only on Public Body-related Law Enforcement Services. However, any of these Sheriff's Deputies may be absent from the Public Body, at the Public Body'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.** Unless otherwise stated herein, each Sheriff's Deputy assigned to provide Law Enforcement Services under this Agreement will provide eighty (80) hours of Law Enforcement Services for the Public Body during a biweekly period.
  - 6.1 **Times Spent Outside Public Body Included in Hours Charged.** Except as otherwise provided herein, the below time periods (paragraphs 6.1.1 through 6.1.6) spent outside the Public Body'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 OCSO 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 an average of 100 hours per Sheriff's Deputy per calendar year) at any OCSO 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 Public Body-related Law Enforcement Services that takes any Deputy outside the Public Body's corporate limits (e.g., transporting and booking an arrestee at the Oakland County Jail, transporting a person for medical attention, investigating a crime, etc.); 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, worker's compensation, 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 OCSO policies, procedures, and/or employment contracts.
- 6.2 If a position is labeled as "w/fill" (with fill) in the exhibits, the OCSO will, at no additional cost to the Public Body, provide a substitute person for that position (i.e., a "fill-in") to provide services to the Public Body whenever a contracted position "w/fill" is absent from the Public Body during any 80 hour biweekly period for only the reasons specified in paragraph 6.1.6 above. For the avoidance of doubt, the OCSO has no obligation to provide a substitute person to the Public Body whenever a "w/fill" position is absent from the Public Body during any 80 hour biweekly period for any of the reasons or circumstances provided in paragraphs 6.1.1 through 6.1.5.
- 6.3 If a position is labeled as "no fill" or is not labeled as "w/fill" in the exhibits, the OCSO has no obligation to provide a substitute person to the Public Body whenever that position is absent from the Public Body during any 80 hour biweekly period for any of the reasons or circumstances provided in paragraphs 6.1.1 through 6.1.6 above.
7. **Shift Assignments.** Except as provided in the SRO Addendum (if applicable) and subject to the Sheriff's right to consolidate the assigned shifts of Sheriff's Deputies to concentrate Law Enforcement Services to meet particular priorities or needs, the Sheriff will assign shifts to Sheriff's Deputies/County Agents contracted for under this Agreement to provide the broadest possible coverage of Law Enforcement Services and ancillary services to the Public Body.

8. **OCSO Records.** All OCSO policies, procedures, employment contracts, etc. that may be applicable to this Agreement will be made available by the Sheriff for inspection by the Public Body Liaison at the OCSO, by appointment during OCSO's regular 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 services beyond the 80 hours per biweekly period for each Sheriff's Deputy and County Agent contracted for under this Agreement, as provided for in **Exhibit A**, may be made available by the Sheriff to the Public Body on an overtime basis.
  - 9.1 **When Public Body 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 **Exhibit B**, all other overtime charges incurred by any Sheriff's Deputy and/or County Agent contracted for under this Agreement, which are charged to the Public Body, shall be approved, in advance, in writing, by the Public Body Liaison.
  - 9.2 **Invoice for Overtime.** Overtime charges at the "Overtime Hourly Rates" shown in **Exhibit C** will be invoiced to the Public Body and paid at the yearly rate in which they were performed by County. Overtime charges will be in addition to any amounts otherwise due and owing under the terms of this Agreement. However, in the unlikely event that the OCSO is able to provide additional Law Enforcement Services beyond the 80 hours per biweekly period, as requested by the Public Body, without the OCSO 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 OCSO does not incur any overtime obligation will be calculated and invoiced in accordance with regular OCSO rates.
  - 9.3 **Holiday Pay.** All holiday pay charges to the Public Body will be calculated and invoiced in accordance with **Exhibit B**.
10. **No Assignment/Delegation/Subcontract.** The Public Body shall not assign, delegate, subcontract, or otherwise, transfer, promise, commit, or lend any of the OCSO'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 unless and to the extent permitted in the SRO Addendum, if applicable, or if it is expressly authorized in writing by the OCSO.
11. **Additional Law Enforcement Services.** If the Public Body perceives the need for any additional Law Enforcement Services beyond those contracted for in **Exhibit A**, the Public Body will address such concerns for additional Law Enforcement Services to the Sheriff by completing and submitting to the Sheriff a REQUEST FOR SUPPLEMENTAL LAW ENFORCEMENT SERVICES form included in this Agreement as **Exhibit D**. If the Public Body purchases or otherwise obtains a special event insurance policy or other similar insurance policy for the special event described in the form in **Exhibit D**, that is completed and submitted to the Sheriff, the County of Oakland and OCSO, including County Agents, shall be named as additional insureds on the insurance policy.
12. **Public Body's Payment Obligations.** The Public Body will pay the OCSO for all services

provided pursuant to this Agreement at the Sheriff's Deputies' and County Agents' annual rates set by the Oakland County Board of Commissioners shown in **Exhibit A**. The Public Body further agrees to reimburse the OCSO for any and all additional hours of work, overtime, and holiday pay costs incurred by the OCSO in providing services to the Public Body under the terms of this Agreement.

12.1 **Rate Increase for Year 2027**. The rates for the years 2025 and 2026 are provided in the Exhibits. For year 2027, the rates shall increase from the year 2026 rates by six percent (6%) plus the Consumer Price Index as published by the Michigan State Tax Commission in year 2025 pursuant to Oakland County Board of Commissioners Resolution #2024-4635.

12.2 **Invoice**. For every month during which any services are provided to the Public Body under the terms of this Agreement, the OCSO will prepare and send to the Public Body an invoice that sets forth the amount due for each Sheriff's Deputy's hours of Law Enforcement Services and County Agent's hours provided during that period, plus any charges for any additional hours of work, overtime, and holiday pay, as provided for herein, during that billing period. All overtime charges and additional/supplemental Law Enforcement Services will be itemized and designated for the reason(s) incurred. The Public Body agrees to pay to the County the full amount due on any such invoice within 30 days of the invoice date.

12.3 **Option for Evenly Distributed Payments**. Public Body may pay the total cost of the Agreement evenly (equal payments) over the term of this Agreement pursuant to Oakland County Board of Commissioners Resolution #2024-4635. If Public Body wants to exercise this payment option, it must make arrangements with the County's Fiscal Services Division.

13. **Failure to Pay**. If the Public Body, 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 Public Body 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 Public Body 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 Public Body to the County. The Public Body waives any Claims against the County or County Agents for any acts related to the County's offsetting or retaining such amounts. This subsection shall not limit the Public Body'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 Public Body 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 Public Body 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 Public Body.
14. **Independent Contractor Status.** Neither the OCSO nor any Sheriff's Deputy or County Agent, by virtue of this Agreement or otherwise, shall be considered or claimed to be an employee of the Public Body. At all times and for all purposes under the terms of this Agreement, the OCSO's legal status and relationship to the Public Body shall be that of an independent contractor. The Public Body also agrees that in any writing or any other communication prepared by, for, or at the direction of the Public Body, the Public Body shall not state, suggest, or imply that any employment status or employment relationship exists between any Sheriff's Deputy/County Agent and the Public Body.
15. **OCSO is Sole and Exclusive Employer of Sheriff's Deputies.** The Public Body and the OCSO agree and warrant that, at all times and for all purposes relevant to this Agreement, the OCSO shall remain the sole and exclusive employer of all Sheriff's Deputies and County Agents.
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/County Agent with the OCSO, any applicable OCSO employment or union contract, and any OCSO 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 OCSO and any Sheriff's Deputy/County Agent and the conduct and actions of any Sheriff's Deputy/County Agent.
- 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 OCSO'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/County Agent or pay any and all Sheriff's Deputy's/County Agent'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/County Agent with the OCSO, 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/County Agent, any necessary Sheriff's Deputy's/County Agent'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/County Agent performing any OCSO duty or obligation under the terms of this Agreement.

17. **No Public Body Control of Sheriff's Deputies.** Neither the Public Body nor any Public Body Agents shall provide, furnish, or assign any Sheriff's Deputy or County Agent 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 or County Agent in the performance of any Law Enforcement Services or other services under the terms of this Agreement. Except as expressly provided for under the terms of this Agreement, no Sheriff's Deputy or County Agent, 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 Public Body or Public Body Agents, and no Sheriff's Deputy or County Agent shall be otherwise employed or utilized in any manner by the Public Body.
18. **Sheriff's Deputies Paid by OCSO.** The OCSO shall remain solely and exclusively responsible for the payment of all Sheriff's Deputies' and County Agents' 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 or County Agents' status as an employee of the OCSO.
19. **Sheriff's Deputies Shall Not Be Paid by Public Body.** Except as expressly provided otherwise in this Agreement, the Public Body 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 or County Agent. Any consideration, monetary or otherwise, paid directly to the County, and any personal property, automobiles, or any portable equipment (e.g., mobile telephones, computers, laptops, tablets, etc.) supplied, provided, or leased directly to the County shall not, for any purpose of this Agreement, be interpreted as being provided by the Public Body, either directly or indirectly, to any individual Sheriff's Deputy or County Agent.
20. **Sheriff's Deputies' Expenses Paid by OCSO.** Except as expressly provided otherwise in this Agreement, the OCSO is solely and exclusively responsible for providing Sheriff's Deputies and County Agents with all tools, automobiles, radios, communications equipment (including mobile telephones), firearms, and any and all other equipment that the OCSO, in its sole judgment, deems required or beneficial for the completion of any OCSO's duty under the terms of this Agreement. The OCSO shall also be solely and exclusively responsible for any and all Sheriff's Deputy's and County Agent's professional expenses, licenses, uniform or equipment costs, insurance, supplies, etc.



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

20.2 **Public Body's Request for Special Equipment.** In the event that the Public Body wants any special or additional personal property or equipment to be provided, at Public Body expense or otherwise, to any Sheriff's Deputy or County Agent assigned to the Public Body, the Public Body shall direct such requests to the OCSO, which shall solely decide whether such personal property or special equipment shall be provided. Except as expressly provided otherwise in this Agreement, any and all such equipment to be provided by the Public Body shall be provided directly and exclusively to the OCSO pursuant to a separate, written lease agreement between the Public Body and the County. No personal property, supplies, or other equipment, nor the use thereof, shall be provided or made available by the Public Body directly to any Sheriff's Deputy or County Agent, except through a written lease as provided for in this subsection.

21. **Public Body Substation.** The Public Body 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 Public Body-owned or leased buildings to the OCSO for use by Sheriff's Deputies/County Agents assigned to the Public Body, which shall be referred to as a "Public Body Substation." The OCSO may provide or supplement any existing desks, chairs, copying machines, fax machines, etc. located in the Public Body Substation with OCSO personal property and equipment.

21.1 **Benefit to Public Body.** The Public Body acknowledges that it benefits from providing a Public Body Substation because it would give its residents a specific location within the Public Body 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 Public Body because, without a substation, the Sheriff's Deputies will begin and end their Law Enforcement Services work shifts at the main OCSO law enforcement complex in Pontiac, MI instead of within the Public Body.

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

21.2.1 **Revocable, Nonexclusive License.** Use of the Public Body Substation shall be deemed to be a Public Body grant of a revocable, nonexclusive license over that portion of such Public Body premises for use by the OCSO for providing services under this Agreement.

- 21.2.2 **Maintenance and Utilities.** The Public Body 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 Public Body Substation telephones), at no cost to the OCSO.
- 21.2.3 **Duration of License.** Use of any Public Body 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 Public Body, the County, or the Sheriff.
- 21.2.4 **Waiver of Subrogation.** Sheriff's Deputies will use due care in their use of any Public Body Substation. The Public Body agrees that the Public Body and the Public Body's insurance carrier will waive all rights of subrogation against the County for any loss or damage to the Public Body Substation premises or property which is owned or insured by the Public Body. The Public Body will provide the County with a certificate of insurance that contains the following language: "The Public Body 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 Public Body." The Public Body will provide this Certificate of Insurance to: Attn. Sheriff Fiscal Officer, Oakland County Sheriff's Office, County Service Center, Bldg. #38 East, 1200 N. Telegraph Road, Pontiac, Michigan 48341-1044, by the effective date of this Agreement. All certificates of insurance are subject to approval by the Oakland County Office of Risk Management.
22. **No Transfer, Delegation, or Assignment of Public Body'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, any Sheriff's Deputy, or any County Agent any civil or legal responsibility, obligation, duty of care, or liability associated with any governmental function delegated or entrusted to the Public Body under existing law.
23. **Communications With Public Body Liaison.** The Public Body Liaison may contact the OCSO Liaison to request, advise, or otherwise make the OCSO aware of any particular law enforcement needs and services within the Public Body, or to provide other relevant information. The Public Body Liaison may also bring to the Sheriff's attention any concerns that the Public Body may have regarding the assignment of any Sheriff Deputy/County Agent to the Public Body. The Sheriff shall provide the Public Body Liaison an opportunity to interview and meet any command officers before they are assigned to the Public Body. However, the Sheriff's decision on the assignment of any Sheriff's Deputy/County Agent shall be final. The OCSO Liaison will keep the Public Body Liaison reasonably informed regarding Public Body-related Law Enforcement Services, unless such communication would interfere with an ongoing criminal investigation or prosecution, and advise the Public Body Liaison, as soon as practicable, of any changes in any Sheriff's Deputy/County Agent contracted for and assigned to perform Law Enforcement Services or other services under the terms of this Agreement.

24. **Allegations of Improper Conduct of Sheriff's Deputy.** If the Public Body learns of any act or allegation involving any Sheriff's Deputy/County Agent that is contrary to the terms and conditions of this Agreement, or any other questionable or improper acts or omissions, the Public Body will promptly notify and provide the Sheriff with any and all information that it has regarding the matter. The Public Body 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 Public Body becomes aware of regarding any Sheriff's Deputy/County Agent. The Public Body agrees to cooperate with the OCSO in any investigation conducted by the Sheriff into the character and fitness of any Sheriff's Deputy/County Agent.
25. **Responsibility of Claims.** Except for the Public Body's insurance obligations set forth in this Agreement, liability for acts or omissions of a Party remain with that Party and will not be transferred, assigned, or assumed by the other Party. Each Party will be responsible for its own acts or omissions and the acts or omissions of its employees or agents. OCSO shall not be responsible under any circumstance for the acts or omissions of the Public Body or Public Body Agents. Public Body shall have no right against OCSO for indemnification, contribution, subrogation, or any other right to be reimbursed by OCSO for any claim that arises out of the services performed under this Agreement. 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.
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 OCSO reserves to itself any rights and obligations relating to the provision of Law Enforcement Services and any ancillary 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, the Sheriff's Deputies, or County Agents. 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 County Agent, Sheriff's Deputy or any Sheriff's Deputy's agent, representative, or union.
27. **Term.** Subject to Section 29 (Resolutions Required), this Agreement will become effective at 12:00:00 A.M., January 1, 2025, and shall remain in effect until it expires without any further act or notice, at 11:59:59 P.M. on December 31, 2027. Upon the expiration of this Agreement, all further obligations of the OCSO to provide services to the Public Body 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 OCSO to provide services to the Public Body under the terms of this Agreement shall end. In the event that the Public Body terminates this Agreement or elects not to enter into a subsequent agreement because it decides to establish its own police department, the Public Body will consider for employment in its police department any Sheriff's Deputy who may be laid off by the OCSO as a result of this decision, but in no event will the Public Body 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 Public Body'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 Public Body's governing body, and shall also be filed with the office of the Clerk for the County and the Public Body. In addition, this Agreement and any subsequent amendments shall be filed with the Secretary of State for the State of Michigan by the OCSO, 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 Public Body wishes to enter into a new agreement for Law Enforcement Services upon the expiration of this Agreement, it will notify the OCSO, in writing, of this intent no later than July 31, 2027. This section does not obligate the OCSO or the Public Body 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: Section 1 (Definitions), Section 3 (No Warranty, Promise, or Guarantee), Section 12 (Public Body's Payment Obligations), Section 13 (Failure to Pay), Section 15 (OCSO is Sole and Exclusive Employer of Sheriff's Deputies), Section 16 (Terms and Conditions of Employment for Sheriff's Deputies), Section 22 (No Transfer, Delegation, or Assignment of Public Body's Duties), Section 24 (Allegations of Improper Conduct of Sheriff's Deputy), Section 25 (Responsibility of Claims), Section 26 (Reservation of Rights), Section 30 (New Agreement Required to Continue Law Enforcement Services Beyond Expiration Date), Section 31 (Survival of Terms and Conditions), Section 32 (Notices), Section 33 (Governing Law), Section 34 (Captions and Contract Language), Section 35 (Waiver), Section 36 (Binding Affect), Section 38 (Cumulative Remedies), Section 39 (Severability), and Section 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 Agreement 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 Agreement, 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 Public Body 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 Public Body's governing body following the procedures set forth in Section 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 all of the Agreement Documents, represents the entire agreement and understanding between the Parties regarding the OCSO's provision of Law Enforcement Services and other ancillary services to the Public Body. 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.

IN WITNESS WHEREOF, Bryan Barnett, Mayor of the **City of Rochester Hills**, hereby acknowledges that they have been authorized by a resolution of the Public Body's governing body (a certified copy of which is attached) to execute this Agreement on behalf of the Public Body and hereby accepts and binds the Public Body to the terms and conditions of this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

WITNESSES:

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

\_\_\_\_\_

BY: \_\_\_\_\_

**Bryan Barnett**  
Mayor

\_\_\_\_\_

BY: \_\_\_\_\_

**Leanne Scott**  
Clerk

IN WITNESS WHEREOF, DAVID T. WOODWARD, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners (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 \_\_\_\_\_, 2024.

WITNESS:

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

\_\_\_\_\_

BY: \_\_\_\_\_

DAVID T. WOODWARD  
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 \_\_\_\_\_, 2024.

WITNESS:

**OAKLAND COUNTY SHERIFF**, a Michigan  
Constitutional Officer

\_\_\_\_\_

BY: \_\_\_\_\_

MICHAEL J. BOUCHARD,  
Oakland County Sheriff

## EXHIBIT A

### SHERIFF'S DEPUTIES AND COUNTY AGENTS CONTRACTED FOR AND TO BE ASSIGNED TO PUBLIC BODY

Rank of Sheriff's Deputies/ County Agents Contracted	Number of Sheriff's Deputies/ County Agents Contracted	Annual Rate for each Sheriff's Deputy/ County Agent to Public Body in 2025	Annual Costs 2025	Annual Rate for each Sheriff's Deputy/ County Agent to Public Body in 2026	Annual Costs 2026	Annual Rate for each Sheriff's Deputy/ County Agent to Public Body in 2027*	Annual Costs 2027*
Major		\$266,154		\$290,374		\$316,798	
Captain	1	\$243,694	\$243,694	\$265,870	\$265,870	\$290,064	\$290,064
Lieutenant	2	\$218,932	\$437,864	\$238,855	\$477,710	\$260,591	\$521,182
Patrol Sergeant	6	\$197,156	\$1,182,936	\$215,097	\$1,290,582	\$234,671	\$1,408,026
Detective Sergeant	2	\$204,833	\$409,666	\$223,473	\$446,946	\$243,809	\$487,618
Deputy II (with fill)		\$204,460		\$223,066		\$243,365	
Deputy II (no-fill/no vehicle)	2	\$164,028	\$328,056	\$178,955	\$357,910	\$195,239	\$390,478
Deputy II (no-fill) Shared Vehicle	40	\$172,600	\$6,904,000	\$188,307	\$7,532,280	\$205,443	\$8,217,720
Deputy II (no-fill) Dedicated Marked Vehicle		\$187,116		\$204,144		\$222,721	
School Resource Officer – Marked Vehicle	4	\$187,116	\$748,464	\$204,144	\$816,576	\$222,721	\$890,884
Detective – Unmarked Vehicle	8	\$180,102	\$1,440,816	\$196,491	\$1,571,928	\$214,372	\$1,714,976
Sheriff Administrative Specialist	1	\$97,523	\$97,523	\$106,397	\$106,397	\$116,079	\$116,079
Financial Services Tech I	1	\$89,982	\$89,982	\$98,170	\$98,170	\$107,104	\$107,104
Building Front desk PTNE Deputies		\$29.32 per hour		\$31.99 per hour		\$34.90 per hour	
PTNE Office Support Clerk Senior		\$26.39 per hour		\$28.79 per hour		\$31.41 per hour	
<b>TOTAL</b>	<b>67</b>		<b>\$11,883,001</b>		<b>\$12,964,369</b>		<b>\$14,144,131</b>

**NOTE:** The OCSO 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.

PTNE (Part-Time Not Exempt) County Agents are billed on an hourly basis and will not exceed 1,000 hours annually. The PTNE County Agents' hours worked may vary.

\* 2027 Rates are subject to change based on CPI. Actual Rates to be determined by November 2025. CPI as provided by Michigan State Tax Commission.

**EXHIBIT B**

**HOLIDAY PAY**

Rank of Sheriff's Deputies/County Agents Contracted	<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>
Major	<u>INCLUDED</u>	<u>INCLUDED</u>	<u>NOT ELIGIBLE</u>	<u>NOT ELIGIBLE</u>	<u>NO</u>
Captain	<u>INCLUDED</u>	<u>INCLUDED</u>	<u>NOT ELIGIBLE</u>	<u>NOT ELIGIBLE</u>	<u>NO</u>
Lieutenant	<u>INCLUDED</u>	<u>OPTIONAL<sup>3</sup></u>	<u>NOT INCLUDED</u>	<u>NOT INCLUDED</u>	<u>YES</u>
Patrol Sergeant	<u>INCLUDED</u>	<u>OPTIONAL</u>	<u>NOT INCLUDED</u>	<u>NOT INCLUDED</u>	<u>YES</u>
Detective Sergeant	<u>INCLUDED</u>	<u>OPTIONAL</u>	<u>NOT INCLUDED</u>	<u>NOT INCLUDED</u>	<u>YES</u>
Deputy II (with fill)	<u>INCLUDED</u>	<u>INCLUDED</u>	<u>INCLUDED</u>	<u>INCLUDED</u>	<u>NO</u>
Deputy II (no-fill/no vehicle)	<u>INCLUDED</u>	<u>NOT INCLUDED</u>	<u>NOT INCLUDED</u>	<u>NOT INCLUDED</u>	<u>YES</u>
Deputy II (no-fill) Shared Vehicle	<u>INCLUDED</u>	<u>NOT INCLUDED</u>	<u>NOT INCLUDED</u>	<u>NOT INCLUDED</u>	<u>YES</u>
Deputy II (no-fill) Dedicated Marked Vehicle	<u>INCLUDED</u>	<u>NOT INCLUDED</u>	<u>NOT INCLUDED</u>	<u>NOT INCLUDED</u>	<u>YES</u>
School Resource Officer – Marked Vehicle	<u>INCLUDED</u>	<u>NOT INCLUDED</u>	<u>NOT INCLUDED</u>	<u>NOT INCLUDED</u>	<u>YES</u>
Detective – Unmarked Vehicle	<u>INCLUDED</u>	<u>NOT INCLUDED</u>	<u>NOT INCLUDED</u>	<u>NOT INCLUDED</u>	<u>YES</u>
Sheriff Administrative Specialist	<u>INCLUDED</u>	<u>NOT INCLUDED</u>	<u>NOT INCLUDED</u>	<u>NOT INCLUDED</u>	<u>YES</u>
Financial Services Tech I	<u>INCLUDED</u>	<u>NOT INCLUDED</u>	<u>NOT INCLUDED</u>	<u>NOT INCLUDED</u>	<u>YES</u>

**NOTE:** As used above, "INCLUDED" or "NOT INCLUDED" mean whether or not these costs are included in the monthly charges shown in **Exhibit A**

<sup>1</sup> Billed using the Regular Hourly Rate indicated in **Exhibit C**. "INCLUDED" is calculated using 5 paid leave days in lieu of 3 holidays. In December, communities with No-Fill Deputies will be charged for 2 days (16 hours) at the Regular Hourly Rate.

<sup>2</sup> Billed using the Overtime Hourly Rate indicated in Exhibit C.

<sup>3</sup> "OPTIONAL" means that it will depend on the OCSO's holiday schedule, the individual's work schedule, and the collective bargaining agreement.



**EXHIBIT C**

**OVERTIME**

Rank of Sheriff's Deputies Contracted	Regular Hourly Rate 2025	Overtime Hourly Rate 2025	Regular Hourly Rate 2026	Overtime Hourly Rate 2026	Regular Hourly Rate 2027*	Regular Hourly Rate 2027*
Major	NA	NA	NA	NA	NA	NA
Captain	NA	NA	NA	NA	NA	NA
Lieutenant	\$74.12	\$111.19	\$80.86	\$121.30	\$88.22	\$132.34
Patrol Sergeant	\$67.17	\$100.76	\$73.28	\$109.93	\$79.95	\$119.93
Detective Sergeant	\$67.17	\$100.76	\$73.28	\$109.93	\$79.95	\$119.93
Deputy II (with fill)	\$54.98	\$82.47	\$59.98	\$89.97	\$65.44	\$98.16
Deputy II (no-fill/no vehicle)	\$54.98	\$82.47	\$59.98	\$89.97	\$65.44	\$98.16
Deputy II (no-fill) Shared Vehicle	\$54.98	\$82.47	\$59.98	\$89.97	\$65.44	\$98.16
Deputy II (no-fill) Dedicated Marked Vehicle	\$54.98	\$82.47	\$59.98	\$89.97	\$65.44	\$98.16
School Resource Officer – Marked Vehicle	\$54.98	\$82.47	\$59.98	\$89.97	\$65.44	\$98.16
Detective – Unmarked Vehicle	\$54.98	\$82.47	\$59.98	\$89.97	\$65.44	\$98.16
Sheriff Administrative Specialist	\$46.89	\$70.33	\$51.15	\$76.73	\$55.81	\$83.71
Financial Services Tech I	\$43.26	\$64.89	\$47.20	\$70.80	\$51.49	\$77.24
Building Front Desk PTNE Deputies	\$29.32	\$43.98	\$31.99	\$47.98	\$34.90	\$52.35
PTNE Office Support Clerk Senior	\$26.39	\$39.58	\$28.79	\$43.18	\$31.41	\$47.11

\* 2027 Rates are subject to change based on CPI. Actual Rates to be determined by November 2025. CPI as provided by Michigan State Tax Commission.

**EXHIBIT D**

**CITY OF ROCHESTER HILLS REQUEST FOR SUPPLEMENTAL LAW ENFORCEMENT SERVICES**

TO: MICHAEL J. BOUCHARD, Oakland County Sheriff  
OAKLAND COUNTY SHERIFF'S OFFICE  
1200 N. Telegraph Road, Bldg. 38 East  
PONTIAC, MI 48341-1044  
Phone: (248)858-5001; Fax: (248)858-1806

FROM: NAME, Title (or designated representative)  
PUBLIC BODY  
ADDRESS CITY, MI Z I P  
Phone: (248) XXX-XXXX; FAX (248) XXX-XXXX

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The Public Body, pursuant to the **2025-2027 Law Enforcement Services Agreement** between the Public Body, the Sheriff, and Oakland County, requests that the Sheriff provide the numbers and ranks of Sheriff's Deputies for the periods of time indicated below, to provide supplemental Law Enforcement Services for the following:

SPECIAL EVENT DESCRIPTION: \_\_\_\_\_

DATE OF SPECIAL EVENT: \_\_\_\_\_

LOCATION: \_\_\_\_\_

DURATION OF REQUESTED DEPUTY SERVICES: Start \_\_\_\_\_ End \_\_\_\_\_

NUMBER(s) and RANK(s) of SHERIFF'S DEPUTIES requested:

Number(s) of SHERIFF'S DEPUTIES Requested	Rank(s) of SHERIFF'S DEPUTIES Requested	Rate

The Public body understands that it will be billed using the current overtime rate(s) set by OCSO for the deputies providing the supplemental Law Enforcements Services. The Public Body will pay the OCSO for all supplemental Law Enforcement Services that are provided. If the Public Body purchases or otherwise obtains a special event insurance policy or other similar insurance policy for the special event described above in this attachment form, the County of Oakland and OCSO, including County Agents, shall be named as additional insureds on the insurance policy. The undersigned acknowledges and affirms that he or she has been authorized by the [NAME OF PUBLIC BODY] to initiate this request and bind the [PUBLIC BODY] to reimburse Oakland County for the costs incurred in response to preparing to or assigning the above Number(s) and Rank(s) of Sheriff's Deputies to provide the requested Law Enforcement Services.

\_\_\_\_\_  
Name, Title  
(or designated representative) Date: \_\_\_\_\_

Reviewed and Approved by: \_\_\_\_\_ [ Captain] Date: \_\_\_\_\_

\_\_\_\_\_ Gaia Piir, Sheriff Fiscal Officer Date: \_\_\_\_\_