

**AGREEMENT
FOR SHERIFF'S SERVICES
BETWEEN GEORGETOWN TOWNSHIP
AND THE COUNTY OF OTTAWA**

This Agreement is made this ____ day of _____, 2019, between Georgetown Township ("Township"), by and through its Board of Trustees, and the County of Ottawa County, by and through its Board of Commissioners and its elected Sheriff (collectively, the "County"). The Agreement facilitates the delivery of additional Sheriff's Services from the County to the Township:

A. Pursuant to the authority granted in the MCL 41.181; MSA 5.45(1), a township may contract with the county and county sheriff to provide special police protection within the townships and to enforce local ordinances.

B. In addition to the County-funded police protection already being provided to the Township by the County through the general services of the Sheriff's Office, the Township wishes to contract for certain additional police services on the terms and conditions set forth herein.

It is agreed as follows:

1. DUTIES OF THE COUNTY

The County, through the Sheriff's Office ("Sheriff"), agrees to provide the community policing officers ("CPO's"), and/or paramedics ("EMT's") and/or school resource officers ("SRO's") to the Township and School District (collectively, the "Township Deputies"), all as further described in Exhibit A as full-time equivalents ("FTE's") or fractions thereof. The Township Deputies will at all times be staffed by Sheriff's deputies who are MCOLES certified and are qualified and trained in

accordance with all requirements of Michigan law for police officers, can be lawfully employed under Michigan law as full-time police officers, and are deputized as deputy county sheriffs. At all times, these officers and staff will be under the supervision and control of the Sheriff and Sheriff's Office.

The Township Deputies will be County employees and the County shall pay all wages, salaries, fringe benefits, workers' compensation insurance, unemployment compensation, tax and social security withholdings, uniforms for personnel, and costs of vehicles and other equipment within the guidelines and policies of the County and the Sheriff's Office.

It is understood that one of the Township Deputies assigned, or sergeant, will present a monthly activity report to the Township Board as requested, and that the Township Board will have regular opportunities to request policing activity through the Sheriff's Office chain of command. The deputies assigned will have the responsibility of enforcement of all ordinances of the Township under the direction of the Township Board, through the Sheriff's Office chain of command. In addition to being considered "Township Deputies," the SRO's shall be considered "School Deputies" and as such will give regular reports to the School District's executive staff and principals regarding school safety issues and concerns.

The primary day-to-day responsibilities of the SRO's will be in the School District and its facilities and operations, although as Township Deputies and as Ottawa County Sheriff Deputies they will also be available for responsibilities to other deputies serving the Township and County.

Any vehicles used by the Township Deputies will have traditional Sheriff's Office markings as well as additional markings identifying it as a Township Sheriff's vehicle. The Township shall be responsible for the cost of all equipment as well as the regular and special maintenance and repairs on the vehicles used by the Townships Deputies, again as detailed in Exhibit A. When the Township Deputies' vehicles are being repaired or replaced, the County and the Sheriff's Office will provide other vehicles for the Township's deputies to use. It is understood that the vehicles used by the Township Deputies will remain with the Deputies, to be used only by the Township deputies, although they remain available for response to emergency calls outside the Township.

2. DUTIES OF THE TOWNSHIP

In whole or in part as shared with other local units or school districts as detailed in Exhibit A, the Township's responsibilities are to pay the County's compensation for the services and equipment provided hereunder as specified in Paragraph 3, below.

3. BUDGET

At the beginning of this Agreement and annually thereafter, the County shall provide a projected cost of providing the service for the contract year within the guidelines of the County's total budget in accordance with the Governmental Accounting Standards Board (GASB) Statements. The parties acknowledge that the costs set forth in the County's projections are only estimates. The County reserves the right to modify the estimates to reflect unusual changes in cost, and the Township agrees to modify its payments after notification of the County's changes. The County will attempt to keep billings as close to original projections as is practicable given the

overall Sheriff's Office budget, the County's staffing policies and activities, and cost demands. The parties may agree to adjustments in the number of FTE's or partial FTE's subject to this Agreement at any time by modifying Exhibit A. Approval of such changes may occur administratively, as long as the legislative bodies of each party are advised in writing.

4. LIABILITY INSURANCE

The County shall provide and carry all liability insurance to cover the services provided by the Township Deputies, including any vehicles for the protection of the Township and the County. The County shall hold the Township and the Township Board harmless of all liability or obligation which might arise out of the Township Deputies or their operation of the Township vehicles, provided, however, this indemnification shall not apply to the extent such liability or obligation is imposed because a Township ordinance is unconstitutional or otherwise legally defective. The Township and the Township Board shall be listed as an additional insured on any such policy of insurance or through a certificate issued by the Ottawa County, Michigan, Insurance Authority, if the County obtains insurance through that Authority. The County shall provide a thirty (30) day notice of termination of liability insurance to the Township, and the County will provide proof of insurance and certified copies of the insurance policies or Memorandum of Coverage to the Township upon request.

5. REIMBURSEMENT TO THE COUNTY

The County will bill the Township on a monthly basis, and the Township will pay the County within thirty (30) days following its receipt of the invoice.

6. OWNERSHIP AND TITLE OF THE VEHICLE AND EQUIPMENT

Ownership and title of the vehicles, equipment and supplies as used or held by the unit, shall be in the name of the County during the term of this Agreement.

7. OVERHEAD EXPENSES

Unless there is a management position within the Township Deputies, the Township shall not be required to pay any costs for county-funded general road patrol supervision of the unit or unit personnel when they do not have Township funded supervision on duty, which shall be paid by the County.

8. OPERATIONAL CONTROL

Subject to compliance with the provisions of this Agreement, the Sheriff's Office shall have the sole and absolute control over the supervision, operation and conduct of the Township Deputies, and any complaint or request regarding individual personnel matters should be forwarded by the Township to the Sheriff's Office command.

9. TERMINATION OF THIS AGREEMENT

This Agreement shall run indefinitely, provided that either party shall have the right to notify the other party of its intent to terminate this Agreement upon at least one hundred and twenty (120) days advance written notice. The Township shall pay the prorated expenses of the Township Deputies, vehicles and equipment through the effective date of termination.

10. LIAISON

The Office shall report in writing to the Township monthly and annually with respect to activities of the unit. In addition, the deputy designated by the Sheriff to be in charge of the unit shall meet with the Township at such Board meetings and at other reasonable times as requested by the Township to discuss the activities of the unit,

problems which have arisen in its operation, and other matters the Township deems relevant with respect to the operation of the unit and this Agreement.

11. INSPECTION OF THE BOOKS

The Township or its designated agents, accountants or attorneys shall have the right, on reasonable notice to the County and Sheriff's Office, to inspect the books and records of the County and the Sheriff's Office with respect to the operation of the unit and all financial matters included within this Agreement.

12. REGULAR DEPARTMENT OPERATIONS

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

IN WITNESS WHEREOF, the County of Ottawa has caused this Agreement to be executed by its Chairperson, the County Clerk and the Sheriff and Georgetown Township has caused this Agreement to be executed by its Supervisor and Clerk.

GEORGETOWN TOWNSHIP

COUNTY OF OTTAWA

By: _____
Jim Wierenga, Township Supervisor

By: _____
Gregory J. De Jong, Chairperson
Board of Commissioners

By: _____
Richard VanderKlok, Township Clerk

By: _____
Justin F. Roebuck, County Clerk

By: _____
Steven Kempker, Sheriff

