



OAKLAND COUNTY CLERK/REGISTER OF DEEDS

WWW.OAKGOV.COM/CLERKROD
ELECTIONS DIVISION

LISA BROWN
COUNTY CLERK/REGISTER OF DEEDS

JOSEPH J. ROZELL, CERA
DIRECTOR OF ELECTIONS

July 24, 2019

Michigan Department of State
Office of the Great Seal
Richard H. Austin Building, 1st Floor
430 W. Allegan
Lansing, MI 48918

Dear Office of the Great Seal:

On May 23, 2019 the Board of Commissioners for Oakland County entered into an agreement per MR #19179 – Sheriff's Office – Marine Patrol Services Agreement with the Charter Township of White Lake 2019-2021.

As required by Urban Cooperation Act 7 of 1967 - MCL 124.510(4), a copy of the signed agreement with the County of Oakland and the Charter Township of White Lake, and the authorizing Board of Commissioners Resolution are enclosed for filing by your office.

Send confirmation of receipt of this agreement to:

Mr. Joseph Rozell, Director of Elections
Oakland County Clerk/Register of Deeds
County Service Center, Building #14 East
1200 N. Telegraph Rd.
Pontiac, MI 48341

(Please include our Miscellaneous Resolution number on the confirmation of receipt letter for filing purposes.)

Contact our office at (248) 858-0564 if you have any questions regarding this matter.

Sincerely,
COUNTY OF OAKLAND

Joseph J. Rozell, CERA
Director of Elections

Cc: Pat Davis, Corporation Counsel, Oakland County
Donna Dyer, Corporation Counsel, Oakland County
Elizabeth Skwarczewski, Technical Assistant, OCSO
Terry Lilley, Clerk, Charter Township of White Lake

Enclosures

ADMINISTRATIVE OFFICE
1200 N. TELEGRAPH RD., DEPT. 415
PONTIAC, MICHIGAN 48341-0415
(248) 858-0561
CLERK@OAKGOV.COM

ELECTIONS DIVISION
1200 N. TELEGRAPH RD., DEPT. 417
PONTIAC, MICHIGAN 48341-0417
(248) 858-0564
ELECTIONS@OAKGOV.COM

LEGAL & VITAL RECORDS
1200 N. TELEGRAPH RD., DEPT. 413
PONTIAC, MICHIGAN 48341-0413
(248) 858-0581
CLERKLEGAL@OAKGOV.COM

REGISTER OF DEEDS
1200 N. TELEGRAPH RD., DEPT. 480
PONTIAC, MICHIGAN 48341-0480
(248) 858-0605
DEEDS@OAKGOV.COM



OAKLAND COUNTY CLERK/REGISTER OF DEEDS

WWW.OAKGOV.COM/CLERKROD

ELECTIONS DIVISION

LISA BROWN
COUNTY CLERK/REGISTER OF DEEDS

JOSEPH J. ROZELL, CERA
DIRECTOR OF ELECTIONS

Memo

To: Pat Davis, Oakland County Corporation Counsel
From: Wendy McBride, Oakland County Clerk's Office – Elections Division
cc: Donna Dyer, Oakland County Corporation Counsel
Date: July 24, 2019
Re: MR #19179 – Sheriff's Office – Marine Patrol Services Agreement in the
Charter Township of White Lake 2019-2021

On May 23, 2019 the Oakland County Board of Commissioners adopted MR #19179 – Sheriff's Office – Marine Patrol Services Agreement in the Charter Township of White Lake 2019-2021. Copies of these documents are attached for your records. They have been filed with the Office of the Great Seal.

If you have any questions, please call me at 248-858-5823.

ADMINISTRATIVE OFFICE
1200 N. TELEGRAPH RD., DEPT. 415
PONTIAC, MICHIGAN 48341-0415
(248) 858-0561
CLERK@OAKGOV.COM

ELECTIONS DIVISION
1200 N. TELEGRAPH RD., DEPT. 417
PONTIAC, MICHIGAN 48341-0417
(248) 858-0564
ELECTIONS@OAKGOV.COM

LEGAL & VITAL RECORDS
1200 N. TELEGRAPH RD., DEPT. 413
PONTIAC, MICHIGAN 48341-0413
(248) 858-0581
CLERKLEGAL@OAKGOV.COM

REGISTER OF DEEDS
1200 N. TELEGRAPH RD., DEPT. 480
PONTIAC, MICHIGAN 48341-0480
(248) 858-0605
DEEDS@OAKGOV.COM



OAKLAND COUNTY CLERK/REGISTER OF DEEDS

WWW.OAKGOV.COM/CLERKROD

ELECTIONS DIVISION

LISA BROWN
COUNTY CLERK/REGISTER OF DEEDS

JOSEPH J. ROZELL, CERA
DIRECTOR OF ELECTIONS

Memo

To: Liz Skwarczewski, Technical Assistant, OCSO
From: Wendy McBride, Oakland County Clerk's Office – Elections Division
cc:
Date: July 24, 2019
Re: MR #19179 – Sheriff's Office – Marine Patrol Services Agreement in
the Charter Township of White Lake 2019-2021

Good Morning-

I have attached copies of the documents for MR #19179 – Sheriff's Office – Marine Patrol Services Agreement in the Charter Township of White Lake 2019-2021. These documents are for your records and have been filed with the Office of the Great Seal.

If you have any questions, please call me at 248-858-5823.

ADMINISTRATIVE OFFICE
1200 N. TELEGRAPH RD., DEPT. 415
PONTIAC, MICHIGAN 48341-0415
(248) 858-0561
CLERK@OAKGOV.COM

ELECTIONS DIVISION
1200 N. TELEGRAPH RD., DEPT. 417
PONTIAC, MICHIGAN 48341-0417
(248) 858-0564
ELECTIONS@OAKGOV.COM

LEGAL & VITAL RECORDS
1200 N. TELEGRAPH RD., DEPT. 413
PONTIAC, MICHIGAN 48341-0413
(248) 858-0581
CLERKLEGAL@OAKGOV.COM

REGISTER OF DEEDS
1200 N. TELEGRAPH RD., DEPT. 480
PONTIAC, MICHIGAN 48341-0480
(248) 858-0605
DEEDS@OAKGOV.COM



OAKLAND COUNTY CLERK/REGISTER OF DEEDS

WWW.OAKGOV.COM/CLERKROD

ELECTIONS DIVISION

LISA BROWN
COUNTY CLERK/REGISTER OF DEEDS

JOSEPH J. ROZELL, CERA
DIRECTOR OF ELECTIONS

Memo

To: Terry Lilley, Clerk, Charter Township of White Lake
From: Wendy McBride, Oakland County Clerk's Office – Elections Division
cc:
Date: July 24, 2019
Re: MR #19179 – Sheriff's Office – Marine Patrol Services Agreement in the
Charter Township of White Lake 2019-2021

On May 23, 2019 the Oakland County Board of Commissioners adopted MR #19179 – Sheriff's Office – Marine Patrol Services Agreement in the Charter Township of White Lake 2019-2021. *Copies of these documents are enclosed for your records.* They have been filed with the Office of the Great Seal.

If you have any questions, please call me at 248-858-5823.

ADMINISTRATIVE OFFICE
1200 N. TELEGRAPH RD., DEPT. 415
PONTIAC, MICHIGAN 48341-0415
(248) 858-0561
CLERK@OAKGOV.COM

ELECTIONS DIVISION
1200 N. TELEGRAPH RD., DEPT. 417
PONTIAC, MICHIGAN 48341-0417
(248) 858-0564
ELECTIONS@OAKGOV.COM

LEGAL & VITAL RECORDS
1200 N. TELEGRAPH RD., DEPT. 413
PONTIAC, MICHIGAN 48341-0413
(248) 858-0581
CLERKLEGAL@OAKGOV.COM

REGISTER OF DEEDS
1200 N. TELEGRAPH RD., DEPT. 480
PONTIAC, MICHIGAN 48341-0480
(248) 858-0605
DEEDS@OAKGOV.COM

**OAKLAND COUNTY SHERIFF'S OFFICE
2019-2021 MARINE PATROL SERVICES AGREEMENT WITH
THE CHARTER TOWNSHIP OF WHITE LAKE**

This Agreement is made and entered into between the CHARTER TOWNSHIP OF WHITE LAKE, a Michigan Constitutional and Municipal Corporation and political subdivision of the State of Michigan, located within Oakland County, whose address is 7525 Highland Road, White Lake, MI 48383 (hereafter the "MUNICIPALITY"), and the COUNTY OF OAKLAND, a Michigan Constitutional and Municipal Corporation and political subdivision of the State of Michigan, whose address is 1200 North Telegraph Road, Pontiac, Michigan 48341 (hereafter the "COUNTY"), and/or the OAKLAND COUNTY SHERIFF, in the capacity of a Michigan Constitutional Officer, whose address is County Service Center, Building. #38 East, 1200 N. Telegraph Road, Pontiac, Michigan 48341-1044 (hereafter the "SHERIFF"). In this Agreement, whenever the COUNTY and SHERIFF are intended as joint or co-obligors they will be referred to collectively as the "OAKLAND COUNTY SHERIFF'S OFFICE" or, as abbreviated, the "O.C.S.O.", otherwise, "COUNTY" and "SHERIFF" shall refer only to individual described herein.

INTRODUCTORY STATEMENTS

Whereas, the O.C.S.O. is authorized to enforce MARINE LAW but, absent an agreement such as this, has only limited responsibility to do so within the MUNICIPALITY; and

Whereas, the O.C.S.O. and the MUNICIPALITY may enter into an agreement where the O.C.S.O. would enforce MARINE LAW in the MUNICIPALITY; and

Whereas, the MUNICIPALITY desires to contract with the O.C.S.O. for the enforcement of MARINE LAW in the MUNICIPALITY; and

Whereas, the O.C.S.O. is agreeable to enforcing MARINE LAW within in the MUNICIPALITY with the additional personnel provided 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 COUNTY, the SHERIFF, and the MUNICIPALITY mutually agree:

1. Besides the terms "COUNTY", "MUNICIPALITY", "SHERIFF", "OAKLAND COUNTY SHERIFF'S OFFICE", and "O.C.S.O." as defined above, the parties agree that for all purposes, and as used throughout this Agreement, the following terms and expressions whether used in the singular or plural, possessive or nonpossessive, and/or either within or without quotation marks, shall be defined and interpreted as provided herein. The parties further agree that as defined herein the terms "MUNICIPALITY OFFICIAL", "MUNICIPALITY AGENT", "COUNTY OFFICIAL", "SHERIFF'S DEPUTY" and "SHERIFF'S DEPUTIES" shall include any person who, at the time relevant to any issue, claim, or interpretation of this Agreement, was either a "MUNICIPALITY OFFICIAL", "MUNICIPALITY AGENT", "COUNTY OFFICIAL", or "SHERIFF'S DEPUTY" but, for any reason, is no longer employed in that capacity.

a. "CLAIM" shall be defined to include any and all losses, complaints, demands for relief, damages, lawsuits, causes of action, proceedings, judgments, deficiencies, penalties, costs and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation, litigation expenses, amounts paid in settlement, and/or any other amount for which either party becomes

legally and/or contractually obligated to pay, whether direct, indirect or consequential, whether based upon any alleged violation of the constitution (federal or state), any statute, rule, regulation, or the common law, whether in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.

b. "COUNTY OFFICIAL" shall be defined to include any and all COUNTY representatives elected by popular vote to a COUNTY office or such persons appointed, pursuant to state law, to fill a vacant elected office pending an election.

c. "MARINE LAW" means Subchapter 5 ("Watercraft and Marine Safety") of the Natural Resources and Environmental Protection Act (Public Act 451 of 1994), rules promulgated thereunder by the Michigan Department of Natural Resources, and local ordinances adopted in conformity with this Act.

d. "MARINE PATROL SERVICES" shall be defined and interpreted as the prevention and detection of MARINE LAW violations and the enforcement of MARINE LAWS upon all lakes or waterways designated by the MUNICIPALITY. The MARINE PATROL SERVICES contemplated and to be provided under this Agreement are strictly limited to those governmental MARINE PATROL SERVICES authorized by law to be performed by the O.C.S.O.

e. "MUNICIPALITY OFFICIAL" shall be defined to include any and all MUNICIPALITY representatives elected by popular vote to a MUNICIPALITY office or such persons appointed, pursuant to state law, to fill a vacant elected office pending an election, and those individual MUNICIPALITY employees or agents whose specific job responsibilities mandate the enforcement of state statutes or local ordinances such as the Fire Marshall, Engineering or Housing Inspector, Ordinance Officer, or Weighmaster.

f. "MUNICIPALITY AGENT" shall be defined to include any and all MUNICIPALITY employees, managers, departments, divisions, volunteers, agents, representatives, predecessors, successors, attorneys, or auditors, other than MUNICIPALITY OFFICIALS as defined above (whether such persons act, or acted, in their personal, representative, or official capacities), and/or any and all persons acting by, through, under, or in concert with any of them.

g. "MUNICIPALITY LIAISON" shall be defined as the chief elected official of the MUNICIPALITY (i.e., City Mayor or Township Supervisor) or such other individual as designated in writing by the MUNICIPALITY LIAISON to act in this capacity for all purposes under this Agreement.

h. "O.C.S.O. LIAISON" shall be defined as a SHERIFF'S DEPUTY contracted for and assigned to provide LAW ENFORCEMENT SERVICES to the MUNICIPALITY under this Agreement, who is designated by the SHERIFF to maintain all lines of communications with the MUNICIPALITY LIAISON, as defined herein. The O.C.S.O. LIAISON will generally be the commanding officer, if one, or a SHERIFF'S DEPUTY designated, in writing, by the SHERIFF to perform this function.

i. "SHERIFF'S DEPUTY" or "SHERIFF'S DEPUTIES" shall be defined to include any Captain, Lieutenant, Sergeant, Deputy II, Deputy I, Special Deputy, Patrol Investigator, Detective Sergeant, or any other person or persons of any rank, classification, or title who, pursuant to state law, is a sworn Deputy of the SHERIFF.

2. The SHERIFF shall assign SHERIFF'S DEPUTIES, in such Number(s) and Rank(s) as shown in SCHEDULE A - SHERIFF'S DEPUTIES CONTRACTED FOR AND TO BE ASSIGNED TO MUNICIPALITY (hereafter "SCHEDULE A"), which is attached to, incorporated in and made part of this Agreement, to perform any and all O.C.S.O. MARINE PATROL SERVICES contemplated in this Agreement within the corporate limits of the MUNICIPALITY. MARINE PATROL SERVICES, as defined above, shall not include O.C.S.O. police-related "Support Services," such as Arson Investigation, Detective and Crime Lab services, which the O.C.S.O. now provides on a County-wide basis, unless expressly stated to the contrary herein. Nevertheless, such additional "Support Services" shall continue to be made available, at no additional cost to the MUNICIPALITY, to the same extent that the O.C.S.O. continues to make such law enforcement "Support Services" available, at no additional charge, to all other communities within Oakland County.

a. The MUNICIPALITY acknowledges that, except as provided for under the terms of this Agreement, the SHERIFF has only limited responsibility for MARINE PATROL SERVICES in the MUNICIPALITY and is not otherwise required, except as provided herein, to assign any specific Number(s) or Rank(s) of SHERIFF'S DEPUTIES to provide MARINE PATROL SERVICES to the MUNICIPALITY.

b. The SHERIFF will make every reasonable effort to provide professional MARINE PATROL SERVICES to the MUNICIPALITY, following generally accepted standards for police protection, with the levels of staff provided for in SCHEDULE A.

c. Notwithstanding any other provision in this Agreement, this Agreement shall not be interpreted to include any warranty, promise or guaranty, either express or implied, or of any kind or nature whatsoever, in favor of the MUNICIPALITY and/or any other person or MUNICIPALITY resident that the O.C.S.O.'S provision of MARINE PATROL SERVICES under this Agreement will result in any specific reduction or prevention of criminal activity within the MUNICIPALITY or any other performance-based outcome.

3. The O.C.S.O. and the MUNICIPALITY agree that the sole and exclusive purpose of this Agreement is to provide governmental MARINE PATROL SERVICES in and for the MUNICIPALITY. Except as otherwise expressly provided for in this Agreement, the MUNICIPALITY 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 O.C.S.O.'s MARINE PATROL SERVICES in favor of or to the benefit of any particular person(s) beyond the O.C.S.O.'S and/or any SHERIFF'S DEPUTY'S law enforcement officer duty, as established under existing law, to the general public.

4. Except as otherwise expressly provided for in this Agreement, any SHERIFF'S DEPUTY contracted for and assigned to provide MARINE PATROL SERVICES to the MUNICIPALITY, as provided for in SCHEDULE A, shall work, during those hours for which the MUNICIPALITY is being charged, only on MUNICIPALITY-related police matters. It is understood and agreed, however, that "Mutual Aid" between communities may be provided to surrounding communities. "Mutual Aid," as used in the previous sentence, means that any SHERIFF'S DEPUTY contracted for and assigned to the MUNICIPALITY may be absent from the MUNICIPALITY, at MUNICIPALITY expense, when temporarily called to the aid of another community due to an emergency or other exceptional circumstance or because a SHERIFF'S DEPUTY possesses some special skill or qualification temporarily needed in that other community.

5. Under the terms of this Agreement, the O.C.S.O. shall assign to the MUNICIPALITY the Number(s) and Rank(s) of SHERIFF'S DEPUTIES shown in SCHEDULE A to perform all of the MARINE PATROL SERVICES contemplated under this Agreement.

a. Except as may otherwise be expressly provided in this subparagraph or in SCHEDULE A, whenever any SHERIFF'S DEPUTY contracted for and assigned to provide MARINE PATROL SERVICES to the MUNICIPALITY is not present in the MUNICIPALITY'S geographical area, due to any of the reasons described in subparagraphs 1 - 3 below, such periods of time shall be included in and counted toward the hours allotted for MARINE PATROL SERVICES set forth in SCHEDULE A:

1. Travel time, on a daily basis, to or from the O.C.S.O. in Pontiac, Michigan, at the beginning of or end of any shift by any SHERIFF'S DEPUTY if that SHERIFF DEPUTY'S shift starts or ends in Pontiac;
2. Appearance in any Court or at any meeting with any other law enforcement agency in connection with any prosecution or Court appearance related to MUNICIPALITY marine patrol activities;
3. Performance of any MARINE PATROL SERVICES for the MUNICIPALITY that takes any SHERIFF'S DEPUTY outside the MUNICIPALITY'S geographical area; and

b. Subject to the SHERIFF'S right to consolidate the assigned shifts of SHERIFF'S DEPUTIES in order to concentrate marine patrol efforts to meet particular marine law enforcement priorities and needs, the SHERIFF shall assign SHERIFF DEPUTIES contracted for under this Agreement so as to provide the broadest possible coverage of MARINE PATROL SERVICES to the MUNICIPALITY.

c. All O.C.S.O. policies, procedures, employment contracts, etc., which may be applicable to this Agreement shall be made available by the SHERIFF for inspection by the MUNICIPALITY LIAISON at the O.C.S.O., by appointment, during normal business hours.

6. The MUNICIPALITY shall not have the right under this Agreement to assign, delegate, or otherwise, transfer, promise, commit, or lend any O.C.S.O.'S or SHERIFF DEPUTY'S services, duties, or obligations under this Agreement to any other public or private person, corporation, entity, or organization of any kind. In the event that the MUNICIPALITY perceives the need for any SHERIFF'S DEPUTY'S MARINE PATROL SERVICES beyond those SHERIFF'S DEPUTIES' services contracted for in SCHEDULE A, due to some unusual MUNICIPALITY circumstances that, in the MUNICIPALITY'S judgment, may require additional MARINE PATROL SERVICES, the MUNICIPALITY shall address such concerns for additional MARINE PATROL SERVICES to the SHERIFF as provided for in this Agreement (i.e., preceding Paragraph).

7. The MUNICIPALITY will pay the O.C.S.O. for all SHERIFF'S DEPUTIES' MARINE PATROL SERVICES rendered pursuant to this Agreement at the hourly rates shown in SCHEDULE A. The MUNICIPALITY further agrees to reimburse the O.C.S.O. for any and all additional hours of work, overtime, and/or holiday pay costs incurred by the O.C.S.O. in providing MARINE PATROL SERVICES to the MUNICIPALITY under the terms of this Agreement. For every bi-weekly period (corresponding to established O.C.S.O. payroll periods) during which any SHERIFF'S DEPUTY renders any MARINE PATROL SERVICES to the MUNICIPALITY under the terms of this Agreement, the O.C.S.O. shall prepare and send to the

MUNICIPALITY an invoice that sets forth the bi-weekly amount due for each SHERIFF'S DEPUTY'S MARINE PATROL SERVICES rendered during that bi-weekly period, plus any charges for any additional hours of work, overtime, and/or holiday pay, as provided for herein, during that bi-weekly billing period. All overtime charges are to be itemized and designated for the reason incurred. The MUNICIPALITY agrees to pay to the COUNTY the full amounts due on any such invoice within 30 days of the invoice date.

8. If the MUNICIPALITY fails, for any reason, to pay the COUNTY any monies when and as due under this Agreement, the MUNICIPALITY agrees that unless expressly prohibited by law, the COUNTY or the County Treasurer, at their sole option, shall be entitled to set-off from any other MUNICIPALITY 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 set-off or retention of funds by the COUNTY shall be deemed a voluntary assignment of the amount by the MUNICIPALITY to the COUNTY. The MUNICIPALITY waives any CLAIMS against the County or its Officials for any acts related specifically to the COUNTY'S off-setting or retaining such amounts. This paragraph shall not limit the MUNICIPALITY'S legal right to dispute whether the underlying amount retained by the COUNTY was actually due and owing under this Agreement. If the County chooses not to exercise its right to set-off 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. Nothing in this section shall operate to limit the COUNTY's right to pursue or exercise any other legal rights or remedies under this Agreement against the MUNICIPALITY to secure reimbursement of amounts due the County under this Agreement. The remedies in this Section shall be available to the COUNTY on an ongoing and successive basis if the MUNICIPALITY at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if the COUNTY pursues any legal action in any court to secure its payment under this Agreement, the MUNICIPALITY 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 MUNICIPALITY.

9. The MUNICIPALITY and the O.C.S.O. agree and warrant that neither the O.C.S.O. nor any SHERIFF'S DEPUTY, by virtue of this Agreement or otherwise, shall be considered or claimed to be an employee of the MUNICIPALITY and further agree that, at all times and for all purposes under the terms of this Agreement, the O.C.S.O.'S legal status and relationship to the MUNICIPALITY shall be that of an INDEPENDENT CONTRACTOR. The MUNICIPALITY also agrees that in any writing or any other communication prepared by, for, or at the direction of the MUNICIPALITY, the MUNICIPALITY shall neither state, suggest, nor imply that any employment status and/or employment relationship exists between any SHERIFF'S DEPUTY and the MUNICIPALITY.

10. The MUNICIPALITY and the O.C.S.O. agree and warrant that, at all times and for all purposes relevant to this Agreement, the O.C.S.O. shall remain the sole and exclusive employer of all SHERIFF'S DEPUTIES and that the O.C.S.O. shall remain solely and exclusively responsible for the payment of all SHERIFF'S DEPUTIES' 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 status as an employee of the O.C.S.O. Except as expressly provided otherwise in

this Agreement, the MUNICIPALITY shall not grant, give, allow, pay, reimburse, compensate, or otherwise provide any wages, fringe benefits, privileges, gifts, equipment, automobiles, personal property, supplies, benefits, entitlement, consideration (monetary or otherwise) or any other thing of value, either directly or indirectly, to, for the use by, or on behalf of, any individual SHERIFF'S DEPUTY. Any consideration, monetary or otherwise, paid directly to the COUNTY and/or any personal property, automobiles, or any portable equipment (e.g., portable telephones, portable computers, beepers, etc.) supplied, provided, and/or leased directly to the COUNTY shall not, for any purpose of this Agreement, be interpreted as being provided by the MUNICIPALITY, either directly or indirectly, to, for the use by, or on behalf of, any individual SHERIFF'S DEPUTY.

11. Except as expressly provided for in this Agreement, the parties agree that this Agreement does not, and is not intended to, transfer, delegate, or assign to the other Party any civil or legal responsibility, duty, obligation, duty of care, cost, legal obligation, or liability associated with any governmental function delegated and/or entrusted to either party under any existing law or regulation.

12. 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 other work or assignments, and no SHERIFF'S DEPUTY shall be otherwise employed or utilized, in any manner or capacity, by the MUNICIPALITY.

13. The MUNICIPALITY 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 O.C.S.O.'S duty or obligation under the terms of this Agreement.

14. The MUNICIPALITY 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 act(s) or omission(s), or any allegation of same, by any SHERIFF'S DEPUTY. The MUNICIPALITY 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 the MUNICIPALITY becomes aware of regarding any SHERIFF'S DEPUTY. The MUNICIPALITY agrees to cooperate with the O.C.S.O. in any investigation conducted by the SHERIFF into the character and/or fitness of any SHERIFF'S DEPUTY.

15. The O.C.S.O. shall be solely and exclusively responsible for providing SHERIFF'S DEPUTIES with all necessary tools, boats, automobiles, radios, communications equipment, firearms, and any and all other equipment that the O.C.S.O., in its sole judgment, deems required or beneficial for the completion of any O.C.S.O.'S duty under the terms of this Agreement. The O.C.S.O. shall also be solely and exclusively responsible for any and all SHERIFF'S DEPUTIES' business expenses, licenses, taxes, uniform or equipment costs, insurance(s), supplies, etc., except that any stationery, notices, forms, MUNICIPALITY ordinance appearance tickets, etc., which are required to bear the name of the MUNICIPALITY, shall be supplied to the O.C.S.O. by the MUNICIPALITY at the MUNICIPALITY'S sole cost and expense. In the event that the MUNICIPALITY wants any special or additional personal property or equipment (i.e., cellular telephones, beepers, personal items or equipment, portable computers, automobiles, motorcycles, etc.) to be provided, at MUNICIPALITY expense or otherwise, to any SHERIFF'S DEPUTY assigned to the MUNICIPALITY, the MUNICIPALITY shall direct such requests to the O.C.S.O. which shall solely decide whether such personal property or special equipment shall be provided. Any and all such additional personal property, portable or individual use equipment or property, and/or any special equipment to be provided

by the MUNICIPALITY shall be provided directly and exclusively to the O.C.S.O., and then ONLY pursuant to a separate written lease agreement between the MUNICIPALITY and the COUNTY. As intended by this Paragraph and elsewhere in this Agreement, no personal property, supplies, or other equipment, nor the use thereof, shall be provided or made available by the MUNICIPALITY directly to any SHERIFF'S DEPUTY, except through a written lease as provided for in this paragraph.

16. Each party shall be responsible for any CLAIMS made against that Party and for the acts of its Employees or Agents.

17. 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.

18. Except as otherwise provided in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified by the other Party or any of its agents or employees in connection with any CLAIM.

19. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/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 either Party.

20. Subject to the following Paragraph, this Agreement shall become effective at 12:01 A.M., May 1, 2019, and shall remain in effect continuously until it expires, without any further act or notice being required by either party, at 11:59 P.M. on September 30, 2021. In addition, any party may terminate this Agreement, prior to its September 30, 2021 expiration, upon written notification to all others at least thirty (30) days prior to the proposed termination date, which date shall be clearly stated in the written notice. Upon the expiration or termination of this Agreement, all further O.C.S.O.'S obligations to provide MARINE PATROL SERVICES to the MUNICIPALITY under this Agreement shall end.

21. 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 MUNICIPALITY 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 MUNICIPALITY Governing Body and shall also be filed with the office of the Clerk for the COUNTY and the MUNICIPALITY. In addition, this Agreement and any subsequent amendments shall be filed with the Secretary of State for the State of Michigan by the O.C.S.O. and shall not become effective or implemented prior to its filing with the Secretary of State.

22. The parties shall send, by first class mail, or alternatively may deliver in person, any correspondence and written notices required or permitted by this Agreement to each signatory to this Agreement, or any signatory successor in office, 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 or delivered to such person's office during normal working hours.

23. 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 employment of any SHERIFF'S DEPUTY with the O.C.S.O., any applicable O.C.S.O. employment and/or union contract, and/or any O.C.S.O. rule(s), regulation(s), hours of

work, shift assignment, order(s), policy(ies), procedure(s), directive(s), ethical guideline(s), etc., which shall, solely and exclusively, govern and control the employment relationship between the O.C.S.O. and any SHERIFF'S DEPUTY and/or the conduct and actions of any SHERIFF'S DEPUTY. To illustrate, but not otherwise limit, this Agreement does not and shall not be interpreted to limit, modify, control, or otherwise affect, in any manner:

a. 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.

b. The O.C.S.O.'S sole and exclusive right, obligation, responsibility, and discretion to employ, compensate, assign, reassign, transfer, promote, reclassify, discipline, demote, layoff, furlough, discharge any SHERIFF'S DEPUTY and/or pay any and all SHERIFF'S DEPUTY'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 with the O.C.S.D, subject only to its collective bargaining Agreements.

c. 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/or any other judgment, policy or directive which, in any way, governs or controls any activity of any SHERIFF'S DEPUTY, any necessary SHERIFF'S DEPUTY'S training standards or proficiency(ies), any level or amount of required supervision, any and all standards of performance, any sequence or manner of performance, and any level(s) of experience, training, or education required for any SHERIFF'S DEPUTY performing any O.C.S.O. duty or obligation under the terms of this Agreement.

24. 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 nonpossessive, shall be deemed to include the other whenever the context so indicates or requires.

25. Absent an 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.

26. This Agreement shall be binding upon the COUNTY, the SHERIFF, and the MUNICIPALITY to the extent permitted by law, upon their successors and assigns, and all persons acting by, through, under, or in concert with any of them.

27. This Agreement, consisting of eleven (11) pages, including SCHEDULE A, (incorporated herein), sets forth the entire Agreement between the O.C.S.O. and the MUNICIPALITY with regard to the O.C.S.O.'S provision of MARINE PATROL SERVICES and/or any SHERIFF'S DEPUTY'S services to the MUNICIPALITY, and fully supersedes any and all prior agreements or understandings between them in any way related to the subject matter hereof. It is further

understood and agreed that the terms of this Agreement are contractual and are not mere recitals and that there are no other agreements, understandings, or representations between the O.C.S.O. and the MUNICIPALITY in any way related to the subject matter hereof, except as expressly stated herein. 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 MUNICIPALITY Governing Body according to the procedures set forth in this Agreement.

IN WITNESS WHEREOF, Rik Kowall, Supervisor for the MUNICIPALITY, hereby acknowledges that he or she has been authorized by a resolution of the MUNICIPALITY Governing Body (a certified copy of which is attached) to execute this Agreement on behalf of MUNICIPALITY and hereby accepts and binds the MUNICIPALITY to the terms and conditions of this Agreement on this _____ day of _____, 2019.

WITNESSES:

[Signature]
[Signature]

CHARTER TOWNSHIP OF WHITE LAKE,
a Michigan Municipal Corporation

BY: *[Signature]*
Rik Kowall
Supervisor

BY: *[Signature]*
Terry Lilley
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 12th day of June, 2019.

WITNESS:

[Signature]
Tracy M. Stolzenfeld

COUNTY OF OAKLAND, a Michigan
Municipal Corporation

BY: *[Signature]*
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 18th day of June, 2019.

WITNESS:

[Signature]
Elizabeth Kwarozowski

OAKLAND COUNTY SHERIFF, a Michigan
Constitutional Officer

BY: *[Signature]*
MICHAEL J. BOUCHARD,
Oakland County Sheriff

**SCHEDULE A
MARINE PATROL AGREEMENT
2019-2021**

Ranks: The Sheriff's Deputies to be assigned to Municipality under the Agreement to which this Schedule is attached will be Marine Deputies with a rank or classification of "PTNE", Part Time, Non-Eligible (for Benefits.)

Rates: The Hourly Rates upon which Municipality's payment obligation shall be determined are as follows:

	2019	2020	2021
Marine Deputy with Boat	\$36.00	\$36.43	\$36.86
Marine Deputy with Boat Overtime Rate	\$46.70	\$47.34	\$47.99
Marine Deputy without Boat	\$23.40	\$23.83	\$24.26
Marine Deputy without Boat Overtime Rate	\$34.10	\$34.74	\$35.39

Lakes: The designated lakes and waterways upon which Marine Patrol Services as defined in Section 1.d. of the Agreement to which this Schedule is attached are to be provided shall be identified in writing by the municipality. Within this writing, the MUNICIPALITY may include any requested schedule and a "NOT TO EXCEED" amount of billings for lake or waterway.

Invoices: The invoices submitted by the O.C.S.O. to Municipality for Marine Patrol Services shall identify the designated lake or waterway to which they relate.

MARINE PATROL SERVICES AGREEMENT

Exhibit A

PONTIAC LAKE

This Agreement is made and entered into between the Charter Township of White Lake, whose address is 7525 Highland Road, White Lake, MI 48383 (hereafter the "Township") and Jayne Opie, whose address is 2228 Kingston, White Lake Township, MI 48386 (hereafter the "Association").

BACKGROUND

The Oakland County Sheriff Department (hereafter "Sheriff"), having lost state funding, has elected not to provide marine patrol services within Oakland County as it has in the past.

The Association desires to have marine patrol services provided for the above captioned lake and is willing to pay all costs and expenses associated with the provision of these services. Not to exceed amount of deposit below.

The Sheriff is willing to provide marine patrol services to certain lakes within the county through a contract with the Township that details the mutual rights and obligation of the Sheriff and the Township. A copy of the contract entered into between the Township and the Sheriff for these services within the Township is attached as **Exhibit A**.

AGREEMENT

1. The term of this Agreement shall be from **May 24, 2019 to September 2, 2019**.
2. This Agreement covers the provision of marine patrol services (as defined in attached **Exhibit A**) for the lake designated above.
3. The Association shall deposit **\$2,160.00** with the Township to be used to pay the Sheriff for marine patrol services under those terms and conditions set forth in **Exhibit A** and at the rate set forth in **Attachment A** appended thereto.
4. The Association shall determine the dates and times marine patrol services are required and shall notify the Township's designated representative at least one week in advance of the date and time services are required.

5. The scheduled marine patrol services may be cancelled based on weather conditions upon 24 hours' notice to the Township's designated representative.
6. Additional marine patrol services may be arranged upon the terms and conditions set forth in attached **Exhibit A** and at the rates listed in **Attachment A** appended thereto upon advance payment by the Association to the Township in \$500.00 increments.
7. The Township shall deduct an administrative fee of \$ 0 from the deposit made under paragraph 3 hereof.
8. Any funds remaining on deposit with the Township following termination of this Agreement will be returned to the Association within 45 days following the date of termination.
9. This Agreement may be terminated by either party before **September 30, 2019** upon ten days advance written notice.

ASSOCIATION
Pontiac Lake

By: Janet C. Opie

Its: Resident

Dated: 4-18-19

CHARTER TOWNSHIP OF WHITE LAKE

Ken Keall
Supervisor

Dated: 4-23-19

MISCELLANEOUS RESOLUTION #19179

May 23, 2019

BY: Commissioner Gary McGillivray, Chairperson, Public Safety and Social Justice Committee
IN RE: SHERIFF'S OFFICE – MARINE PATROL SERVICES AGREEMENT IN THE CHARTER TOWNSHIP OF WHITE LAKE 2019-2021

To the Oakland County Board of Commissioners

Chairperson, Ladies and Gentlemen:

WHEREAS it is policy of the Oakland County Board of Commissioners to permit the Sheriff's Office to enter into contracts with local units of government for the purpose of providing Sheriff patrol services; and

WHEREAS the Charter Township of White Lake has requested that the Oakland County Sheriff provide marine patrol services to the citizens of the Township for lakes in the Township; and

WHEREAS the Charter Township of White Lake has requested that a contract for marine patrol be authorized; and

WHEREAS the Sheriff has agreed to contract for this service with the Charter Township of White Lake; and

WHEREAS the rates for marine services are consistent with the rates in Schedule A of the Marine Patrol Services Agreement; and

WHEREAS this contract has been through the Board of Commissioner review process.

NOW THEREFORE BE IT RESOLVED that the Oakland County Board of Commissioners approves the attached contract with the Charter Township of White Lake for Marine Patrol.

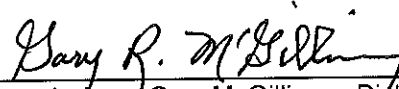
BE IT FURTHER RESOLVED that the Oakland County Board of Commissioners authorizes the Chairperson of the Board to sign the agreement.

BE IT FURTHER RESOLVED to continue one (1) GF/GP part-time non-eligible (PTNE) 250 hours per year Marine Deputy position (#4030635-10962) in the Sheriff's Office/Patrol Services/Marine Safety Unit and contingent upon the level of funding associated with this contract.

BE IT FURTHER RESOLVED that this contract is effective May 1, 2019 through September 30, 2021.

BE IT FURTHER RESOLVED that a FY 2019 – FY 2021 budget amendment is not required.

Chairperson, on behalf of the Public Safety and Social Justice Committee, I move the adoption of the foregoing resolution.



Commissioner Gary McGillivray, District #20
Chairperson, Public Safety and Social Justice
Committee

PUBLIC SAFETY AND SOCIAL JUSTICE COMMITTEE VOTE:

Motion carried unanimously on a roll call vote with Jackson and Kuhn absent.

**OAKLAND COUNTY SHERIFF'S OFFICE
2019-2021 MARINE PATROL SERVICES AGREEMENT WITH
THE CHARTER TOWNSHIP OF WHITE LAKE**

This Agreement is made and entered into between the CHARTER TOWNSHIP OF WHITE LAKE, a Michigan Constitutional and Municipal Corporation and political subdivision of the State of Michigan, located within Oakland County, whose address is 7525 Highland Road, White Lake, MI 48383 (hereafter the "MUNICIPALITY"), and the COUNTY OF OAKLAND, a Michigan Constitutional and Municipal Corporation and political subdivision of the State of Michigan, whose address is 1200 North Telegraph Road, Pontiac, Michigan 48341 (hereafter the "COUNTY"), and/or the OAKLAND COUNTY SHERIFF, in the capacity of a Michigan Constitutional Officer, whose address is County Service Center, Building. #38 East, 1200 N. Telegraph Road, Pontiac, Michigan 48341-1044 (hereafter the "SHERIFF"). In this Agreement, whenever the COUNTY and SHERIFF are intended as joint or co-obligors they will be referred to collectively as the "OAKLAND COUNTY SHERIFF'S OFFICE" or, as abbreviated, the "O.C.S.O.", otherwise, "COUNTY" and "SHERIFF" shall refer only to individual described herein.

INTRODUCTORY STATEMENTS

Whereas, the O.C.S.O. is authorized to enforce MARINE LAW but, absent an agreement such as this, has only limited responsibility to do so within the MUNICIPALITY; and

Whereas, the O.C.S.O. and the MUNICIPALITY may enter into an agreement where the O.C.S.O. would enforce MARINE LAW in the MUNICIPALITY; and

Whereas, the MUNICIPALITY desires to contract with the O.C.S.O. for the enforcement of MARINE LAW in the MUNICIPALITY; and

Whereas, the O.C.S.O. is agreeable to enforcing MARINE LAW within in the MUNICIPALITY with the additional personnel provided 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 COUNTY, the SHERIFF, and the MUNICIPALITY mutually agree:

1. Besides the terms "COUNTY", "MUNICIPALITY", "SHERIFF", "OAKLAND COUNTY SHERIFF'S OFFICE", and "O.C.S.O." as defined above, the parties agree that for all purposes, and as used throughout this Agreement, the following terms and expressions whether used in the singular or plural, possessive or nonpossessive, and/or either within or without quotation marks, shall be defined and interpreted as provided herein. The parties further agree that as defined herein the terms "MUNICIPALITY OFFICIAL", "MUNICIPALITY AGENT", "COUNTY OFFICIAL", "SHERIFF'S DEPUTY" and "SHERIFF'S DEPUTIES" shall include any person who, at the time relevant to any issue, claim, or interpretation of this Agreement, was either a "MUNICIPALITY OFFICIAL", "MUNICIPALITY AGENT", "COUNTY OFFICIAL", or "SHERIFF'S DEPUTY" but, for any reason, is no longer employed in that capacity.

a. "CLAIM" shall be defined to include any and all losses, complaints, demands for relief, damages, lawsuits, causes of action, proceedings, judgments, deficiencies, penalties, costs and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation, litigation expenses, amounts paid in settlement, and/or any other amount for which either party becomes

legally and/or contractually obligated to pay, whether direct, indirect or consequential, whether based upon any alleged violation of the constitution (federal or state), any statute, rule, regulation, or the common law, whether in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.

b. "COUNTY OFFICIAL" shall be defined to include any and all COUNTY representatives elected by popular vote to a COUNTY office or such persons appointed, pursuant to state law, to fill a vacant elected office pending an election.

c. "MARINE LAW" means Subchapter 5 ("Watercraft and Marine Safety") of the Natural Resources and Environmental Protection Act (Public Act 451 of 1994), rules promulgated thereunder by the Michigan Department of Natural Resources, and local ordinances adopted in conformity with this Act.

d. "MARINE PATROL SERVICES" shall be defined and interpreted as the prevention and detection of MARINE LAW violations and the enforcement of MARINE LAWS upon all lakes or waterways designated by the MUNICIPALITY. The MARINE PATROL SERVICES contemplated and to be provided under this Agreement are strictly limited to those governmental MARINE PATROL SERVICES authorized by law to be performed by the O.C.S.O.

e. "MUNICIPALITY OFFICIAL" shall be defined to include any and all MUNICIPALITY representatives elected by popular vote to a MUNICIPALITY office or such persons appointed, pursuant to state law, to fill a vacant elected office pending an election, and those individual MUNICIPALITY employees or agents whose specific job responsibilities mandate the enforcement of state statutes or local ordinances such as the Fire Marshall, Engineering or Housing Inspector, Ordinance Officer, or Weighmaster.

f. "MUNICIPALITY AGENT" shall be defined to include any and all MUNICIPALITY employees, managers, departments, divisions, volunteers, agents, representatives, predecessors, successors, attorneys, or auditors, other than MUNICIPALITY OFFICIALS as defined above (whether such persons act, or acted, in their personal, representative, or official capacities), and/or any and all persons acting by, through, under, or in concert with any of them.

g. "MUNICIPALITY LIAISON" shall be defined as the chief elected official of the MUNICIPALITY (i.e., City Mayor or Township Supervisor) or such other individual as designated in writing by the MUNICIPALITY LIAISON to act in this capacity for all purposes under this Agreement.

h. "O.C.S.O. LIAISON" shall be defined as a SHERIFF'S DEPUTY contracted for and assigned to provide LAW ENFORCEMENT SERVICES to the MUNICIPALITY under this Agreement, who is designated by the SHERIFF to maintain all lines of communications with the MUNICIPALITY LIAISON, as defined herein. The O.C.S.O. LIAISON will generally be the commanding officer, if one, or a SHERIFF'S DEPUTY designated, in writing, by the SHERIFF to perform this function.

i. "SHERIFF'S DEPUTY" or "SHERIFF'S DEPUTIES" shall be defined to include any Captain, Lieutenant, Sergeant, Deputy II, Deputy I, Special Deputy, Patrol Investigator, Detective Sergeant, or any other person or persons of any rank, classification, or title who, pursuant to state law, is a sworn Deputy of the SHERIFF.

2. The SHERIFF shall assign SHERIFF'S DEPUTIES, in such Number(s) and Rank(s) as shown in SCHEDULE A - SHERIFF'S DEPUTIES CONTRACTED FOR AND TO BE ASSIGNED TO MUNICIPALITY (hereafter "SCHEDULE A"), which is attached to, incorporated in and made part of this Agreement, to perform any and all O.C.S.O. MARINE PATROL SERVICES contemplated in this Agreement within the corporate limits of the MUNICIPALITY. MARINE PATROL SERVICES, as defined above, shall not include O.C.S.O. police-related "Support Services," such as Arson Investigation, Detective and Crime Lab services, which the O.C.S.O. now provides on a County-wide basis, unless expressly stated to the contrary herein. Nevertheless, such additional "Support Services" shall continue to be made available, at no additional cost to the MUNICIPALITY, to the same extent that the O.C.S.O. continues to make such law enforcement "Support Services" available, at no additional charge, to all other communities within Oakland County.

a. The MUNICIPALITY acknowledges that, except as provided for under the terms of this Agreement, the SHERIFF has only limited responsibility for MARINE PATROL SERVICES in the MUNICIPALITY and is not otherwise required, except as provided herein, to assign any specific Number(s) or Rank(s) of SHERIFF'S DEPUTIES to provide MARINE PATROL SERVICES to the MUNICIPALITY.

b. The SHERIFF will make every reasonable effort to provide professional MARINE PATROL SERVICES to the MUNICIPALITY, following generally accepted standards for police protection, with the levels of staff provided for in SCHEDULE A.

c. Notwithstanding any other provision in this Agreement, this Agreement shall not be interpreted to include any warranty, promise or guaranty, either express or implied, or of any kind or nature whatsoever, in favor of the MUNICIPALITY and/or any other person or MUNICIPALITY resident that the O.C.S.O.'S provision of MARINE PATROL SERVICES under this Agreement will result in any specific reduction or prevention of criminal activity within the MUNICIPALITY or any other performance-based outcome.

3. The O.C.S.O. and the MUNICIPALITY agree that the sole and exclusive purpose of this Agreement is to provide governmental MARINE PATROL SERVICES in and for the MUNICIPALITY. Except as otherwise expressly provided for in this Agreement, the MUNICIPALITY 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 O.C.S.O.'s MARINE PATROL SERVICES in favor of or to the benefit of any particular person(s) beyond the O.C.S.O.'S and/or any SHERIFF'S DEPUTY'S law enforcement officer duty, as established under existing law, to the general public.

4. Except as otherwise expressly provided for in this Agreement, any SHERIFF'S DEPUTY contracted for and assigned to provide MARINE PATROL SERVICES to the MUNICIPALITY, as provided for in SCHEDULE A, shall work, during those hours for which the MUNICIPALITY is being charged, only on MUNICIPALITY-related police matters. It is understood and agreed, however, that "Mutual Aid" between communities may be provided to surrounding communities. "Mutual Aid," as used in the previous sentence, means that any SHERIFF'S DEPUTY contracted for and assigned to the MUNICIPALITY may be absent from the MUNICIPALITY, at MUNICIPALITY expense, when temporarily called to the aid of another community due to an emergency or other exceptional circumstance or because a SHERIFF'S DEPUTY possesses some special skill or qualification temporarily needed in that other community.

5. Under the terms of this Agreement, the O.C.S.O. shall assign to the MUNICIPALITY the Number(s) and Rank(s) of SHERIFF'S DEPUTIES shown in SCHEDULE A to perform all of the MARINE PATROL SERVICES contemplated under this Agreement.

a. Except as may otherwise be expressly provided in this subparagraph or in SCHEDULE A, whenever any SHERIFF'S DEPUTY contracted for and assigned to provide MARINE PATROL SERVICES to the MUNICIPALITY is not present in the MUNICIPALITY'S geographical area, due to any of the reasons described in subparagraphs 1 - 3 below, such periods of time shall be included in and counted toward the hours allotted for MARINE PATROL SERVICES set forth in SCHEDULE A:

1. Travel time, on a daily basis, to or from the O.C.S.O. in Pontiac, Michigan, at the beginning of or end of any shift by any SHERIFF'S DEPUTY if that SHERIFF DEPUTY'S shift starts or ends in Pontiac;
2. Appearance in any Court or at any meeting with any other law enforcement agency in connection with any prosecution or Court appearance related to MUNICIPALITY marine patrol activities;
3. Performance of any MARINE PATROL SERVICES for the MUNICIPALITY that takes any SHERIFF'S DEPUTY outside the MUNICIPALITY'S geographical area; and

b. Subject to the SHERIFF'S right to consolidate the assigned shifts of SHERIFF'S DEPUTIES in order to concentrate marine patrol efforts to meet particular marine law enforcement priorities and needs, the SHERIFF shall assign SHERIFF DEPUTIES contracted for under this Agreement so as to provide the broadest possible coverage of MARINE PATROL SERVICES to the MUNICIPALITY.

c. All O.C.S.O. policies, procedures, employment contracts, etc., which may be applicable to this Agreement shall be made available by the SHERIFF for inspection by the MUNICIPALITY LIAISON at the O.C.S.O., by appointment, during normal business hours.

6. The MUNICIPALITY shall not have the right under this Agreement to assign, delegate, or otherwise, transfer, promise, commit, or lend any O.C.S.O.'S or SHERIFF DEPUTY'S services, duties, or obligations under this Agreement to any other public or private person, corporation, entity, or organization of any kind. In the event that the MUNICIPALITY perceives the need for any SHERIFF'S DEPUTY'S MARINE PATROL SERVICES beyond those SHERIFF'S DEPUTIES' services contracted for in SCHEDULE A, due to some unusual MUNICIPALITY circumstances that, in the MUNICIPALITY'S judgment, may require additional MARINE PATROL SERVICES, the MUNICIPALITY shall address such concerns for additional MARINE PATROL SERVICES to the SHERIFF as provided for in this Agreement (i.e., preceding Paragraph).

7. The MUNICIPALITY will pay the O.C.S.O. for all SHERIFF'S DEPUTIES' MARINE PATROL SERVICES rendered pursuant to this Agreement at the hourly rates shown in SCHEDULE A. The MUNICIPALITY further agrees to reimburse the O.C.S.O. for any and all additional hours of work, overtime, and/or holiday pay costs incurred by the O.C.S.O. in providing MARINE PATROL SERVICES to the MUNICIPALITY under the terms of this Agreement. For every bi-weekly period (corresponding to established O.C.S.O. payroll periods) during which any SHERIFF'S DEPUTY renders any MARINE PATROL SERVICES to the MUNICIPALITY under the terms of this Agreement, the O.C.S.O. shall prepare and send to the

MUNICIPALITY an invoice that sets forth the bi-weekly amount due for each SHERIFF'S DEPUTY'S MARINE PATROL SERVICES rendered during that bi-weekly period, plus any charges for any additional hours of work, overtime, and/or holiday pay, as provided for herein, during that bi-weekly billing period. All overtime charges are to be itemized and designated for the reason incurred. The MUNICIPALITY agrees to pay to the COUNTY the full amounts due on any such invoice within 30 days of the invoice date.

8. If the MUNICIPALITY fails, for any reason, to pay the COUNTY any monies when and as due under this Agreement, the MUNICIPALITY agrees that unless expressly prohibited by law, the COUNTY or the County Treasurer, at their sole option, shall be entitled to set-off from any other MUNICIPALITY 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 set-off or retention of funds by the COUNTY shall be deemed a voluntary assignment of the amount by the MUNICIPALITY to the COUNTY. The MUNICIPALITY waives any CLAIMS against the County or its Officials for any acts related specifically to the COUNTY'S off-setting or retaining such amounts. This paragraph shall not limit the MUNICIPALITY'S legal right to dispute whether the underlying amount retained by the COUNTY was actually due and owing under this Agreement. If the County chooses not to exercise its right to set-off 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. Nothing in this section shall operate to limit the COUNTY'S right to pursue or exercise any other legal rights or remedies under this Agreement against the MUNICIPALITY to secure reimbursement of amounts due the County under this Agreement. The remedies in this Section shall be available to the COUNTY on an ongoing and successive basis if the MUNICIPALITY at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if the COUNTY pursues any legal action in any court to secure its payment under this Agreement, the MUNICIPALITY 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 MUNICIPALITY.

9. The MUNICIPALITY and the O.C.S.O. agree and warrant that neither the O.C.S.O. nor any SHERIFF'S DEPUTY, by virtue of this Agreement or otherwise, shall be considered or claimed to be an employee of the MUNICIPALITY and further agree that, at all times and for all purposes under the terms of this Agreement, the O.C.S.O.'S legal status and relationship to the MUNICIPALITY shall be that of an INDEPENDENT CONTRACTOR. The MUNICIPALITY also agrees that in any writing or any other communication prepared by, for, or at the direction of the MUNICIPALITY, the MUNICIPALITY shall neither state, suggest, nor imply that any employment status and/or employment relationship exists between any SHERIFF'S DEPUTY and the MUNICIPALITY.

10. The MUNICIPALITY and the O.C.S.O. agree and warrant that, at all times and for all purposes relevant to this Agreement, the O.C.S.O. shall remain the sole and exclusive employer of all SHERIFF'S DEPUTIES and that the O.C.S.O. shall remain solely and exclusively responsible for the payment of all SHERIFF'S DEPUTIES' 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 status as an employee of the O.C.S.O. Except as expressly provided otherwise in

this Agreement, the MUNICIPALITY shall not grant, give, allow, pay, reimburse, compensate, or otherwise provide any wages, fringe benefits, privileges, gifts, equipment, automobiles, personal property, supplies, benefits, entitlement, consideration (monetary or otherwise) or any other thing of value, either directly or indirectly, to, for the use by, or on behalf of, any individual SHERIFF'S DEPUTY. Any consideration, monetary or otherwise, paid directly to the COUNTY and/or any personal property, automobiles, or any portable equipment (e.g., portable telephones, portable computers, beepers, etc.) supplied, provided, and/or leased directly to the COUNTY shall not, for any purpose of this Agreement, be interpreted as being provided by the MUNICIPALITY, either directly or indirectly, to, for the use by, or on behalf of, any individual SHERIFF'S DEPUTY.

11. Except as expressly provided for in this Agreement, the parties agree that this Agreement does not, and is not intended to, transfer, delegate, or assign to the other Party any civil or legal responsibility, duty, obligation, duty of care, cost, legal obligation, or liability associated with any governmental function delegated and/or entrusted to either party under any existing law or regulation.

12. 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 other work or assignments, and no SHERIFF'S DEPUTY shall be otherwise employed or utilized, in any manner or capacity, by the MUNICIPALITY.

13. The MUNICIPALITY 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 O.C.S.O.'S duty or obligation under the terms of this Agreement.

14. The MUNICIPALITY 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 act(s) or omission(s), or any allegation of same, by any SHERIFF'S DEPUTY. The MUNICIPALITY 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 the MUNICIPALITY becomes aware of regarding any SHERIFF'S DEPUTY. The MUNICIPALITY agrees to cooperate with the O.C.S.O. in any investigation conducted by the SHERIFF into the character and/or fitness of any SHERIFF'S DEPUTY.

15. The O.C.S.O. shall be solely and exclusively responsible for providing SHERIFF'S DEPUTIES with all necessary tools, boats, automobiles, radios, communications equipment, firearms, and any and all other equipment that the O.C.S.O., in its sole judgment, deems required or beneficial for the completion of any O.C.S.O.'S duty under the terms of this Agreement. The O.C.S.O. shall also be solely and exclusively responsible for any and all SHERIFF'S DEPUTIES' business expenses, licenses, taxes, uniform or equipment costs, insurance(s), supplies, etc., except that any stationery, notices, forms, MUNICIPALITY ordinance appearance tickets, etc., which are required to bear the name of the MUNICIPALITY, shall be supplied to the O.C.S.O. by the MUNICIPALITY at the MUNICIPALITY'S sole cost and expense. In the event that the MUNICIPALITY wants any special or additional personal property or equipment (i.e., cellular telephones, beepers, personal items or equipment, portable computers, automobiles, motorcycles, etc.) to be provided, at MUNICIPALITY expense or otherwise, to any SHERIFF'S DEPUTY assigned to the MUNICIPALITY, the MUNICIPALITY shall direct such requests to the O.C.S.O. which shall solely decide whether such personal property or special equipment shall be provided. Any and all such additional personal property, portable or individual use equipment or property, and/or any special equipment to be provided

by the MUNICIPALITY shall be provided directly and exclusively to the O.C.S.O., and then ONLY pursuant to a separate written lease agreement between the MUNICIPALITY and the COUNTY. As intended by this Paragraph and elsewhere in this Agreement, no personal property, supplies, or other equipment, nor the use thereof, shall be provided or made available by the MUNICIPALITY directly to any SHERIFF'S DEPUTY, except through a written lease as provided for in this paragraph.

16. Each party shall be responsible for any CLAIMS made against that Party and for the acts of its Employees or Agents.

17. 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.

18. Except as otherwise provided in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified by the other Party or any of its agents or employees in connection with any CLAIM.

19. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/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 either Party.

20. Subject to the following Paragraph, this Agreement shall become effective at 12:01 A.M., May 1, 2019, and shall remain in effect continuously until it expires, without any further act or notice being required by either party, at 11:59 P.M. on September 30, 2021. In addition, any party may terminate this Agreement, prior to its September 30, 2021 expiration, upon written notification to all others at least thirty (30) days prior to the proposed termination date, which date shall be clearly stated in the written notice. Upon the expiration or termination of this Agreement, all further O.C.S.O.'S obligations to provide MARINE PATROL SERVICES to the MUNICIPALITY under this Agreement shall end.

21. 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 MUNICIPALITY 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 MUNICIPALITY Governing Body and shall also be filed with the office of the Clerk for the COUNTY and the MUNICIPALITY. In addition, this Agreement and any subsequent amendments shall be filed with the Secretary of State for the State of Michigan by the O.C.S.O. and shall not become effective or implemented prior to its filing with the Secretary of State.

22. The parties shall send, by first class mail, or alternatively may deliver in person, any correspondence and written notices required or permitted by this Agreement to each signatory to this Agreement, or any signatory successor in office, 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 or delivered to such person's office during normal working hours.

23. 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 employment of any SHERIFF'S DEPUTY with the O.C.S.O., any applicable O.C.S.O. employment and/or union contract, and/or any O.C.S.O. rule(s), regulation(s), hours of

work, shift assignment, order(s), policy(ies), procedure(s), directive(s), ethical guideline(s), etc., which shall, solely and exclusively, govern and control the employment relationship between the O.C.S.O. and any SHERIFF'S DEPUTY and/or the conduct and actions of any SHERIFF'S DEPUTY. To illustrate, but not otherwise limit, this Agreement does not and shall not be interpreted to limit, modify, control, or otherwise affect, in any manner:

- a. 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.
- b. The O.C.S.O.'S sole and exclusive right, obligation, responsibility, and discretion to employ, compensate, assign, reassign, transfer, promote, reclassify, discipline, demote, layoff, furlough, discharge any SHERIFF'S DEPUTY and/or pay any and all SHERIFF'S DEPUTY'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 with the O.C.S.O., subject only to its collective bargaining Agreements.
- c. 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/or any other judgment, policy or directive which, in any way, governs or controls any activity of any SHERIFF'S DEPUTY, any necessary SHERIFF'S DEPUTY'S training standards or proficiency(ies), any level or amount of required supervision, any and all standards of performance, any sequence or manner of performance, and any level(s) of experience, training, or education required for any SHERIFF'S DEPUTY performing any O.C.S.O. duty or obligation under the terms of this Agreement.

24. 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 nonpossessive, shall be deemed to include the other whenever the context so indicates or requires.

25. Absent an 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.

26. This Agreement shall be binding upon the COUNTY, the SHERIFF, and the MUNICIPALITY to the extent permitted by law, upon their successors and assigns, and all persons acting by, through, under, or in concert with any of them.

27. This Agreement, consisting of eleven (11) pages, including SCHEDULE A, (incorporated herein), sets forth the entire Agreement between the O.C.S.O. and the MUNICIPALITY with regard to the O.C.S.O.'S provision of MARINE PATROL SERVICES and/or any SHERIFF'S DEPUTY'S services to the MUNICIPALITY, and fully supersedes any and all prior agreements or understandings between them in any way related to the subject matter hereof. It is further

understood and agreed that the terms of this Agreement are contractual and are not mere recitals and that there are no other agreements, understandings, or representations between the O.C.S.O. and the MUNICIPALITY in any way related to the subject matter hereof, except as expressly stated herein. 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 MUNICIPALITY Governing Body according to the procedures set forth in this Agreement.

IN WITNESS WHEREOF, Rik Kowall, Supervisor for the MUNICIPALITY, hereby acknowledges that he or she has been authorized by a resolution of the MUNICIPALITY Governing Body (a certified copy of which is attached) to execute this Agreement on behalf of MUNICIPALITY and hereby accepts and binds the MUNICIPALITY to the terms and conditions of this Agreement on this _____ day of _____, 2019.

WITNESSES:

CHARTER TOWNSHIP OF WHITE LAKE,
a Michigan Municipal Corporation

BY: _____
Rik Kowall
Supervisor

BY: _____
Terry Lilley
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 _____, 2019.

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 _____, 2019.

WITNESS:

OAKLAND COUNTY SHERIFF, a Michigan
Constitutional Officer

BY: _____
MICHAEL J. BOUCHARD,
Oakland County Sheriff

**SCHEDULE A
MARINE PATROL AGREEMENT
2019-2021**

Ranks: The Sheriff's Deputies to be assigned to Municipality under the Agreement to which this Schedule is attached will be Marine Deputies with a rank or classification of "PTNE", Part Time, Non-Eligible (for Benefits.)

Rates: The Hourly Rates upon which Municipality's payment obligation shall be determined are as follows:

	2019	2020	2021
Marine Deputy with Boat	\$36.00	\$36.43	\$36.86
Marine Deputy with Boat Overtime Rate	\$46.70	\$47.34	\$47.99
Marine Deputy without Boat	\$23.40	\$23.83	\$24.26
Marine Deputy without Boat Overtime Rate	\$34.10	\$34.74	\$35.39

Lakes: The designated lakes and waterways upon which Marine Patrol Services as defined in Section 1.d. of the Agreement to which this Schedule is attached are to be provided shall be identified in writing by the municipality. Within this writing, the MUNICIPALITY may include any requested schedule and a "NOT TO EXCEED" amount of billings for lake or waterway.

Invoices: The invoices submitted by the O.C.S.O. to Municipality for Marine Patrol Services shall identify the designated lake or waterway to which they relate.

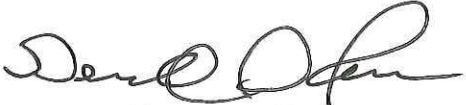
Resolution #19179

May 23, 2019

Moved by Hoffman seconded by Luebs the resolutions on the amended Consent Agenda be adopted (with accompanying reports being accepted).

AYES: Hoffman, Jackson, Kochenderfer, Kowall, Kuhn, Long, Luebs, Markham, McGillivray, Middleton, Miller, Nelson, Powell, Quarles, Taub, Weipert, Woodward, Zack, Gershenson. (19)
NAYS: None. (0)

A sufficient majority having voted in favor, the resolutions on the amended Consent Agenda were adopted (with accompanying reports being accepted).

 5/24/19
GERALD D. POISSON
CHIEF DEPUTY COUNTY EXECUTIVE
ACTING PURSUANT TO MCL 45.559A(7)

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

I, Lisa Brown, Clerk of the County of Oakland, do hereby certify that the foregoing resolution is a true and accurate copy of a resolution adopted by the Oakland County Board of Commissioners on May 23, 2019, with the original record thereof now remaining in my office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the Circuit Court at Pontiac, Michigan this 23rd day of May, 2019.


Lisa Brown, Oakland County

CHARTER TOWNSHIP OF WHITE LAKE
Approved Minutes of the Regular Board of Trustees Meeting
April 16, 2019

Supervisor Kowall called the meeting to order at 7:04 p.m. He then led the Pledge of Allegiance.

Clerk Lilley called the roll:

Present: Rik Kowall, Supervisor
 Terry Lilley, Clerk
 Mike Roman, Treasurer
 Andrea C. Voorheis, Trustee
 Michael Powell, Trustee
 Scott Ruggles, Trustee
 Liz Fessler Smith, Trustee

Also Present: Lisa Hamameh, Attorney
 Sean O'Neil, Planning Director
 Aaron Potter, DPS Director
 Jennifer Edens, Recording Secretary

AGENDA

Clerk Lilley noted the following changes to the Agenda:

New List of Bills dated 4/16/19;
Budget amendment correction; and
Addition to item 11.

**It was MOVED by Clerk Lilley, SUPPORTED by Trustee Powell to approve the Agenda as stated.
The MOTION PASSED by voice vote (7 yes votes).**

PUBLIC COMMENT

Mary Early, 5925 Pineridge Court

She completed the CERT classes (Community Emergency Response Team) and believes it is an excellent program and encourages everyone to participate in it. She noted there will be another class in the Fall and she highly recommends it.

CONSENT AGENDA

- A. LIST OF BILLS**
- B. BUDGET AMENDMENTS**
- C. REVENUE AND EXPENSE**
- D. CHECK DISBURSEMENT**
- E. APPOINTMENTS TO SENIOR ADVISORY COUNCIL – 2 YEAR TERM 2019 -2021**

F. DEPARTMENT REPORTS

- 1. POLICE**
- 2. FIRE**
- 3. COMMUNITY DEVELOPMENT**
- 4. TREASURERS REPORT**

It was MOVED by Clerk Lilley, SUPPORTED by Treasurer Roman, to approve the Consent Agenda as amended. The MOTION PASSED by voice vote (7 yes votes).

MINUTES

A. APPROVAL OF MINUTES REGULAR BOARD MEETING, March 12, 2019

It was MOVED by Trustee Powell, SUPPORTED by Trustee Voorheis to approve the Minutes of the Regular Board Meeting dated March 12, 2019, as corrected. The MOTION PASSED by voice vote (7 yes votes).

PROCLAMATION

A. CHILD ABUSE PREVENTION MONTH

It was PROCLAIMED by Supervisor Kowall and ADOPTED by the Board (7 yes votes).

OLD BUSINESS

A. SECOND READING; TRAILSIDE MEADOWS REZONING

Sean O'Neil. Before the Board tonight is the adoption of the zoning map amendment or approval of rezoning. If approved it is joined with the site plan approval under the Planning Department Ordinance.

Trustee Powell mentioned items discussed at a previous meeting and questioned if those items have progressed (i.e. flag lot), to which Mr. O'Neil indicated they will be part of the final site plan approval.

Mickey Jefferies, M/I Homes. Confirmed that letters of intent have been sent to the two property owners adjacent to the *flag* lot. At this time, they have not received any responses from those property owners. As for the S.A.D. buy-in, they are happy to put up the money, but need to figure out the best way to handle it. They prefer to pay the Township directly and will work with the Township to make sure it happens.

Clerk Lilley reminded of his concerns regarding the drainage issue down Elizabeth Lake Road and across township owned property.

Trustee Smith noted that the 20-foot landscape barrier previously discussed is confirmed on Page 8 of 15.

It was **MOVED** by Clerk Lilley, **SUPPORTED** by Treasurer Roman to approve the rezoning request for Trailside Meadows. The **MOTION PASSED** by voice vote (7 yes votes).

B. APPROVE PUBLIC SAFETY BUILDING SPATIAL PLANNING PROPOSAL

Chief Keller and Harvy Holland. Chief Keller indicated that they met with Mr. Redstone and are here today to request that Redstone Architects get the bid and do the spatial planning for a new public safety building with a total cost of approximately \$25,000.

There are two phases: 1) wants and needs phase; and 2) nuts and bolts phase where they put everything in place with the lay of the land and actual building itself. The bid includes \$12,000 for program and block and an additional \$12,250 for concept and design. For a total of \$25,250.

Harvy Holland. He believes this project is long overdue. He also believes that Mr. Redstone is very knowledgeable. He personally believes a building together is a great idea and an excellent plan.

It was confirmed by Trustee Powell that this expense would be equally split between the Police and Fire budgets.

Clerk Lilley believes this phase is very important and that part of this process is to convince the citizens of the need.

It was **MOVED** by Clerk Lilley, **SUPPORTED** by Trustee Smith to approve Redstone Architects for the programming of \$12,000.65 and \$13,250 for concept and design phase for a total of \$25,250 subject to review of the Township attorney and when agreements are complete, authorize the Supervisor to sign. The **MOTION PASSED** by voice vote (7 yes votes).

NEW BUSINESS

A. 2019 OPEB EMPLOYER CONTRIBUTIONS

Treasurer Roman is seeking permission to make an annual contribution for retiree health care benefits as they have for the past ~~four~~/~~five~~ **few** years.

It was **MOVED** by Treasurer Roman, **SUPPORTED** by Trustee Ruggles to approve annual OPEB employer contribution of \$765,000. The **MOTION PASSED** by voice vote (7 yes votes).

B. IT RIGHT SOFTWARE PURCHASE

Clerk Lilley reminded that the Board approved \$40,000 for PC hardware and this request is for an additional \$14,000 for software. Bringing the total to approximately \$54,000, which includes equipment and software installation.

It was MOVED by Treasurer Roman, SUPPORTED by Trustee Voorheis to approve software not to exceed \$13,500 from IT Right. The MOTION PASSED by voice vote (7 yes votes).

C. PUBLIC SAFETY ADMINISTRATIVE APPOINTEE(S) WAGE CLASSIFICATION

Supervisor Kowall noted that in review of wages paid to the Township chiefs in comparison to neighboring communities, White Lake is on the lower end of the scale. He believes their wages need to rise in order to attract and retain quality people. It has been more than 15 years since this salary scale has had a direct comparison study. That is not to say they haven't had any raises in that time, but that the scale has not been increased. Their increases have mirrored the Union Contract with 2% inflation.

Further it was confirmed that Chief Keller is willing to waive his longevity for the increases. It would be prorated and Human Resources will do the calculations. All new employees will fall within the new scale and language shall be included accordingly.

It was MOVED by Treasurer Roman, SUPPORTED by Trustee Smith to approve the proposed wage scale for police and fire chief and that longevity pay no longer applies. The MOTION PASSED by voice vote (7 yes votes).

D. PRELIMINARY SITE PLAN; WEST VALLEY

Sean O'Neil indicated this property is located on the west side of Union Lake Road, across from Carpathian Drive, and north of Cooley Lake Road, consisting of approximately 15 acres. Identified as parcel 12-36-176-003. Currently zoned as (RM-1) Attached Single Family.

The above request is now ready for Township Board Consideration. The matter was considered by the Planning Commission at their regular meeting of March 21, 2019. At that time, the Planning Commission recommended Preliminary Site Plan Approval subject to addressing conditions of staff and consultants.

This is a 69-unit project with municipal water and sewer systems. It is necessary to have a secondary access for emergencies, which will be a gated entrance and will tie into an existing driveway. There is one property owner, Ms. Jackson, that is the most impacted neighbor with the basin fencing and secondary access. It was noted that she is okay with the fencing being moved to as close to the basin as possible. Cliff Sieber stated that he has spoken with the property owner and the developer will pave the property owner's driveway up to her garage. Understanding that the property owner would prefer no change in the woods and property, Mr. O'Neil declared that the goal is to minimize the impact as much as possible.

Trustee Powell addressed the width of the sidewalks, their proximity to the roads and to the driveways. He suggested the sidewalks be widened to avoid the cars parking on them and also a six-inch rise to avoid cars rolling onto the sidewalks. Mr. O'Neil agreed to note these changes. Trustee Powell furthered that he is very pleased with the sidewalk width along Union Lake Road and questioned who is the owner of the land to the south-east, as he believes that if an easement could be obtain it would benefit residents in getting to downtown Union Lake. He would like to see a loop on the north-west end to provide future access. He identified a benefit to the sidewalks and driveways being of different material to separate and remind cars and pedestrians to look.

Mary Early, 5925 Pineridge Court. She asked at the Planning Commission meeting if within this development one unit would be a management office. She learned there would not be and that they would not have street lights, but lights outside the garage doors. She wants to know who is going to maintain the property so that it doesn't lead to degradation and crime.

It was MOVED by Clerk Lilley, SUPPORTED by Trustee Powell to approve the Preliminary Site Plan subject to staff and consultant comments, including the recent meeting that took place with Ms. Jackson that resolved the fire hydrant, fencing and driveway issue, and to include additions as discussed by the Board as directed by the Planning Department. The MOTION PASSED by voice vote (7 yes votes).

E. SUEZ FERAZUR PILOT STUDY AGREEMENT FOR ASPEN MEADOWS IRON FILTRATION PLANT

Aaron Potter indicated that DPS is seeking permission from the Board to commission the piloting of the Ferzazur iron removal process for Aspen Meadows Wellhouse. There are two quotes for the pilot study, one for the pilot itself and one for the engineer's time. Glenn Hummel with HESCO, will assist in assembling the pilots at not costs.

The process is a biological iron removal process discovered in the 1970's. The process uses naturally occurring ground water bacteria. The bacteria, through an enzyme process, absorb a component of the iron molecule as a nutrient and the precipitate is a solid iron. The process is very efficient and has been piloted and studied in Waterford Township. It is very high fluoride filter which leads to a smaller footprint, smaller equipment costs. You are left with a clean iron free effluent that requires very little chlorine to make it safe to drink. DPS believes this is a good, low-cost option for the Township. This would be a two-month pilot.

Treasurer Roman questioned what percentage of total water users will this new plant help. Mr. Potter answered that the average daily demand with this plant could provide 100% of the township with **nearly** iron free water. During peak demand it is close to six times the average factor, but would still require the use of the other plants.

Supervisor Kowall noted that this is the second plant of which the Township has at its current growth and customer base, but that the Township will need three of these plants.

Aaron Potter reminded that the Township has researched this topic and he indicated that this is within the feasibility study from 2004. This plan follows that study.

Clerk Lilley indicated that this project was committed prior to Aaron Potters time with White Lake Township and he commends him for his recommendation and efforts.

It was MOVED by Clerk Lilley, SUPPORTED by Trustee Powell to approve the Suez Ferazur Pilot Study Agreement for Aspen Meadows Iron Filtration Plant subject to the attorney's review and authorize the Township Supervisor to sign in the amount of \$14,000. The MOTION PASSED by voice vote (7 yes votes).

F. AGREEMENT TO RETAIN BAKER TILLY FOR WATER RATE STUDY

Aaron Potter stated that in light of recent growth in the system, projected capital improvement projects and development, and changes in operations and management, DPS is requiring approval to commission a Water Rate Study to be conducted by Baker Tilly Municipal Advisors (formerly Umbaugh and Associates). The last Water Rate Study was conducted in 2010 by Umbaugh and Associates.

The cost of the Water Rate Study is \$15,000.

Treasurer Roman wants to make sure that the rate study will look at the cost of the new iron filtration system and the water main down Bogie Lake Road as well.

It was MOVED by Clerk Lilley, SUPPORTED by Trustee Voorheis to approve the Water Rate Study to be conducted by Baker Tilly Municipal Advisors, formerly Umbaugh and Associates, subject to the attorney's review and authorize the Township Supervisor to sign. The MOTION PASSED by voice vote (7 yes votes).

G. AWARD BID FOR CONSTRUCTION OF SETTLER'S POINTE STORM WATER BASIN PROJECT

DPS requests the Board to award the contract to TSP Services, Inc., for the remediation of the Settler's Pointe Storm Water Basin Project following the recommendation letter from Johnson and Anderson dated April 2, 2019. TSP is the low bidder on the project and met all the requirements of the bid specifications. Pending the confirmation of the role.

Trustee Ruggles asked if it would be beneficial to solicit a quote from a tree company as they have \$42,000 to remove 54 trees and that seems excessive to him. He questioned whether it would be wise to exclude the tree removal and put that out to bid separately. He thinks that is a ridiculous amount.

Supervisor Kowal reminded that TSP Services were the low bidder on this project. He doesn't want to see a situation where they are using multiple contractors for specific jobs.

Trustee Powell stated that most contractors would appreciate taking something like this (tree removal) from them. He highly asks and recommends that even though it is bid this way, that the Township approach the contractor and ask that if the Township could take the tree removal out. He understands that it cannot be removed without their concurrence.

Trustee Smith concurs with Trustee Powell and Ruggles and believes it is a good idea to explore the possibility of removing the tree removal.

Aaron Potter thinks that at this point it would be unfair to ask TSP Services to grant us unit pricing based on a contract specification that is now changing after they bid. He believes that effectively this would put this back out to bid.

Trustee Powell indicated that if the TSP Services said no, he would concur with Mr. Potter. He further asked if the contract / proposal is written to give the Township the ability to modify the contract and unit amounts at the discretion of the Board. Mr. Potter doesn't believe such language is in the contract but would have to defer to the engineering firm.

Supervisor Kowall interjected that the same line item of work in all the bids goes from the low end in the \$20,000 to up to \$70,000. He stated that TSP Services is in mid-range.

Aaron Potter identified that there were to addendums already and all the bidders acknowledged the addendums. He feels like this would be an additional addendum that would restart the bid process.

Supervisor Kowall stated that it would also change the S.A.D. role if everything changes. We are not in the business of a la carte bids, we contracted this to be as cost effective as possible and out of the seven bids this is the contractor that was chosen, and the association seems comfortable with it. He is not going to second guess Mr. Potter. He is the DPS director and he will go along with him.

Trustee Powell clarified with Mr. Potter that this is a unit price contract, not a lump sum contract. He stated that if the unit price changes, it will change the entire process dramatically. We are asking them to go on the as built unit prices, not the lump sum bottom line. Therefore, if we remove the trees from the contract, we are saving the applicants money and reducing the cost of the contract. The argument that it would have to be rebid is not correct.

Trustee Ruggles agrees with the other quotes, but believes the tree removal prices are robbery prices and straight up being gouged. He will not go along with that as there are plenty of companies that can do better than that.

Trustee Smith believes it is worth exploring if it could save the residents money.

Trustee Voorheis identified that it will delay it.

Attorney Hamameh added that it will cost money due the notices that went out for the special assessment role confirmation and the publication cost.

Attorney Hamameh cautioned that they have made you an offer and if you don't accept it then you are making them a counter-offer, which they can reject.

Mike Leuffgen, Engineer. He stated that this is unit price contract and he knows that through the process changes will need to be made to the plan. Their full intent is to work with the contractor to limit the number of trees removed and shift things around. It will be an onsite effort. He's not sure about splitting things up between multiple contractors as it makes it more difficult to accomplish the goal.

Treasurer Roman believes that pulling out the trees to a lower bid penalizes that contractor and they could walk away. He reminded that if they do, the next low bidder is even more money even with a lower tree removal quote. His opinion is that you go with the low bidder as a package deal. He furthered that TSP could be unhappy with the tree removal done by another contractor and now you have complicated the project.

Trustee Powell reiterated that until the contractor is asked, we don't know for sure. Changes in the field will happen. The engineer established these quantities and have added in contingencies to account for that.

It was **MOVED** by Trustee Powell , **SUPPORTED** by Treasurer Roman for the Township to award the bid for the Settler's Pointe Storm Sewer Water Basin Project to TSP with the estimated construction price of \$130,000.00, subject to the actual units that are as built in the field and that staff and/or the engineer approach TSP regarding their allowance of the tree removal to be removed from their contract and if they don't, the contract stands. **The MOTION PASSED** by voice vote (7 yes votes).

**A. PUBLIC HEARING REGARDING CONFIRMATION OF ASSESSMENT ROLL FOR SETTLER'S
POINTE STORM WATER DETENTION SYSTEM RESTORATION**

It was **MOVED** by Supervisor Kowall, **SUPPORTED** by Treasurer Roman to open public hearing. **The MOTION PASSED** by a roll call vote (Kowall-yes/Lilley-yes/Roman-yes/Voorheis-yes/Smith-yes/Ruggles-yes/Powell-yes).

John Cole, Lot 22 – Settler's Pointe. He doesn't have a strong fuzzy feeling that Mr. Potter is acting on the best behalf of his subdivision. He declared that Supervisor Kowall is totally wrong in his estimates for how much the tree removal was as they are the third highest. He questioned when they find out what trees are being removed as he is struggling with the 52 trees being removed to fix the pond. Did it not bother the engineer or Mr. Potter that the company the Board has already selected and voted on had the second

lowest bid for excavation which he believes is the most critical part of this project. He asked what recourse they have and stated he feels like they have been robbed. He thanked Trustee Ruggles for supporting the stupid bid on the tree removal. It is absolutely stealing from us and we have no say in it.

Joe Kohls, 8185 High Point Trail. He concurs with Mr. Cole. He deals with a lot of suppliers and sees a lot of contracts. He thanked the board members that disagree with the tree removal pricing. He wouldn't be surprised that the TSP says no, but he appreciates the effort. He thinks \$40,000 is ridiculous. He totally disagrees that it will be mayhem of an issue to have a separate contractor for the trees. It is a lot of money out of their pocket.

Bill Thomas, 8180 High Point Trail. He is supportive, he thanks the Township for taking this project from them. There is no way they would have gotten a collective mind from the residents and gotten the job done. People are forgetting the fact that someone has to go door to door to try and get people to pay before we could make these repairs. The Township will go in and make the repairs for us and we thank you for that.

Rick Brown, 8159 High Point Trail. When this program began, we asked that they look at scope because there were a lot of concerns about the envision of perfect versus functional. He asks that it be reviewed and that we try to minimize scope because the costs seemed extreme for 37 homeowners to deal with a project of this magnitude. It would be nice if they were a larger subdivision and it could be divided more reasonably amongst homeowners. He appreciates the comments made, because until tonight he didn't feel that anyone tried to temper or control some of the scope and costs. He negotiated contracts for 30 years and just because the bids came in, didn't mean it was the end of the story. He is disappointed that there isn't anymore of a process that would allow for banter. He doesn't think it is unreasonable to tell a provider that they are way out of line on a cost and that if they can't become more reasonable on that cost, we think we can do it cheaper. He doesn't think it is unreasonable, but maybe that's a government way. It is certainly not the way industry does it and it is certainly not the way to control costs.

It was **MOVED** by Treasurer Roman, **SUPPORTED** by Trustee Ruggles to close public hearing regarding confirmation of assessment roll for settler's pointe storm water detention system restoration. The **MOTION PASSED** by voice vote (7 yes votes).

1. RESOLUTION #19-011; CONFIRM SPECIAL ASSESSMENT ROLL FOR SETTLER'S POINT STORM WATER DETENTION SYSTEM RESTORATION

Trustee Powell is concerned that the assessment is estimated at \$160,718.75 and it doesn't include any contingencies and the contract is a unit price contract. He questioned how the cubic yardage would be determined that the contract is subject to; whether it would be as built survey afterwards or will the truckloads be measured as they leave the site. To which Mike Leuffgen indicated the intent would be as built survey afterwards. Trustee Powell furthered that we have a contract with no contingencies at all. He is personally concerned that if we authorized this contract and it starts what do we do when it comes in \$20,000 over budget.

Supervisor Kowall stated that the option is as with every S.A.D. is to reassess whatever the differences are as provided by the law.

Trustee Powell replied that the Board would then have to hold a public hearing again and it is not a pleasant experience. He thought the Board agreed they would never have another contract without contingencies.

Supervisor Kowall indicated the need for a public hearing would depend on the percentage of the overage.

Aaron Potter stated that he and the engineer discussed contingencies and that they felt there was enough flexibility to allow them to accomplish field changes and such. The downside to having the contingencies in there is that these folks wouldn't get it back for ten years and that some of them may not still be the homeowner at that time. He personally was trying to tie up as little amount of their money as possible.

Treasurer Roman confirmed with attorney Hamameh that they cannot change the roll without delaying.

Attorney Hamameh confirmed that they would hold another public hearing to increase the amount as it was published for those that would be assessed would have to come to this public hearing or write a letter in advance.

Trustee Powell stated that they can always refund monies prior to the expiration of an S.A.D. if the project has been completed.

Treasurer Roman added that if all of the monies have been collected prior to the ten years, then absolutely. However, if you don't know if you're going to get that money, then you cannot refund.

Supervisor Kowal referenced a prior S.A.D. and indicated that under the statute we are not allowed to refund until the S.A.D. is termed out.

Treasurer Roman doesn't want to see a delay. He indicated just go with the \$160,000 as long as the residents know if there is cost overruns there will most likely be a reassessment.

It was MOVED by Treasurer Roman, SUPPORTED by Trustee Ruggles to approve Resolution #19-011; Resolution Confirming Special Assessment Roll for the S.A.D. designated Settler's Point Storm Water Detention System Restoration. The MOTION PASSED by roll call vote (Smith-yes/Ruggles-yes/Powell-yes, if it weren't for the urgency of time his vote would be different. It is not worth delaying this project/ Voorheis-yes/Roman-yes/Lilley-no/Kowall-yes, In the future we need to have as much of this covered so that we keep the impact to the residents as minimal as possible. He knows that the engineer and DPS director try to do a really good job are conscientious, but he difficulty is that there is only so much time. When we are asked to perform a ask that the community is unable to do we are trying to be a benefit and be of service of them with limited time.).

Clerk Lilley commented that when S.A.D.'s were started it was up to organizations or residents to come to the Board and ask for help for financing. It is noted that this is not the cheapest way to do things and that using your own financing or going to bank would be cheaper. The Townships process is to go out to bids. This is not the first-time people have gotten critical after bids were received. He is taken back when people who ask for help criticize Arron Potter for the job he has done and done well. It has never been the practice to pick and choose items out of a contract. If he was a contractor bidding for White lake Township, he wouldn't even bother because we have done this several times to accept the low bid and then criticize. We should stick to our guns and tell people to find their own financing.

B. PUBLIC HEARING; REGARDING ESTABLISHMENT OF SPECIAL ASSESSMENT DISTRICT FOR EMERGENCY SEWER CONNECTIONS 2019-01

It was **MOVED** by Clerk Lilley, **SUPPORTED** by Treasurer Roman to open public hearing. The **MOTION PASSED** by roll call vote (Kowall-yes/Lilley-yes/Roman-yes/Voorheis-yes/Smith-yes/Ruggles-yes/Powell-yes).

Public Hearing

No public comment made.

It was **MOVED** by Treasurer Roman, **SUPPORTED** by Trustee Smith to close public hearing. The **MOTION PASSED** (7 yes votes).

1. **RESOLUTION #19-012; ESTABLISH AND MAINTAIN A SPECIAL ASSESSMENT DISTRICT TO PAY COSTS ASSOCIATED THEREWITH AND TO APPROVE THE PLANS AND ESTIMATES OF COSTS THEREFOR TO BE KNOWN AS EMERGENCY SEWER CONNECTIONS 2019.01**

It was **MOVED** by Clerk Lilley, **SUPPORTED** by Trustee Voorheis to approve the emergency sewer connections, Resolution #19-012 consisting of four parcels; total cost of \$74,979.98 with a final hearing of May 14, 2019. The **MOTION PASSED** by roll call vote (Kowall-yes/Lilley-yes/Roman-yes/Voorheis-yes/Smith-yes/Ruggles-yes/Powell-yes).

RESOLUTIONS

- A. **RESOLUTION #19-013; DECLARING ITS INTENTION TO ESTABLISH A SPECIAL ASSESSMENT DISTRICT KNOWN AS BURGESS BAY AQUATIC WEED CONTROL AND LAKE IMPROVEMENT**

Trustee Powell confirmed that this is a Township Board initiated S.A.D. and not a lake board.

It was **MOVED** by Clerk Lilley, **SUPPORTED** by Trustee Powell to approve Resolution #19-013, to declare its intention to finance Burgess Bay weed control and lake improvement. This is an intention resolution set for public hearing on May 14, 2019. The **MOTION PASSED** by voice vote (7 yes votes).

B. RESOLUTION #19-008; APPROVE 2019 WEST NILE VIRUS PREVENTION PROGRAM

It was **MOVED** by Clerk Lilley, **SUPPORTED** by Trustee Voorheis to approve the West Nile Virus reimbursement request, Resolution #19-008 in the amount of \$5,526.80. The **MOTION PASSED** by voice vote (7 yes votes).

C. RESOLUTION #19-010; APPROVE MARINE PATROL SERVICES AGREEMENT WITH OAKLAND COUNTY SHERIFF'S OFFICE AND APPROVE AGREEMENT BETWEEN THE TOWNSHIP AND ASSOCIATIONS

Supervisor Kowall stated this a 3-year agreement between the Township and the County where the Township acts as a fiduciary for any assessments that are sought to be paid to the Sheriff to alleviate them having to seek payment.

Clerk Lilley. There are two attachments to the Resolution. First is an agreement between White Lake Township and the Oakland County Sheriff's Department and second is an agreement between White Lake Township and any lake association for the marine services. Part of that agreement is that they must post monies with White Lake Township and get a signed agreement by the supervisor.

It was **MOVED** by Clerk Lilley, **SUPPORTED** by Trustee Ruggles to approve Resolution #19-010 for an agreement with the Oakland County Sheriff's Department to provide marine patrol services for the Township of White Lake. The **MOTION PASSED** by voice vote (7 yes votes).

Clerk Lilley. The second part of the Resolution appears that there is an agreement between White Lake Township and Pontiac Lake Association for marine services in the amount of \$2,160 for the dates of May 24 -- September 2. He questions why the agreement was not signed ahead of time and if there is an actual agreement. If this is the makings of the agreement then he moves to authorize the supervisor to sign.

It was **MOVED** by Clerk Lilley, **SUPPORTED** by Treasurer Roman to approve what appears to be an agreement and authorize the supervisor to sign and establish a trust and agency account. The **MOTION PASSED** by voice vote (7 yes votes).

D. RESOLUTION #19-014; SUPPORTING LEGISLATION ALLOWING TOWNSHIP BOARDS THE OPTION TO HAVE ELECTED OFFICES APPEAR AS NON-PARTISAN ON BALLOT

Supervisor Kowall. The Michigan Township Association has requested local township consider to either support or oppose legislation to hold township board member elections on a nonpartisan ballot.

Clerk Lilley noted that all should have a copy of what was received by MTA. He notes that the current system has always worked well. A concern he has is with a long ballot the nonpartisan is located on the back-bottom side of the ballot. He is not receptive to deciding on this and it is his recommendation to table this or respond with no comment. He feels this involves more work for the clerk, not legislators and confuses the public. It is a difficult position for him.

Trustee Powell questioned how we even hold a primary if all positions are nonpartisan.

Supervisor Kowall indicated he is not comfortable with this at all.

Trustee Voorhies is surprised that MTA doesn't have a position on this.

Attorney Hamameh thought that MTA provided the draft resolution and that the resolution was to either support or oppose the resolution. The Board can express opposition or support. MTA hasn't taken a position because they are waiting for the locals to decide. She clarified that this Board is stating that the current legislation that would allow township boards to have non-partisan elections - that you are not in support of that legislation.

Treasurer Roman confirmed that you have to have partisan.

It was **MOVED** by Trustee Powell, **SUPPORTED** by Trustee Voorheis to approve the Resolution in opposition to the legislation allowing township boards to have elected officials appear as nonpartisan on a ballot. The **MOTION PASSED** by roll call vote (Ruggles-yes/Powell-yes/Smith-yes/Roman-yes/Lilley-yes/Kowall-yes/Voorheisi-yes).

E. RESOLUTION #19-015; ALLOWING A CHARITABLE GAMING LICENSE FOR THE LIBRARY

Supervisor Kowall clarified that if approved by the Board, it would then go to the State for final approval.

Clerk Lilley stated that it is necessary that the Friends of the Library must have liability insurance and provide proof of the same forthcoming.

Trustee Powell asked when proof of insurance needs to be provided and who verifies the amount and what is covered by said policy. He further questioned that this is a private event in a publicly owned building. He noted that this has been done before but that it is always a private venue, not a publicly owned building. He further questioned since this is a private event in a public building if that would preempt the public from entering it. He further questioned when/who gives permission to use a public building.

Trustee Ruggles asked if they are charging an entrance fee to enter a public building. He asked if for the first event on May 4, 2019 is for entrance or for activities.

Trustee Smith stated that she understands that this allows them to fundraise a certain number of times per year. They're not looking for just one event, but are looking to be a more active group. This is not specific to one event. It is to allow them to fundraise throughout the year. She further indicated that this license would go to the Friends of the Library not the Library building as their events may not always be held there.

Clerk Lilley noted that he spoke with the Gaming Commission and this application is strictly part of an application process that requires the Board's approval, prior to the rest of the application being submitted to the Gaming Commission. His only question was insurance since this particular event is being held at the Library and they currently do not have their own insurance. He questions whether the 501c3 has insurance as required.

Attorney Hamameh clarified that Clerk Lilley is not concerned about approving this application as much as he is with the need for insurance and responsibilities falling on the Township.

Trustee Powell asked how long is the application approved for to which several indicated one-year. He furthered if this license would approve the location of each event held.

Trustee Smith indicated that this license goes to just the Friends of the Library. This Board's part in it is to just approve this one-page portion. She cannot speak for the Friends or the Board, but it is her understanding that each entity has their own insurance at this time. Not that it is relative to this one-piece form. We are off topic. We should want people to have the correct licenses.

Attorney Hamameh clarified that this allows the Friends of the Library to do charitable gaming (i.e. raffles tickets). It is not location specific or event specific.

Clerk Lilley questioned if the Board is requiring proof of insurance. If the Friends of the Library hold an event in the Library, which is currently on Township's insurance, he is not going to vote to put the Township on the hook. They should provide their own liability insurance.

Trustee Powell reminded that we have done these before but they have always been venue and date specific. He questioned if the event takes place and something happens can the Township not be sued. He believes there must be some reason that the state asks us to approve this.

Attorney Hamameh confirmed that that the gaming license does not cover one specific event to be held at a specific location. If the Township has additional requirements, then they can require additional things (i.e. insurance), but this is the state's requirement, they just want the Township's feedback. If the Board would like to make an additional motion based on specific events, they can do that.

Trustee Smith indicated that the Friends of the Library president would have been here tonight but was advised by Supervisor Kowall that there was no need to appear. They would be happy to come and speak to the Board. They are set up as a 501c3 and it is her understanding that they have their own insurance, but that is irrelevant to this one piece of paper.

Supervisor Kowall agrees with Clerk Lilley regarding the insurance but agrees that a separate motion that would require proof of liability insurance to the Township for any gaming event held on Township property.

It was MOVED by Treasurer Roman, SUPPORTED by Trustee Smith to approve Resolution #19-015; local governing body resolution for charitable gaming license for Friends of the White Lake Township Library. The MOTION PASSED by roll call vote (Kowall-yes/Lilley-yes/Roman-yes/Voorheis-yes/Smith-yes/Ruggles-yes/Powell-yes).

It was MOVED by Supervisor Kowall, SUPPORTED by Trustee Smith to require as proof of liability insurance as approved by the Townships insurance carrier to be provided to the Township for any event held on Township property. The MOTION PASSED by roll call vote (Voorheis-yes/Powell-yes/Roman-yes/Kowall-yes/Lilley-yes/Ruggles-yes/Smith-yes, we should want to encourage people in the community to get proper licenses and follow rules so we shouldn't make it so hard on them.).

**F. RESOLUTION #19-016; DECLARING MAY 12-18, 2019 POLICE WEEK
TRUSTEE COMMENTS**

A resolution to declare May 12 - 18, 2019, as Police Week in the Charter Township of White Lake, Michigan.

Supervisor Kowall read the resolution into the record.

Trustee Powell believes this should be a Board Motion and not a recognition of one individual. To which Supervisor Kowall indicated it is a Board Motion. He doesn't believe a trustee's name should be placed in the resolution, but has no problem with Trustee Smith receiving recognition.

Trustee Smith suggest to amend the second paragraph of the Resolution to read:

"The following preamble of the resolution was offered by the Township Board of Charter Township of White Lake...."

It was MOVED by Trustee Smith, SUPPORTED by Trustee Powell to pass the Resolution and Township Board of the Charter Township of White Lake declaring Police Week May 12 -18, 2019; Resolution #19-016, as amended The MOTION PASSED by roll call vote (Kowall-yes/Lilley-yes/Roman-yes/Powell-yes, he wants to give credit to Trustee Smith/Ruggles-yes/Smith-yes/Voorhies-yes).

Chief Keller thanked the Board for the Police Week Resolution. He identified that it is National Safety Telecommunication Week. He wants to recognize and thank the dispatchers of White Lake Township to their dedication to the Township. He stated that without them the police and fire department cannot do their jobs effectively. They are the first line of defense and comfort to the residents who call. He appreciates each and everyone of our dispatchers and wants to commend them for the excellent job they do for the police department, fire department and the Township.

TRUSTEE COMMENTS

Trustee Voorheis - She attended the MTA convention in Grand Rapids earlier this month.

She mentioned that at the Historical Society meeting last month they viewed financial statements from 1958 and 1959 and noted what people made in that time for certain jobs. She finds this information very fascinating and will continue to share tidbits.

Trustee Powell - He thanked the Board for coming to a consensus and for a great meeting. He also wants to recognize the fact that we have many different religions, cultures and people represented in White Lake Township, but it is the most important holiday and recognition in the Christian faith this Sunday – Easter. Please be safe and those of you who believe go to your local church and give honor to Christ.

Treasurer Roman - Thanked the residents for coming to the Board Meeting tonight.

Trustee Ruggles - The Planning Commission had a meeting on March 21, 2019 to discuss West Valley. The April meetings have been cancelled. Happy Easter.

Trustee Smith - Police Week was started in 1962 nationwide. It is a Michigan Police Week. She is proud to be the first township in Michigan to bring Police Week forward and she hopes many more communities join before this May. May 15 is considered Police Memorial Day and going forward whichever week that day falls in will become Police Week. She asks the community to find creative ways to light up White Lake blue in support and appreciation (i.e. light bulb on front porch, ribbon on your door, car, or mailbox). She asked her colleagues to wear blue to the next board meeting.

Next, she spoke of CERT. 25 residents including herself and husband trained for 26 hours and they are willing, ready and able to support our first responders. She showed her CERT backpack and the items contained within. She noted that they received certificates of training. Residents who wear a CERT vest are there to help residents or first responders. There will be a mock search at Indian Springs for regional CERT and their team will participate. She asks the Board to support CERT in any way that it can. She identified that one way would be in the needs and wants phase of the Redstone Design and they would ask for a little bit of space; maybe a room or closet for storage.

Walled Lake Consolidated Schools asked our Board to entertain a supportive resolution which we did not put on our agenda, so she wants to remind residents in the Walled Lake community that there is an election on May 7.

The Library Board meets April 24th at 6:45 p.m. in the old building. It might be the last meeting to meet in the current library.

Friends of the Library are having a fundraiser on May 4 at the new library building. The VIP entrance is at 5:30pm and 6pm the tour and the theme is Kentucky derby. Feel free to dress the part.

The Police and Fire banquet is April 27th where they will recognize outstanding individuals from each department.

It is Child Abuse Prevention month as discussed earlier. You may see a lot of blue pinwheels in the community and that is what it is for. She noted that right now, Child Protective Services is in failure of their audit and they are charged with protecting our children and could do a better job.

It is also sexual abuse awareness month.

She would like to ask the Board to start vision planning quarterly. There is so much happening and growth in White Lake.

She closed by wishing everyone a safe and Happy Easter.

Clerk Lilley - He notes that it was long agenda this evening. He thanked his fellow Board members. He noted that you turn on T.V. these days and nobody wants to talk, there's no debating. He is happy to get his input in and everybody else's and believes the Board ultimately made some great decisions.

Supervisor Kowall - Thanked all the troopers who hung out tonight for 3-hour meeting. He agrees with Mr. Lilley that this Board doesn't always make the easiest or most popular decisions, but none the less they hash it out. He thinks they all gather something from each other and that though it may appear that there is agitation with each other, it is that passion that people on this Board have to make sure they do the best they can for this community. Sometimes decisions aren't easy or fun. We have a good group of people here and good leadership in place. He sleeps well at night knowing he does the right thing and this Board follows its conscious in doing the right thing. He wishes everyone a Happy Easter. God Bless and be safe.

It was MOVED by Trustee Voorheis, SUPPORTED by Trustee Fessler Smith to adjourn the meeting. The MOTION PASSED by voice vote (7 yes votes).

The meeting was adjourned at 10:04 p.m.

I, Terry Lilley, the duly elected and qualified Clerk of the Charter Township of White Lake, County of Oakland, State of Michigan, hereby certify that the foregoing is a true copy of the April 18, 2018 regular board meeting minutes.



Terry Lilley, Clerk
White Lake Township
Oakland County, Michigan

BOC MEETING DATE: May 23, 2019

<u>Resolution #/Title</u>	<u>Interlocal/ Intergovernmental Agreement Title</u>	<u>Juris./ County</u>	<u>Date County sent Agreement to Local Clerk with Letter</u>	<u>Date BOC Chairperson Signed Agreement</u>	<u>Date copy of Signed Agreement, Local Res. & BOC Res. mailed to Great Seal with Letter</u>	<u>Date SCANNED Signed Agreement, Local Res., BOC Res. & Letter to Great Seal E-MAILED to Corp Counsel (Pat Davis & Deanna Fett) with Memo</u>	<u>Date Fully Executed Original Agreement, copy of letter to Great Seal, and copy of BOC Res. sent to Local Unit with Memo</u>	<u>Date Copy of Fully Executed Agreement, Copy of Local Res., Copy of Letter to Great Seal & Copy of BOC Res. sent to County Department with Memo</u>	<u>Update Sire w/local resolution, Agreement, Great Seal letter, Corp Counsel, Department and Local Memo and BOC Misc Res</u>
MR #19179 - Sheriff's Office - Marine Patrol Service Agreement in the Charter Township of White Lake 2019-2021	Oakland County Sheriff's Office 2019-2021 Marine Patrol Services Agreement with the Charter Township of White Lake	Charter Township of White Lake	previously sent	6/12/2019	7/24/2019	7/24/2019	7/24/2019	7/24/2019	