

PARTNERSHIP IN NEIGHBORHOOD SAFETY LAKETON TOWNSHIP AGREEMENT

This Agreement is made this ____ day of _____, 2023, by and among the Township of Laketon and the County of Muskegon, with reference to the following facts and circumstances:

- A. Pursuant to the authority granted in MCL 41.181; MSA 5.45(1), townships may contract with sheriff's departments within the State of Michigan to provide special police protection within the townships and to enforce local ordinances.
- B. The Township is interested in receiving additional and special police services from the County of Muskegon through the Muskegon County Sheriff's Office.
- C. The County of Muskegon, through the Muskegon County Sheriff's Office, is able and willing to provide the additional and special police services, on the terms and conditions set forth herein.

Now, therefore, the parties agree as follows:

1. DUTIES OF THE COUNTY

The County, through the Muskegon County Sheriff's Office, agrees to provide one full-time (average of 40 hours per week) deputy to conduct community policing activities within the Township. The position will at all times be staffed by the County and the Muskegon County Sheriff's Office with staff who are qualified and trained in accordance with all requirements of the Michigan law for police officers who can be lawfully employed under Michigan law as full-time police officers. At the time that the appointed deputy takes vacation time, sick time, etc., to where the absence is greater than two continuous weeks (80 work hours) the County and the Muskegon County Sheriff's Office will provide replacement(s) or reimburse the Township the cost of the deputy for those days not covered. If the deputy is absent for less than two continuous weeks (80 work hours), the Township will pay its share of the cost. All work under this Agreement will be performed in accordance with the terms and conditions more fully set forth and detailed in Exhibit A, which is attached hereto and incorporated by reference herein.

2. FUNDING OF POSITIONS AND BUDGET

The costs of funding this position will be divided among the Township and the County of Muskegon as follows:

Deputy Position (Actual total costs)	
Wages & Benefits	Paid 50% by the Township
Non-Wage & Benefits	Paid 50% by the Township
Associated Administrative	Paid 50% by the Township
Deputy Equipment	Paid 50% by the Township

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An estimate of the projected budget for providing these services for one (1) calendar year is attached as Exhibit B. The parties acknowledge that the costs set forth in Exhibit B are only projections and that reimbursement(s) to the County must be based upon the expenditures actually incurred and budgeted for, in the performance of this Agreement.

If the Township desires more coverage than one (1) additional deputy for the special police services, the Township shall pay 100% of the total actual costs to include but not limited to overtime wages (time and one half) plus all fringe benefit costs.

Notwithstanding the foregoing, the parties agree, subject to Sheriff's express approval, that any participating Township, or the County, may elect to receive funds from a non-participating township to offset the Township and County's cost, in exchange for a sharing of assigned deputy coverage. Sheriff approval for such is, of course, acknowledged as being necessary by the parties in order to assure logistic feasibility.

Commencing April 1, 2023 the Township agrees to appropriate and pay the County quarterly on or before May 1, August 1, November 1, and February of the subsequent year.

3. INDEMNITY AND LIABILITY INSURANCE

The Township shall provide adequate liability insurance to cover any County liability which might arise or result from claims that Township zoning or other ordinances enforced by the County are unlawful or unconstitutional. The Township shall indemnify and hold the County (and its agents, officials and/or employees) harmless from any and all such liability or obligation.

In addition, the County shall carry all necessary liability insurance to cover the operation of the sheriff's unit and to indemnify, defend and hold the Township (and its agents, officials and/or employees) harmless, against any and all liability, lawsuits, demands, claims losses, damages, actions, costs expenses (including, without limitation, settlement costs, attorney's fees and court costs) and judgements recovered for or asserted by any third party which may arise out of, or be filed as a consequence of actions or inactions of deputies hired with the exception of the liability in this section as described in the first paragraph of this section relating to ordinances, pursuant to this Agreement. The County shall request its insurance carrier name the Township, their officials, employees and agents, as additional insureds under its comprehensive general liability insurance policy and shall maintain such endorsements throughout the terms of the Agreement.

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The duty to indemnify, defend and hold harmless the Township, their officials, employees and agents shall be effective without regard to the County's limits of coverage for insurance and shall survive termination of this Agreement.

4. TERMINATION OF THIS AGREEMENT

This Agreement shall run, subject to budgetary approval by the County and the Township, for a period from April 1, 2023 through March 31, 2024 and shall thereafter be automatically renewed from year to year for additional one (1) year periods, provided, however, any party shall have the right to notify the other parties, in writing, of its intention to terminate this Agreement on its anniversary date, any time within said contract period, provided notice of said termination is given at least ninety (90) days prior to the anniversary date.

5. INSPECTION OF BOOKS AND RECORDS

The Township or their designated agents, accountants or attorneys shall have the right, on reasonable notice to the County and Sheriff, to inspect the books and records of the County and Sheriff with respect to the operation of the position which is partially funded through this Agreement and all financial matters included within this Agreement.

6. OPERATIONAL CONTROL

The Muskegon County Sheriff's Office shall have sole and absolute control over the supervision and operation and conduct of the deputy providing services under this Agreement. The personnel thereof shall be a deputy sheriff who shall be hired or terminated by the Sheriff under the same terms and conditions of employment as any other deputy sheriff. The Township Board reserves the right to approve of the deputy appointed to the position, his/her permanent replacement(s) and the deputy's work schedule so long as any decisions do not conflict with the deputy's Collective Bargaining Agreement with the County.

Nothing herein shall be construed, nor have the effect of in any way limiting the Sheriff's ability or authority to re-deploy deputy(s), as may be necessary and appropriate, in order to respond to unusual circumstances or need or emergency situations as determined by the Sheriff or his/her designee; provided, however, that the Sheriff shall periodically advise the Township as to standards utilized by the Sheriff for determining such unusual circumstances of need or emergency situations. Examples of unusual circumstances or emergency situations include but are not limited to: officer down, fleeing felon, back-up needed or escaped prisoner.

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7. REGULAR SHERIFFS OPERATIONS

The provisions of this contract shall be in addition to, and shall not replace the regular Muskegon County Sheriff's enforcement division, investigation services and other services as provided by the Muskegon County Sheriff's Office based on area population, number of complaints, accidents and other area needs.

8. VEHICLE COSTS

The Township shall pay vehicle and maintenance charges as part of an equipment rent revolving fund as determined by the County.

9. MAINTENANCE OF EFFORT

The parties agree for the duration of this agreement to undertake no act, which would have the purpose, or effect, of diminishing the level of service herein provided to the Township. Consistent therewith, the County, through the County Board and Sheriff, stipulate that a total of 18 enforcement deputies (consisting of 16 road deputies, plus 2 financed by Public Act 416) are currently assigned to law enforcement functions or primary traffic control functions, exclusive of Sergeants, Lieutenant's, and Captains and excluding deputies financed by townships under separate PINS agreements (These figures exclude the following: WEMET, Marine, Bailiff, Detectives. Nothing herein shall be construed as limiting authority of the County Board or Sheriff with regard to these specialized functions and assignments). The County, through the County Board and the Sheriff, agree that so long as this Agreement remains in force and effect, that the effect of same shall be to increase the total number of deputies customarily assigned to an enforcement duty from 18 to a number greater than 18.

Notwithstanding the foregoing, in the event the State of Michigan reduces the amount of Public Act 416 funding, that the County shall not be obliged to maintain the two current deputy positions funded by the grant from the State of Michigan for such purposes.

Finally, the parties agree that the County shall have an audit performed by a certified independent auditor in order to ensure that such Maintenance of Effort obligation is honored. The parties stipulate and agree that such audit may be made a part of the County's annual audit process.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the date set forth above.

COUNTY OF MUSKEGON

By: _____

Chairperson – Charles Nash
Muskegon County Board of Commissioners

By: _____

County Sheriff – Michael J. Poulin

LAKETON TOWNSHIP

By: _____

Township Supervisor – Kim Arter

By: _____

Township Clerk – Christina Achterhoff

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EXHIBIT "A"

General Functions and Responsibilities Laketon Township Partners In Neighborhood Safety (PINS) deputy.

Maintain order of citizen population within the borders of the Township and nearby areas in need of emergency response; assist in preventing disturbances, traffic enforcement, ordinance enforcement, public relations activities and performs related duties as required.

Knowledge of:

- Township objectives
- Community behaviors
- Board policies and procedures
- Local ordinances
- Experienced in safety and law enforcement procedures at a public venue

Ability to:

- Maintain positive relationships with the community
- Identify and evaluate any potential security and safety issues
- Work in conjunction with the township board and supervisor
- Work with other law enforcement staff within the Sheriff's Office and other departments.

Other:

- Supervises township properties such as the township hall, parks and community areas
- Monitors all public properties to prevent loitering, littering, or disturbances
- Assists in preventing smoking, graffiti, or damage to buildings
- Prepare written reports
- Enforcement of laws, ordinances and traffic codes
- Conduct regular public relations contacts with local residents and businesses
- Attend township board meetings
- Performs any other duties assigned

Personal Expectations:

- Complex Thinker
- Problem Solver
- Cooperative and collaborative worker
- Caring individual
- Self-directed achiever and flexible adaptor
- Effective Communicator
- Skilled and active learner
- Innovative quality producer
- Responsible and involved citizen

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EXHIBIT "B"

	1ST YEAR
TOWNSHIP 50%	56,938.00
COUNTY 50%	56,938.00
TOTAL	113,876.00

DRAFT