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STATE OF MICHIGAN
COUNTY OF OAKLAND

CHARTER TOWNSHIP OF INDEPENDENCE --
CITY OF THE VILLAGE OF CLARKSTON

INTERGOVERNMENTAL LAW ENFORCEMENT SERVICES AGREEMENT

AGREEMENT, by and between the Charter Township of Independence, a Michigan municipal corporation, whose address is 6483 Waldon Center Drive, Clarkston, Michigan 48346 ("Independence") and the City of the Village of Clarkston, a Michigan municipal corporation, whose address is 375 Depot Road, Clarkston, Michigan 48346 ("Clarkston").

RECITATIONS:

Clarkston is situated wholly within Independence, and Clarkston is desirous of providing law enforcement services, for persons and property located in the City, but is unable to maintain its current police department because of current financial conditions.

Independence currently contracts with Oakland County and the Oakland County Sheriff for the provision of law enforcement services within Independence Township under that certain "Oakland County Sheriff's Office 2010 Law Enforcement Services Agreement with the Charter Township of Independence," a copy of which has been attached hereto.

The Oakland County Sheriff and the OCSO have granted a waiver, dated 9-1, 2010, of Paragraph 7 of the County Contract, which waiver is for the purpose of allowing the Township to subcontract with Clarkston for purposes of utilizing and allowing Sheriff's Deputies, who are otherwise designated for patrol solely in Independence Township, to patrol and provide law enforcement services in Clarkston.

Independence is willing and able to provide, and Clarkston desires to subcontract for, law enforcement services for Clarkston through the County Contract as provided for in this Agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Besides the terms "Independence" and "Clarkston," which are defined above and are referred to herein together as the "parties," the parties agree that for all purposes, as used throughout this Agreement, the following terms and expressions whether used in the singular or plural, possessive or non-possessive, and/or either within or without quotation marks, shall be defined and interpreted as provided herein.

a. The term "County Contract" shall mean and include that certain "Oakland County Sheriff's Office 2010 Law Enforcement Services Agreement with the Charter Township of Independence," a copy of which has been attached hereto and incorporated herein by this reference, as well as any future amendments thereto and any and all future renewals

or new contracts between the OCSO and Independence for the provision of law enforcement services in Independence.

b. The term "law enforcement services" shall be defined and interpreted as the prevention and detection of crime and the enforcement of the general criminal laws of this state, as provided for by state statutes and Clarkston ordinances, including the writing of tickets for motor vehicle and traffic ordinance violations and laws of this state, and shall also include road patrol, crime detection, crime prevention, and criminal apprehension, as well as any necessary supervision of Sheriff's Deputies, or other circumstances involving public safety, a breach of peace, civil infractions, accidents or accidental injuries, and any related governmental law enforcement functions as authorized and/or mandated by law, as limited by and to the extent of the Number(s) and Rank(s) of Sheriff's Deputies contracted for or by Independence under the County Contract. The law enforcement services contemplated and to be provided under this Agreement are strictly limited to those governmental law enforcement services authorized by law and by the County Contract to be performed by the OCSO. Such services are non-exclusive to the extent that the Sheriff's Deputies performing services under this Agreement shall simultaneously continue to provide such services to Independence pursuant to the County Contract.

c. The terms "Oakland County Sheriff's Office," "OCSO," "Sheriff," "Sheriff's Deputy," "County," and "County Official," shall carry the same definition, meaning and interpretation as set forth in the County Contract, attached hereto, and which definitions are incorporated herein and made a part hereof by this reference.

d. The term "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.

2. Commencing on September 3, 2010, at 11:00 p.m., and for the term of this Agreement, Independence shall, by and through those Sheriff's Deputies assigned to Independence under a County Contract, furnish law enforcement services to Clarkston, to the best of its ability, subject to and in accordance with the terms and provisions of this Agreement and the terms and provisions of the County Contract applicable at the time of providing such services.

3. In consideration for providing law enforcement services, Clarkston shall pay to Independence an annual amount determined by the formula of multiplying the number of mills Independence assesses its citizens under its Police Millage, times the Taxable Value of all property assessed in Clarkston for real property taxation purposes as of January 1 of each year. Independence shall annually advise Clarkston of the number of mills assessed. Payments under this Agreement shall be due and paid by Clarkston on a quarterly basis as follows: March 31, June 30, September 30, and December 31 of each year. The first quarterly payment under this Agreement shall be due and paid on or before September 30, 2010. If all or any portion of any payment under this Agreement is not made within 30 days of its due date, a fee in the amount of 5.0% of the unpaid amount (such fee being referred to herein as the "late fee") shall be added to

the amount due and owing at that time and an additional late fee shall thereafter be added for each subsequent 30 day period that any portion of the quarterly payment plus accumulated late fees remains unpaid.

4. Under the terms of this Agreement, those Sheriff's Deputies assigned to Independence pursuant to the County Contract shall provide law enforcement services in both Independence and Clarkston. It is understood and acknowledged that no Sheriff's Deputies will be added to the Independence substation for purposes of this Agreement, but, instead, the existing numbers and ranks of Sheriff's Deputies shall simply expand the scope of their patrols and duties to include providing law enforcement services to Clarkston. It is further acknowledged and understood, that the Sheriff retains the right to consolidate the assigned shifts of Sheriff's Deputies in order to concentrate law enforcement efforts to meet particular law enforcement priorities and needs, and the Sheriff shall assign shifts to Sheriff's Deputies contracted for under County Contract so as to provide the broadest possible coverage of law enforcement services to Independence, which under this Agreement shall include such services to Clarkston.

5. Clarkston agrees that the Sheriff shall assign Sheriff's Deputies, in such number(s) and rank(s) as provided for in the County Contract, to perform any and all law enforcement services contemplated in this Agreement within the corporate limits of Clarkston and Independence. Law enforcement services, as defined above, shall not include police related "support services," such as Marine Division, Arson Investigation, Detective and Crime Lab services, which the Oakland County Sheriff's Department now provides on a county-wide basis. Nevertheless, such additional "support services" shall continue to be made available, at no additional cost to Clarkston, to the same extent that the OCSO continues to make such law enforcement "support services" available, at no additional charge, to all other communities within Oakland County.

a. Clarkston acknowledges that, except as provided for under the terms of this Agreement and the County Contract, the Sheriff has only limited responsibility for law enforcement services in Clarkston and is not otherwise required, except as provided herein, to assign any specific or additional number(s) or rank(s) of Sheriff's Deputies to provide law enforcement services to Clarkston.

b. Notwithstanding any other provision in this Agreement, this Agreement shall not be interpreted to include any warranty, promise or guarantee, either express or implied, or of any kind or nature whatsoever, in favor of Clarkston and/or any other person or Clarkston resident that the provision of law enforcement services under this Agreement will result in any specific reduction or prevention of criminal activity within Clarkston or any other performance based outcome.

c. Clarkston acknowledges that neither Independence nor the OCSO is required to increase the number of Sheriff's Deputies assigned to the Independence Substation for purposes of this Agreement.

6. Independence and Clarkston agree that the sole and exclusive purpose of this Agreement is to provide law enforcement services in and for Clarkston to the extent and in the manner provided in this Agreement. Except as otherwise expressly provided for in this Agreement,

Clarkston agrees that this Agreement does not, and is not intended to, create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit, and/or special right to OCSO's law enforcement services in favor of or to the benefit of any particular person(s) beyond the OCSO's and/or any Sheriff's Deputy's law enforcement officer duty, as established under existing law, to the general public. Clarkston shall not have the right under this Agreement to assign, delegate, or otherwise, transfer, promise, commit, or lend any law enforcement services, duties or obligations to any other public or private person, corporation, entity or organization of any kind.

7. The Sheriff's Deputies shall continue to operate out of the existing Independence substation. No separate substation shall be offered or provided by or in Clarkston. Independence shall be responsible for the provision of the substation facilities in accordance with the terms of the County Contract.

8. Copies of Clarkston's ordinances and any stationary, notices, forms, Clarkston ordinance appearance tickets, etc. which are required to bear the name of Clarkston, shall be supplied to the OCSO by Clarkston at Clarkston's sole cost and expense.

9. Except as expressly provided for in this Agreement, Clarkston agrees that this Agreement does not, and is not intended to, transfer, delegate, or assign to Independence, the County, the Sheriff, and/or any Sheriff's Deputy any civil or legal responsibility, obligation, duty of care, or liability associated with any governmental function delegated and/or entrusted to Clarkston under existing law.

10. 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 work or assignments, and no Sheriff's Deputy shall be otherwise employed or utilized, in any manner or capacity, by Clarkston.

11. In the event of any questions or concerns with respect to the law enforcement services provided to Clarkston under this Agreement, Clarkston, through its City Manager, shall communicate such concerns and questions to the Independence Supervisor, and visa versa. Clarkston shall not 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 duty or obligation under the terms of this Agreement.

12. Clarkston agrees to promptly notify and/or provide the Sheriff with any information that may come to its knowledge or possession regarding any act contrary to the terms and conditions of this Agreement, or any other questionable acts or omissions, or any allegation of same by any Sheriff's Deputy. Clarkston also agrees that it shall promptly deliver to the Sheriff written notice and copies of any complaint(s), charge(s), or any other accusation(s) or allegation(s) of wrongdoing, whether civil or criminal in nature, which Clarkston becomes aware of regarding any Sheriff's Deputy. Clarkston agrees to cooperate with the OCSO in any investigation conducted by the Sheriff into the character or fitness of any Sheriff's Deputy.

13. The term of this Agreement shall be from the date of commencement of law enforcement services as set forth in Paragraph 2, above, and shall remain in effect until the County Contract expires or terminates by its terms or otherwise. In the event the County Contract expires or terminates by its terms and a renewal or new County Contract is entered into for the continuation of law enforcement services in Independence, this Agreement shall, unless otherwise terminated by either party, be automatically extended for the term of such renewal or new County Contract, and shall be subsequently extended in the same manner thereafter in the event of additional future renewals or new County Contracts for such services for the term of same. With each such automatic extension of this Agreement, Independence shall provide to Clarkston a copy of the renewal or new County Contract and the parties agree that the County Contract attached hereto at the time shall be replaced with the renewal or new County Contract that triggered the automatic extension, and such replacement County Contract shall be and is hereby automatically incorporated herein and made a part of this Agreement without further action by either of the parties.

14. Either Independence or Clarkston may terminate this Agreement as follows: (a) in the event Independence's Police Millage will expire or has expired without a renewal of said millage approved by the voters prior to such expiration, upon at least thirty (30) days advanced written notice from Independence to Clarkston; (b) in the event the OCSO or Sheriff ceases providing law enforcement services in Independence for any reason, concurrently with the date of such cessation of law enforcement services; (c) in the event of non-payment, upon at least thirty (30) days advanced written notice from Independence to Clarkston; (d) without cause by Independence, upon at least six (6) months advanced written notice to Clarkston; or (e) without cause by Clarkston, provided advanced written notice is delivered to Independence on or before June 1 prior to the effective date of the termination and the effective date of the termination shall not be until January 1 following said notice. Upon termination this Agreement shall end and the parties shall then be discharged of all liabilities under this Agreement, except those which have accrued prior to the termination date.

15. This Agreement is neither intended, nor shall it be interpreted, to create, change, modify, supplement, supersede, or otherwise affect or control, in any manner or at any time, the terms or conditions of the County Contract. Clarkston has received and reviewed the current County Contract, a copy of which is attached hereto, and accepts and acknowledges that it shall undertake no act nor make any omission that would result in a violation, breach, termination, default, obfuscation, limitation or reduction of the terms, provisions and/or requirements of that County Contract or any future County Contract, as defined in this Agreement, and/or Independence's obligations and benefits under said County Contract, with the sole exception being the provision to Clarkston of law enforcement services by Sheriff's Deputies assigned to the Independence substation.

16. It is understood and agreed that the Sheriff and the County reserve to themselves any rights and obligations relating to the provision of any and all police and/or governmental law enforcement services. This Agreement does not, and is not intended to, diminish, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, capacity or immunity of the parties hereto or any of the officers or employees of

the parties hereto. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either party.

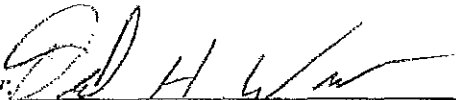
17. Each party shall be responsible for any Claims made against that party and for the acts of its employees and officials. In any Claims that may arise from the performance of this Agreement, each party shall seek its own legal representation and bear the costs associated with such representation including any attorney fees. Except as otherwise provided in this Agreement, neither party shall have any right under any legal principle (including legal, equitable or implied indemnification; contribution; or subrogation) to be indemnified or reimbursed by the other party or any of its employees or officials in connection with any Claim.

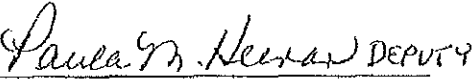
18. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced, and governed under the laws of the State of Michigan. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not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

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

20. To the extent permitted by the County Contract and by law, this Agreement shall be binding upon Clarkston and Independence, and upon their successors and assigns, and all persons acting by, through, under, or in concert with any of them.

CHARTER TOWNSHIP OF
INDEPENDENCE, a Michigan
corporation

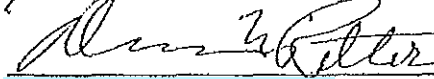
By: 
David H. Wagner, Supervisor

By:  DEPUTY
Shelagh VanderVeen, Clerk CLERK

Dated: 9-1-2010

CITY OF THE VILLAGE OF
CLARKSTON, a Michigan municipal
corporation

By: 
Stephen Arkwright, Mayor

By: 
Dennis Ritter, City Manager

Dated: September 1, 2010

ATTACHMENT OF COUNTY CONTRACT

OAKLAND COUNTY SHERIFF'S OFFICE
2010 LAW ENFORCEMENT SERVICES AGREEMENT WITH
CHARTER TOWNSHIP OF INDEPENDENCE

Amendment 1


Pursuant to paragraph 20 of the 2010 Law Enforcement Services Agreement between the COUNTY and the CHARTER TOWNSHIP OF INDEPENDENCE, the parties hereby agree to amend said contract in accordance with the attached Schedule A.

All other contractual provisions, of the 2010 Law Enforcement Services Agreement not otherwise affected by the attached Schedule A, remain in full force and effect.

FOR AND IN CONSIDERATION of the mutual assurances, promises, acknowledgments, set forth in this Amendment 1 to the 2010 Law Enforcement Services Agreement, ("Amendment") and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby execute this Amendment on behalf of the Parties, and by doing so legally obligate and bind the Parties to the terms and conditions of this Contract.

IN WITNESS WHEREOF, David Wagner, Supervisor of the Charter Township of Independence, hereby acknowledges that she has been authorized by a resolution of the Township Board, to execute this Amendment on behalf of the Municipality and hereby accepts and binds the Municipality to the terms and conditions of this Amendment.

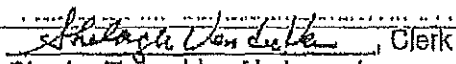
EXECUTED:


David Wagner, Supervisor

DATE:

1-5-10

WITNESSED:


Stephanie Van Coten, Clerk
Charter Township of Independence

DATE:

1-5-10

IN WITNESS WHEREOF, Bill Bullard, Jr., Chairperson, Oakland County Board of Commissioners hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners, to execute this Amendment on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Amendment.

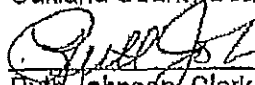
EXECUTED:


Bill Bullard, Jr., Chairperson
Oakland County Board of Commissioners

DATE:

1/20/10

WITNESSED:


Ruth Johnson, Clerk
County of Oakland

DATE:

1/20/10

COUNTY OF OAKLAND
OFFICE OF THE SHERIFF
MICHAEL J. BOUCHARD



August 20, 2010

Mr Dennis Ritter
City Manager
City of the Village of Clarkston
375 Depot
Clarkston, Michigan 48346-1418

Dear Mr Ritter;

Please be advised that I have received the email dated August 17, 2010 directed to your office from the Mayor and City Council asking for clarification and assurances of services that will be provided to the city by the Oakland County Sheriff's Office, Independence substation should a contract between the City and the Township be executed.

As the substation commander, I have been authorized by the Sheriff's Office and the Supervisor of Independence Township to offer these assurances. We intend to provide the City with all the police services available to Independence Township without additional cost. This includes neighborhood and business patrols, individual business and house checks (such as vacation checks) as requested, traffic enforcement (including commercial vehicle enforcement), enforcement of Michigan laws, Oakland County ordinances, and City ordinances as provided (including parking enforcement), park and beach patrols, and the assignment of deputies for traffic control, crowd control, and security at special events authorized or endorsed by the City. This list is certainly non-inclusive. We fully expect to provide at no cost beyond those included in the contract between the City of the Village of Clarkston and the Township of Independence all services normally expected from your primary law enforcement agency. It is our expectation that we will strive to communicate and work with city government, local businesses, and civic organizations to assist them in any "extraordinary" problems, projects, and events as they occur without additional expense to the City.

Please accept and extend to the Council my offer to meet and discuss any specific concerns or requests regarding services we would expect to provide and any extraordinary requests you might have for services at your convenience.

Respectfully;


Lieutenant Dale LaBair