

ENHANCED PUBLIC SAFETY AGREEMENT

Lake Orion Downtown Development Authority

and

Village of Lake Orion

This Agreement is entered into this _____ day of _____, 2025 between the **Village of Lake Orion**, a Michigan municipal corporation, whose address is 21 E Church Street, Lake Orion, Michigan 48362 (hereafter "Village"), and the **Lake Orion Downtown Development Authority** whose address is 118 N. Broadway St., Lake Orion MI 48362 (hereafter "DDA").

RECITALS

WHEREAS, the Village of Lake Orion ("Village") is responsible for providing municipal policing services to ensure public safety within its jurisdictional boundaries, including the Downtown Development District; and

WHEREAS, the Lake Orion Downtown Development Authority ("DDA") desires to enhance public safety and support economic vitality within the Downtown Development District by contracting with the Village for enhanced police services in addition to the Village's standard policing obligations; and

WHEREAS, the Village agrees to continue to provide general policing services to the entire Village, and the DDA agrees to fund the cost of the additional, enhanced police services within the Downtown Development District as set forth in this Agreement;

WHEREAS, the Village agrees to continue to provide general code enforcement services to the entire Village, and the DDA agrees to fund the cost of the additional, enhanced code enforcement services within the Downtown Development District as set forth in this Agreement;

IT IS AGREED AS FOLLOWS:

1. **SERVICES TO BE PROVIDED** – The Village Police Department shall provide to the DDA, in addition to all general policing services performed within and for the Village, the following specific services:

- A. **Enhanced Public Safety Services:** The Village and the DDA will jointly fund the position of the DDA-designated officer as follows: An additional sworn officer will be assigned primarily to provide enhanced patrol and public safety services within the DDA boundaries. While Village-wide public safety needs may occasionally require temporary reassignment, the officer's principal duties will focus on the DDA area, including proactive patrols, community engagement, event support, and code enforcement assistance.

Enhanced Services shall include:

- Routine foot and vehicular patrols focused on high-traffic DDA areas during peak hours, particularly evenings and weekends.
- Focused visibility in pedestrian-heavy zones to deter nuisance behavior, address quality-of-life concerns, and provide a sense of safety for visitors, patrons, and business owners.
- Proactive outreach and routine contact with downtown business owners, managers, and employees to foster relationships, discuss concerns, and collaboratively identify solutions.
- After-hours door checks and perimeter walkthroughs to ensure business premises are secure.
- Parking enforcement related to on street and public lot parking to deter and address overnight parking violations in public spaces.
- Additional patrol coverage during post-event periods to address elevated activity in bars, restaurants, and pedestrian areas following parades, festivals, carnivals, or other events.
- Monitoring for disorderly conduct, public intoxication, traffic safety, and crowd management after special events conclude.
- Documentation and referral to Code Enforcement of observed ordinance violations related to signage, property maintenance, or other infractions.
- Participation in meetings with the DDA and Village staff to report trends, address recurring issues, and align safety initiatives with community priorities.

The Police Chief shall provide the DDA with a monthly report summarizing overall police officer activity within the DDA zone, including a general overview of services provided, incidents addressed, and proactive police services conducted. This report shall serve as supporting documentation for monthly invoices of enhanced services.

- B. The Village and the DDA will jointly fund a Full-Time Code Enforcement Officer whose primary responsibility will be to provide enhanced code enforcement services within the DDA boundaries. While the officer may address Village-wide code issues, their primary focus will be on the DDA area.

Enhanced Services shall include:

- Proactive enforcement of applicable ordinances with a focus on education and compliance rather than punitive action.
- Real-time inclusion of the DDA in code enforcement notifications, allowing for timely collaboration among the DDA, Code Enforcement, and property owners to resolve issues effectively.

- Regular coordination with businesses and property owners to promote a welcoming and well-maintained downtown environment, helping individuals understand requirements and offering assistance in achieving compliance.
- Bi-weekly coordination meetings with DDA executive staff and the Police Chief to provide updates on enforcement trends and align strategies impacting the DDA.
- Attendance at Lo-Down community meetings to present recurring code issues using accessible formats (e.g., PowerPoints) and to engage directly with community members.
- Participation in DDA board meetings as needed to provide updates, solicit feedback, and coordinate enforcement efforts.
- Proactive community outreach to foster strong relationships with DDA stakeholders and promote ordinance awareness and voluntary compliance.
- Assistance in developing programs and initiatives supporting property maintenance, beautification, and public safety goals aligned with the DDA's mission.
- Quarterly walk-throughs of the DDA district with DDA and Village staff to identify and address issues collaboratively.
- Establishment of a dedicated email contact for the DDA, allowing for direct communication with the Code Enforcement Officer to promptly address concerns and coordinate responses.

The Police Chief shall provide the DDA with a monthly report summarizing code enforcement activity within the DDA District. In addition to the monthly report, the DDA shall be promptly notified of relevant code infractions issued within the district. This notice shall include sufficient details to inform both the DDA and the affected property owner or complainant of the nature of the violation, along with available options for resolution, compliance guidance, and the opportunity to cure the issue. This collaborative approach is intended to support transparency, facilitate timely resolution, and promote voluntary compliance.

2. PERSONNEL – The Village, through its Police Chief shall employ and supervise all personnel which are necessary for the Village Police Department in the performance of its duties and functions under this Agreement. The DDA shall not be liable for the direct payment of any salaries, wages, or other compensation to any police personnel, and the DDA does hereby disclaim any liability in that regard, unless it has failed to make payment to the Village for the services rendered, except as otherwise specifically stated herein. In the event that the DDA fails to make timely payment to the Village for services rendered, the DDA shall remain obliged for all sums due and owing under the provisions of this agreement and payment by the Village for Police Department services shall not act as either an expressed or an implied waiver relative to the obligations for payment of said compensation by the DDA.

The Village shall have the responsibility for hiring, terminating, discharging, disciplining,

supervising and paying for any and all personnel as are required to provide the services under this agreement.

3. **EQUIPMENT AND TRAINING** – The Village Police Department shall be responsible for providing all necessary training for personnel assigned to enhanced services under this Agreement, for police officers and code enforcement officers. The Village shall also be responsible for the maintenance, replacement, and operational readiness of all Village-owned equipment used in the provision of these services. This includes, but is not limited to, police vehicles, uniforms, firearms, duty gear, software programs, radio equipment, bullet-resistant vests, and conducted energy weapons (e.g., Tasers).

All costs associated with the training, equipment, and operational readiness of personnel providing enhanced services within the DDA District are deemed ancillary costs and are included in the total fixed contract amount. No additional or separate charges shall be billed to the DDA for these purposes.

4. **INSURANCE** – The Village shall be responsible for the maintenance of all insurance for the protection of the Village Police Department equipment and personnel, as well as liability. Any insurance policy wherein the DDA or Village is named as insured and wherein coverage is for the Village Police Department function described in this Agreement, including but not limited to insurance for police vehicles, general liability, police professional, umbrella liability, insurance for acts or omissions of Village Police Officers, the Village may include the DDA and its Officials as an additional insured on such policies of insurance. The DDA has the right to examine all insurance policies pertaining to police work on an annual basis.

5. **COST OF SERVICES** – The cost of services provided under this agreement, which shall be funded by the Lake Orion Downtown Development Authority, shall be based upon the following:

As to Enhanced Public Safety Services articulated in this Agreement, the DDA agrees to pay the Village a flat monthly fee, for a total annual contract amount of **\$85,000**. This amount is fixed for the term of the Agreement and covers all personnel time, resources, and ancillary costs associated with the delivery of services. No overtime or any additional charges shall apply.

- The Village of Lake Orion shall assign one (1) full-time Police Officer whose primary responsibility will be to provide enhanced public safety services within the Downtown Development Authority (DDA) District. This officer shall be assigned to perform approximately 2,080 hours of service annually, consistent with a full-time employee schedule. This total includes any accrued time off (e.g., vacation, sick leave, or other approved absences), as defined in the POAM contract and no additional personnel will be provided to backfill during such absences.

- While this officer's primary assignment will be within the DDA district, the Village reserves the right to reassign the officer to other areas within the Village as operational needs require.
- The DDA shall reimburse the Village for eighty percent (80%) of the salary, benefits, and ancillary costs associated with the dedicated officer, reflecting the officer's primary presence and service within the DDA.
- The Village shall be responsible for the remaining twenty percent (20%) of the salary, benefits, and ancillary costs, accounting for occasional reassignment throughout the Village.
- Additional Police Department personnel may also contribute to the delivery of enhanced public safety services within the DDA, and such support is included in the total cost for enhanced services outlined in this Agreement.

As to Enhanced Code Enforcement Services articulated in this Agreement, the DDA agrees to pay the Village a flat monthly fee, for a total annual contract amount of **\$17,000**. This amount is fixed for the term of the Agreement and covers all personnel time, resources, and ancillary costs associated with the delivery of services. No overtime or any additional charges shall apply.

- The Village of Lake Orion shall assign one (1) full-time Code Enforcement Officer whose primary responsibility will be to provide enhanced code enforcement services within the Downtown Development Authority (DDA) District. This officer shall be assigned to perform approximately 2,080 hours of service annually, consistent with a full-time employee schedule. This total includes any accrued time off (e.g., vacation, sick leave, or other approved absences), as defined in the POAM contract and no additional personnel will be provided to backfill during such absences.
- While the officer's primary focus will be within the DDA boundaries, the Village may reassign the officer as needed to support code enforcement throughout the Village to ensure consistent, equitable enforcement.
- The DDA shall reimburse the Village for thirty percent (30%) of the salary, benefits, and ancillary costs associated with the assigned officer, reflecting the officer's substantial presence and duties within the DDA.
- The Village shall be responsible for the remaining seventy percent (70%) of the salary, benefits, and ancillary costs, reflecting the officer's additional responsibilities Village-wide.
- This shared cost model ensures accountability while supporting the mutual interests of the DDA and the Village in maintaining a well-managed, business-friendly downtown

environment.

- Additional Code Enforcement personnel may also contribute to the delivery of enhanced code enforcement services within the DDA, and such support is included in the total cost for enhanced services outlined in this Agreement.

6. **PAYMENT** – The DDA shall pay monthly payments by the end of the calendar month based upon the amount determined under Section 5 above.

7. **DURATION OF AGREEMENT** – This Agreement shall become effective on July 1, 2025, and shall continue in effect through June 31, 2026. However, either party may withdraw from this Agreement by giving sixty (60) days written notice to the other party.

8. **DISPUTE RESOLUTION** – The Village Police Chief shall be responsible for the administration of this agreement and shall make every effort to resolve any differences or disagreements that may arise hereunder with the DDA. Recommendations for any changes or amendments to this Agreement may be made by the Downtown Development Authority Executive Director, the Village Manager, or the Chief of Police, subject to approval by the Village Council and DDA Board of Directors.

9. **COST RECOVERY** – All monies collected for fines, costs, and judgments for violations of local ordinances and state statutes shall be retained by the Village of Lake Orion. Such revenues shall not be credited toward or offset against the contract amount specified in this Agreement. As part of this contract, the Lake Orion Police Department will provide fully redacted reports related to incidents involving property damage to DDA owned property, including any insurance information when available, at no extra cost. These reports will be sent within seven (7) business days after the incident. The Police Department will also assist the DDA in the cost recovery process when appropriate, including providing documentation necessary for insurance or restitution claims.

10. **AMENDMENT** – This agreement may be amended by the parties, only in writing and signed by all parties.

IN WITNESS, the parties have executed this Agreement this ____ day of _____, 2025.

VILLAGE OF LAKE ORION, a
Michigan Municipal Corporation

LAKE ORION DOWNTOWN
DEVELOPMENT AUTHORITY (DDA)

BY: _____
Darwin McClary
Village Manager

BY: _____
Debbie Burgess
Chairperson

