

MUSKEGON COUNTY BOARD OF COMMISSIONERS  
MUSKEGON COUNTY, MICHIGAN

AGENDA

**ADDENDUM**

**COURTS/PUBLIC SAFETY COMMITTEE**

Hall of Justice  
990 Terrace Street  
February 7, 2012 - 3:30 PM

I. John Snider, II, Chair  
Anthony Longmire, Vice-Chair

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5. Items for Consideration

- CPS12/02 - 10 (Administration) Authorize Administration to Coordinate a Request for Proposal for Consulting Services to Conduct a Feasibility Study on Other Properties in the County for the New Muskegon County Jail**
- CPS12/02 - 11 (Sheriff's Office) Approve Agreement for the Partnership in Neighborhood Safety Program between the Townships of Laketon, Fruitland, Whitehall and Muskegon County Sheriff and Board of Commissioners and Authorize Board Chair and Sheriff to Sign Contingent Upon Approval by Laketon, Fruitland and Whitehall Township Boards**

6. Old Business

7. New Business

8. Public Comment (on a new topic)

9. Adjournment



# REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE      Courts and Public Safety	BUDGETED      NON-BUDGETED      PARTIALLY BUDGETED X
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REQUESTING DEPARTMENT    Sheriff	COMMITTEE DATE    2/7/12	REQUESTOR SIGNATURE    Dean Roesler
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**SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)**

The current Partnership in Neighborhood Safety (PINS) Program Agreement expires on March 31, 2012. After having discussions with the township supervisors from the participating townships of Laketon, Fruitland and Whitehall and the County Administrator, all parties were in agreement to extend the contract for the period of April 1, 2012 through March 31, 2013 with the option of two one-year term extensions upon written mutual consent. The current Agreement is based on each township paying one-half of the cost of the Deputy assigned to their township, in addition to operating expenses, and the County paying the other half. The total program cost for the next contract period is \$223,248 with the townships paying \$111,624 and the County paying \$111,624. Included in the annual budget is funding for the replacement of the two PINS vehicles at a cost of \$26,795 each. The replacement of the two PINS vehicles was included in the recent request for bids recently issued by the Purchasing Department on behalf of the Sheriff. The Equipment Rent Revolving fund would be used to purchase both vehicles and would charge back to the PINS budget the amount of \$14,305 annually for a four-year period.

Approval of the Agreement is contingent upon Laketon, Fruitland and Whitehall Townships approving the Agreement at their next scheduled Board meeting.

**SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)**

I move to approve Agreement for the Partnership in Neighborhood Safety Program for the period of April 1, 2012 through March 31, 2013 between the Townships of Laketon, Fruitland and Whitehall, the Muskegon County Sheriff and the Board of Commissioners which includes the purchase of two Ford Police Interceptor vehicles, with the County's share of the cost being \$111,624 or 50%, and authorize the Board Chair and the Sheriff to sign the document, contingent upon the approval of the Agreement by the Laketon, Fruitland and Whitehall Township Boards.

**ADMINISTRATIVE ANALYSIS (AS APPLICABLE)**

<u>HUMAN RESOURCES ANALYSIS:</u>	<u>FINANCE &amp; MANAGEMENT ANALYSIS:</u>
<u>CORPORATE COUNSEL ANALYSIS:</u>  Concur T. Williams	<u>ADMINISTRATOR RECOMMENDATION:</u>  <i>approval</i> <i>BAA</i>

AGENDA DATE:    2/7/12	AGENDA NO.:    CPS12/02-11	BOARD DATE:    2/14/12	PAGE NO.
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**INTERGOVERNMENTAL AGREEMENT FOR PARTNERSHIP IN  
NEIGHBORHOOD SAFETY**

This Agreement is entered into by and between the **County of Muskegon**, acting by and through its County Board of Commission and its Sheriff, hereinafter referred to individually as County Board or Sheriff, or where appropriate, collectively as County, and the **Townships of Fruitland, Laketon, and Whitehall**, hereinafter collectively referred to as Initial Participating Townships or by individual name as may be appropriate.

Recitals

A. Since 2000, the parties have entered into an intergovernmental agreement providing for the cooperative support of additional police presence in accordance with a per capita funding formula. The initial five-year agreement covered the period of April 1, 2000 through March 31, 2005.

B. The parties are desirous of continuing the agreement for another one-year period, that period being April 1, 2012 through March 31, 2013, with the option, upon mutual written consent, to extend this agreement for up to two one-year terms with changes to the funding formula.

Agreements

1. Basic Agreement. Initial Participating Townships agree to annually appropriate and pay County, in accordance with the formula hereinafter set forth, in order to assist the County in the financing of two additional road patrol positions which will be primarily utilized for providing enhanced road patrol protection to the Initial Participating Townships. In consideration of such payment, County agrees to appropriate such funds as may be additionally required in order to fully finance the addition of such positions and Sheriff, upon hiring such additional officers, agrees to make additional road patrol assignments according to the following schedules:

(1) One deputy to Laketon Township

Week 1 Laketon Township:

Week 2 Laketon Township:

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Sunday:	off	Sunday:	12 PM – 8 PM;
Monday:	12 PM – 12 AM;	Monday:	off
Tuesday:	12 PM – 12 AM;	Tuesday:	off
Wednesday:	off	Wednesday:	12 PM – 12 AM
Thursday:	off	Thursday:	12 PM – 12 AM
Friday:	12 PM – 12 AM;	Friday:	off
Saturday:	12 PM – 12 AM;	Saturday:	off

(2) One deputy shared to Fruitland and Whitehall Townships

<u>Week 1 Fruitland and Whitehall:</u>		<u>Week 2 Fruitland and Whitehall</u>	
Sunday:	12 PM – 8 PM;	Sunday:	off
Monday:	off	Monday:	12 PM – 12 AM;
Tuesday:	off	Tuesday:	12 PM – 12 AM;
Wednesday:	12 PM – 12 AM;	Wednesday:	off
Thursday:	12 PM – 12 AM;	Thursday:	off
Friday:	off	Friday:	12 PM – 12 AM;
Saturday:	off	Saturday:	12 PM – 12 AM

[Both schedules total 80 hours for each two week period.]

2. Financial Formula and Participation. The County and Initial Participating Townships have agreed that an appropriate formula for participation in the PINS program will provide for payment by participating townships equivalent to fifty (50%) percent of actual total costs for the coverage described in the alternating weekly schedules described in Section 1 for their deputy (see Exhibit I). This contract is based on the current deputy assigned to each Township. If that deputy changes at any time during this contract, then the dollar amount charged to that Township will be adjusted accordingly; either higher or lower.

If any or all of the Townships desire more coverage than described in the alternating weekly schedules described in Section 1, that Township or those Townships shall pay one hundred percent (100%) of the

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additional costs. Those additional costs shall be defined as overtime pay (time and one half) at the rate of pay

for the officer assigned plus the following fringe benefits:

	<u>Currently at</u>
Social Security	7.65%
Life Insurance	.18%
Retirement	20.17%
Retirees' Benefits	10.1%
Unemployment Ins.	0%
Worker's Compensation	2.68%

These fringe benefit rates are those currently in effect. These rates are subject to change as new actuarial reports are received and/or changes in insurance rates occur.

The overtime plus fringe pay rate for a PINS deputy currently ranges from a low of \$40.11/hour to a high of \$79.09/hour. In addition to costs for overtime pay and fringe benefits, there shall be a vehicle charge of \$6.60 per hour, (gas, oil, filters, etc. at \$11,147, vehicle repair at \$2,000 and equipment rent revolving at \$14,305 = \$27,452 (divided by 4,160 total annual hours: 2080 total shift hours x 2 deputies).

Notwithstanding the foregoing, the parties agree, subject to Sheriff express approval, that any Initial Participating Township may elect to receive funds from a non-participating township to offset the Initial Participating Township 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, 2012, Initial Participating Townships agree to appropriate and pay County quarterly on or before April 30, July 31, October 31, 2012, and January 31, 2013, a sum of money as outlined below for the period April 1, 2012 through March 31, 2013. Such formula is set forth in tabular amounts as follows:

<u>TOWNSHIP</u>	<u>ANNUAL COST</u>	<u>QUARTERLY</u>
Fruitland	\$40,262.00	\$10,065.50
Laketon	\$58,648.00	\$14,662.00

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Whitehall	<u>\$12,714.00</u>	<u>\$3,178.50</u>
	\$111,624.00	\$27,906.00

For all Initial Participating Townships, the total amount of One Hundred Eleven Thousand Six Hundred Twenty-Four Dollars (\$111,624.00) shall be utilized by the County for road patrol enhancement as herein provided for and for no other purpose. At the close of the Township's fiscal year, actual costs will be reconciled to estimated costs and Townships will be billed for any actual costs exceeding estimated costs and likewise, Townships will be credited for estimated costs (payments) exceeding actual costs.

The Townships will be notified at least semi-annually, or more often if circumstances warrant, if current projected costs are still on target or if costs are projected to be higher or lower. The projection will come from the Finance and Management Services/Budget Office and will include an explanation of the change.

The parties acknowledge that the County will match Township contributions dollar for dollar in order to fully fund employment of the two (2) additional officers and County agrees to appropriate and pay such additional amounts.

3. Assignment of Deputies. Deputies financed for employment under this agreement shall be solely under the control and supervision of the Sheriff. Consequently, such deputies shall be bound by the same policies and procedures which shall from time to time be promulgated by County and/or Sheriff, as may be appropriate, as well as applicable collective bargaining agreement.

Provided, however, that nothing herein shall be construed, nor have the effect of in any way limiting the Sheriff's ability or authority to re-deploy officers, as may be necessary and appropriate, in order to respond to unusual circumstances of need or emergency situations as determined by Sheriff; provided, however, that the Sheriff shall periodically advise Participating Townships as to standards utilized by the Sheriff for determining such unusual circumstances of need or emergency situations. For example, officer down, fleeing felon, back-up needed, or escaped prisoner.

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If an officer is off due to sick leave or duty related injury in excess of three (3) days, the Sheriff, at his discretion, shall have the option of filling this position with another Deputy or to reimburse the Township the cost of the officer for those days not covered. If an officer is off on vacation or training, the Township will pay its share of the cost.

4. 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 Townships. Consistent therewith, the County, through County Board and Sheriff, stipulate that a total of 19 deputies, are currently financed by County exclusive of Sergeants, Lieutenants, and Captains and excluding deputies financed by townships under separate agreements [i.e. One financed by the Muskegon County Wastewater Management System]. Of that number, a total of 18 road patrol deputies (consisting of 16 road patrol deputies plus 2 financed by secondary road patrol) are currently assigned to road patrol or primary road patrol functions.<sup>1</sup> The County, through County Board and 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 road patrol duty from 18 to 20.

Provided, however, that notwithstanding the foregoing, in the event the State of Michigan reduces amount of Secondary Road Patrol funding, that County shall not be obliged to maintain the two current deputy positions funded by grant from the State of Michigan for such purpose.

Finally, the parties agree that the County shall have an audit performed by a certified independent auditor in order to insure 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.

5. Term and Effect of Agreement. This agreement shall continue, subject to budgetary approval by County and all Initial Participating Townships, from its date of commencement of April 1, 2011, through March 31, 2012, that Initial Participating Townships and County shall provide financing as above provided. Thereafter, renewal shall require approval of all Initial Participating Townships as well as County, through its

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<sup>1</sup>This figure excludes the following deputy assignments: 1 WEMET, 1 Marine, 8 Bailiffs, 3 Detectives. Nothing herein shall be construed as limiting authority of Board or Sheriff with regard to these "non-road patrol" functions and assignments.

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Board and Sheriff. In the event the agreement is not renewed, then the parties acknowledge that County Board, in its discretion, may elect to eliminate positions so as to relieve both itself and Initial Participating Townships of further financial responsibility with respect to the program.

Provided, however, that any Initial Participating Township, or the County, may, due to circumstances of acute financial distress, elect to withdraw from such agreement. Notification of same must be provided to all parties in writing ninety (90) days prior to effective date of withdrawal. In the event, County Board, and/or any Initial Participating Township, elects to withdraw from this agreement, County Board may make budgetary adjustments, subject to Collective Bargaining Agreements, to effect necessary and appropriate lay-offs.

Provided, however, that execution of this agreement shall be required by County, through Board and Sheriff, and by all Initial Participating Townships in order for this agreement to be given force and effect.

6. Indemnity and Insurance. The County agrees to indemnify, and hold Townships harmless, as against liability, or claims, which may arise out of, or be filed as a consequence of actions taken by deputies hired pursuant to this agreement. In addition, County shall request its insurance carrier to name Townships as additional insured under its comprehensive general liability and shall maintain such endorsements throughout the terms of this contract.

IN WITNESS WHEREOF, the parties hereto, by and through their respective authorized representatives, have executed this agreement as of the dates hereinafter set forth.

COUNTY OF MUSKEGON

Date: \_\_\_\_\_

By \_\_\_\_\_  
Kenneth Mahoney, Chair  
County Board of Commission

MUSKEGON COUNTY SHERIFF

Date: \_\_\_\_\_

By \_\_\_\_\_  
Dean Roesler, Sheriff

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FRUITLAND TOWNSHIP

Date: \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

LAKETON TOWNSHIP

Date: \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

WHITEHALL TOWNSHIP

Date: \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_