

POLICE-SCHOOL LIAISON PROGRAM

This Agreement, is made this 29 day of ~~April~~^{July} 2015, by and between the SCHOOL DISTRICT OF THE CITY OF PONTIAC, a Michigan School District, whose address is 47200 Woodward Avenue, Pontiac, Michigan 48342, the CITY OF PONTIAC, a Michigan municipal corporation, whose address is 47450 Woodward Avenue, Pontiac, Michigan 48342.

WHEREAS, the City of Pontiac is municipal government located in the County of Oakland and the State of Michigan, and School District of the City of Pontiac is a public school district educating students residing within the boundaries of the unit of government which is a party to this Agreement.

WHEREAS, the parties are joining together to finance and provide for a police-school liaison educational program by entering into this Inter-Governmental Agreement pursuant to, and under the authority of Act 35 of the Public Acts of 1951 of the State of Michigan, as amended (MCL 124.1 et seq.).

WHEREAS, the parties hereto believe the involvement of police in the educational program of the community's elementary and secondary schools would be of great public benefit by building respect for law enforcement and preventing present and future crime, among other reasons, and that the various units of government should share the cost and responsibility for a police-school liaison education program.

NOW THEREFORE, the parties hereto agree:

1. To establish, on a year to year basis, beginning each July 1 and ending each June 30, a police education program to be carried on in the elementary and secondary schools for children attending the School District of the City of Pontiac. For the first year of the program, the starting date shall be April 15, 2015 and shall end June 30, 2016.
2. The Police-School Liaison Officer will be assigned to the program by the Oakland County Sheriff's Office (OSCO). Staffing levels will be determined by the School District of the City of Pontiac and through budget allocations of the School District of the City of Pontiac. The Liaison Officers' responsibilities shall be to:
 - a. Provide eighty (80) hours of law enforcement services by an Oakland County Sheriff's Deputy for any bi-weekly period.
 - b. Conduct education programs.

- c. Enforce state law and local ordinances on school premises.
 - d. Report to and take direction from the Management Team.
- 3. Whereas, the officers are contracting to serve as school liaison officers, and whereas, the officers are housed and work on a daily basis within the confines of the School District of the City of Pontiac, and whereas, the supervision of the program will be as unique as the program itself, there are three (3) major areas which will require supervision:
 - a. Routine Performance and Special Duties.
 - b. Criminal Complaints.
 - c. Policy, Procedures and Finance.
- 4. A two-member Management Team comprised of the commanding officer of the O.C.S.O., and a School District of the City of Pontiac designee appointed by the Superintendent, shall be responsible for overseeing the liaison officers' routine performance and special duties, and specifically to:
 - a. Manage, on a daily basis, the liaison officers' activities and duties.
 - b. Implement program objectives and measurement methods.
 - c. Balance the education and law enforcement roles of the liaison officers.
 - d. Provide feedback and reports.
 - e. Provide an annual report by June 15 of each year, for distribution to the School District of the City of Pontiac Superintendent and to the City Administrator for the City of Pontiac. Upon the elimination of the position of City Administrator, such annual report shall be provided to the Mayor.
 - f. Maintaining the program's philosophy of crime prevention through education and appropriate law enforcement practices.
 - g. Oversight and administration of the police-school liaison program.
 - h. Establishment and implementation of the goals and objectives for the program.
 - i. Resolution of conflicts concerning program direction or content.

- j. Submitting a proposed annual budget to the School District by the City of Pontiac no later than February 15 of each calendar year.
 - k. Recommending any changes to the Police-School Liaison Agreement.
5. Whereas, the liaison officers are police officers first and whereas, they must work with many law enforcement agents, as well as school and community organizations:
- a. The officers will, from time to time, be involved with incidents which occur on school premises and shall be responsible for preparing any appropriate reports and assist with law enforcement incidents as needed.
6. The total cost of the program shall be as follows:
- a. The total cost of the program, including any overtime, shall be the lesser of City of Pontiac's cost for a Sheriff's Deputy under the Law Enforcement Services Agreement (attached hereto as Exhibit A) that the City has with the Oakland County Sheriff's Department or \$130,000, on an annualized basis, except the City's responsibility for overtime shall be limited to \$5,000.
 - b. The cost of materials and any other cost agreed to by the parties hereto, provided that the aggregate cost does not exceed the amounts set forth in Section 6a, above.
 - c. The City shall invoice the School District monthly for total costs incurred by the City the previous month. The School District shall pay the City within 30 days of the date of the invoice. Failure of the School District to pay the City within 60 days of receiving the service shall allow the City to cancel this Agreement and stop the provision of services herein described.
7. The City of Pontiac shall be responsible for administering the moneys for carrying on the police-school education program. The City of Pontiac shall pay Oakland County Sheriff's Office at such intervals as are required by the Law Enforcement Services Agreement for Sheriff's deputies.
8. The officers involved in the program shall continue to be the employees of the Oakland County Sheriff's Department, and shall not be employees of the City or the District. The parties expect that the officers involved shall cooperate in respect to the carrying on of the program, the content of the program and all related details.

9. The School District of the City of Pontiac shall provide space, a desk, a phone, and other related equipment for the officers, and shall cooperate in the program so that the officers may be involved in the educational process for the benefit of as many students as possible.
10. Acknowledgement is hereby given by the School District of the City of Pontiac for providing space, phone and related equipment, and services are provided above the financial commitment required by this Agreement.
11. Subject to the following Paragraph, this Agreement shall become effective at 12:01 A.M., April 15, 2015, and shall remain in effect continuously until it expires, without any further act or notice being required by either party, at 11:59 P.M. on June 30, 2016. In addition, any party may terminate this Agreement by giving written notification to all others at least ninety (90) days prior to the proposed termination date, which date shall be clearly stated in the written notice. Upon the expiration or termination of this Agreement, all further obligations to provide LAW ENFORCEMENT SERVICES to the DISTRICT under this Agreement shall end.
12. In the event that the DISTRICT wishes to enter into a new agreement for LAW ENFORCEMENT SERVICES upon the expiration of this Agreement, it will notify the City of Pontiac, in writing, of this intent no later than December 31, 2015. If the DISTRICT, as above, notifies the City of Pontiac of its intent to enter into a new agreement, and the City of Pontiac has a similar interest, the City of Pontiac shall present the DISTRICT with a new proposed agreement for continued LAW ENFORCEMENT SERVICES on, or before, January 31, 2016. In no event shall this paragraph be interpreted to obligate the City of Pontiac or the DISTRICT to continue any Agreement for any LAW ENFORCEMENT SERVICES beyond the expiration of this Agreement unless a new fully executed contract is executed by the parties. In the event that the DISTRICT terminates this Agreement or elects not to enter into a subsequent agreement because it decides to establish its own police department, the DISTRICT shall not be obligated to hire anybody who worked with the City of Pontiac or the O.C.S.O. pursuant to this agreement.
13. After it is determined to proceed with the upcoming year's program, the City of Pontiac shall make arrangements with the Oakland County Sheriff's Department for the availability of the deputies for a like period.
14. Neither the School District of the City of Pontiac nor the City of Pontiac shall be responsible for any officer(s) in the program. Each of the parties hereto shall carry liability insurance to protect

themselves for any liability or cost which may occur as a result of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto. Subject to Paragraph 15, each Party shall be responsible for any CLAIMS made against that Party and for the acts of its Employees or AGENTS.

15. To the extent the City of Pontiac is entitled to indemnification from the OCSO pursuant to its Law Enforcement Services Agreement with OCSO, as a result of OCSO services contemplated herein, the City of Pontiac shall indemnify, defend and hold harmless the School District, its Board of Education, its Board Members, in their official and individual capacities, its administrators, employees, agents, contractors, successors, and assignees, from and against any and all claims, counterclaims, suits, debts, demands, actions, judgments, liens, costs, expenses, damages, and liabilities, including actual attorney's fees and actual expert witness fees arising out of or in connection with The City of Pontiac performance of the Services pursuant to this Contract and/or from The City of Pontiac's violation of any of the terms of the Contract, including, but not limited to: (i) the negligent acts or willful misconduct of The City of Pontiac, its officers, directors, employees, successors, assignees, contractors, agents; (ii) any breach of the terms of this Contract by The City of Pontiac, its officers, directors, employees, successors, assignees, contractors, and agents; (iii) any violation or breach by The City of Pontiac, its officers, directors or employees, successors and assignees of any applicable Federal, State or local law, rule, regulation, ordinance, policy and/or licensing and permitting requirements applicable to providing the Services; or (iv) any breach of any representation or warranty by The City of Pontiac, its officers, directors, employees, successors, and assignees, under this Contract. The City of Pontiac shall notify the School District by certified mail, return receipt requested, immediately upon actual knowledge of any claim, suit, action, or proceeding for which the School District may be entitled to indemnification under this Contract. This paragraph shall survive the expiration or earlier termination of this Contract.

16. This Amended Agreement is intended to, and hereby does, supersede and replace any and all prior agreements among the parties relative to the police-school liaison program.

17. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced, and governed under the laws of the State of Michigan. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not construed strictly for or against any party. As used in this Agreement, the singular or plural

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

18. Absent an expressly written waiver, the failure of any party to pursue any right granted under this Agreement shall not be deemed a waiver of that right with regard to any existing or subsequent breach or default under this Agreement. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power, or privilege preclude any other or further exercise of any other right, power or privilege.
19. This Agreement shall be binding upon each party to the extent permitted by law, upon their successors and assigns, and all persons acting by, through, under, or in concert with any of them.

City of Pontiac

By: Joseph M. Sobota, M.P.A.
Joseph M. Sobota, M.P.A.

Its: City Administrator

School District of the City of Pontiac

By: Kelley Williams
Kelley Williams

Its: Superintendent