

JOELLEN SHORTLEY
jshortley@rsjalaw.com

27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

April 10, 2024

Deputy Police Chief Scott Baetens
Novi Police Department
45125 W. Ten Mile Road
Novi, MI 48375

RE: OAK-TAC Interlocal Agreement

Dear Deputy Chief Baetens:

You asked us to review the updated agreement between several communities in the area regarding the Oakland County Tactical Training Consortium (OAK-TAC). The original agreement was entered into in 2012. The new agreement replaces the previous one.

As you know, it relates only to the pooling of resources for tactical training. The agreement provides for the purposes and objectives of OAK-TAC, the powers of the Board of Directors and membership. The Bylaws are included with the agreement. The original agreement did not have a funding obligation for the City of Novi with respect to OAK-TAC. The proposed agreement establishes annual dues for members. Different rates will be set for non-voting and voting members. The rates are to be set and approved upon a 2/3 vote of the voting members. Voting members are defined as a member that is a law enforcement agency. Since the City of Novi will be a voting member, you may wish to inquire as to the amount of dues that will be proposed for voting members. Under the agreement, the Board of Directors shall decide the allocation of OAK-TAC funds.

With regard to termination of the agreement, any member can withdraw within thirty days' notice, with or without cause. Automatic termination occurs if there is only one remaining member or if there is a unanimous vote of all members. If there are any assets upon termination, they are equitably distributed between members as determined by the Board.

Regarding liability, each member is responsible for any disability and workers' compensation benefits, including derivative benefits, dependent benefits or other benefits related to disability and workers' compensation, for its own employees. Each member is responsible for any claims made against the member by a third-party, and for its own acts and the acts of its employees, agents, and subcontractors arising under or related to this agreement. We usually ask to have the liability for subcontractors removed from agreements. However, this agreement has apparently already been approved by Oakland County and you have assured me that only police officers will be participating in OAK-TAC trainings and collaborations on behalf of the City.

Most importantly, there is no requirement for indemnification and no waiver of governmental immunity. Each member is required to have adequate insurance or self-insurance coverage to

protect it from any claims related to the agreement and participation in OAK-TAC. The City is not required to provide proof of insurance to the OAK-TAC Board as in the prior agreement.

Based upon the foregoing, and the limited nature of the agreement, we see no legal impediment to the City entering into this arrangement with these other area communities.

If you have any questions regarding the above, please do not hesitate to call.

Sincerely,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

Joellen Shortley

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cc: Victor Cardenas, City Manager
Erick Zinser, Director of Public Safety
Cortney Hansen, City Clerk
Thomas Schultz, City Attorney