

Resolution 2016 -08

A RESOLUTION ENTERING INTO A 3.5 YEAR AGREEMENT WITH THE INGHAM COUNTY SHERIFF'S DEPARTMENT.

This agreement, effective July 1, 2016, is made and entered into by and between the Sheriff of Ingham County, Gene Wrigglesworth (hereinafter referred to 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 the 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 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 the Sheriff Command structure and the Village Council. 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the Village are reassigned by the Sheriff to work detail outside of the Village for non – emergency issues and have not been replaced by another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 with reassignments and the amount of hours taken from the Village.

II. Cooperation and Enforcement of Village Ordinances. The Sheriff shall cooperate with the Village Officials in the enforcement of the Village ordinances. The Village shall be responsible for the prosecution and 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 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 the 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 Sheriff's assigned to the Village. The Village shall provide monthly logs, with the cost of the telephone service to the County for credit toward 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 the gas 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 to the County under this agreement.

VII. Insurance. The County shall provide insurance for motor vehicle (s) used in the performance of the service described in the Section I of this Agreement, as well as the liability and worker's 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 will 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. (\$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. (\$272,474.00) for the period covering January 1, 2018.
- D. The sum of TWO HUNDRED SEVENTY EIGHT THOUSAND NINE HUNDRED FORTY SIX AND NO/100. (\$278,946.00) for the period covering January 1, 2019 through December 31, 2019.

The sum due the County during the 12 (12) month period covered by the Agreement shall be paid in equal quarterly installments, due at the end of each quarter, with the payments to be made no later than the 15th day of the month following the end of a quarter. All payments shall be made payable to 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