



AGENDA

SPECIAL MEETING OF THE LAKE ORION VILLAGE COUNCIL

Sunday, December 3, 2023

2:00 PM

LAKE ORION VILLAGE HALL CONFERENCE ROOM

21 EAST CHURCH STREET

LAKE ORION, MI 48362

(248) 693-8391

ADDRESSING THE VILLAGE COUNCIL: Each person wishing to address the village council shall be afforded an opportunity to do so. If you wish to comment, please stand or raise a hand to indicate that you wish to speak. When recognized, give your name and address and direct your comments to the Chair.

A. CALL TO ORDER: 2:00 PM

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL AND DETERMINATION OF QUORUM

D. STATEMENT BY VILLAGE PRESIDENT OF THE PURPOSE OF THE SPECIAL MEETING:
The purpose of the special meeting is to consider police department staffing and services.

E. CALL TO THE PUBLIC (Consent Agenda Items and Non-Agenda Items): The village council welcomes questions from the audience on all village matters. So that we may receive input from all those who wish to speak, please limit your comments to five (5) minutes. If possible, please use the podium. Please state your name and address for the record and sign the "Sign-In Sheet" located near the doorway. In the interest of civility, we ask that you direct your comments to the Chair and that they be presented in an appropriate manner.

F. AGENDA ITEMS FOR CONSIDERATION

1. Police Department Staffing and Services

G. ADJOURNMENT



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: December 3, 2023

TOPIC: Police Department Staffing and Services

BACKGROUND BRIEF:

Administration is requesting that Village Council continue its consideration of the police department staffing and services. As council is aware, two full time police officers have resigned to accept positions with other departments and another officer left the employ of the village several months ago. Interim Chief Stanfield is working to fill these positions, but it has become necessary to identify alternative temporary law enforcement services until the Lake Orion Police Department is back to full staffing.

The Oakland County Sheriff's Office has indicated its willingness to provide temporary law enforcement services. OCSO can provide services through a direct contract between the Village and OSCO, or it can provide services through the Orion Township substation under an agreement between the Village and Orion Township. The former will take a month or more to accomplish, while the latter can be expedited much more quickly if the township is amenable to providing services. Independence Township provides services to the City of Clarkston under a similar agreement, albeit for 24-hour permanent coverage. Attached is a copy of their contract for reference. Also attached is Chief Stanfield's memo outlining the temporary staffing needs of the LOPD.

Chief Stanfield and Village Manager McClary recommend that the Village Council consider authorizing the Village Manager to work out the terms of a temporary service agreement with Orion Township and to execute the agreement at the Village Manager's discretion.

SUMMARY OF PREVIOUS COUNCIL ACTION:

11/20/2023 - Council held a special meeting to discuss police department staffing and operations and provided direction to the Police Chief on options for considering temporary law enforcement services.

FINANCIAL IMPACT:

The specific cost for services under an agreement with Orion Township has not yet been determined but is expected to be similar in cost on a pro rata basis to the tax amount that would otherwise be paid by the village under the township's police millage based on the village's taxable value.

RECOMMENDED MOTION:

To authorize the Village Manager and Interim Police Chief to negotiate a contract with the Charter Township of Orion for temporary law enforcement services utilizing the Oakland County Sheriff's Office Orion Township substation personnel at a cost deemed acceptable to the Village Manager under the following provisions:

1. Law enforcement services will for a period of ninety (90) days with automatic extensions as needed at the discretion of the Village Manager until terminated by either party.
2. Law enforcement services will be for two eight-hour shifts per day Monday through Friday and three eight-hour shifts for Saturday and Sunday.
3. Chief Stanfield will work 8-hour day shifts Monday through Friday.
4. If Chief Stanfield must be absent from work during his shift, he will first arrange with LOPD part time officers to provide coverage and then, second, arrange with the OCSO Orion substation to provide the additional coverage.
5. For reporting purposes, the OCSO will generate duplicate CFS numbers, one for LOPD and one for OCSO.

ATTACHMENTS:

2023-12-01 - Chief Synopsis. for police coverage

2010 Police Services Agreement Between Independence Township & Clarkston

Synopsis

Staff Shortage due to Ofc Loomis and Ofc Brown moving on to other departments. Reasons For their leaving is due to salaries, retirements and healthcare. Ofc Fluegemann resigned as well back on July 30th on this year. Since then, I have posted job offers at Mcoles, Empco, Macomb Police Academy, Oakland Police Academy and on social media. LOPD has received several applications and did conduct interviews with giving one a conditional offer to fill Ofc Fluegemanns empty spot. However, when she was to start, I was notified she was turning down the position because another department had hired her. The other applicates that were interviewed did not pass the background check. As of recently I have received four more applications and will be moving forward with that process.

However, Ofc Loomis resigned Nov 20th,2023 and Ofc Brown will resign as of Dec 3rd,2023 at 7:00am full time but will remain part-time after January 2024. With this it leaves the afternoon shift and midnight shift with no coverage. The Lieutenant will work days Monday thru Friday 7:00am till 7:00pm. As for Police coverage for the empty shifts for a temporary amount of time of 90 days I reached out to are neighboring police department asking for help. Auburn Hills pd, MSP, (Michigan State Police) Oxford pd, I was informed at this time they had all had to decline due to there own staff shortages. Now with that only leaving OCSD (Oakland County Sheriff Dept) for possible coverage.

On Monday Nov 27th I reached out to Lt Offaira at the Orion Sub station on how to reach the under Sheriff Childs. I explained the situation on what type of coverage the Village will need starting Dec 3 at 7:00am. Lt Offaira wrote the information down and will pass on to upper command and have someone reach out to me.

On Thursday Nov 30th at 4:50pm Lt Offaira called me stating the sheriff has been working on a proposal for coverage and has several different options. But the Under Sheriff needed a formal letter from the Village Manager requesting the help for police coverage for 90 days and extension. Under Sheriff email is **childsd@oakgov.com**

The coverage needed as of Dec 3rd,2023 is this

Monday thru Friday the Lieutenant will work 7:00am till 7:00pm.

Monday thru Friday 7:00pm till 7:00am will need to be covered.

Saturday and Sunday will need 24 hr coverage till Monday morning 7:00am.

If the Lieutenant needs a day off Part-time officers will be asked first to fill, but if there unavailable I would have to contact OCSD for that extra day of coverage.

DISPATCH REQUESTS

Then there are reports. We will need duplicate CFS numbers made one for OCSD and one for LOPD just so I know what happens on the shifts they had to cover.

One more thing to think about moving forward. Becky is looking to retire in June of 2024. I have a part-time clerk now that gave an interest in that position full time but she is applying at other departments. So, it's not a guarantee she will be available for that position. That position is a lot of training with the warrants and LEIN paper work that is time sensitive. Along with LOPD reports and paper work such as FOIA. That's my next concern. I'm feeling I don't have any hope in all these situations. I hope you and council discuss all and every option. If you are to have a council meeting over all this as I would like to attend.

Sincerely

Lt T. Stanfield

STATE OF MICHIGAN
COUNTY OF OAKLAND

CHARTER TOWNSHIP OF INDEPENDENCE –
CITY OF THE VILLAGE OF CLARKSTON

INTERGOVERNMENTAL LAW ENFORCEMENT SERVICES AGREEMENT

AGREEMENT, by and between the Charter Township of Independence, a Michigan municipal corporation, whose address is 6483 Waldon Center Drive, Clarkston, Michigan 48346 (“Independence”) and the City of the Village of Clarkston, a Michigan municipal corporation, whose address is 375 Depot Road, Clarkston, Michigan 48346 (“Clarkston”).

RECITATIONS:

Clarkston is situated wholly within Independence, and Clarkston is desirous of providing law enforcement services, for persons and property located in the City, but is unable to maintain its current police department because of current financial conditions.

Independence currently contracts with Oakland County and the Oakland County Sheriff for the provision of law enforcement services within Independence Township under that certain “Oakland County Sheriff’s Office 2010 Law Enforcement Services Agreement with the Charter Township of Independence,” a copy of which has been attached hereto.

The Oakland County Sheriff and the OCSO have granted a waiver, dated 9-1, 2010, of Paragraph 7 of the County Contract, which waiver is for the purpose of allowing the Township to subcontract with Clarkston for purposes of utilizing and allowing Sheriff’s Deputies, who are otherwise designated for patrol solely in Independence Township, to patrol and provide law enforcement services in Clarkston.

Independence is willing and able to provide, and Clarkston desires to subcontract for, law enforcement services for Clarkston through the County Contract as provided for in this Agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Besides the terms “Independence” and “Clarkston,” which are defined above and are referred to herein together as the “parties,” the parties agree that for all purposes, as used throughout this Agreement, the following terms and expressions whether used in the singular or plural, possessive or non-possessive, and/or either within or without quotation marks, shall be defined and interpreted as provided herein.

a. The term “County Contract” shall mean and include that certain “Oakland County Sheriff’s Office 2010 Law Enforcement Services Agreement with the Charter Township of Independence,” a copy of which has been attached hereto and incorporated herein by this reference, as well as any future amendments thereto and any and all future renewals

or new contracts between the OCSO and Independence for the provision of law enforcement services in Independence.

b. The term "law enforcement services" shall be defined and interpreted as the prevention and detection of crime and the enforcement of the general criminal laws of this state, as provided for by state statutes and Clarkston ordinances, including the writing of tickets for motor vehicle and traffic ordinance violations and laws of this state, and shall also include road patrol, crime detection, crime prevention, and criminal apprehension, as well as any necessary supervision of Sheriff's Deputies, or other circumstances involving public safety, a breach of peace, civil infractions, accidents or accidental injuries, and any related governmental law enforcement functions as authorized and/or mandated by law, as limited by and to the extent of the Number(s) and Rank(s) of Sheriff's Deputies contracted for or by Independence under the County Contract. The law enforcement services contemplated and to be provided under this Agreement are strictly limited to those governmental law enforcement services authorized by law and by the County Contract to be performed by the OCSO. Such services are non-exclusive to the extent that the Sheriff's Deputies performing services under this Agreement shall simultaneously continue to provide such services to Independence pursuant to the County Contract.

c. The terms "Oakland County Sheriff's Office," "OCSO," "Sheriff," "Sheriff's Deputy," "County," and "County Official," shall carry the same definition, meaning and interpretation as set forth in the County Contract, attached hereto, and which definitions are incorporated herein and made a part hereof by this reference.

d. The term "Claims" means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and/or expenses of any kind which are imposed upon, incurred by, or asserted against a party.

2. Commencing on September 3, 2010, at 11:00 p.m., and for the term of this Agreement, Independence shall, by and through those Sheriff's Deputies assigned to Independence under a County Contract, furnish law enforcement services to Clarkston, to the best of its ability, subject to and in accordance with the terms and provisions of this Agreement and the terms and provisions of the County Contract applicable at the time of providing such services.

3. In consideration for providing law enforcement services, Clarkston shall pay to Independence an annual amount determined by the formula of multiplying the number of mills Independence assesses its citizens under its Police Millage, times the Taxable Value of all property assessed in Clarkston for real property taxation purposes as of January 1 of each year. Independence shall annually advise Clarkston of the number of mills assessed. Payments under this Agreement shall be due and paid by Clarkston on a quarterly basis as follows: March 31, June 30, September 30, and December 31 of each year. The first quarterly payment under this Agreement shall be due and paid on or before September 30, 2010. If all or any portion of any payment under this Agreement is not made within 30 days of its due date, a fee in the amount of 5.0% of the unpaid amount (such fee being referred to herein as the "late fee") shall be added to

the amount due and owing at that time and an additional late fee shall thereafter be added for each subsequent 30 day period that any portion of the quarterly payment plus accumulated late fees remains unpaid.

4. Under the terms of this Agreement, those Sheriff's Deputies assigned to Independence pursuant to the County Contract shall provide law enforcement services in both Independence and Clarkston. It is understood and acknowledged that no Sheriff's Deputies will be added to the Independence substation for purposes of this Agreement, but, instead, the existing numbers and ranks of Sheriff's Deputies shall simply expand the scope of their patrols and duties to include providing law enforcement services to Clarkston. It is further acknowledged and understood, that the Sheriff retains the right to consolidate the assigned shifts of Sheriff's Deputies in order to concentrate law enforcement efforts to meet particular law enforcement priorities and needs, and the Sheriff shall assign shifts to Sheriff's Deputies contracted for under County Contract so as to provide the broadest possible coverage of law enforcement services to Independence, which under this Agreement shall include such services to Clarkston.

5. Clarkston agrees that the Sheriff shall assign Sheriff's Deputies, in such number(s) and rank(s) as provided for in the County Contract, to perform any and all law enforcement services contemplated in this Agreement within the corporate limits of Clarkston and Independence. Law enforcement services, as defined above, shall not include police related "support services," such as Marine Division, Arson Investigation, Detective and Crime Lab services, which the Oakland County Sheriff's Department now provides on a county-wide basis. Nevertheless, such additional "support services" shall continue to be made available, at no additional cost to Clarkston, to the same extent that the OCSO continues to make such law enforcement "support services" available, at no additional charge, to all other communities within Oakland County.

a. Clarkston acknowledges that, except as provided for under the terms of this Agreement and the County Contract, the Sheriff has only limited responsibility for law enforcement services in Clarkston and is not otherwise required, except as provided herein, to assign any specific or additional number(s) or rank(s) of Sheriff's Deputies to provide law enforcement services to Clarkston.

b. Notwithstanding any other provision in this Agreement, this Agreement shall not be interpreted to include any warranty, promise or guarantee, either express or implied, or of any kind or nature whatsoever, in favor of Clarkston and/or any other person or Clarkston resident that the provision of law enforcement services under this Agreement will result in any specific reduction or prevention of criminal activity within Clarkston or any other performance based outcome.

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

6. Independence and Clarkston agree that the sole and exclusive purpose of this Agreement is to provide law enforcement services in and for Clarkston to the extent and in the manner provided in this Agreement. Except as otherwise expressly provided for in this Agreement,

Clarkston agrees that this Agreement does not, and is not intended to, create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit, and/or special right to OCSO's law enforcement services in favor of or to the benefit of any particular person(s) beyond the OCSO's and/or any Sheriff's Deputy's law enforcement officer duty, as established under existing law, to the general public. Clarkston shall not have the right under this Agreement to assign, delegate, or otherwise, transfer, promise, commit, or lend any law enforcement services, duties or obligations to any other public or private person, corporation, entity or organization of any kind.

7. The Sheriff's Deputies shall continue to operate out of the existing Independence substation. No separate substation shall be offered or provided by or in Clarkston. Independence shall be responsible for the provision of the substation facilities in accordance with the terms of the County Contract.

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

9. Except as expressly provided for in this Agreement, Clarkston agrees that this Agreement does not, and is not intended to, transfer, delegate, or assign to Independence, the County, the Sheriff, and/or any Sheriff's Deputy any civil or legal responsibility, obligation, duty of care, or liability associated with any governmental function delegated and/or entrusted to Clarkston under existing law.

10. Except as expressly provided for under the terms of this Agreement, no Sheriff's Deputy while acting under the terms of this Agreement shall perform any services directly or otherwise be available to perform any work or assignments, and no Sheriff's Deputy shall be otherwise employed or utilized, in any manner or capacity, by Clarkston.

11. In the event of any questions or concerns with respect to the law enforcement services provided to Clarkston under this Agreement, Clarkston, through its City Manager, shall communicate such concerns and questions to the Independence Supervisor, and visa versa. Clarkston shall not provide, furnish or assign any Sheriff's Deputy with any job instructions, job descriptions, job specifications, or job duties, or in any manner attempt to control, supervise, train, or direct any Sheriff's Deputy in the performance of any duty or obligation under the terms of this Agreement.

12. Clarkston agrees to promptly notify and/or provide the Sheriff with any information that may come to its knowledge or possession regarding any act contrary to the terms and conditions of this Agreement, or any other questionable acts or omissions, or any allegation of same by any Sheriff's Deputy. Clarkston also agrees that it shall promptly deliver to the Sheriff written notice and copies of any complaint(s), charge(s), or any other accusation(s) or allegation(s) of wrongdoing, whether civil or criminal in nature, which Clarkston becomes aware of regarding any Sheriff's Deputy. Clarkston agrees to cooperate with the OCSO in any investigation conducted by the Sheriff into the character or fitness of any Sheriff's Deputy.

13. The term of this Agreement shall be from the date of commencement of law enforcement services as set forth in Paragraph 2, above, and shall remain in effect until the County Contract expires or terminates by its terms or otherwise. In the event the County Contract expires or terminates by its terms and a renewal or new County Contract is entered into for the continuation of law enforcement services in Independence, this Agreement shall, unless otherwise terminated by either party, be automatically extended for the term of such renewal or new County Contract, and shall be subsequently extended in the same manner thereafter in the event of additional future renewals or new County Contracts for such services for the term of same. With each such automatic extension of this Agreement, Independence shall provide to Clarkston a copy of the renewal or new County Contract and the parties agree that the County Contract attached hereto at the time shall be replaced with the renewal or new County Contract that triggered the automatic extension, and such replacement County Contract shall be and is hereby automatically incorporated herein and made a part of this Agreement without further action by either of the parties.

14. Either Independence or Clarkston may terminate this Agreement as follows: (a) in the event Independence's Police Millage will expire or has expired without a renewal of said millage approved by the voters prior to such expiration, upon at least thirty (30) days advanced written notice from Independence to Clarkston; (b) in the event the OCSO or Sheriff ceases providing law enforcement services in Independence for any reason, concurrently with the date of such cessation of law enforcement services; (c) in the event of non-payment, upon at least thirty (30) days advanced written notice from Independence to Clarkston; (d) without cause by Independence, upon at least six (6) months advanced written notice to Clarkston; or (e) without cause by Clarkston, provided advanced written notice is delivered to Independence on or before June 1 prior to the effective date of the termination and the effective date of the termination shall not be until January 1 following said notice. Upon termination this Agreement shall end and the parties shall then be discharged of all liabilities under this Agreement, except those which have accrued prior to the termination date.

15. This Agreement is neither intended, nor shall it be interpreted, to create, change, modify, supplement, supersede, or otherwise affect or control, in any manner or at any time, the terms or conditions of the County Contract. Clarkston has received and reviewed the current County Contract, a copy of which is attached hereto, and accepts and acknowledges that it shall undertake no act nor make any omission that would result in a violation, breach, termination, default, obfuscation, limitation or reduction of the terms, provisions and/or requirements of that County Contract or any future County Contract, as defined in this Agreement, and/or Independence's obligations and benefits under said County Contract, with the sole exception being the provision to Clarkston of law enforcement services by Sheriff's Deputies assigned to the Independence substation.

16. It is understood and agreed that the Sheriff and the County reserve to themselves any rights and obligations relating to the provision of any and all police and/or governmental law enforcement services. This Agreement does not, and is not intended to, diminish, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, capacity or immunity of the parties hereto or any of the officers or employees of

the parties hereto. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either party.

17. Each party shall be responsible for any Claims made against that party and for the acts of its employees and officials. In any Claims that may arise from the performance of this Agreement, each party shall seek its own legal representation and bear the costs associated with such representation including any attorney fees. Except as otherwise provided in this Agreement, neither party shall have any right under any legal principle (including legal, equitable or implied indemnification; contribution; or subrogation) to be indemnified or reimbursed by the other party or any of its employees or officials in connection with any Claim.

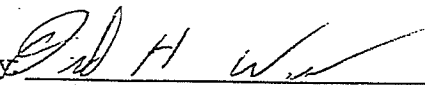
18. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced, and governed under the laws of the State of Michigan. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not construed strictly for or against any party. As used in this Agreement, the singular or plural number, the possessive or non-possessive, shall be deemed to include the other whenever the context so indicates or requires.

19. Absent any expressly written waiver, the failure of any party to pursue any right granted under this Agreement shall not be deemed a waiver of that right with regard to any existing or subsequent breach or default under this Agreement. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

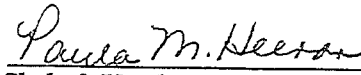
20. To the extent permitted by the County Contract and by law, this Agreement shall be binding upon Clarkston and Independence, and upon their successors and assigns, and all persons acting by, through, under, or in concert with any of them.

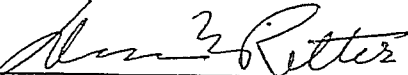
CHARTER TOWNSHIP OF
INDEPENDENCE, a Michigan
corporation

CITY OF THE VILLAGE OF
CLARKSTON, a Michigan municipal
corporation

By: 
David H. Wagner, Supervisor

By: 
Stephen Arkwright, Mayor

By:  DEPUTY
Shelagh VanderVeen, Clerk CLERK

By: 
Dennis Ritter, City Manager

Dated: 9-2-2010

Dated: September 1, 2010