

STATE OF MICHIGAN  
COUNTY OF OAKLAND

CHARTER TOWNSHIP OF ORION AND VILLAGE OF LAKE ORION  
INTERGOVERNMENTAL LAW ENFORCEMENT SERVICES CONTRACT

**AGREEMENT**, by and between the Charter Township of Orion, a Michigan municipal corporation, whose address is 2323 Joslyn Road, Lake Orion, Michigan 48360 ("Orion") and the Village of Lake Orion, a Michigan municipal corporation, whose address is 21 East Church Street, Lake Orion, Michigan 48362 ("Lake Orion").

**RECITATIONS:**

**WHEREAS**, Lake Orion is situated wholly within Orion, and Lake Orion is desirous of providing law enforcement services, for persons and property located in the Village, but is temporarily unable to maintain its current police department because of current staffing issues; and

**WHEREAS**, Orion currently contracts with Oakland County and the Oakland County Sheriff's Office (OCSO) for the provision of law enforcement services within Orion Township; and

**WHEREAS**, Orion is willing and able to provide, and Lake Orion is desirous for, law enforcement services for Lake Orion on a temporary basis as provided for in this Agreement.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Besides the terms "Orion" and "Lake Orion," 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 Law Enforcement Services Agreement with the Charter Township of Orion," 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 Orion for the provision of law enforcement services in Orion.
- 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 Lake Orion 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 Orion 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 Orion 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 Sunday, December 3, 2023, at 7:00 A.M., and for the term of this Agreement, Orion shall, by and through those Sheriff's Deputies assigned to Orion under a County Contract, furnish law enforcement services to Lake Orion, 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. Specifically, Orion shall provide two (2) eight-hour shifts of coverage during afternoon and midnight shifts from 3:00 P.M. until 7:00 A.M. Monday through Friday and three (3) eight-hour shifts of coverage on Saturdays and Sundays. Lake Orion Police Department will provide one (1) eight-hour shift of coverage from 7:00 A.M. until 3:00 P.M. Monday through Friday. The Lake Orion Police Department may request additional coverage from Orion if needed due to staffing constraints. Should the Lake Orion Police require added coverage, said representative of Lake Orion Police shall call the Oakland County Sheriff's Command desk as well as the Orion Township Substation Commander in a reasonable amount of time to assure coverage is available. The Lake Orion Police Department, with the approval of the Village Manager, may request a reduction or cessation in coverage from Orion at any time with reasonable notice to Orion as Lake Orion Police Department increases its own workforce. This Agreement can be terminated at any time by either party with or without cause in writing with fourteen (14) days' notice of termination.

3. In consideration for providing law enforcement services, Lake Orion shall pay to Orion an amount equivalent to the overtime rate of the rank of Deputy II (as based on the regular rate set forth in Attachment A) for services rendered to Lake Orion, this includes all law enforcement services provided to Lake Orion during the duration of the Agreement, Lake Orion is responsible for any legal fees accrued with this Agreement. Payments will be due on the 1<sup>st</sup> of each month. 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. Orion shall invoice Lake Orion monthly for all such costs.

4. Under the terms of this Agreement, those Sheriff's Deputies assigned to Orion pursuant to the County Contract shall provide law enforcement services in both Orion and Lake Orion. It is understood and acknowledged that ~~no~~ deputies will be hired on overtime from the Orion Township Substation for purposes of this agreement. 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.

5. Lake Orion 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 Lake Orion and Orion. 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 Lake Orion, 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. Lake Orion 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 Lake Orion 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 Lake Orion.

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 Lake Orion and/or any other person or Lake Orion resident that the provision of law enforcement services under this Agreement will result in any specific reduction or prevention of criminal activity within Lake Orion or any other performance based outcome.

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

6. Orion and Lake Orion agree that the sole and exclusive purpose of this Agreement is to provide temporary law enforcement services in and for Lake Orion to the extent and in the manner provided in this Agreement. Except as otherwise expressly provided for in this agreement, Lake Orion 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. Lake Orion 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 Orion substation. No separate substation shall be offered or provided by or in Lake Orion. Orion shall be responsible for the provision of the substation facilities in accordance with the terms of the County Contract.

8. At the discretion of Oakland County Sherriff Department and as allowed by law, appearance tickets or any other violation will be written in accordance with the applicable Lake Orion ordinances, Orion ordinances or State law. For purposes of this temporary agreement, Oakland County Sherriff Deputies will not be required to issue any ticket, appearance ticket or other violation under Lake Orion ordinances, unless mutually agreed between the parties. Rather, Oakland Sherriff Deputies shall issue tickets and all other violations under the applicable ordinances or statutes at their discretion and as allowed by law. Any administrative cost, court or prosecution costs associated with the violations or tickets issued under Lake Orion ordinances will be the responsibility of Lake Orion.

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

10. Except as expressly provided for in this Agreement, Lake Orion agrees that this Agreement does not, and is not to, transfer, delegate, or assign to Orion, 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 Lake Orion under existing law.

11. 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 and 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 Lake Orion.

12. In the event of any questions or concerns with respect to the law enforcement services provided to Lake Orion under this Agreement, Lake Orion, through its Village Manager, shall communicate such concerns and questions to the Orion Supervisor, and visa versa. Lake Orion shall not provide, furnish, or assign any Sheriff's Deputy 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.

13. Lake Orion 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. Lake Orion 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 Lake Orion becomes aware of regarding any Sheriff's Deputy. Lake Orion agrees to cooperate with OCSO in any investigation conducted by the Sheriff into the character or fitness of any Sheriff's Deputy.

14. 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 Sunday, March 3, 2024, at 10:59 P.M. unless extended by written mutual agreement of the parties for additional thirty (30) day periods or until the County Contract expires or terminates by its terms or otherwise, whichever occurs first. 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 Orion, this Agreement shall, unless otherwise terminated by either party as stated in Paragraph 2, be extended under the terms of this Agreement, and shall be subsequently extended in the same manner thereafter in the event of additional future renewals or new County Contracts for such services. With each such extension of this Agreement, Orion shall provide to Lake Orion 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, 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.

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. Lake Orion 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 Orion's obligations and benefits under said County Contract, with the sole exception being the provision to Lake Orion of law enforcement services by Sheriff's Deputies assigned to the Orion 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 express 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 Lake Orion and Orion, and upon their successors and assigns: and all persons acting by, through, under, or in concert with any of them.

CHARTER TOWNSHIP OF ORION,  
a Michigan Municipal Corporation

THE VILLAGE OF LAKE ORION,  
a Michigan Municipal Corporation

\_\_\_\_\_  
Chris Barnett, Township Supervisor

  
\_\_\_\_\_  
Darwin D. P. McClary, Village Manager

\_\_\_\_\_  
Penny Shults, Township Clerk

\_\_\_\_\_  
Susan Galeczka, Village Clerk

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

# Attachment A

	<u>2022</u>	<u>2023</u>	<u>2024</u>
Lieutenant	\$96.89	\$98.83	\$100.81
Sergeant	\$87.94	\$89.70	\$91.49
Deputy II	\$75.60	\$77.09	\$78.62
Deputy I	\$68.53	\$69.90	\$71.30