

BARODA-LAKE AMENDED POLICE PROTECTION AGREEMENT

This Agreement amended the 21st day of December, 2020, between the Township of Baroda ("Baroda"), PO Box 215, Baroda, MI 49101, and the Charter Township of Lake ("Lake"), PO Box 818, Bridgman, MI 49106, both municipal corporations located in Berrien County, Michigan (collectively, "the Townships"):

Whereas, the Townships previously entered into a police agreement among themselves and the Village of Baroda ("Village") to form a joint police department in 1975 under 1967 PA 7 ("1975 Agreement"); and

Whereas, since 1975 there have been numerous changes implemented to the 1975 Agreement, many of which have not been formally reduced to writing; and

Whereas, the Townships desire to recognize and formalize the amendments to the 1975 Agreement that have been implemented over the years and to reform and reauthorize their agreement for joint police protection and their joint police department under 1951 PA 33, as amended; and

Whereas, the Townships find that this Agreement is necessary and reasonable to provide for the public health, safety, welfare and economy of the Townships, and to provide continued police protection services to the entire geographical area comprising the Townships and the Village (provided that the Village remains a part of Baroda Township and subject to the Baroda Township police millage).

Now, therefore, the Townships agree to be bound by the following mutual promises and expressions of cooperation.

I. REFORMATION OF BARODA LAKE POLICE DEPARTMENT

The Townships agree to reform and reaffirm a joint police department to serve the Village and the Townships, which shall be operated according to the terms of this Agreement. This police department shall be known as the Baroda-Lake Police Department ("Department").

II. STATUTORY AUTHORITY AND JURISDICTION OF THE DEPARTMENT

The legal authority for the operation of the Department is derived from 1951 PA 33, as amended, MCL 41.801 et seq governing joint police service and joint police administrative boards. The Department shall operate in and provide police protection to the entire territory comprising the Townships, and to the Village, provided that the Village remains a part of Baroda Township and subject to Baroda Township's police millage,

III. PURPOSE AND INTENT

The purpose of this Agreement is to reaffirm and reform the Department, including the reformation of a Joint Police Administrative Board ('Police Board'); to outline the joint ownership and operation provisions of the Department; to reaffirm jurisdiction and authority of the Police Board over personnel selection and employment, operation of the Department,

and other pertinent matters; to authorize rules and regulations for the conduct of personnel; to authorize the purchase and maintenance of equipment; to authorize the appointment of a Police Chief and other Department officers; to authorize the selection and hiring of employees; to authorize the Police Board to prescribe the powers and duties of Department employees; and to establish a budget and procedure for budgeting, allocation of expenses, and financing of the Department operations.

IV. JOINT OWNERSHIP

It is understood and agreed that the Townships shall jointly own an undivided interest in all police vehicles, equipment, apparatus and other personal property purchased by or on behalf of the Police Board, the value of such interest based upon the percentage of the investment by each Township at the time of such property's purchase. Legal title to all such property shall be held in the name of the Townships jointly.

V. EXCESS LIABILITY

The Townships shall each contribute in proportion to their percentage of initial ownership of 53% (Lake) and 47% (Baroda) toward any liabilities which may be in excess of policies of insurance protecting the Department and the Townships regarding the Department operations. Such contributions shall be made regardless of whether such liability arose outside the political boundary of the Township,

VI. REFORMATION OF THE POLICE BOARD

- A. The Townships hereby create a Joint Police Administrative Board ("Police Board"), which shall consist of five (5) Police Board Members ("Board Members"). Lake shall appoint three (3) Board Members and Baroda shall appoint two (2) Board Members.
- B. The Board Members shall each be appointed for terms of six (6) years; however, of the two initial appointments made by each respective Township, one Board Member from each Township shall be appointed for an initial term of four (4) years; and the initial fifth Board Member shall be appointed for an initial term of two (2) years.
- c. The Police Board shall meet at least on a quarterly basis, or more often as business requires, or upon the written request of the Chair, any two (2) Board Members, or either Township,
- D. The Police Chief shall serve as an ex-officio Police Board member, but shall have no vote.
- E. The Police Board shall annually elect a Chairperson and a Vice-Chairperson. The Police Board shall also employ a Bookkeeper, who shall be bonded.
- F. Each Board Member, excluding ex-officio members, shall have one vote.

- G. At least three (3) Board Members, including at least one (1) representative of each Township, constitute a quorum to conduct business. For purposes of selecting the Police Chief, a quorum shall consist of five (5) Board Members. A tie vote on any motion shall be deemed to defeat the motion.
- H. A Board Member shall serve until his or her successor is appointed. Board Members shall receive a per diem as established by the approved annual budget.
- I. A Board Member shall not be an employee or volunteer of the Department. At least one Board Member appointed by Baroda shall be a member of the Baroda Township Board and at least one Board Member appointed by Lake shall be a member of the Lake Charter Township Board.
- J. A Board Member may be removed by the governing body of the Township that appointed the Board Member, after an opportunity for a hearing, for inefficiency, neglect of duty, or malfeasance in office. The fifth Board Member may be removed by a majority vote of the remaining Board Members, on the same grounds and procedure.

VII. AUTHORITY AND DUTIES OF THE DEPARTMENT

- A. Subject to Police Board authorization and budget appropriations, the Department is authorized to provide police protection to the citizens of the Townships and the Village.
- B. Standards, criteria, and details of authorized services shall be established by the Police Board, reviewed annually, and maintained in its procedural manual.

VII. ADMINISTRATIVE AND FINANCIAL DUTIES AND RESPONSIBILITIES OF THE POLICE BOARD

- A. Administrative Duties and Responsibilities of the Police Board include:
 - 1. The Police Board shall appoint the Police Chief, assistant chief(s), officers, and probationary officers as shall be required for the proper and efficient operation and maintenance of the Department. Standards, criteria, and procedures for these appointments shall be established by the Police Board and maintained in its procedural manual.
 - 2. The Police Board shall make and establish policy and procedures for the governance of the Department, employees, and officers of the Department.

3. The Police Board shall ensure for the proper care and management of the apparatus, equipment and personal property pertaining to the Department.
4. The Police Board shall prescribe the powers and duties of the Police Chief, assistant chief(s), officers, probationary officers and employees,
5. The Police Board shall ascertain that adequate insurance is provided through Baroda Township to protect the Townships from loss by way of damage to Department property, general liabilities for injury to persons and/or property, and Workers' Compensation,
6. The Police Board shall provide for the timely and proper recording of the minutes of its meetings. The Cake Township Clerk shall have custody of the Police Board's recorded and approved minutes.

B. Financial Duties and Responsibilities of the Police Board include:

1. The Police Board shall each year prepare a budget for operation of the Department and present that budget to each Township Board. The budget shall be submitted in accordance with instructions given by each Township in order to comply with the budget processes of each unit. The budget shall accurately track and account for all the direct and indirect expenses of the Department, including without limitation the expenses associated with building and occupancy, custodial services, and utilities used by the Department. The budget must be approved each year by each Township Board before it is effective. If one or both Townships fail to approve the proposed budget for any year, then the prior's year's approved budget shall remain in effect until the Townships both approve a new budget.
2. The Police Board shall make expenditures only as specifically authorized by the approved budget. In order to expend unbudgeted amounts, the Police Board must amend the budget and obtain the approval of both Township Boards.
3. Upon approval of the budget, each Township shall transfer its proportionate share of the funding in equal quarterly installments on or before the last day of January, April, July and October each year to the Police Board Bookkeeper, who shall deposit the funds in accordance with deposit and investment policies set forth by the Police Board, Installments paid after the due date shall bear interest in the amount of 1 percent per month until paid.
4. The Police Board Bookkeeper, upon receipt of payment from each Township, shall deposit the monies in the General Operation and Maintenance Fund, which fund shall be sufficient to pay the reasonable and necessary current expenses of administration, operation and

maintenance of the Department. In addition, the Police Board shall maintain a Drug Fund, into which shall be deposited the proceeds of drug forfeitures received by the Department, and which shall be expended as provided by law and as determined by the Police Board.

5. The Lake Township Treasurer shall be the custodian of the Department's funds and shall be responsible for disbursing expenses from the Department's funds as determined by the Police Board.
6. Legal title to personal property, equipment, and apparatus shall be in the name of the Townships jointly. The Townships each reserve the right to approve insurance coverage and limits, and each shall be a named insured on all insurance policies.
7. The Police Board shall have no authority to levy any tax within the boundaries of the Townships or to issue any type of bond in its own name, or in any way indebted either Township.
8. The financial affairs of the Police Board shall be subject to an annual audit which shall be performed as part of the annual Baroda Township audit.

IX. ANNUAL OPERATING EXPENSES

Annual contributions for the operating expenses of the Department shall be provided by the Townships an annual analysis of response calls to each municipalities area will be created and reviewed by the Board. Funding to the Department will be made as follows:

- A. Baroda Township will pay all funds generated by their approved Police Millage to the Department.
- B. Lake Township will fund the remainder required to meet annual operating expenses from its' general fund.
- C. When the amount generated by Baroda Township millage falls more than 5% out of line with the amount required based on the percentage of the number of calls, Baroda will make every effort to increase millage funding through a request to the taxpayers.

X. NOTICE OF MEETINGS

All meetings of the Police Board, including special meetings which may be called from time to time upon the written request of two (2) Police Board members, shall be conducted in compliance with the Michigan Open Meetings Act, 1976 PA 267, as amended. Public notice for the meetings will be posted at the Police station. Clerks for each Township shall receive notice of Police Board meetings and copies of Police Board Minutes.

XI. WITHDRAWAL FROM THE POLICE DEPARTMENT

- A. A Township desiring to withdraw from this Agreement shall give two (2) years written notice to the other municipal corporation, prior to the proposed date of withdrawal.
- B. The Township withdrawing from the Agreement shall be entitled to receive compensation for a share of the property, structures, engines, apparatus, and equipment jointly owned by the Townships, in proportion to that Township's investment therein.
- C. The Police Board shall have an appraisal made of the property and equipment within 90 days after the notification of intent to withdraw is announced. All values are to be assigned as of the date of the appraisal.
- D. The withdrawing municipal corporation's share of the joint property shall be determined based on its investment therein, and shall be payable in five (5) equal annual installments, with interest at 5% per annum, unless the Townships agree otherwise in writing. If the Townships agree to some other method of division of property or terms of payment, a separate contract shall be prepared detailing such terms.
- E. The Police Board shall carry out the expressed intentions of each Township Board, but shall have no inherent power to negotiate terms of the withdrawal.
- F. In the event the Police Board is repaying debt or has incurred other obligations prior to the withdrawal announcement, the withdrawing Township is obligated to pay its proportionate share of such indebtedness or other obligation. This amount may be deducted from any sums owed to the withdrawing Township.

XII. AGREEMENTS WITH OTHER MUNICIPALITIES OR PRIVATE PARTIES

This Agreement shall not be extended to include any other municipal corporation or unit of government without prior written approval by resolution by both Townships. The Police Board shall not enter into any police agreements with private parties without the approval of both Township Boards.

XIII. MUTUAL AID AGREEMENTS

The Police Board may enter into or withdraw from any mutual aid agreement only with approval, by resolution, by both Township Boards.

XIV. POLICE PROTECTION OUTSIDE THE TOWNSHIPS

The Police Board shall not enter into any contract for Police protection outside the Townships or to join in any Police protection agreement with other municipalities, without approval, by resolution, of both Townships.

XV. QUARTERLY AND ANNUAL REPORTS

The Police Chief shall provide quarterly and annual reports on police calls and other Department statistics to the Police Board. Copies of these reports shall be included in the Police Board Meeting Minutes.

XVI. LEGAL ASSISTANCE

The Police Department shall use the services of an attorney jointly approved by both Township Boards.

XVII. DISPUTE RESOLUTION

- A. Mediation. Any dispute arising between the Townships under this Agreement shall first be submitted to voluntary mediation before a neutral mediator jointly chosen by the Townships.
- B. Arbitration. Any dispute that arises hereunder between the Townships that is not settled by mediation as described above shall be submitted to binding arbitration before the American Arbitration Association in accordance with its Rules of Arbitration. An arbitration award under this provision shall be final and binding and a judgment of the Berrien County Circuit Court may be entered to enforce the award. In case of any such arbitration, the prevailing Township shall be entitled to collect from the losing Township all of its costs, including its reasonable attorneys' fees, incurred to investigate, bring and maintain that arbitration.

XVIII. EFFECTIVE DATE AND TERMINATION

This Agreement shall take effect December 21st, 2020, after it is signed by the designated representatives of the Townships. This Agreement shall remain in effect until it is terminated by the withdrawal of one of the Townships, or until 2 years after this Agreement's effective date.

XIX. MISCELLANEOUS

- A. Notices. Any notice, demand or communication required, permitted, or desired to be given under this Agreement shall be deemed effectively given when personally delivered to the Supervisor or Clerk of each Township or mailed by first class mail, addressed as follows:

Baroda Township, 9091 First St., Baroda MI 49101

Lake Charter Township, 3220 Shawnee Rd. Bridgman, MI 49106 .

- B. Governing Law. This Agreement has been executed and delivered in and shall be interpreted, construed and enforced pursuant to and in accordance with the

laws of the State of Michigan. All duties and obligations of the parties created hereunder are performable in Berrien County, Michigan and Berrien County, Michigan shall be the venue for any mediation or arbitration between the parties that may be brought in connection with or arise out of or by reason of this Agreement.

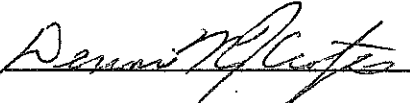
- C. Assignment. No assignment of this Agreement or the rights and obligations hereunder shall be valid without the specific written consent of both Townships.
- D. Waiver of Breach. The waiver by either Township of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof,
- E. Gender and Number. Whenever the context hereof requires, the gender of all words shall include the masculine, feminine and neuter, and the number of all words shall include the singular and plural.
- F. Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
- G. Article and Other Headings. The Article and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement,
- H. Amendments and Contract Execution, This Agreement may be amended by mutual agreement of the Townships. This Agreement shall govern unless amended with approval, by resolution, by both Township Boards. Any amended agreement shall be signed by the Supervisor and Clerk of each Township. This Agreement and amendments thereto shall be in writing and executed in multiple copies. Each copy shall be deemed an original, but all copies together shall constitute one and the same instrument.
- I. Entire Agreement. This Agreement supersedes all previous or contemporaneous contracts, including the 1975 Agreement, and constitutes the entire agreement between the parties. Neither Township shall be entitled to benefits other than those specified herein. No oral statements or prior or contemporaneous written material not specifically incorporated herein shall be of any force and effect, and both Townships specifically acknowledge, in entering into and executing this Agreement, they rely solely upon the representations and agreements contained in this Agreement and no others.
- J. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall be considered a valid original.

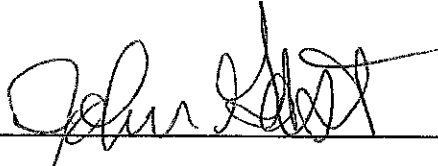
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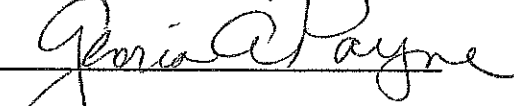
TOWNSHIP OF BARODA

CHARTER TOWNSHIP OF LAKE

By: 
Dennis Krotzer, Supervisor

By: 
John Gast, Supervisor

By: 
Christina Price, Clerk 12-22-2020

By: 
Gloria Payne, Clerk

Agreement amendment recommended May 12, 2020 by the Baroda- Lake Police Board.

Third amendment to the original agreement of 1975.

