

REPORT (MISC. #12023)

February 16, 2012

BY: Finance Committee, Tom Middleton, Chairperson

In Re: **MR #12023 – Sheriff's Office – Establishment of Standard Police and Fire Dispatch Services Agreements – April 1, 2012 Through March 31, 2015**

To: The Oakland County Board of Commissioners
Chairperson, Ladies and Gentlemen:

The Finance Committee, having reviewed the above-referenced resolution, reports with the recommendation that the resolution be adopted with an amendment to the following contract.

Police and Fire dispatch Service Agreement Between the County of Oakland and the City of Walled Lake – change signature page from

The City of Wixom,
a Michigan Municipal Corporation

BY: _____

William T. Roberts

Mayor

BY: _____

Catherine Buck, Clerk

To

The City of Walled Lake,
a Michigan Municipal Corporation

BY: _____

L. Dennis Whitt

Manager

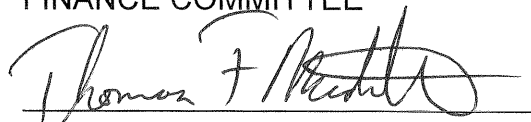
BY: _____

Tamara Williams

Deputy Clerk

Chairperson, on behalf of the Finance Committee, I move acceptance of the foregoing report.

FINANCE COMMITTEE



FINANCE COMMITTEE

Motion carried unanimously on a roll call vote with Greimel absent.

February 1, 2012

MISCELLANEOUS RESOLUTION # 12023

BY: Public Services Committee, Jim Runestad, Chairperson

IN RE: SHERIFF'S OFFICE – ESTABLISHMENT OF STANDARD POLICE AND FIRE DISPATCH SERVICES AGREEMENTS, APRIL 1, 2012-MARCH 31, 2015

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 Townships, Villages and Cities for the purpose of providing Sheriff dispatch services; and

WHEREAS for several years the County of Oakland and the Oakland County Sheriff have contracted with several Cities and Townships for police and fire dispatch services; and

WHEREAS the City of Wixom and the City of Walled Lake has requested Police and Fire Dispatch services from the Oakland County Sheriff; and

WHEREAS the City of Wixom and the City of Walled Lake has agreed to the attached contract which incorporates the current police and fire dispatch rates as established by the Oakland County Board of Commissioners; and

WHEREAS Corporation Counsel has reviewed the attached contracts and is in agreement.

NOW THEREFORE IT BE RESOLVED that the Oakland County Board of Commissioners hereby approves and, subject to the following paragraph, agrees to be bound by the terms and conditions contained in each of the following Agreements:

OAKLAND COUNTY SHERIFF'S OFFICE 2012-2015 POLICE AND FIRE DISPATCH SERVICES AGREEMENT WITH THE CITY OF WIXOM

OAKLAND COUNTY SHERIFF'S OFFICE 2012-2015 POLICE AND FIRE DISPATCH SERVICES AGREEMENT WITH THE CITY OF WALLED LAKE

BE IT FURTHER RESOLVED that upon receipt of a final, executed OAKLAND COUNTY SHERIFF'S OFFICE 2012-2015 POLICE AND FIRE DISPATCH SERVICES AGREEMENT from The City of Wixom and the City of Walled Lake accompanied by a certified copy of the resolution of their respective governing body accepting the Agreement, and upon the further acceptance of the above Agreement by the Oakland County Sheriff, the Oakland County Board of Commissioners authorizes its Chairperson to execute and enter into this Agreement on behalf of the County of Oakland.

BE IT FURTHER RESOLVED that the Oakland County Clerk shall maintain a file for the above Agreement, and upon receipt of a final, executed copy of the above Agreement, together with a certified copy of the community's governing body resolution approving same, the Oakland County Clerk shall notify the Oakland County Sheriff and the Chairperson of the Oakland County Board of Commissioners that the above Agreement is ready for their signatures which the Clerk shall witness.

BE IT FURTHER RESOLVED that after all signatures have been obtained on the Agreement, as provided for above, the Oakland County Clerk shall file a copy of the final, executed 2012-2015 POLICE AND FIRE DISPATCH SERVICE AGREEMENT with the Secretary of State.

Chairperson, on behalf of the Public Services Committee, I move the adoption of the foregoing resolution.

PUBLIC SERVICES COMMITTEE



Public Services Committee Vote:
Motion carried unanimously on a roll call vote

**POLICE AND FIRE DISPATCH SERVICE AGREEMENT
BETWEEN THE COUNTY OF OAKLAND
AND
THE CITY OF WIXOM**

This Agreement is made and entered into between the COUNTY OF OAKLAND, a Michigan Constitutional and Municipal Corporation, whose address is 1200 North Telegraph Road, Pontiac, Michigan 48341 (hereafter the "COUNTY"), and the City of Wixom, a Michigan Constitutional and Municipal Corporation, located within Oakland County, whose address is 49045 Pontiac Trail, Wixom, Michigan 48393-2567 (hereafter the "MUNICIPALITY"). In this Agreement, the COUNTY shall also be represented by the OAKLAND COUNTY SHERIFF, Michael J. Bouchard, in his official capacity as a Michigan Constitutional Officer, whose address is 1201 North Telegraph Road, Pontiac, Michigan 48341 (hereafter the "SHERIFF"). In this Agreement, whenever the COUNTY and the SHERIFF are intended to be referred to jointly, they shall collectively be referred to as the "OAKLAND COUNTY SHERIFF'S OFFICE" or, as abbreviated, the "O.C.S.O."

WITNESSETH

WHEREAS, the MUNICIPALITY is authorized by law to provide police and fire protection service for residents of the MUNICIPALITY; and

WHEREAS, in order to provide effective police and fire protection services for its residents, the MUNICIPALITY also must provide for MUNICIPAL Police and Fire Department communication and dispatch functions; and

WHEREAS, the OAKLAND COUNTY SHERIFF'S OFFICE (O.C.S.O.) now provides police communication and dispatch functions and has the capability to provide police and fire dispatch functions but, absent this Agreement, is not obligated to provide any "POLICE and/or FIRE DISPATCH SERVICE(S)", as defined in this Agreement, for the MUNICIPALITY; and

WHEREAS, the COUNTY and the MUNICIPALITY may enter into an contract by which the O.C.S.O. would provide POLICE and FIRE DISPATCH SERVICE(S) for the MUNICIPALITY; and

WHEREAS, the MUNICIPALITY has concluded that it is more cost effective for the MUNICIPALITY to contract for POLICE and FIRE DISPATCH SERVICE(S) with the O.C.S.O. than to equip and staff its own police and fire communication and dispatch center; and

WHEREAS, the O.C.S.O. agrees to provide POLICE and FIRE DISPATCH SERVICE(S) for the "MUNICIPAL POLICE and FIRE PERSONNEL", as defined in this Agreement, under the following terms and conditions;

NOW, THEREFORE, in consideration of these premises, and the following promises, representations, and acknowledgments, it is mutually agreed as follows:

1. The COUNTY, with the cooperation and approval of the SHERIFF, shall, in conjunction with its existing O.C.S.O. police communications functions, provide POLICE and FIRE DISPATCH SERVICE(S) to POLICE and FIRE PERSONNEL for the MUNICIPALITY.
2. For all purposes and as used throughout this Agreement, the words and expressions listed below, whether used in the singular or plural, within or without quotation marks, or possessive or non-possessive, shall be defined, read, and interpreted as follows:
 - a. "POLICE DISPATCH SERVICE(S)" shall be defined to include: any emergency or non-emergency telephone call or notice, of any kind, received by the O.C.S.O., which either requests, requires or, in the sole judgment of the O.C.S.O. or designated COUNTY AGENT(S), appears to request or require the presence, attention, or services of any MUNICIPAL POLICE PERSONNEL to address, respond, or attend to any issue, event, or circumstance involving public safety, a breach of peace, public health, an accident or accidental injury, the protection of property, any emergency (including, but not limited to

criminal, medical, fire, health, civil disputes, and/or civil infractions), which results in any O.C.S.O. or designated COUNTY AGENT(S) radio communication, or any attempted radio communication to any MUNICIPAL POLICE PERSONNEL.

- b. "MUNICIPAL POLICE PERSONNEL" shall be defined to include: any and all uniformed, non-uniformed, civilian, command, volunteer, administrative and/or supervisory personnel employed and/or contracted with by the MUNICIPALITY either to provide, supply, support, administer, or direct any MUNICIPAL police or law enforcement services and/or any persons acting by, through, under, or in concert with any of them; or any other MUNICIPAL official, officer, employee or agent whose MUNICIPAL job duties may include the receipt of any O.C.S.O. POLICE DISPATCH SERVICE(S).
 - c. "FIRE DISPATCH SERVICE(S)" shall be defined to include: any emergency or non-emergency telephone call or notice, of any kind, received by the O.C.S.O., which either requests, requires or, in the sole judgment of the O.C.S.O. or designated COUNTY AGENT(S), appears to request or require the presence, attention, or services of any MUNICIPAL FIRE PERSONNEL to address, respond, or attend to any issue, event, or circumstance involving public health or safety, an accident or accidental injury, the protection of property, any emergency (including, but not limited to medical, fire, and/or health), which results in any O.C.S.O. or designated COUNTY AGENT(S) radio communication, or any attempted radio communication to any MUNICIPAL FIRE PERSONNEL.
 - d. "MUNICIPAL FIRE PERSONNEL" shall be defined to include: any and all uniformed, non-uniformed, civilian, command, volunteer, administrative and/or supervisory personnel employed and/or contracted with by the MUNICIPALITY either to provide, supply, support, administer, or direct any MUNICIPAL fire or emergency related services and/or any persons acting by, through, under, or in concert with any of them; or any other MUNICIPAL official, officer, employee or agent whose MUNICIPAL job duties may include the receipt of any O.C.S.O. FIRE DISPATCH SERVICE(S).
 - e. "COUNTY AGENT(S)" shall be defined to include the OAKLAND COUNTY SHERIFF, SHERIFF Michael J. Bouchard, and any and all other COUNTY elected and appointed officials, commissioners, officers, boards, committees, commissions, departments, divisions, volunteers, employees (including any SHERIFF'S DEPUTY or SHERIFF'S DEPUTIES), agents, representatives, contractors, predecessors, successors, assigns, attorneys, or auditors (whether such persons act or acted in their personal, representative, or official capacities), and any and all persons acting by, through, under, or in concert with any of them. COUNTY AGENT(S) as defined in this Agreement shall also include any person who was a COUNTY AGENT(S) at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in his/her previous capacity.
 - f. "CLAIM(S)" shall be defined to include any and all losses, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, penalties, and costs and expenses, including, but not limited to, any reimbursement for reasonable attorney fees, witness fees, court costs, investigation and/or litigation expenses, any amounts paid in settlement, or any other amount for which either party becomes legally and/or contractually obligated to pay, or any other liabilities of any kind whatsoever 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.
3. The MUNICIPALITY agrees that under the terms of this Agreement, except for the POLICE and FIRE DISPATCH SERVICE(S) expressly contracted for herein, the O.C.S.O. and/or any COUNTY AGENT(S) shall not be obligated, in any other way, to provide or assist the MUNICIPALITY or any MUNICIPAL POLICE and FIRE PERSONNEL with any other direct, indirect, backup, or supplemental support or police or fire or emergency-related service or protection, of any kind or nature whatsoever, or required to send any COUNTY AGENT(S) to respond, in any way, to any call for MUNICIPAL POLICE and FIRE PERSONNEL services.

4. The MUNICIPALITY agrees that it shall, at all times and under all circumstances, remain solely and exclusively responsible for all costs and/or liabilities associated with providing available on-duty MUNICIPAL POLICE and FIRE PERSONNEL to receive and respond to any O.C.S.O. or designated COUNTY AGENT(S) POLICE and FIRE DISPATCH SERVICE(S) in a timely and professional manner.
5. The MUNICIPALITY acknowledges that there may be circumstances when, despite all reasonable O.C.S.O. or COUNTY AGENT(S) efforts, an O.C.S.O. or COUNTY AGENT(S) attempt to communicate or provide POLICE and FIRE DISPATCH SERVICE(S) for MUNICIPAL POLICE and FIRE PERSONNEL may be unsuccessful and, as a result, MUNICIPAL POLICE and FIRE PERSONNEL'S timely response to a call for MUNICIPAL POLICE and FIRE PERSONNEL assistance may not be forthcoming.
6. The MUNICIPALITY agrees that this Agreement does not, and is not intended to, include any O.C.S.O. warranty, promise, or guaranty, of any kind or nature whatsoever, concerning the provision of POLICE and FIRE DISPATCH SERVICE(S) to the MUNICIPALITY except that the COUNTY will make a reasonable effort to provide POLICE and FIRE DISPATCH SERVICE(S) for MUNICIPAL POLICE and FIRE PERSONNEL consistent with existing O.C.S.O. communication and dispatching policies, procedures, orders, and standards.
7. The MUNICIPALITY agrees that under the terms of this Agreement the MUNICIPALITY shall be solely and exclusively responsible for all costs, expenses and liabilities associated with the purchase, lease, operation, and/or use of any MUNICIPAL POLICE and/or FIRE PERSONNEL radio or other communication equipment, and that the O.C.S.O. shall not be obligated to provide any MUNICIPAL POLICE and/or FIRE PERSONNEL with any radio or other communication equipment of any kind. Similarly, the COUNTY agrees that the MUNICIPALITY shall not be obligated under the terms of this Agreement to supply or provide the O.C.S.O. with any additional telephones, telephone lines, radios, or other communications equipment or property.
8. The MUNICIPALITY agrees that this Agreement does not, and is not intended to, obligate or require the O.C.S.O. to change, alter, modify, or develop any different dispatch related codes, policies, practices or procedures; purchase or use any special or additional equipment; or, alternatively, prohibit the O.C.S.O. from implementing any future communication-related changes that the O.C.S.O., in its judgment and discretion, believes to be in its best interest.
9. The MUNICIPALITY agrees that it shall be solely and exclusively responsible, during the term of this Agreement, for guaranteeing that: (a) all MUNICIPAL POLICE and FIRE PERSONNEL radios and/or other communication equipment will be properly set and adjusted to receive any POLICE and/or FIRE DISPATCH SERVICE(S) from the O.C.S.O. and/or COUNTY AGENT(S) and otherwise maintained in full and proper working order; (b) all MUNICIPAL POLICE and FIRE PERSONNEL will be adequately trained and will comply with all applicable O.C.S.O. communications codes, practices, policies and procedures, as well as any applicable state or federal (FCC) communication requirements; (c) the MUNICIPALITY and all MUNICIPAL POLICE and FIRE PERSONNEL shall, at all times, promptly and properly notify the designated COUNTY AGENT(S) of any on-duty or off-duty status and/or availability or unavailability of MUNICIPAL POLICE and FIRE PERSONNEL to receive POLICE and/or FIRE DISPATCH SERVICE(S) from the O.C.S.O.; and (d) all MUNICIPAL POLICE and FIRE PERSONNEL radio and communication equipment, policies, practices and procedures shall conform to those of the O.C.S.O. as they now exist or may be changed in the future.
10. Subject to the following Paragraph, and unless canceled as provided for in this Paragraph, this Agreement shall become effective on April 1, 2012 and shall remain in effect continuously until it expires, without any further act or notice being required of any party, at 11:59 P.M. on March 31, 2015. The COUNTY, the SHERIFF, or the MUNICIPALITY may cancel this Agreement, for any reason, including the convenience of any party, and without any penalty, before its March 31, 2015 expiration by delivering a written notice of the cancellation of this Agreement to the other signatories to this Agreement, or their successors in office. Such written notice shall provide at least a ninety (90) calendar day notice of the effective date of cancellation, and such cancellation of this Agreement shall be effective at 11:59 P.M. on the last calendar day of the calendar month following the expiration of the 90 calendar day notice period.

11. 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'S Governing Body. The approval and terms of this Agreement shall be entered into the official minutes and proceedings of the COUNTY Board of Commissioners and MUNICIPALITY Governing Body and also shall 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 by a designated COUNTY AGENT(S) with the Secretary of State for the State of Michigan and shall not become effective prior to the filing of this Agreement with the Secretary of State.
12. In consideration of the COUNTY'S promises and efforts under this Agreement, the MUNICIPALITY agrees to pay to the COUNTY \$10,133.00 (Ten Thousand One Hundred Thirty Three Dollars) per month for service for the months of April 1, 2012 through March 31, 2013, \$10,335.00 (Ten Thousand Three Hundred Thirty Five Dollars) per month for service for the months of April 1, 2013 through March 31, 2014 and \$10,542.00 (Ten Thousand Five Hundred Forty Two Dollars) per month for service for the months of April 1, 2014 through March 31, 2015 as follows:
 - a. The COUNTY shall send an invoice to the MUNICIPALITY on the first calendar day of each month for services rendered the previous month. The MUNICIPALITY shall have 30 days from the date of each invoice to make payment. For example, for services rendered in July of 2012, the COUNTY will bill the MUNICIPALITY on August 1, 2012 and the MUNICIPALITY shall pay the invoice within 30 days of the invoice date.
 - b. All Monthly payments shall be due and payable by the MUNICIPALITY without any further notice or demand from the COUNTY.
 - c. Each monthly payment shall be made by a check drawn on a MUNICIPALITY account and shall be made payable to the County of Oakland and delivered to the attention of: Mr. Andy Meisner, Oakland County Treasurer, 1200 N. Telegraph Road, Pontiac, MI 48341-0479 (or such other person as the COUNTY may from time to time designate in writing).
 - d. Each such payment shall clearly identify that it is a monthly payment being made pursuant to this Agreement and identify the calendar month for which the MUNICIPALITY intended the payment to apply. The MUNICIPALITY agrees that the COUNTY, in its discretion, may apply any monthly payment received from the MUNICIPALITY to any past due amount or monthly payment then due and owing to the COUNTY pursuant to this Agreement.
13. If the MUNICIPALITY fails, for any reason, to pay the COUNTY any moneys due 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 setoff 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 setoff 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 offsetting 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 setoff 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 paragraph 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 paragraph 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 expense, including attorney's fees and court costs, incurred by the COUNTY in the collection of any amount owed by the MUNICIPALITY.

14. The MUNICIPALITY agrees that all MUNICIPALITY representations, liabilities, payment obligations, and/or any other related obligations provided for in this Agreement with regard to any acts, occurrences, events, transactions, or CLAIM(S), either occurring or having their basis in any events or transactions that occurred before the cancellation or expiration of this Agreement, shall survive the cancellation or expiration of this Agreement. The parties agree that the expiration, cancellation, or termination of this Agreement shall be without prejudice to any rights or claims of either party against the other and shall not relieve either party of any obligations which, by their nature, survive expiration or termination of this Agreement.
15. Each Party shall be responsible for any CLAIM made against that Party and for the acts of its Employees or Agents.
16. In any CLAIM 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.
17. Except as otherwise provided in this Agreement, neither Party shall have any right under any legal principle to be indemnified by the other Party or any of its agents or employees in connection with any CLAIM.
18. 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.
19. The MUNICIPALITY and the COUNTY agree that neither the COUNTY nor any COUNTY AGENT(S), by virtue of this Agreement or otherwise, shall be considered or asserted to be employees of the MUNICIPALITY and further agree that, at all times and for all purposes under the terms of this Agreement, the COUNTY and/or any COUNTY AGENT(S) legal status and relationship to the MUNICIPALITY shall be that of an Independent Contractor. The parties also agree that no MUNICIPAL POLICE and FIRE PERSONNEL or any other MUNICIPALITY employee shall, by virtue of this Agreement or otherwise, be considered or asserted to be an employee, agent, or working under the supervision and control of the COUNTY and/or any COUNTY AGENT(S).
20. The MUNICIPALITY and the COUNTY agree that, at all times and for all purposes relevant to this Agreement, the MUNICIPALITY and the O.C.S.O. shall each remain the sole and exclusive employer of each of their respective employees. The MUNICIPALITY and the COUNTY each agree to remain solely and exclusively responsible for the payment of each of their respective employees' wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, training expenses, 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, employment taxes, or any other statutory or contractual right or benefit based, in any way, upon employment of any COUNTY AGENT(S) or any MUNICIPAL POLICE and/or FIRE PERSONNEL or any other MUNICIPAL employee.
21. This Agreement does not, and is not it intended to, create, change, modify, supplement, supersede, or otherwise affect or control, in any manner, any term(s) or condition(s) of employment of any COUNTY AGENT(S), any applicable O.C.S.O. employment and/or union contract(s), any level(s) or amount(s) of supervision, any standard(s) of performance, any sequence or manner of performance, and/or any O.C.S.O. rule(s), regulation(s), training and education standard(s), hours of work, shift assignment(s), 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/or all conduct and actions of any COUNTY AGENT(S).
22. The MUNICIPALITY agrees that neither the MUNICIPALITY nor any MUNICIPAL POLICE and FIRE PERSONNEL shall provide, furnish or assign any COUNTY AGENT(S) with any job instructions, job descriptions, job specifications, or job duties, or, in any manner, attempt to control, supervise, train, or direct any COUNTY AGENT(S) in the performance of any COUNTY or COUNTY AGENT(S) duty or obligation under the terms of this Agreement.

23. The MUNICIPALITY agrees that it shall promptly deliver to the O.C.S.O. written notice and copies of any CLAIM(S), complaint(s), charge(s), or any other accusation(s) or allegation(s) of negligence or other wrongdoing, whether civil or criminal in nature, that the MUNICIPALITY becomes aware of which involves, in any way, the O.C.S.O. or any COUNTY AGENT(S). The MUNICIPALITY agrees to cooperate with the O.C.S.O. in any investigation conducted by the SHERIFF of any act(s) or performance of any duties by any COUNTY AGENT(S).
24. Any signatory or any signatories' successor in office to this Agreement shall send, by first class mail, any correspondence and written notices required or permitted by this Agreement to each of the signatories of this Agreement, or any signatories' successor in office, to the addresses shown in this Agreement. Any written notice required or permitted under this Agreement 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.
25. 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 is intended to and, in all cases, shall 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, possessive or non-possessive, shall be deemed to include the other whenever the context so suggests or requires.
26. Absent an express written waiver, the failure of any party to pursue any right granted under this Agreement shall not be deemed a waiver of that right regarding any existing or subsequent breach or default under this Agreement. No failure or delay on the part of 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.
27. The COUNTY and the MUNICIPALITY acknowledge that this Agreement shall be binding upon each of them and, to the extent permitted by law, upon their administrators, representatives, executors, successors and assigns, and all persons acting by, through, under, or in concert with any of them.
28. The MUNICIPALITY acknowledges that it has reviewed all of its current or proposed contracts, including any and all labor or union contracts with any MUNICIPAL POLICE OR FIRE PERSONNEL, and hereby warrants that the MUNICIPALITY does not have and will not have at any time during the term of this Agreement, any other contractual agreements that will in any manner restrict, interfere with, or prohibit the MUNICIPALITY and any MUNICIPAL POLICE OR FIRE PERSONNEL, or any other person from complying with the MUNICIPALITY'S obligations and duties as set forth in this Agreement and/or the MUNICIPAL POLICE OR FIRE DISPATCH SERVICES as described herein.
29. This Agreement, consisting of seven (7) pages, sets forth the entire contract and understanding between the COUNTY and the MUNICIPALITY and fully supersedes any and all prior contracts, agreements or over any actual or apparent conflict with any term or condition in such a lease. It is further understood and agreed that the terms of this Agreement are contractual and are not a mere recital and that there are no other contracts, understandings, or representations between the COUNTY 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 in accordance with the procedures set forth herein.
30. For and in consideration of the mutual promises, acknowledgments, 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 and the MUNICIPALITY hereby agree and promise to be bound by the terms and provisions of this Agreement.

IN WITNESS WHEREOF, Kevin W. Hinkley, Mayor of the City of Wixom, hereby acknowledges that he or she has been authorized by a resolution of the Wixom City Council (a certified copy of which is attached) to execute this Agreement on behalf of the City of Wixom and hereby accepts and binds the City of Wixom to the terms and conditions of this Agreement on this _____ day of _____, 2012.

WITNESSES:

CITY OF WIXOM,
a Michigan Municipal Corporation

BY: _____
Kevin W. Hinkley
Mayor

BY: _____
Linda Kirby
Clerk

IN WITNESS WHEREOF, Michael J. Gingell, 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 amendment to the Current Agreement on behalf of the COUNTY OF OAKLAND and hereby accepts and binds the COUNTY OF OAKLAND to the terms and conditions of this Agreement on this _____ day of _____, 2012.

WITNESS:

COUNTY OF OAKLAND, a Michigan Municipal Corporation

BY: _____
Michael J. Gingell
Chairperson, Oakland County Board of Commissioners

IN WITNESS WHEREOF, Michael J. Bouchard, in his official capacity as the OAKLAND COUNTY SHERIFF, a Michigan Constitutional Office, hereby concurs and accepts the terms and conditions of this Agreement on this _____ day of _____, 2012.

WITNESS:

OAKLAND COUNTY SHERIFF, a Michigan Constitutional Officer

BY: _____
Michael J. Bouchard,
Oakland County Sheriff

**POLICE AND FIRE DISPATCH SERVICE AGREEMENT
BETWEEN THE COUNTY OF OAKLAND
AND
THE CITY OF WALLED LAKE**

This Agreement is made and entered into between the COUNTY OF OAKLAND, a Michigan Constitutional and Municipal Corporation, whose address is 1200 North Telegraph Road, Pontiac, Michigan 48341 (hereafter the "COUNTY"), and the CITY OF WALLED LAKE, a Michigan Constitutional and Municipal Corporation, located within Oakland County, whose address is 1499 E. West Maple Road, Walled Lake, Michigan, 48390 (hereafter the "MUNICIPALITY"). In this Agreement, the COUNTY shall also be represented by the OAKLAND COUNTY SHERIFF, Michael J. Bouchard, in his official capacity as a Michigan Constitutional Officer, whose address is 1201 North Telegraph Road, Pontiac, Michigan 48341 (hereafter the "SHERIFF"). In this Agreement, whenever the COUNTY and the SHERIFF are intended to be referred to jointly, they shall collectively be referred to as the "OAKLAND COUNTY SHERIFF'S OFFICE" or, as abbreviated, the "O.C.S.O."

WITNESSETH

WHEREAS, the MUNICIPALITY is authorized by law to provide police and fire protection service for residents of the MUNICIPALITY; and

WHEREAS, in order to provide effective police and fire protection services for its residents, the MUNICIPALITY also must provide for MUNICIPAL Police and Fire Department communication and dispatch functions; and

WHEREAS, the OAKLAND COUNTY SHERIFF'S OFFICE (O.C.S.O.) now provides police communication and dispatch functions and has the capability to provide police and fire dispatch functions but, absent this Agreement, is not obligated to provide any "POLICE and/or FIRE DISPATCH SERVICE(S)", as defined in this Agreement, for the MUNICIPALITY; and

WHEREAS, the COUNTY and the MUNICIPALITY may enter into a contract by which the O.C.S.O. would provide POLICE and FIRE DISPATCH SERVICE(S) for the MUNICIPALITY; and

WHEREAS, the MUNICIPALITY has concluded that it is more cost effective for the MUNICIPALITY to contract for POLICE and FIRE DISPATCH SERVICE(S) with the O.C.S.O. than to equip and staff its own police and fire communication and dispatch center; and

WHEREAS, the O.C.S.O. agrees to provide POLICE and FIRE DISPATCH SERVICE(S) for the "MUNICIPAL POLICE and FIRE PERSONNEL", as defined in this Agreement, under the following terms and conditions;

NOW, THEREFORE, in consideration of these premises, and the following promises, representations, and acknowledgments, it is mutually agreed as follows:

1. The COUNTY, with the cooperation and approval of the SHERIFF, shall, in conjunction with its existing O.C.S.O. police communications functions, provide POLICE and FIRE DISPATCH SERVICE(S) to POLICE and FIRE PERSONNEL for the MUNICIPALITY.
2. For all purposes and as used throughout this Agreement, the words and expressions listed below, whether used in the singular or plural, within or without quotation marks, or possessive or non-possessive, shall be defined, read, and interpreted as follows:
 - a. "POLICE DISPATCH SERVICE(S)" shall be defined to include: any emergency or non-emergency telephone call or notice, of any kind, received by the O.C.S.O., which either requests, requires or, in the sole judgment of the O.C.S.O. or designated COUNTY AGENT(S), appears to request or require the presence, attention, or services of any MUNICIPAL POLICE PERSONNEL to address, respond, or attend to any issue, event, or circumstance involving public safety, a breach of peace, public health, an accident or

accidental injury, the protection of property, any emergency (including, but not limited to criminal, medical, fire, health, civil disputes, and/or civil infractions), which results in any O.C.S.O. or designated COUNTY AGENT(S) radio communication, or any attempted radio communication to any MUNICIPAL POLICE PERSONNEL.

- b. "MUNICIPAL POLICE PERSONNEL" shall be defined to include: any and all uniformed, non-uniformed, civilian, command, volunteer, administrative and/or supervisory personnel employed and/or contracted with by the MUNICIPALITY either to provide, supply, support, administer, or direct any MUNICIPAL police or law enforcement services and/or any persons acting by, through, under, or in concert with any of them; or any other MUNICIPAL official, officer, employee or agent whose MUNICIPAL job duties may include the receipt of any O.C.S.O. POLICE DISPATCH SERVICE(S).
- c. "FIRE DISPATCH SERVICE(S)" shall be defined to include: any emergency or non-emergency telephone call or notice, of any kind, received by the O.C.S.O., which either requests, requires or, in the sole judgment of the O.C.S.O. or designated COUNTY AGENT(S), appears to request or require the presence, attention, or services of any MUNICIPAL FIRE PERSONNEL to address, respond, or attend to any issue, event, or circumstance involving public health or safety, an accident or accidental injury, the protection of property, any emergency (including, but not limited to medical, fire, and/or health), which results in any O.C.S.O. or designated COUNTY AGENT(S) radio communication, or any attempted radio communication to any MUNICIPAL FIRE PERSONNEL.
- d. "MUNICIPAL FIRE PERSONNEL" shall be defined to include: any and all uniformed, non-uniformed, civilian, command, volunteer, administrative and/or supervisory personnel employed and/or contracted with by the MUNICIPALITY either to provide, supply, support, administer, or direct any MUNICIPAL fire or emergency related services and/or any persons acting by, through, under, or in concert with any of them; or any other MUNICIPAL official, officer, employee or agent whose MUNICIPAL job duties may include the receipt of any O.C.S.O. FIRE DISPATCH SERVICE(S).
- e. "COUNTY AGENT(S)" shall be defined to include the OAKLAND COUNTY SHERIFF, SHERIFF Michael J. Bouchard, and any and all other COUNTY elected and appointed officials, commissioners, officers, boards, committees, commissions, departments, divisions, volunteers, employees (including any SHERIFF'S DEPUTY or SHERIFF'S DEPUTIES), agents, representatives, contractors, predecessors, successors, assigns, attorneys, or auditors (whether such persons act or acted in their personal, representative, or official capacities), and any and all persons acting by, through, under, or in concert with any of them. COUNTY AGENT(S) as defined in this Agreement shall also include any person who was a COUNTY AGENT(S) at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in his/her previous capacity.
- f. "CLAIM(S)" shall be defined to include any and all losses, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, penalties, and costs and expenses, including, but not limited to, any reimbursement for reasonable attorney fees, witness fees, court costs, investigation and/or litigation expenses, any amounts paid in settlement, or any other amount for which either party becomes legally and/or contractually obligated to pay, or any other liabilities of any kind whatsoever 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.

- 3. The MUNICIPALITY agrees that under the terms of this Agreement, except for the POLICE and FIRE DISPATCH SERVICE(S) expressly contracted for herein, the O.C.S.O. and/or any COUNTY AGENT(S) shall not be obligated, in any other way, to provide or assist the MUNICIPALITY or any MUNICIPAL POLICE and FIRE PERSONNEL with any other direct, indirect, backup, or supplemental support or police or fire or emergency-related service or protection, of any kind or nature whatsoever, or required to send any COUNTY AGENT(S) to respond, in any way, to any call for MUNICIPAL POLICE and FIRE PERSONNEL services.

4. The MUNICIPALITY agrees that it shall, at all times and under all circumstances, remain solely and exclusively responsible for all costs and/or liabilities associated with providing available on-duty MUNICIPAL POLICE and FIRE PERSONNEL to receive and respond to any O.C.S.O. or designated COUNTY AGENT(S) POLICE and FIRE DISPATCH SERVICE(S) in a timely and professional manner.
5. The MUNICIPALITY acknowledges that there may be circumstances when, despite all reasonable O.C.S.O. or COUNTY AGENT(S) efforts, an O.C.S.O. or COUNTY AGENT(S) attempt to communicate or provide POLICE and FIRE DISPATCH SERVICE(S) for MUNICIPAL POLICE and FIRE PERSONNEL may be unsuccessful and, as a result, MUNICIPAL POLICE and FIRE PERSONNEL'S timely response to a call for MUNICIPAL POLICE and FIRE PERSONNEL assistance may not be forthcoming.
6. The MUNICIPALITY agrees that this Agreement does not, and is not intended to, include any O.C.S.O. warranty, promise, or guaranty, of any kind or nature whatsoever, concerning the provision of POLICE and FIRE DISPATCH SERVICE(S) to the MUNICIPALITY except that the COUNTY will make a reasonable effort to provide POLICE and FIRE DISPATCH SERVICE(S) for MUNICIPAL POLICE and FIRE PERSONNEL consistent with existing O.C.S.O. communication and dispatching policies, procedures, orders, and standards.
7. The MUNICIPALITY agrees that under the terms of this Agreement the MUNICIPALITY shall be solely and exclusively responsible for all costs, expenses and liabilities associated with the purchase, lease, operation, and/or use of any MUNICIPAL POLICE and/or FIRE PERSONNEL radio or other communication equipment, and that the O.C.S.O. shall not be obligated to provide any MUNICIPAL POLICE and/or FIRE PERSONNEL with any radio or other communication equipment of any kind. Similarly, the COUNTY agrees that the MUNICIPALITY shall not be obligated under the terms of this Agreement to supply or provide the O.C.S.O. with any additional telephones, telephone lines, radios, or other communications equipment or property.
8. The MUNICIPALITY agrees that this Agreement does not, and is not intended to, obligate or require the O.C.S.O. to change, alter, modify, or develop any different dispatch related codes, policies, practices or procedures; purchase or use any special or additional equipment; or, alternatively, prohibit the O.C.S.O. from implementing any future communication-related changes that the O.C.S.O., in its judgment and discretion, believes to be in its best interest.
9. The MUNICIPALITY agrees that it shall be solely and exclusively responsible, during the term of this Agreement, for guaranteeing that: (a) all MUNICIPAL POLICE and FIRE PERSONNEL radios and/or other communication equipment will be properly set and adjusted to receive any POLICE and/or FIRE DISPATCH SERVICE(S) from the O.C.S.O. and/or COUNTY AGENT(S) and otherwise maintained in full and proper working order; (b) all MUNICIPAL POLICE and FIRE PERSONNEL will be adequately trained and will comply with all applicable O.C.S.O. communications codes, practices, policies and procedures, as well as any applicable state or federal (FCC) communication requirements; (c) the MUNICIPALITY and all MUNICIPAL POLICE and FIRE PERSONNEL shall, at all times, promptly and properly notify the designated COUNTY AGENT(S) of any on-duty or off-duty status and/or availability or unavailability of MUNICIPAL POLICE and FIRE PERSONNEL to receive POLICE and/or FIRE DISPATCH SERVICE(S) from the O.C.S.O.; and (d) all MUNICIPAL POLICE and FIRE PERSONNEL radio and communication equipment, policies, practices and procedures shall conform to those of the O.C.S.O. as they now exist or may be changed in the future.
10. Subject to the following Paragraph, and unless canceled as provided for in this Paragraph, this Agreement shall become effective on April 1, 2012 and shall remain in effect continuously until it expires, without any further act or notice being required of any party, at 11:59 P.M. on March 31, 2015. The COUNTY, the SHERIFF, or the MUNICIPALITY may cancel this Agreement, for any reason, including the convenience of any party, and without any penalty, before its March 31, 2015 expiration by delivering a written notice of the cancellation of this Agreement to the other signatories to this Agreement, or their successors in office. Such written notice shall provide at least a ninety (90) calendar day notice of the effective date of cancellation, and such cancellation of this Agreement shall be effective at 11:59 P.M. on the last calendar day of the calendar month following the expiration of the 90 calendar day notice period.

11. 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'S Governing Body. The approval and terms of this Agreement shall be entered into the official minutes and proceedings of the COUNTY Board of Commissioners and MUNICIPALITY Governing Body and also shall 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 by a designated COUNTY AGENT(S) with the Secretary of State for the State of Michigan and shall not become effective prior to the filing of this Agreement with the Secretary of State.
12. In consideration of the COUNTY'S promises and efforts under this Agreement, the MUNICIPALITY agrees to pay to the COUNTY \$7,196.00 (Seven Thousand One Hundred Ninety Six Dollars) per month for service for the months of April 1, 2012 through March 31, 2013, \$7,340.00 (Seven Thousand Three Hundred Forty Dollars) per month for service for the months of April 1, 2013 through March 31, 2014 and \$7,487.00 (Seven Thousand Four Hundred Eighty Seven Dollars) per month for service for the months of April 1, 2014 through March 31, 2015 as follows:
 - a. The COUNTY shall send an invoice to the MUNICIPALITY on the first calendar day of each month for services rendered the previous month. The MUNICIPALITY shall have 30 days from the date of each invoice to make payment. For example, for services rendered in July of 2012, the COUNTY will bill the MUNICIPALITY on August 1, 2012 and the MUNICIPALITY shall pay the invoice within 30 days of the invoice date.
 - b. All Monthly payments shall be due and payable by the MUNICIPALITY without any further notice or demand from the COUNTY.
 - c. Each monthly payment shall be made by a check drawn on a MUNICIPALITY account and shall be made payable to the County of Oakland and delivered to the attention of: Mr. Andy Meisner, Oakland County Treasurer, 1200 N. Telegraph Road, Pontiac, MI 48341-0479 (or such other person as the COUNTY may from time to time designate in writing).
 - d. Each such payment shall clearly identify that it is a monthly payment being made pursuant to this Agreement and identify the calendar month for which the MUNICIPALITY intended the payment to apply. The MUNICIPALITY agrees that the COUNTY, in its discretion, may apply any monthly payment received from the MUNICIPALITY to any past due amount or monthly payment then due and owing to the COUNTY pursuant to this Agreement.
13. If the MUNICIPALITY fails, for any reason, to pay the COUNTY any moneys due 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 setoff 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 setoff 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 offsetting 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 setoff 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 paragraph 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 paragraph 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 expense, including attorney's fees and court costs, incurred by the COUNTY in the collection of any amount owed by the MUNICIPALITY.

14. The MUNICIPALITY agrees that all MUNICIPALITY representations, liabilities, payment obligations, and/or any other related obligations provided for in this Agreement with regard to any acts, occurrences, events, transactions, or CLAIM(S), either occurring or having their basis in any events or transactions that occurred before the cancellation or expiration of this Agreement, shall survive the cancellation or expiration of this Agreement. The parties agree that the expiration, cancellation, or termination of this Agreement shall be without prejudice to any rights or claims of either party against the other and shall not relieve either party of any obligations which, by their nature, survive expiration or termination of this Agreement.
15. Each Party shall be responsible for any CLAIM made against that Party and for the acts of its Employees or Agents.
16. In any CLAIM 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.
17. Except as otherwise provided in this Agreement, neither Party shall have any right under any legal principle to be indemnified by the other Party or any of its agents or employees in connection with any CLAIM.
18. 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.
19. The MUNICIPALITY and the COUNTY agree that neither the COUNTY nor any COUNTY AGENT(S), by virtue of this Agreement or otherwise, shall be considered or asserted to be employees of the MUNICIPALITY and further agree that, at all times and for all purposes under the terms of this Agreement, the COUNTY and/or any COUNTY AGENT(S) legal status and relationship to the MUNICIPALITY shall be that of an Independent Contractor. The parties also agree that no MUNICIPAL POLICE and FIRE PERSONNEL or any other MUNICIPALITY employee shall, by virtue of this Agreement or otherwise, be considered or asserted to be an employee, agent, or working under the supervision and control of the COUNTY and/or any COUNTY AGENT(S).
20. The MUNICIPALITY and the COUNTY agree that, at all times and for all purposes relevant to this Agreement, the MUNICIPALITY and the O.C.S.O. shall each remain the sole and exclusive employer of each of their respective employees. The MUNICIPALITY and the COUNTY each agree to remain solely and exclusively responsible for the payment of each of their respective employees' wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, training expenses, 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, employment taxes, or any other statutory or contractual right or benefit based, in any way, upon employment of any COUNTY AGENT(S) or any MUNICIPAL POLICE and/or FIRE PERSONNEL or any other MUNICIPAL employee.
21. This Agreement does not, and is not it intended to, create, change, modify, supplement, supersede, or otherwise affect or control, in any manner, any term(s) or condition(s) of employment of any COUNTY AGENT(S), any applicable O.C.S.O. employment and/or union contract(s), any level(s) or amount(s) of supervision, any standard(s) of performance, any sequence or manner of performance, and/or any O.C.S.O. rule(s), regulation(s), training and education standard(s), hours of work, shift assignment(s), 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/or all conduct and actions of any COUNTY AGENT(S).
22. The MUNICIPALITY agrees that neither the MUNICIPALITY nor any MUNICIPAL POLICE and FIRE PERSONNEL shall provide, furnish or assign any COUNTY AGENT(S) with any job instructions, job descriptions, job specifications, or job duties, or, in any manner, attempt to control, supervise, train, or direct any COUNTY AGENT(S) in the performance of any COUNTY or COUNTY AGENT(S) duty or obligation under the terms of this Agreement.

23. The MUNICIPALITY agrees that it shall promptly deliver to the O.C.S.O. written notice and copies of any CLAIM(S), complaint(s), charge(s), or any other accusation(s) or allegation(s) of negligence or other wrongdoing, whether civil or criminal in nature, that the MUNICIPALITY becomes aware of which involves, in any way, the O.C.S.O. or any COUNTY AGENT(S). The MUNICIPALITY agrees to cooperate with the O.C.S.O. in any investigation conducted by the SHERIFF of any act(s) or performance of any duties by any COUNTY AGENT(S).
24. Any signatory or any signatories' successor in office to this Agreement shall send, by first class mail, any correspondence and written notices required or permitted by this Agreement to each of the signatories of this Agreement, or any signatories' successor in office, to the addresses shown in this Agreement. Any written notice required or permitted under this Agreement 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.
25. 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 is intended to and, in all cases, shall 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, possessive or non-possessive, shall be deemed to include the other whenever the context so suggests or requires.
26. Absent an express written waiver, the failure of any party to pursue any right granted under this Agreement shall not be deemed a waiver of that right regarding any existing or subsequent breach or default under this Agreement. No failure or delay on the part of 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.
27. The COUNTY and the MUNICIPALITY acknowledge that this Agreement shall be binding upon each of them and, to the extent permitted by law, upon their administrators, representatives, executors, successors and assigns, and all persons acting by, through, under, or in concert with any of them.
28. The MUNICIPALITY acknowledges that it has reviewed all of its current or proposed contracts, including any and all labor or union contracts with any MUNICIPAL POLICE OR FIRE PERSONNEL, and hereby warrants that the MUNICIPALITY does not have and will not have at any time during the term of this Agreement, any other contractual agreements that will in any manner restrict, interfere with, or prohibit the MUNICIPALITY and any MUNICIPAL POLICE OR FIRE PERSONNEL, or any other person from complying with the MUNICIPALITY'S obligations and duties as set forth in this Agreement and/or the MUNICIPAL POLICE OR FIRE DISPATCH SERVICES as described herein.
29. This Agreement, consisting of seven (7) pages, sets forth the entire contract and understanding between the COUNTY and the MUNICIPALITY and fully supersedes any and all prior contracts, agreements or over any actual or apparent conflict with any term or condition in such a lease. It is further understood and agreed that the terms of this Agreement are contractual and are not a mere recital and that there are no other contracts, understandings, or representations between the COUNTY 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 in accordance with the procedures set forth herein.
30. For and in consideration of the mutual promises, acknowledgments, 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 and the MUNICIPALITY hereby agree and promise to be bound by the terms and provisions of this Agreement.

IN WITNESS WHEREOF, William T. Roberts, Mayor for the City of Walled Lake, hereby acknowledges that he or she has been authorized by a resolution of the Walled Lake City Council (a certified copy of which is attached) to execute this Agreement on behalf of the City of Walled Lake and hereby accepts and binds the City of Walled Lake to the terms and conditions of this Agreement on this _____ day of _____, 2012.

WITNESSES:

The City of Wixom,
a Michigan Municipal Corporation

BY: _____
William T. Roberts
Mayor

BY: _____
Catherine Buck
Clerk

IN WITNESS WHEREOF, Michael J. Gingell, 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 amendment to the Current Agreement on behalf of the COUNTY OF OAKLAND and hereby accepts and binds the COUNTY OF OAKLAND to the terms and conditions of this Agreement on this _____ day of _____, 2012.

WITNESS:

COUNTY OF OAKLAND, a Michigan Municipal Corporation

BY: _____
Michael J. Gingell
Chairperson, Oakland County Board of Commissioners

IN WITNESS WHEREOF, Michael J. Bouchard, in his official capacity as the OAKLAND COUNTY SHERIFF, a Michigan Constitutional Office, hereby concurs and accepts the terms and conditions of this Agreement on this _____ day of _____, 2012.

WITNESS:

OAKLAND COUNTY SHERIFF, a Michigan Constitutional Officer

BY: _____
Michael J. Bouchard,
Oakland County Sheriff

Resolution #12023

February 1, 2012

The Chairperson referred the resolution to the Finance Committee. There were no objections.

FISCAL NOTE (MISC. #12023)

February 16, 2012

BY: Finance Committee, Tom Middleton, Chairperson

IN RE: SHERIFF'S OFFICE – ESTABLISHMENT OF STANDARD POLICE AND FIRE DISPATCH SERVICES AGREEMENTS APRIL 1, 2012 TO MARCH 31, 2015

To the Oakland County Board of Commissioners

Chairperson, Ladies and Gentlemen:

Pursuant to Rule XII-C of this Board, the Finance Committee has reviewed the above referenced resolution and finds:

1. Resolution establishes a three- year agreement for police and fire dispatch services between the Oakland County Sheriff's Office and the Cities of Wixom and Walled Lake, beginning April 1, 2012 through March 31, 2015.
2. The combined Police and Fire Dispatch contract rates established for the period of April 1, 2012 through March 31, 2013 is \$207,950, \$212,105 for the period of April 1, 2013 through March 31, 2014, and \$216,339 for the period of April 1, 2014 through March 31, 2015.
3. The effect of the annual revenue and expenses for these contracts are reflected in the budget amendment for FY 2012, FY 2013, and FY 2014 on the fiscal note for the Miscellaneous Resolution entitled SHERIFF'S OFFICE – ESTABLISHMENT OF DISPATCH SERVICES CONTRACT RATES – APRIL 1, 2012 THROUGH MARCH 31, 2015.

FINANCE COMMITTEE

A handwritten signature in black ink, appearing to read "Thomas F. Middleton", written over a horizontal line.

FINANCE COMMITTEE

Motion carried unanimously on a roll call vote with Greimel absent.

Resolution #12023

February 16, 2012

Moved by Dwyer supported by McGillivray the resolutions (with fiscal notes attached) on the Consent Agenda be adopted (with accompanying reports being accepted).

AYES: Crawford, Dwyer, Gershenson, Gingell, Gosselin, Greimel, Hatchett, Hoffman, Jackson, Long, Matis, McGillivray, Middleton, Nash, Nuccio, Potts, Quarles, Runestad, Scott, Taub, Weipert, Woodward, Bosnic, Covey. (24)

NAYS: None. (0)

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



I HEREBY APPROVE THE FOREGOING RESOLUTION
ACTING PURSUANT TO 1973 PA 139

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

I, Bill Bullard Jr., 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 February 16, 2012, 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 County of Oakland at Pontiac, Michigan this 16th day of February, 2012.

Bill Bullard Jr.

Bill Bullard Jr., Oakland County



Bill Bullard Jr.
Oakland County Clerk/Register of Deeds
www.oakgov.com/clerkrod

May 30, 2012

Michigan Department of State
Office of the Great Seal
108 South Washington Square, Suite 1
Lansing, MI 48918

Dear Office of the Great Seal:

On February 16, 2012, the Board of Commissioners for Oakland County entered into an agreement per MR #12023 – Sheriff's Office – Establishment of Standard Police and Fire Dispatch Services Agreements, April 1, 2012 – March 31, 2015.

As required by Urban Cooperation Act 7 of 1967 - MCL 124.510(4), a copy of the signed agreement with the City of Walled 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 #12 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
Director of Elections

Cc: Pat Davis, Corporation Counsel, Oakland County
Clerk, City of Walled Lake Clerk

Enclosures

Administrative Offices
1200 N Telegraph, Dept 415
Pontiac MI 48341-0415
(248) 858-0560
clerk@oakgov.com

Elections Division
1200 N Telegraph, Dept 417
Pontiac MI 48341-0417
(248) 858-0564
elections@oakgov.com

Legal & Vital Records
1200 N Telegraph, Dept 413
Pontiac MI 48341-0413
(248) 858-0581
clerklegal@oakgov.com

Register of Deeds Office
1200 N Telegraph, Dept 480
Pontiac MI 48341-0480
(248) 858-0605
deeds@oakgov.com



**CITY OF WALLED LAKE
REGULAR COUNCIL MEETING
MARCH 6, 2012**

The Meeting was called to order at 7:30 p.m. by Mayor Roberts.

Pledge of Allegiance led by Mayor Roberts.

Invocation led by Mayor Pro Tem Ackley.

ROLL CALL: Mayor Roberts, Mayor Pro Tem Ackley, Council Member Ambrose, Council Member Owsinek, Council Member Robertson, Council Member Sturgeon, Council Member Yezbick

ABSENT: None

There being a quorum present, the meeting was declared in session.

OTHERS PRESENT: City Manager Whitt, Deputy Clerk Williams, Deputy Treasurer Stuart, DPW Coordinator McGill, Police Chief Shakinas, Fire Chief VanSparrentak, Finance Director Coogan and City Attorney Vanerian.

REQUESTS FOR AGENDA CHANGES: None

CM 03-01-12 APPROVAL OF THE FEBRUARY 21, 2012 REGULAR COUNCIL MEETING MINUTES

Motion by Sturgeon, seconded by Robertson, CARRIED UNANIMOUSLY: To approve the Minutes of the Regular Council Meeting on February 21, 2012.

AUDIENCE PARTICIPATION: None

COUNCIL CONSIDERATION:

1. Lakes Area Youth Assistance

Peggy Hawke and Deborah Lindsey spoke to Council on behalf of the Lakes Area Youth Assistance program. They provided statistics regarding how many families and children they have provided services to in the past year. They are requesting Walled Lake's continued financial support for the 2012-13 year.

Mayor Roberts thanked both ladies for their informative presentation and he complimented the program and its services. He informed them that the City of Walled Lake, under the direction of City Manager Whitt, will be preparing the 2012-13 budget.

MAYOR'S REPORT:

Mayor Roberts reported on the exemplary efforts of the Walled Lake Fire and Police Departments in responding and dealing with the apartment explosion that occurred on February 23, 2012 at the Lighthouse Landing apartments.

He also commended the Police Department for their presence at the St. Williams Fish Fry on February 24, 2012 at which Republican Presidential Candidate Rick Santorum was present. Mayor Roberts felt that this was a very good thing for the City of Walled Lake.

February 29, 2012 Mayor Roberts and City Manager Whitt attended the Rails to Trails meeting in Wixom. The Department of Natural Resources (DNR) owns a portion of the railway and plans to request funding for development in 2013. It is recommended that Walled Lake and Commerce Township also apply at the same time.

COUNCIL REPORT:

Mayor Pro Tem Ackley informed Council that she met with Ray McDonald, with Que Productions. He would like to film a horror film in Walled Lake. Mayor Pro Tem Ackley introduced him to Deputy Chief Kirby and Police Chief Shakinis. They have provided a letter of support for Mr. McDonald. She ask that City Council also compose a letter of support which would help Mr. McDonald further his endeavours and obtain additional funding.

CM 03-02-12 APPROVE CITY COUNCIL TO COMPOSE A LETTER TO MR. RAY MCDONALD AND QUE PRODUCTIONS IN SUPPORT OF HIS ENDEAVORS TO FILM A MOVIE IN WALLED LAKE

Motion by Ambrose, seconded by Owsinek, CARRIED UNANIMOUSLY: To approve City Council to compose a letter to Mr. Ray McDonald and Que Productions in support of his endeavors to film a movie in Walled Lake.

CITY MANAGER'S REPORT:

CM 03-03-12 ENTER INTO EXECUTIVE SESSION TO DISCUSS LABOR ISSUES AT THE END OF THE MEETING

Motion by Ackley, seconded by Owsinek, CARRIED UNANIMOUSLY: To enter into Executive Session to discuss labor issues at the end of the meeting.

Roll Call Vote:

Yes:	Ackley, Ambrose, Owsinek, Robertson, Sturgeon, Yezbick, Roberts
No:	None
Absent:	None

City Manager Whitt asked DPW Coordinator McGill to update Council on the Oakland County Parcel Exchange request. DPW Coordinator McGill informed Council that Oakland County visited the proposed site and they did find it to be an ideal location. They had questions regarding what type of compensation the City would request.

City Manager Whitt asked Deputy Treasurer Stuart to report on the OLHSA contract. Deputy Treasurer Stuart stated that the City of Walled Lake has been partnering with OLHSA for over 15 years to provide services to older adults. The cost is \$1,000 and is budgeted for this year.

City Manager Whitt asked Deputy Clerk Williams to update the Council on the status of the February 28, 2012 Presidential Primary Election. Deputy Clerk Williams stated that the Election ran smoothly and we had a total voter turnout of 15.8% which is 818 voters. Special thanks were given to Crystal Opalko, Administrative Assistant, for all of her support during the Election process. Also to the DPW and Fire Department for their assistance and cooperation and all of the Election Inspectors who worked all day in the polls.

City Manager Whitt asked Finance Director Coogan to report to Council on the Cafeteria Plan and Resolution for 2012. Finance Director Coogan explained that this plan is similar to the previous plans used by the City. It allows for flex spending for healthcare and dependent childcare. The change in this year's Plan is that it includes a flex account for insurance copayments.

Council Member Sturgeon asked who administers the Plan. She stated that AdminPro administers the Plan for us at a small yearly fee of \$280.

CM 03-04-12 APPROVE THE RESOLUTION FOR THE 2012 CAFETERIA PLAN

Motion by Sturgeon, seconded by Ackley, CARRIED UNANIMOUSLY: To approve the Resolution for the 2012 Cafeteria Plan.

CORRESPONDENCE:

Deputy Clerk Williams read a letter from a citizen which highly commended the Fire and Police Department for their wonderful response to the Fire Emergency on February 23, 2012 at the Lighthouse Landing apartments.

ATTORNEY'S REPORT:

City Attorney Vanerian presented the first reading of Ordinance C-298-12, Amended Motor Vehicle Adoption Ordinance (Super Drunk).

CM 03-05-12 APPROVE FIRST READING OF ORDINANCE C-298-12, AMENDED MOTOR VEHICLE ADOPTION ORDINANCE (SUPER DRUNK)

Motion by Owsinek, seconded by Robertson, CARRIED UNANIMOUSLY: To approve the first reading of Ordinance C-298-12.

UNFINISHED BUSINESS: None

NEW BUSINESS:

Police Chief Shakinis presented Council with the Oakland County Dispatch Agreement for years 2012 through 2014. The current contract expires on March 31, 2012. He has been working closely with the City Manager and Fire Chief to ensure they are getting the best service they can. They all agree that the Oakland County Sheriff is the best choice at this point. There is also a provision in the contract which allows for us to break the contract with a 90-day notice.

CM 03-06-12 APPROVE THE RESOLUTION FOR THE OAKLAND COUNTY DISPATCH AGREEMENT

Motion by Sturgeon, seconded by Ackley, CARRIED UNANIMOUSLY: To approve the Resolution for the Oakland County Dispatch Agreement.

Police Chief Shakinis requested approval for Traffic Control Order 12-01 for the March 24, 2012 Passion for Life Run.

CM 03-07-12 APPROVE TRAFFIC CONTROL ORDER 12-01 FOR THE MARCH 24, 2012 PASSION FOR LIFE RUN

Motion by Owsinek, seconded by Yezbick, CARRIED UNANIMOUSLY: To approve the Traffic Control Order 12-01 for the March 24, 2012 Passion for Life Run.

Police Chief Shakinis requests Council's approval to purchase a Copy Machine/Scanner from Image Business Solutions in Wixom who won the bid request. Previously, the Police Department rented their copy machine and have determined by purchasing one, it will provide significant cost savings to the City. Maintenance and extended warranties will also be purchased at a lower rate the prior.

CM 03-08-12 APPROVE THE POLICE DEPARTMENT TO PURCHASE A SHARP MX-B402SC COPY MACHINE/SCANNER FROM IMAGE BUSINESS SOLUTIONS IN WIXOM FOR \$5,099 FROM FEDERAL FURFUTURE LINE ITEM 265-399-980-000

Motion by Ackley, seconded by Owsinek, CARRIED UNANIMOUSLY: To approve the Police Department to purchase a Copy Machine/Scanner from Image Business Solutions in Wixom for \$5,099.00.

Deputy Treasurer Stuart requested that Council approval the reversal of a Tax Transfer Penalty Fee which was charged in error. The \$200 refund will be administered to 1432 S. Commerce, Parcel ID # 92-17-26-307-029 in the amount of \$200.

CM 03-09-12 APPROVE THE TRANSFER PENALTY REFUND IN THE AMOUNT OF \$200 TO 1432 SOUTH COMMERCE ROAD

Motion by Sturgeon, seconded by Ambrose, CARRIED UNANIMOUSLY: To approve the Transfer Penalty Refund in the amount of \$200 to 1432 South Commerce Road.

AUDIENCE PARTICIPATION: None

COUNCIL COMMENTS:

Council Member Sturgeon thanked the Fire and Police Departments for their handling of the emergency at the Lighthouse Landing apartment fire.

Council Member Ambrose thanked the Police Department for their presence at the Rick Santorum visit at the St. William's Fish Fry.

Mayor Pro Tem Ackley also complimented the Fire and Police Departments for their excellence in handling both the apartment fire and the visit from Rick Santorum.

CM 03-10-12 BILLS FOR APPROVAL

Motion by Ackley, seconded by Owsinek, CARRIED UNANIMOUSLY: To authorize the Treasurer to make disbursements and transfers on Warrant #05-2012 in the amount of \$257,057.41 this being in the best interest of the City.

The meeting recessed at 8:15 p.m. Council entered into Executive Session at 8:20 p.m. to discuss labor issues and ended this session at 8:43 p.m.

CM 03-11-12 MOTION TO INSTRUCT THE CITY MANAGER TO PROVIDE NOTICE TO THE WALLED LAKE CLERICAL EMPLOYEES ASSOCIATION OF THE CITY'S INTENT TO TERMINATE THE COLLECTIVE BARGAINING AGREEMENT UPON EXPIRATION DATE AND TO MODIFY THE AGREEMENT AND THERE SHALL BE NO AUTOMATIC RENEWAL OF THE AGREEMENT.

Motion by Sturgeon, seconded by Ambrose, CARRIED UNANIMOUSLY: To instruct the City manager to provide Notice to the Walled Lake Clerical Employees Association of the City's intent to terminate the collective bargaining agreement upon expiration date and to modify the agreement and there shall be no automatic renewal of the agreement.

Meeting adjourned at 8:46 p.m.

L. Dennis Whitt, City Manager/Clerk

William T. Roberts, Mayor

**POLICE AND FIRE DISPATCH SERVICE AGREEMENT
BETWEEN THE COUNTY OF OAKLAND
AND
THE CITY OF WALLED LAKE**

This Agreement is made and entered into between the COUNTY OF OAKLAND, a Michigan Constitutional and Municipal Corporation, whose address is 1200 North Telegraph Road, Pontiac, Michigan 48341 (hereafter the "COUNTY"), and the CITY OF WALLED LAKE, a Michigan Constitutional and Municipal Corporation, located within Oakland County, whose address is 1499 E. West Maple Road, Walled Lake, Michigan, 48390 (hereafter the "MUNICIPALITY"). In this Agreement, the COUNTY shall also be represented by the OAKLAND COUNTY SHERIFF, Michael J. Bouchard, in his official capacity as a Michigan Constitutional Officer, whose address is 1201 North Telegraph Road, Pontiac, Michigan 48341 (hereafter the "SHERIFF"). In this Agreement, whenever the COUNTY and the SHERIFF are intended to be referred to jointly, they shall collectively be referred to as the "OAKLAND COUNTY SHERIFF'S OFFICE" or, as abbreviated, the "O.C.S.O."

WITNESSETH

WHEREAS, the MUNICIPALITY is authorized by law to provide police and fire protection service for residents of the MUNICIPALITY; and

WHEREAS, in order to provide effective police and fire protection services for its residents, the MUNICIPALITY also must provide for MUNICIPAL Police and Fire Department communication and dispatch functions; and

WHEREAS, the OAKLAND COUNTY SHERIFF'S OFFICE (O.C.S.O.) now provides police communication and dispatch functions and has the capability to provide police and fire dispatch functions but, absent this Agreement, is not obligated to provide any "POLICE and/or FIRE DISPATCH SERVICE(S)", as defined in this Agreement, for the MUNICIPALITY; and

WHEREAS, the COUNTY and the MUNICIPALITY may enter into a contract by which the O.C.S.O. would provide POLICE and FIRE DISPATCH SERVICE(S) for the MUNICIPALITY; and

WHEREAS, the MUNICIPALITY has concluded that it is more cost effective for the MUNICIPALITY to contract for POLICE and FIRE DISPATCH SERVICE(S) with the O.C.S.O. than to equip and staff its own police and fire communication and dispatch center; and

WHEREAS, the O.C.S.O. agrees to provide POLICE and FIRE DISPATCH SERVICE(S) for the "MUNICIPAL POLICE and FIRE PERSONNEL", as defined in this Agreement, under the following terms and conditions;

NOW, THEREFORE, in consideration of these premises, and the following promises, representations, and acknowledgments, it is mutually agreed as follows:

1. The COUNTY, with the cooperation and approval of the SHERIFF, shall, in conjunction with its existing O.C.S.O. police communications functions, provide POLICE and FIRE DISPATCH SERVICE(S) to POLICE and FIRE PERSONNEL for the MUNICIPALITY.
2. For all purposes and as used throughout this Agreement, the words and expressions listed below, whether used in the singular or plural, within or without quotation marks, or possessive or non-possessive, shall be defined, read, and interpreted as follows:
 - a. "POLICE DISPATCH SERVICE(S)" shall be defined to include: any emergency or non-emergency telephone call or notice, of any kind, received by the O.C.S.O., which either requests, requires or, in the sole judgment of the O.C.S.O. or designated COUNTY AGENT(S), appears to request or require the presence, attention, or services of any MUNICIPAL POLICE PERSONNEL to address, respond, or attend to any issue, event, or circumstance involving public safety, a breach of peace, public health, an accident or

accidental injury, the protection of property, any emergency (including, but not limited to criminal, medical, fire, health, civil disputes, and/or civil infractions), which results in any O.C.S.O. or designated COUNTY AGENT(S) radio communication, or any attempted radio communication to any MUNICIPAL POLICE PERSONNEL.

- b. "MUNICIPAL POLICE PERSONNEL" shall be defined to include: any and all uniformed, non-uniformed, civilian, command, volunteer, administrative and/or supervisory personnel employed and/or contracted with by the MUNICIPALITY either to provide, supply, support, administer, or direct any MUNICIPAL police or law enforcement services and/or any persons acting by, through, under, or in concert with any of them; or any other MUNICIPAL official, officer, employee or agent whose MUNICIPAL job duties may include the receipt of any O.C.S.O. POLICE DISPATCH SERVICE(S).
- c. "FIRE DISPATCH SERVICE(S)" shall be defined to include: any emergency or non-emergency telephone call or notice, of any kind, received by the O.C.S.O., which either requests, requires or, in the sole judgment of the O.C.S.O. or designated COUNTY AGENT(S), appears to request or require the presence, attention, or services of any MUNICIPAL FIRE PERSONNEL to address, respond, or attend to any issue, event, or circumstance involving public health or safety, an accident or accidental injury, the protection of property, any emergency (including, but not limited to medical, fire, and/or health), which results in any O.C.S.O. or designated COUNTY AGENT(S) radio communication, or any attempted radio communication to any MUNICIPAL FIRE PERSONNEL.
- d. "MUNICIPAL FIRE PERSONNEL" shall be defined to include: any and all uniformed, non-uniformed, civilian, command, volunteer, administrative and/or supervisory personnel employed and/or contracted with by the MUNICIPALITY either to provide, supply, support, administer, or direct any MUNICIPAL fire or emergency related services and/or any persons acting by, through, under, or in concert with any of them; or any other MUNICIPAL official, officer, employee or agent whose MUNICIPAL job duties may include the receipt of any O.C.S.O. FIRE DISPATCH SERVICE(S).
- e. "COUNTY AGENT(S)" shall be defined to include the OAKLAND COUNTY SHERIFF, SHERIFF Michael J. Bouchard, and any and all other COUNTY elected and appointed officials, commissioners, officers, boards, committees, commissions, departments, divisions, volunteers, employees (including any SHERIFF'S DEPUTY or SHERIFF'S DEPUTIES), agents, representatives, contractors, predecessors, successors, assigns, attorneys, or auditors (whether such persons act or acted in their personal, representative, or official capacities), and any and all persons acting by, through, under, or in concert with any of them. COUNTY AGENT(S) as defined in this Agreement shall also include any person who was a COUNTY AGENT(S) at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in his/her previous capacity.
- f. "CLAIM(S)" shall be defined to include any and all losses, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, penalties, and costs and expenses, including, but not limited to, any reimbursement for reasonable attorney fees, witness fees, court costs, investigation and/or litigation expenses, any amounts paid in settlement, or any other amount for which either party becomes legally and/or contractually obligated to pay, or any other liabilities of any kind whatsoever 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.

- 3. The MUNICIPALITY agrees that under the terms of this Agreement, except for the POLICE and FIRE DISPATCH SERVICE(S) expressly contracted for herein, the O.C.S.O. and/or any COUNTY AGENT(S) shall not be obligated, in any other way, to provide or assist the MUNICIPALITY or any MUNICIPAL POLICE and FIRE PERSONNEL with any other direct, indirect, backup, or supplemental support or police or fire or emergency-related service or protection, of any kind or nature whatsoever, or required to send any COUNTY AGENT(S) to respond, in any way, to any call for MUNICIPAL POLICE and FIRE PERSONNEL services.

4. The MUNICIPALITY agrees that it shall, at all times and under all circumstances, remain solely and exclusively responsible for all costs and/or liabilities associated with providing available on-duty MUNICIPAL POLICE and FIRE PERSONNEL to receive and respond to any O.C.S.O. or designated COUNTY AGENT(S) POLICE and FIRE DISPATCH SERVICE(S) in a timely and professional manner.
5. The MUNICIPALITY acknowledges that there may be circumstances when, despite all reasonable O.C.S.O. or COUNTY AGENT(S) efforts, an O.C.S.O. or COUNTY AGENT(S) attempt to communicate or provide POLICE and FIRE DISPATCH SERVICE(S) for MUNICIPAL POLICE and FIRE PERSONNEL may be unsuccessful and, as a result, MUNICIPAL POLICE and FIRE PERSONNEL'S timely response to a call for MUNICIPAL POLICE and FIRE PERSONNEL assistance may not be forthcoming.
6. The MUNICIPALITY agrees that this Agreement does not, and is not intended to, include any O.C.S.O. warranty, promise, or guaranty, of any kind or nature whatsoever, concerning the provision of POLICE and FIRE DISPATCH SERVICE(S) to the MUNICIPALITY except that the COUNTY will make a reasonable effort to provide POLICE and FIRE DISPATCH SERVICE(S) for MUNICIPAL POLICE and FIRE PERSONNEL consistent with existing O.C.S.O. communication and dispatching policies, procedures, orders, and standards.
7. The MUNICIPALITY agrees that under the terms of this Agreement the MUNICIPALITY shall be solely and exclusively responsible for all costs, expenses and liabilities associated with the purchase, lease, operation, and/or use of any MUNICIPAL POLICE and/or FIRE PERSONNEL radio or other communication equipment, and that the O.C.S.O. shall not be obligated to provide any MUNICIPAL POLICE and/or FIRE PERSONNEL with any radio or other communication equipment of any kind. Similarly, the COUNTY agrees that the MUNICIPALITY shall not be obligated under the terms of this Agreement to supply or provide the O.C.S.O. with any additional telephones, telephone lines, radios, or other communications equipment or property.
8. The MUNICIPALITY agrees that this Agreement does not, and is not intended to, obligate or require the O.C.S.O. to change, alter, modify, or develop any different dispatch related codes, policies, practices or procedures; purchase or use any special or additional equipment; or, alternatively, prohibit the O.C.S.O. from implementing any future communication-related changes that the O.C.S.O., in its judgment and discretion, believes to be in its best interest.
9. The MUNICIPALITY agrees that it shall be solely and exclusively responsible, during the term of this Agreement, for guaranteeing that: (a) all MUNICIPAL POLICE and FIRE PERSONNEL radios and/or other communication equipment will be properly set and adjusted to receive any POLICE and/or FIRE DISPATCH SERVICE(S) from the O.C.S.O. and/or COUNTY AGENT(S) and otherwise maintained in full and proper working order; (b) all MUNICIPAL POLICE and FIRE PERSONNEL will be adequately trained and will comply with all applicable O.C.S.O. communications codes, practices, policies and procedures, as well as any applicable state or federal (FCC) communication requirements; (c) the MUNICIPALITY and all MUNICIPAL POLICE and FIRE PERSONNEL shall, at all times, promptly and properly notify the designated COUNTY AGENT(S) of any on-duty or off-duty status and/or availability or unavailability of MUNICIPAL POLICE and FIRE PERSONNEL to receive POLICE and/or FIRE DISPATCH SERVICE(S) from the O.C.S.O.; and (d) all MUNICIPAL POLICE and FIRE PERSONNEL radio and communication equipment, policies, practices and procedures shall conform to those of the O.C.S.O. as they now exist or may be changed in the future.
10. Subject to the following Paragraph, and unless canceled as provided for in this Paragraph, this Agreement shall become effective on April 1, 2012 and shall remain in effect continuously until it expires, without any further act or notice being required of any party, at 11:59 P.M. on March 31, 2015. The COUNTY, the SHERIFF, or the MUNICIPALITY may cancel this Agreement, for any reason, including the convenience of any party, and without any penalty, before its March 31, 2015 expiration by delivering a written notice of the cancellation of this Agreement to the other signatories to this Agreement, or their successors in office. Such written notice shall provide at least a ninety (90) calendar day notice of the effective date of cancellation, and such cancellation of this Agreement shall be effective at 11:59 P.M. on the last calendar day of the calendar month following the expiration of the 90 calendar day notice period.

11. 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'S Governing Body. The approval and terms of this Agreement shall be entered into the official minutes and proceedings of the COUNTY Board of Commissioners and MUNICIPALITY Governing Body and also shall 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 by a designated COUNTY AGENT(S) with the Secretary of State for the State of Michigan and shall not become effective prior to the filing of this Agreement with the Secretary of State.
12. In consideration of the COUNTY'S promises and efforts under this Agreement, the MUNICIPALITY agrees to pay to the COUNTY \$7,196.00 (Seven Thousand One Hundred Ninety Six Dollars) per month for service for the months of April 1, 2012 through March 31, 2013, \$7,340.00 (Seven Thousand Three Hundred Forty Dollars) per month for service for the months of April 1, 2013 through March 31, 2014 and \$7,487.00 (Seven Thousand Four Hundred Eighty Seven Dollars) per month for service for the months of April 1, 2014 through March 31, 2015 as follows:
 - a. The COUNTY shall send an invoice to the MUNICIPALITY on the first calendar day of each month for services rendered the previous month. The MUNICIPALITY shall have 30 days from the date of each invoice to make payment. For example, for services rendered in July of 2012, the COUNTY will bill the MUNICIPALITY on August 1, 2012 and the MUNICIPALITY shall pay the invoice within 30 days of the invoice date.
 - b. All Monthly payments shall be due and payable by the MUNICIPALITY without any further notice or demand from the COUNTY.
 - c. Each monthly payment shall be made by a check drawn on a MUNICIPALITY account and shall be made payable to the County of Oakland and delivered to the attention of: Mr. Andy Meisner, Oakland County Treasurer, 1200 N. Telegraph Road, Pontiac, MI 48341-0479 (or such other person as the COUNTY may from time to time designate in writing).
 - d. Each such payment shall clearly identify that it is a monthly payment being made pursuant to this Agreement and identify the calendar month for which the MUNICIPALITY intended the payment to apply. The MUNICIPALITY agrees that the COUNTY, in its discretion, may apply any monthly payment received from the MUNICIPALITY to any past due amount or monthly payment then due and owing to the COUNTY pursuant to this Agreement.
13. If the MUNICIPALITY fails, for any reason, to pay the COUNTY any moneys due 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 setoff 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 setoff 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 offsetting 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 setoff 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 paragraph 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 paragraph 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 expense, including attorney's fees and court costs, incurred by the COUNTY in the collection of any amount owed by the MUNICIPALITY.

14. The MUNICIPALITY agrees that all MUNICIPALITY representations, liabilities, payment obligations, and/or any other related obligations provided for in this Agreement with regard to any acts, occurrences, events, transactions, or CLAIM(S), either occurring or having their basis in any events or transactions that occurred before the cancellation or expiration of this Agreement, shall survive the cancellation or expiration of this Agreement. The parties agree that the expiration, cancellation, or termination of this Agreement shall be without prejudice to any rights or claims of either party against the other and shall not relieve either party of any obligations which, by their nature, survive expiration or termination of this Agreement.
15. Each Party shall be responsible for any CLAIM made against that Party and for the acts of its Employees or Agents.
16. In any CLAIM 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.
17. Except as otherwise provided in this Agreement, neither Party shall have any right under any legal principle to be indemnified by the other Party or any of its agents or employees in connection with any CLAIM.
18. 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.
19. The MUNICIPALITY and the COUNTY agree that neither the COUNTY nor any COUNTY AGENT(S), by virtue of this Agreement or otherwise, shall be considered or asserted to be employees of the MUNICIPALITY and further agree that, at all times and for all purposes under the terms of this Agreement, the COUNTY and/or any COUNTY AGENT(S) legal status and relationship to the MUNICIPALITY shall be that of an Independent Contractor. The parties also agree that no MUNICIPAL POLICE and FIRE PERSONNEL or any other MUNICIPALITY employee shall, by virtue of this Agreement or otherwise, be considered or asserted to be an employee, agent, or working under the supervision and control of the COUNTY and/or any COUNTY AGENT(S).
20. The MUNICIPALITY and the COUNTY agree that, at all times and for all purposes relevant to this Agreement, the MUNICIPALITY and the O.C.S.O. shall each remain the sole and exclusive employer of each of their respective employees. The MUNICIPALITY and the COUNTY each agree to remain solely and exclusively responsible for the payment of each of their respective employees' wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, training expenses, 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, employment taxes, or any other statutory or contractual right or benefit based, in any way, upon employment of any COUNTY AGENT(S) or any MUNICIPAL POLICE and/or FIRE PERSONNEL or any other MUNICIPAL employee.
21. This Agreement does not, and is not it intended to, create, change, modify, supplement, supersede, or otherwise affect or control, in any manner, any term(s) or condition(s) of employment of any COUNTY AGENT(S), any applicable O.C.S.O. employment and/or union contract(s), any level(s) or amount(s) of supervision, any standard(s) of performance, any sequence or manner of performance, and/or any O.C.S.O. rule(s), regulation(s), training and education standard(s), hours of work, shift assignment(s), 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/or all conduct and actions of any COUNTY AGENT(S).
22. The MUNICIPALITY agrees that neither the MUNICIPALITY nor any MUNICIPAL POLICE and FIRE PERSONNEL shall provide, furnish or assign any COUNTY AGENT(S) with any job instructions, job descriptions, job specifications, or job duties, or, in any manner, attempt to control, supervise, train, or direct any COUNTY AGENT(S) in the performance of any COUNTY or COUNTY AGENT(S) duty or obligation under the terms of this Agreement.

23. The MUNICIPALITY agrees that it shall promptly deliver to the O.C.S.O. written notice and copies of any CLAIM(S), complaint(s), charge(s), or any other accusation(s) or allegation(s) of negligence or other wrongdoing, whether civil or criminal in nature, that the MUNICIPALITY becomes aware of which involves, in any way, the O.C.S.O. or any COUNTY AGENT(S). The MUNICIPALITY agrees to cooperate with the O.C.S.O. in any investigation conducted by the SHERIFF of any act(s) or performance of any duties by any COUNTY AGENT(S).
24. Any signatory or any signatories' successor in office to this Agreement shall send, by first class mail, any correspondence and written notices required or permitted by this Agreement to each of the signatories of this Agreement, or any signatories' successor in office, to the addresses shown in this Agreement. Any written notice required or permitted under this Agreement 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.
25. 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 is intended to and, in all cases, shall 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, possessive or non-possessive, shall be deemed to include the other whenever the context so suggests or requires.
26. Absent an express written waiver, the failure of any party to pursue any right granted under this Agreement shall not be deemed a waiver of that right regarding any existing or subsequent breach or default under this Agreement. No failure or delay on the part of 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.
27. The COUNTY and the MUNICIPALITY acknowledge that this Agreement shall be binding upon each of them and, to the extent permitted by law, upon their administrators, representatives, executors, successors and assigns, and all persons acting by, through, under, or in concert with any of them.
28. The MUNICIPALITY acknowledges that it has reviewed all of its current or proposed contracts, including any and all labor or union contracts with any MUNICIPAL POLICE OR FIRE PERSONNEL, and hereby warrants that the MUNICIPALITY does not have and will not have at any time during the term of this Agreement, any other contractual agreements that will in any manner restrict, interfere with, or prohibit the MUNICIPALITY and any MUNICIPAL POLICE OR FIRE PERSONNEL, or any other person from complying with the MUNICIPALITY'S obligations and duties as set forth in this Agreement and/or the MUNICIPAL POLICE OR FIRE DISPATCH SERVICES as described herein.
29. This Agreement, consisting of seven (7) pages, sets forth the entire contract and understanding between the COUNTY and the MUNICIPALITY and fully supersedes any and all prior contracts, agreements or over any actual or apparent conflict with any term or condition in such a lease. It is further understood and agreed that the terms of this Agreement are contractual and are not a mere recital and that there are no other contracts, understandings, or representations between the COUNTY 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 in accordance with the procedures set forth herein.
30. For and in consideration of the mutual promises, acknowledgments, 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 and the MUNICIPALITY hereby agree and promise to be bound by the terms and provisions of this Agreement.

IN WITNESS WHEREOF, William T. Roberts, Mayor for the City of Walled Lake, hereby acknowledges that he or she has been authorized by a resolution of the Walled Lake City Council (a certified copy of which is attached) to execute this Agreement on behalf of the City of Walled Lake and hereby accepts and binds the City of Walled Lake to the terms and conditions of this Agreement on this 10th day of March, 2012.

WITNESSES:

Paul Hal

Jennifer Hart

The City of Walled Lake,
a Michigan Municipal Corporation

BY: L. Dennis Whitt
L. Dennis Whitt
Manager

BY: Tamara Williams
Tamara Williams
Deputy Clerk

IN WITNESS WHEREOF, Michael J. Gingell, 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 amendment to the Current Agreement on behalf of the COUNTY OF OAKLAND and hereby accepts and binds the COUNTY OF OAKLAND to the terms and conditions of this Agreement on this 5th day of April, 2012.

WITNESS:

Eric Berounek

COUNTY OF OAKLAND, a Michigan Municipal Corporation

BY: Michael J. Gingell
Michael J. Gingell
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 concurs and accepts the terms and conditions of this Agreement on this 2 day of April, 2012.

WITNESS:

Michael J. Bouchard

OAKLAND COUNTY SHERIFF, a Michigan Constitutional Officer

BY: Michael J. Bouchard
Michael J. Bouchard,
Oakland County Sheriff