



BOARD OF COMMISSIONERS

1 S. Main St., 9th Floor
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www.macombBOC.com

JUSTICE AND PUBLIC SAFETY COMMITTEE

TUESDAY, MAY 7, 2013

FINAL AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Adoption of Agenda
4. Approval of Minutes dated March 12 and 20 (special), 2013 **(previously distributed)**
5. Public Participation (five minutes maximum per speaker, or longer at the discretion of the Chairperson related only to issues contained on the agenda)
6. Discussion on Macomb County Sheriff Patrol Contracts with Local Communities
7. New Business
8. Public Participation (five minutes maximum per speaker or longer at the discretion of the Chairperson)
9. Adjournment

MEMBERS: Vosburg-Chair, Smith-Vice-Chair, Boyle, Brown, Sabatini, Sauger, Tocco and Flynn (ex-officio)

MACOMB COUNTY BOARD OF COMMISSIONERS

David J. Flynn – Board Chair
District 4

Kathy Tocco – Vice Chair
District 11

Mike Boyle – Sergeant-At-Arms
District 10

Toni Mocerì – District 1
Don Brown – District 7

Marvin Sauger – District 2
Kathy Vosburg – District 8

Veronica Klinefelt – District 3
Fred Miller – District 9

Robert Mijac - District 5
Bob Smith – District 12

James Carabelli – District 6
Joe Sabatini – District 13

ANTHONY M. WICKERSHAM

OFFICE OF THE SHERIFF

KENT B. LAGERQUIST
UNDERSHERIFF

December 13, 2012

Supervisor Daniel O'Leary
Washington Township Offices
57900 Van Dyke, P.O. Box 94067
Washington Twp, MI 48094

Supervisor O'Leary,

In order to more accurately reflect the costs of the Law Enforcement Services contract and go along with the general consensus of which was the best way to do so, it was reconsidered by Finance and paragraph six (6) of the contract amended. Only one line was changed and it does not change any of the actual costs.

SUMMARY:

Instead of averaging the entire 3 year cost across 36 months, each year's cost will be averaged over the 12 months of that year. i.e. 2013 cost will be divided into 12 monthly installments. The cost for 2014 will be done the same way, etc.

Please contact me if there are any questions or concerns.

Respectfully,



Captain John Roberts
Chief of Staff
Macomb County Sheriff's Office
586-307-9339

AGREEMENT FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT, MADE AND ENTERED INTO THIS ____ day of _____, 2012, by and between the County of Macomb through its Board of Commissioners, and the Macomb County Sheriff, hereinafter referred to as "**COUNTY**", and the Township of Washington; hereinafter referred to as "**TOWNSHIP**".

WITNESSETH:

WHEREAS, the **TOWNSHIP** is desirous of contracting with the **COUNTY** to provide adequate Law Enforcement Patrol Services to its residents, and

WHEREAS, the Macomb County Sheriff Department is willing to provide said Law Enforcement Patrol Services to the **TOWNSHIP**; and

WHEREAS, the **COUNTY** is agreeable to rendering such services on the terms and conditions as hereinafter set forth:

1. The **COUNTY** agrees to provide police protection, in addition to that presently required by statute, within the corporate limits of the **TOWNSHIP**. Said protection to consist of the enforcement of State statutes and **TOWNSHIP** ordinances, including the writing of tickets therefore; however, where local ordinances overlap with State statute or law, violations will be issued under the local ordinance. It is agreed that in all instances where special supplies, such as stationary, notices, forms, appearance tickets and the like, need to be executed in the name of the **TOWNSHIP**, they shall be supplied by the **TOWNSHIP** at its own cost and expense. The **COUNTY** agrees to hold the **TOWNSHIP** harmless and defend it against any suit, claim, cause of action, etc., as the result of any act and/or omission to act, on the part of the **COUNTY** or its patrol officer employees (deputy sheriffs), and/or agents while such patrol officer employees and/or agents are under the control of the Macomb County Sheriff or his designated representative. However, the **COUNTY** shall not be required to hold the **TOWNSHIP** harmless and defend it against any suit, claim, cause of action, etc., that arises from the performance hereunder by employees and/or agents of the **COUNTY** if the claim is founded upon an allegation that an ordinance of the **TOWNSHIP** is legally defective.
2. The standards of performance, the discipline of patrol officer(s) and other matters incident to the performance of such services and the control of the patrol officers so assigned to provide said service shall remain with the Macomb County Sheriff.
3. Each of the parties hereby covenants and agrees it shall not make any claim or bring any suit against the other party except for breach of specific terms and conditions of this agreement and for no other reason or purpose.
4. The **TOWNSHIP** shall not be required to assume liability for the direct payment of salaries, wages or other compensation to the **COUNTY** for any **COUNTY** personnel performing the services set forth in this document except as herein otherwise specified.
5. The law enforcement services to be provided by the **COUNTY** shall consist of furnishing personnel as outlined on Schedule A as well as patrol vehicles required to provide such services. Shifts shall begin and end according to times established by the Macomb County Sheriff's Department.

6. This agreement shall be effective for the period **January 1, 2013** through **December 31, 2015**, subject to being renewed at the rates to be established by the **COUNTY**. The **TOWNSHIP** agrees to pay on an annual basis the amounts indicated on Schedule A of this agreement for each year of this contract. Said payment shall be made in monthly increments due at the end of each month that services are rendered. Fractional months of service will be prorated on a workday basis for the month involved. The **TOWNSHIP**, in order to exercise the right of renewal, shall give notice of its intention to renew said agreement, in writing, to the **COUNTY** at least sixty days prior to the expiration date. Said notice is to be sent to the Macomb County Sheriff and the County Executive.
7. A representative of the Sheriff shall, upon request, attend a portion of Washington Township Board meetings to respond to any inquiries.
8. Either party may terminate this agreement by giving written notice to the other party of its intention of termination and specifying the effective date thereof, at least ninety days prior to the effective date of such termination.
9. If the **TOWNSHIP** terminates this agreement to form its own police agency for the purpose of providing its own law enforcement, it shall give due consideration of any Macomb County Sheriff Deputies who are laid off as a result of termination of said agreement for said purpose, but is not obligated to hire said deputies.
10. It is understood and agreed between the parties that any increases in wages, fringe benefits or other costs as a result of collective bargaining or binding arbitration between the **COUNTY** and its unions shall be recognized and paid accordingly by the **TOWNSHIP**. Any decreases will be credited to the **TOWNSHIP**.
11. The service herein provided shall be limited to the corporate limits of the Township of Washington.
12. The **TOWNSHIP** shall provide reasonable and adequate space (sub-station facility) within the Township to accommodate the space requirements (as mutually determined by the **TOWNSHIP** and the **COUNTY**) of said deputies and equipment assigned to the Township.

ATTEST:

MACOMB COUNTY, MICHIGAN:

 Mark A. Hackel
 County Executive

 Anthony Wickersham
 Sheriff

ATTEST:

TOWNSHIP OF Washington:

 Daniel F. O'Leary
 Supervisor

**Lenox Township Patrol Contract
Attachment A
January 1, 2013 through December 31, 2015**

Position	Lenox Township							
	2013		2014		2015		3 Year	3 Year
	Per Position	Total	Per Position	Total	Per Position	Total	Total	Average
Deputy (4.2)								
Wages and benefits	\$ 109,770	\$ 461,034	\$ 111,436	\$ 468,031	\$ 113,235	\$ 475,587	\$ 1,404,652	\$ 468,217
Overhead and ancillary services	17,836	74,911	18,106	76,045	18,399	77,276	228,232	76,077
Vehicles	10,747	45,137	10,962	46,040	11,181	46,960	138,137	46,046
	<u>\$ 138,353</u>	<u>\$ 581,082</u>	<u>\$ 140,504</u>	<u>\$ 590,116</u>	<u>\$ 142,815</u>	<u>\$ 599,823</u>	<u>\$ 1,771,021</u>	<u>\$ 590,340</u>

**Macomb Township Patrol Contract
Attachment A
January 1, 2013 through December 31, 2015**

Macomb Township

Position	Number	2013		2014		2015		3 Year	3 Year
		Per Position	Total	Per Position	Total	Per Position	Total	Total	Average
Deputy (20)									
Wages and benefits	20.0	\$ 109,770	\$ 2,195,400	\$ 111,436	\$ 2,228,720	\$ 113,235	\$ 2,264,700	\$ 6,688,820	\$ 2,229,607
Overhead and ancillary services	20.0	17,836	356,720	18,106	362,120	18,399	367,980	1,086,820	362,273
Vehicles	20.0	10,747	214,940	10,962	219,240	11,181	223,620	657,800	219,267
Subtotal - Deputy		138,353	2,767,060	140,504	2,810,080	142,815	2,856,300	8,433,440	2,811,147
Lieutenant (1)									
Wages and benefits	1.0	143,288	143,288	144,972	144,972	146,790	146,790	435,050	145,017
Overhead and ancillary services	1.0	23,248	23,248	23,523	23,523	23,819	23,819	70,590	23,530
Vehicles	1.0	10,747	10,747	10,962	10,962	11,181	11,181	32,890	10,963
Subtotal - Lieutenant		177,283	177,283	179,457	179,457	181,790	181,790	538,530	179,510
Sergeant-1 (1)									
Wages and benefits	1.0	122,656	122,656	124,322	124,322	121,121	121,121	368,099	122,700
Overhead and ancillary services	1.0	19,916	19,916	20,187	20,187	20,480	20,480	60,583	20,194
Vehicles	1.0	10,747	10,747	10,962	10,962	11,181	11,181	32,890	10,963
Subtotal - Sergeant-1		153,319	153,319	155,471	155,471	152,782	152,782	461,572	153,857
Dispatcher (1)									
Wages and benefits	1.0	83,746	83,746	85,412	85,412	\$ 87,211	87,211	256,369	85,456
Overhead and ancillary services	1.0	13,525	13,525	13,795	13,795	14,085	14,085	41,405	13,802
Subtotal - Dispatcher		97,271	97,271	99,207	99,207	101,296	101,296	297,774	99,258
Grand Total		\$ 566,226	\$ 3,194,933	\$ 574,639	\$ 3,244,215	\$ 578,683	\$ 3,292,168	\$ 9,731,316	\$ 3,243,772

**Washington Township Patrol Contract
Attachment A
January 1, 2013 through December 31, 2015**

Washington Township									
Position	Number	2013		2014		2015		3 Year	3 Year
		Per Position	Total	Per Position	Total	Per Position	Total	Total	Average
Deputy (7)									
Wages and benefits	7.0	\$ 109,770	768,390	\$ 111,436	780,052	\$ 113,235	792,645	\$ 2,341,087	\$ 780,362
Indirect costs and ancillary services	7.0	17,836	124,852	18,106	126,742	18,399	128,793	380,387	126,796
Vehicles	7.0	10,747	75,229	10,962	76,734	11,181	78,267	230,230	76,743
		<u>\$ 138,353</u>	<u>\$ 968,471</u>	<u>\$ 140,504</u>	<u>\$ 983,528</u>	<u>\$ 142,815</u>	<u>\$ 999,705</u>	<u>\$ 2,951,704</u>	<u>\$ 983,901</u>