

## Village of Webberville

### Resolution 2016 - 07

#### **A REOLUTION TO APPROVE AN EXTENDED POLICE SERVICES AGREEMENT WITH THE INGHAM COUNTY SHERIFF'S DEPARTMENT COVERING THE PERIOD OF JULY 1, 2016 THROUGH DECEMBER 31, 2016.**

**WHEREAS**, the Village of Webberville and the Ingham County Sheriff's Office wish to extend the current agreement for law enforcement services; and

**WHEREAS**, the Village of Webberville, Ingham County Controller and the Ingham County Sheriff have negotiated an agreement which covers a three year period, beginning July 1, 2016 and ending December 31, 2019; and

**WHEREAS**, the Village of Webberville has contracted with Ingham County for police services through the Sheriff's Office since 1994; and

**WHEREAS**, the Village of Webberville wishes to continue their 80 hours of guaranteed service per week for the upcoming fiscal years (see the attached agreement).

**THEREFORE BE IT RESOLVED**, the Village of Webberville approves a three year contract extension of the contract with the Ingham County Sheriff's Office for a period covering July 1, 2016 through December 31, 2016 for the sum of:

- 7/1/2016 – 12/31/2016 \$130,000
- 1/1/2017 – 12/31/2017 \$266,133
- 1/1/2018 – 12/31/2018 \$272,474
- 1/1/2019 – 12/31/2019 \$278,946

Three year, six month total: \$947,553

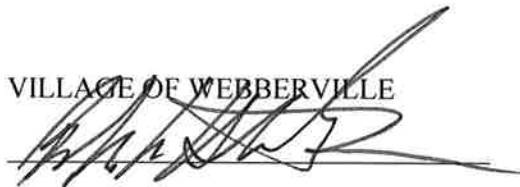
**BE IT FURTHER RESOLVED**, the Village of Webberville authorizes the Treasurer to make any necessary budget adjustments in the Village of Webberville 2016-2019 budgets.

BE IT FURTHER RESOLVED, THE Village of Webberville authorizes the Village President and the Village Clerk/Treasurer to sign all necessary documents consistent with this resolution.

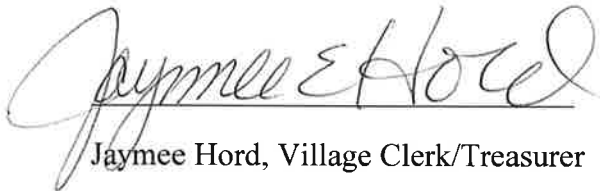
Motion by Ackerman, second by Lewis to approve Resolution 2016-07 A  
RESOLUTION TO APPROVE AN EXTENDED POLICE SERVICES AGREEMENT WITH THE INGHAM  
COUNTY SHERIFF'S DEPARTMENT COVERING THE PERIOD OF JULY 1, 2016 THROUGH  
DECEMBER 31, 2016. Ayes: Ackerman, Berger, Lewis, Oesterle, Hitchcock. Nays: none Absent:  
none. Motion carried.

Adopted at a regular meeting of the Village Council on May 10, 2016.

VILLAGE OF WEBBERVILLE

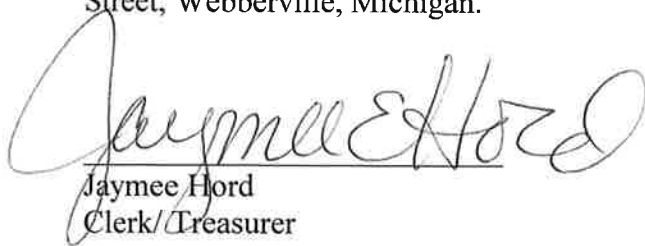


Brad Hitchcock, Village President



Jaymee Hord, Village Clerk/Treasurer

I certify that the foregoing constitutes a true and complete copy of Resolution No. 2016-07 adopted at a meeting held by the Webberville Village Council on May 10, 2016, at 115 S. Main Street, Webberville, Michigan.



Jaymee Hord  
Clerk/Treasurer

Introduced by the Law & Courts and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO APPROVE AN EXTENDED POLICE SERVICES AGREEMENT  
WITH THE VILLAGE OF WEBBERVILLE COVERING THE PERIOD OF  
JULY 1, 2016 THROUGH DECEMBER 31, 2016**

**RESOLUTION # 16 -**

WHEREAS, the Ingham County Sheriff's Office and the Village of Webberville wish to extend the current agreement for law enforcement services; and

WHEREAS, The Village of Webberville, Sheriff's Office and the Controller's Office have negotiated a draft agreement which covers a three year period, beginning July 1, 2016 and ending December 30, 2019; and

WHEREAS, the Village of Webberville has contracted with Ingham County for Police Services through the Sheriff's Office since 1994; and

WHEREAS, the Village of Webberville wishes to continue their 80 hours of guaranteed service per week for the upcoming fiscal years.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners approves a three year extension of the contract with the Village of Webberville for a period covering July 1, 2016 through December 31, 2019 for the sum of:

- 7/1/2016 – 12/31/2016      130,000
- 1/1/2017 – 12/31/2017      266,133
- 1/1/2018 – 12/31/2018      272,474
- 1/1/2019 – 12/31/2019      278,946

Three year, 6 month total      \$947,553

BE IT FURTHER RESOLVED, the Ingham County Board of Commissioners authorizes the Controller/Administrator to make any necessary budget adjustments in the Ingham County Sheriff's Office 2016 – 2019 Budgets.

BE IT FURTHER RESOLVED, the Ingham County Board of Commissioners authorizes the Board Chairperson and the Sheriff to sign all necessary contract documents consistent with this resolution upon review and approval as to form by the County Attorney.

COUNTY of INGHAM

State of Michigan

SHERIFF'S OFFICE



Gene L. Wriggelsworth

Sheriff

Allan C. Spyke  
Undersheriff

630 North Cedar Street  
Mason, MI 48854  
(517) 676-2431  
FAX (517) 676-8299

Greg S. Harless  
Chief Deputy

Sam Davis  
Major

Joel Maatman  
Major

**TO:** John Neilsen, Deputy Controller

**FROM:** Allan C. Spyke, Undersheriff

**DATE:** May 3, 2016

**RE:** Webberville Contract

Attached is a proposed resolution for an extension of the Law Enforcement Services Contract with the Village of Webberville. This contract will cover the time period beginning July 1, 2016 through December 31, 2019.

The Sheriff's Office has been providing police service to the Village of Webberville since 1994. Previous to that, the Village employed their own police department. The proposed contract calls for a continuation of the service presently provided by the Sheriff, which is 80 hours of police service per week. That service currently provides 7 days week coverage, with 10 hour shifts on 6 days and 2, 10 hour shifts on one day. An office is maintained in the Village of Webberville, identified as the Sheriff's Webberville Office and a Sheriff's fully marked patrol vehicle is permanently assigned to the Village.

There has been informal communication with governmental entities neighboring the Village of Webberville regarding sharing the cost of police services. As of this date, there have been no formal discussions between the Village and any of the surrounding Communities. However, the Village has always expressed a willingness to meet with those who may want to partner for service. The Village Council expressed an interest in a three and a half year contract, with the cost for each individual year. The Council acknowledges that they or the County have the ability to cancel the contract with 180 days notice.

COHL, STOKER & TOSKEY, P.C.  
ATTORNEYS AND COUNSELORS  
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GORDON J. LOVE

(517) 372-9000  
FAX (517) 372-1026

May 17, 2016

*Sent via Email*

John L. Neilsen, Chief Deputy Controller  
Ingham County Controller's Office  
Ingham County Courthouse  
P.O. Box 319  
Mason, MI 48854

Re: Agreement for Law Enforcement Services with Village of Webberville for Period of July 1, 2016 - December 31, 2019

Dear Mr. Neilsen:

Attached is an Agreement for law enforcement services to be entered into between the Sheriff, the County, and the Village of Webberville. Under this Agreement, the Sheriff will provide the Village with general law enforcement services, including but not limited to enforcement of the Village's ordinances, 80 hours per week. The term of the Agreement covers a period of July 1, 2016 through December 31, 2019. The compensation to be paid for the law enforcement services during the first six months of the Agreement (i.e. July 1, 2016 through December 31, 2016) is \$130,000.00, in calendar year 2017, \$266,133.00, in calendar year 2018, \$272,474.00, and in calendar year 2019, \$278,946.00.

It is my understanding that the attached Agreement is expected to be on the Board of Commissioners' agenda for its May 24<sup>th</sup> meeting. Attached is a copy of the Resolution provided to me by Undersheriff Allan Spyke which will be working its way through the Board's committee process.

If the attached Agreement is satisfactory and if/or when the Board of Commissioners authorize the attached Agreement, you may after printing off copies thereof, proceed to obtain the signatures necessary for their execution. While obtaining the necessary signatures, ensure that the parties signing insert the date in the spaces provided therefore on the signature pages. Please e-mail a fully signed copy of the attached Agreement to our office for our files.

If you have any questions with regard to the attached Agreement or if any changes are required, do not hesitate to contact me.

Very truly yours,

COHL, STOKER & TOSKEY, P.C.



Robert D. Townsend

RDT/nam

Enclosures

cc: Undersheriff Allan Spyke

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## AGREEMENT FOR LAW ENFORCEMENT SERVICES

**THIS AGREEMENT**, effective July 1, 2016, is made and entered into by and between the **SHERIFF OF INGHAM COUNTY, GENE L. WRIGGELSWORTH**, (hereinafter referred to as the "Sheriff"), the **COUNTY OF INGHAM** (hereinafter referred to as the "County"), and the **VILLAGE OF WEBBERVILLE** (hereinafter referred to as the "Village").

### **WITNESSETH:**

**WHEREAS**, the Village desires to secure certain law enforcement services from the Sheriff; and

**WHEREAS**, the County and the Sheriff agree that the Sheriff shall provide the Village with those law enforcement services as outlined below and as permitted by law.

**NOW, THEREFORE**, for and in consideration of the mutual covenants hereinafter contained, IT IS HEREBY AGREED, as follows:

I. **Services to be Provided by the Sheriff**. The Sheriff shall provide the Village with general law enforcement services including, but not limited to, the enforcement of Village's ordinances. These law enforcement services shall be performed in accordance with the following schedule:

- A. Eighty (80) hours per week coverage as follows:
  - 1. A ten (10) hour shift, six (6) days per week.
  - 2. Two (2) ten (10) hour shifts, one (1) day per week.
- B. These schedules may be modified as needed by assigned Deputy Sheriffs after consultation with Sheriff Command structure and the Village Law Enforcement Advocate. Such modifications will not violate any union contracts or hours of coverage provided in this Agreement.
- C. In the event the Deputy Sheriffs assigned to the Village are reassigned by the Sheriff to work detail outside the Village for non-emergency issues, and have not been replaced by another Deputy Sheriff, the Village shall be credited with compensatory time, which shall be used as mutually agreed upon by the Sheriff and the Village. The Village Clerk will be notified of all reassignments and the amount of hours taken from the Village.

II. **Cooperation and Enforcement of Village Ordinances**. The Sheriff shall cooperate with Village officials in the enforcement of Village ordinances. The Village shall be responsible for the prosecution and the legal costs required in these matters and shall provide the necessary prosecutorial support to adjudicate such cases.

III. **Equipment to be Provided by the County**. The County shall provide and maintain at its expense the motor vehicles to be used for police protection and patrol and any and all uniforms, weapons, insignia and general police equipment to be used by any Deputy Sheriffs assigned to duty in the Village.

IV. **Office and Garage Space**. The Village shall provide and maintain office and garage space to be utilized by Deputy Sheriffs assigned to the Village.

V. **Telephones**. If the County and the Village mutually agree, the Village shall maintain telephone service to be utilized by Deputy Sheriffs assigned to the Village. The Village shall provide monthly logs, with the cost of the telephone service to the County for credit towards the sum to be paid to the County under this Agreement.

VI. **Gasoline**. If the County and the Village mutually agree the Deputy Sheriffs assigned to the Village may utilize gasoline pumps owned by the Village to fuel their squad cars. If this option is used, the Village shall provide monthly logs with price and quantity information to the County for credit toward the sum to be paid the County under this Agreement.

VII. **Insurance**. The County shall provide insurance for the motor vehicle(s) used in the performance of the services described in the Section I of this Agreement, as well as the liability and workers' compensation insurance coverage for any Deputy Sheriffs assigned to duty in the Village. "Insurance", insofar as vehicles and Deputy Sheriffs are concerned, means the coverage provided by the County as of July 1, 2016. If such coverage is discontinued for any reason, the County shall notify the Village immediately.

VIII. **Compensation**. It is expressly understood and agreed that the Village shall pay the County for the services which it receives from Deputy Sheriffs under this Agreement as follows:

- A. The sum of ONE HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS (\$130,000.00) for the period covering July 1, 2016 through December 31, 2016.
- B. The sum of TWO HUNDRED SIXTY-SIX THOUSAND ONE HUNDRED THIRTY-THREE AND NO/100 DOLLARS (\$266,133.00) for the period covering January 1, 2017 through December 31, 2017.
- C. The sum of TWO HUNDRED SEVENTY-TWO THOUSAND FOUR HUNDRED SEVENTY-FOUR AND NO/100 DOLLARS (\$272,474.00)

for the period covering January 1, 2018 through December 31, 2018.

- D. The sum of TWO HUNDRED SEVENTY-EIGHT THOUSAND NINE HUNDRED FORTY-SIX AND NO/100 DOLLARS (\$278,946.00) for the period covering January 1, 2019 through December 31, 2019.

The sum due the County during the twelve (12) month period covered by this Agreement shall be paid in equal quarterly installments, due at the end of each quarter, with payments to be made by no later than the 15<sup>th</sup> day of the month following the end of a quarter. All payments shall be made payable to the COUNTY OF INGHAM and submitted to the Ingham County Controller's Office.

**IX. Reports.** At the specific written request of the Village, the Sheriff shall provide to the Village a report, but only as it relates to law enforcement services provided in accordance with this Agreement. The report shall include time out of the Village for: the Village, the County, Emergent Needs and Special Police Needs. For definitions of emergent needs and special police needs, see the Ingham County Mutual Aid Police Assistance Agreement.

**X. Status of Sheriff Deputies Assigned to the Village.** The Deputy Sheriffs assigned to the Village are and shall remain employees of the Sheriff and the County and shall be under the Sheriff's supervision, direction, and control.

**XI. Sheriff Responsible for Management.** The Sheriff shall be solely responsible for the management of the Deputy Sheriffs assigned to the Village under this Agreement. Management shall be construed to include, but not be limited to, determining priority of investigation; determining what constitutes a life threatening emergency; determining the specific personnel to be assigned to the Village; determining job duties and assignments; and determining the adequacy of motor vehicles deployed. The Sheriff will consult with the Village on routine or special matters as deemed appropriate.

**XII. Removal of Deputy Sheriffs for Emergencies.** The Sheriff reserves the right to remove any Deputy who is otherwise assigned to the Village for emergencies that might exist outside the Village.

**XIII. Nondiscrimination.** In carrying out the terms of this Agreement, the parties hereto shall adhere to all applicable Federal, State and local laws, regulations and policies prohibiting discrimination. The parties hereto, as required by law and/or policies of either the County or the Village shall not discriminate against persons to receive services under this Agreement or against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual orientation, gender identity, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status or political affiliation



or beliefs. Breach of this covenant shall be regarded as a material breach of this Agreement.

**XIV. Agreement Does Not Affect Collective Bargaining Agreements.** It is expressly understood and agreed by the parties hereto that the requirements of this Agreement shall not be construed as in any way affecting the collective bargaining agreement covering the Sheriff Deputies assigned to the Village under this Agreement including, but not limited to, the adding of provisions thereto or subtracting provisions therefrom.

**XV. Communication.** It is agreed to by the parties that prompt and timely resolution of issues and/or concerns is vital to the success of this Agreement. Therefore, the parties agree that the following steps will be utilized:

- A. The Law Enforcement Advocate from the Village Council will meet regularly with the supervisor of the Deputies assigned to the Village for purposes of resolving issues and/or concerns.
- B. The Citizens Advisory Committee of the Village will meet as needed, at the request of the chair of the Citizens Advisory Committee, or the Deputies, or the supervisor of the Deputies, for the purpose of communications and public feedback concerning activities of the officers assigned to the Village.
- C. If issues and/or concerns cannot be resolved in either of the above mentioned forums in a timely manner, then the Law Enforcement Advocate will meet with the Undersheriff to pursue resolution.

**XVI. Waivers.** No failure or delay on the part of any of the parties to this Agreement 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.

**XVII. Modification of Agreement.** Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.

**XVIII. Assignment or Subcontracting.** The parties to this Agreement may not assign, subcontract or otherwise transfer their duties and/or obligations under this Agreement.

**XIX. Non-Third Party Beneficiary Contract.** This Agreement is not intended to be a third party beneficiary contract and confers no rights on anyone other than the parties hereto.

**XX. Purpose of Section Titles.** The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

**XXI. Complete Agreement.** This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto and any prior agreements shall be null and void.

**XXII. Agreement Period and Termination.** This Agreement shall commence on the 1<sup>st</sup> day of July, 2016, and unless prematurely terminated by either party as authorized in this Agreement shall continue through the 31<sup>st</sup> day of December, 2019, at which time it shall terminate. The Sheriff's Office shall provide the Village Clerk the hourly rate for a potential contract beginning January 1, 2020, no later than August 30, 2019.

Notwithstanding any other provisions in this Agreement to the contrary, either the County or the Village may, with or without cause, terminate this Agreement at any time upon one hundred eighty (180) days prior written notice to the other party. In the event this Agreement is prematurely terminated, the Village shall pay the County, as set forth in Section VIII, the total sum due for services performed by the Deputy Sheriffs assigned to the Village up to the effective date of termination.

In the event this Agreement is terminated and the Village creates its own police department, it is expressly understood and agreed by the parties hereto that the Village shall give preferential consideration to the hiring of any Deputy Sheriffs which had been assigned to the Village under this Agreement who are discharged as a result of the termination of this Agreement.

**XXIII. Invalid Provisions.** If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. It shall be considered to be deleted and the remainder of this Agreement shall not be affected thereby. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was rendered invalid or unenforceable.

**XXIV. Certification of Authority to Sign Agreement.** The people signing on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AGREEMENT FOR LAW ENFORCEMENT SERVICES ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

COUNTY OF INGHAM

VILLAGE OF WEBBERVILLE

By: Kara Hope <sup>5-24-16</sup> Date  
Kara Hope, Chairperson  
County Board of Commissioners

By: Brad Hitchcock, Sr. <sup>05-18-16</sup> Date  
Brad Hitchcock, Sr.,  
Village President

By: Jaymee Hord Date  
Jaymee Hord, Village Clerk/  
Treasurer

INGHAM COUNTY SHERIFF

By: Gene L. Wriggelsworth <sup>5/18/16</sup> Date  
Gene L. Wriggelsworth, Sheriff

APPROVED AS TO FORM  
FOR COUNTY OF INGHAM  
COHL, STOKER & TOSKEY, P.C.

By: Robert D. Townsend  
Robert D. Townsend

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