AGREEMENT FOR ENFORCEMENT SERVICES
BETWEEN THE COUNTY OF GENESEE, THE OFFICE OF
THE GENESEE COUNTY SHERIFF, AND THE CHARTER TOWNSHIP OF VIENNA

This Agreement for Enforcement Services (this "Agreement") is by and between the **COUNTY OF GENESEE,** a Michigan municipal Corporation, 324 S. Saginaw Street, Flint, Michigan 48502 (the "County"), through the **OFFICE OF THE GENESEE COUNTY SHERIFF,** 1002 South Saginaw Street, Flint, Michigan 48502 (the "Sheriff"), and the **CHARTER TOWNSHIP OF VIENNA,** acting through its Board of Trustees, 3400 West Vienna Road, Clio, Michigan 48420 (the "Township").

WHEREAS, the Township has called upon the Sheriff to provide police protection for the Township and to enforce local. Township ordinances and has appropriated sufficient funds to defray the cost of the services to be provided by the Sheriff under this Agreement;

WHEREAS, the Township is desirous of contracting with the Sheriff and the County for the performance by the Sheriff of the hereinafter described law enforcement services within Township boundaries during the period of **January 1, 2027, through December 31, 2027;**

WHEREAS, the County and the Sheriff agree to render such services on the terms and conditions set forth in this Agreement; and

WHEREAS, such contracts are authorized and provided for by the provisions of the Township Ordinances Act 246 of 1945, as amended, (MCL 41.181 *et seq.),* and has been duly authorized by resolution of the Genesee County Board of Commissioners.

NOW, THEREFORE, pursuant to the provisions of MCL 41.181 *et seq.,* IT IS AGREED AS FOLLOWS:

1. The Sheriff agrees to provide police protection services within the geographical area of the Township to the extent and in the manner set forth in this Agreement. The Sheriff further agrees to assign two School Resource Officers to provide police protection and related law enforcement services for the Clio Area School District.

2. Except as otherwise specifically set forth, such services shall encompass only duties and functions of the type coming within the jurisdiction of, and customarily rendered by, the Sheriff under the applicable statutes.

   (a) Except as otherwise provided for in this Agreement, the level of service shall be the same basic level of service that is provided for the unincorporated area of the county by the Sheriff.

   (b) The rendition of such service, the standards of performance, the discipline of officers, and other matters incident to the performance of such services, and the control of personnel so employed, shall remain in the County and the Sheriff. In the event of dispute between the parties as to the extent of duties and function to be rendered or the level or manner of performance of such service, the determination made by the Sheriff shall be final and conclusive as between the parties.

   (c) Services performed under this Agreement may include, if requested by the Township, traffic enforcement, license inspection and enforcement.

(d) The services to be performed by the Sheriff pursuant to this Agreement shall be in addition to the law enforcement services routinely performed in all townships by the Sheriff.

3. To facilitate the performance of said functions, the Sheriff and the County shall have full cooperation and assistance from the Township, its officers, agents, and employees.

4. For the purpose of performing said functions, the County and the Sheriff shall furnish and supply all necessary labor, supervision, equipment, communications facilities and dispatching, and supplies necessary to maintain the level of service to be rendered. The Sheriff will own and maintain a Wireless Access Point fixture installed on the Township building and will be permitted to alter or to remove the fixture as needed. The Township has the option, upon thirty (30) days prior written notice to the County and the Sheriff, to furnish and supply any equipment and/or supplies in order to reduce contract costs.

5. (a) The Township shall not be called upon to assume the direct payment of any salaries, wages, or otlier compensation to any County personnel performing services hereunder for the Township, or any liability other than that provided for in this Agreement.

(b) Except as herein otherwise specified, the Township shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of their employment, and the County hereby agrees to hold harmless the Township against any such claim.

6. The County, its officers, and employees shall not be deemed to assume any liability for intentional or negligent acts of the Township, its officers, or employees, and the Township shall defend and hold harmless the County, its officers, and employees against any such claims.

7. The Township, its officers, and employees shall not be deemed to assume any liability for intentional or negligent acts of the County, the Sheriff, their officers, or employees, and the County shall hold harmless the Township, its officers, and employees against any such claims.

8. (a) Unless sooner terminated, this Agreement shall be for a term commencing on **January 1, 2027, and ending December 31, 2027,** with the option to extend for two (2) one-year terms upon presentation and acceptance of the then-current budget figures.

(b) Subject to subparagraph 9(h), any party may terminate this Agreement upon written notice to the other parties of not less than sixty (60) days prior to the date of such termination.

9. (a) The Township agrees to pay the County the cost of performing all services covered by this Agreement. Subject to subparagraph 9(e), the estimated basic cost of such services shall not exceed **$1,238,973.00** for the road patrol officers and **$269,773.89** for the School Resource Officers for a total of **$1,508,746.89** for calendar year **January 1, 2027, to December 31, 2027** (See Exhibit A). The foregoing cost includes all salaries and wages, sick leave, vacations, supervision, Public Employees' Retirement Contribution Insurance premiums, social security, unemployment insurance, workers' compensation, and all other indirect costs, until such time as, pursuant to its option contained in paragraph 4, the Township furnishes any equipment and/or supplies resulting in a reduced cost.

(b) In addition to the basic costs designated in subparagraph 9(a), the Township agrees to pay costs for overtime incurred in the course of providing the services under this

Agreement, and for time spent in Court when such time is an additional cost.

(c) The Township is not obligated to pay costs attributable to services or facilities normally provided or available to all cities and townships within the County as part of the Sheriffs and the County's obligation to enforce state law.

(d) Actual computation of applicable costs hereunder shall be made by the Genesee County Chief Financial Officer ("CFO"), and payments for such costs shall be made promptly by the Township on receipt of the CFO's monthly statement.

(e) If, during the period covered by this Agreement, an increase in salary, fringe benefits, or other costs is implemented as a result of negotiation between the County and the collective bargaining organization (labor union) of the employees or as a result of rate increases, this Agreement shall be amended to include the increased cost of providing the services covered by this Agreement. The County agrees to provide an explanation of the increase in cost to the Township, and the Township agrees to reimburse the County to the extent of the increased costs.

(f) The Parties understand and agree that each officer assigned to this Agreement accrues vacation benefits as a function of County employment. The Township agrees that it will only be liable to pay for any vacation benefits accrued, for any officer who is currently or has been assigned to the Township, for the actual time period that officer is on assignment to the Township. The Township will not be liable to pay any vacation benefit accrued prior to or after the officer's assignment to the Township. The County will bill the Township annually or along with monthly billing, as needed, for vacation benefits accrued as stated and will hold these amounts in escrow to pay 1) any vacation time actually taken, 2) any vacation cash-ins, and 3) any vacation benefit payouts required to be paid to officers who retire or otherwise leave County employment. The County agrees to provide a full accounting of these funds at any time, upon request from the Township.

(g) In the event of an amendment under subparagraph 9(e), the total cost of succeeding periods covered by this Agreement will be adjusted to include increased costs to the County for providing such service, at the beginning of each succeeding period.

(h) The County may terminate this Agreement immediately in the event it becomes clear that the costs for the contract term will exceed those stated in Exhibit A to this Agreement and the Township declines to pay County for such additional_ costs.

10. The Sheriff and the County agree that overtime salaries incurred during the period covered by this Agreement shall be kept to a minimum. The Sheriff and County further agree to report overtime salaries to the Township on a monthly basis.

11. (a) It is understood and agreed that the offenses for which any arrests are made under Township ordinances or civil or criminal infractions shall be prosecuted in the District Court by the Township Attorney, and that any resulting fines collected pursuant to conviction or plea shall be paid over to the Treasurer of the Township as provided by statute and/or court rule.

(b) The Sheriff shall, on a monthly basis, make liquor inspections in the Township on all licensed establishments and all fees for said services shall be paid over to the Township

Treasurer.

12. The police protection shall be as follows: Seven (7) full-time police deputies and one (1) full-time Sergeant, to provide patrol and investigative services as agreed upon between the Township and the Sheriff; and one (1) full-time School Resource Officer (SRO) to be assigned to the Clio Area School District. The full-time SRO will provide road patrol coverage for the Township when school is not in session.

A second School Resource Officer (SRO) will be assigned to the Clio School District for the school year. The second SRO will not be assigned to any road patrol duties within the Township when school is not scheduled to be in session. The second SRO and the costs associated with the position will be reassigned to a separate division when school is on a scheduled break.

See Appendix (A)

The supervision for the police protection shall be as follows:

(1) First line supervision shall be the Sergeant assigned to the Township.
(2) Second line supervision shall be the Captain of Law Enforcement.
(3) Third line supervision shall be the Undersheriff.
(4) Fourth line supervision shall be the Sheriff.

13. Copies of the daily activity reports, in addition to a monthly report, will be submitted to the Township Board or a particular committee, monthly or as requested, and the copies will be returned to the Sheriff. The Sheriff will maintain liaison with the Township Board.

14. At all hours, residents of the Township may request emergency police assistance by telephoning 911 and may obtain information by telephoning (810) 257-3422.

15. Sheriff and Township agree that, subject to the Office of the Sheriff Wrecker Policy, motor vehicle towing service companies having a principal place of business in the Township will be used for all motor vehicle towing service calls within the Township unless the owner of the disabled motor vehicle requests a different motor vehicle towing service company.

16. The Township patrol car will not be sent out of the Township on any call unless the complaint is of an emergency nature and only after obtaining verbal permission of a sergeant or higher-ranking officer. If any car is sent out of the Township on such an emergency, it will be sent merely to assist in, and not to investigate, the complaint.

17. The Sheriff's Office agrees to assign two Genesee County Sheriff's Deputies to the School District to provide police and counseling services to students, teachers, administrators, and parents within the school system, as well as assist in the preparation of, and training for emergency preparedness plans (the "Services")

The deputies assigned to the school district shall not be involved in enforcing school disciplinary matters."

18. General Provisions

(a) Entire Agreement. This Contract, consisting of this Agreement for Enforcement Services

and the Projected Budget (Exhibit A), embodies the entire Contract between the Parties. There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Agreement and any Exhibit, the terms of this Agreement shall control.

(b) Nondiscrimination. The Parties covenant that, they will not discriminate against an employee or applicant of 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, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Parties covenant that they will not discriminate against businesses that are owned by women, minorities, or persons with disabilities in providing services covered by this Agreement, and that they shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this Agreement.

(c) No Assignment. The County may not assign or subcontract this Agreement without the express written consent of the Township.

(d) Modification. This Agreement may be modified only in writing executed with the same formalities as this Agreement.

(e) Binding Effect. The provisions of this Agreement shall apply to and bind the heirs, executors, administrators, and assigns all of the Parties.

(f) Governing Law and Venue. This Agreement is entered into under, and shall be interpreted according to, the laws of the State of Michigan. Any litigation between the Parties arising out of this Agreement must be initiated within two years of the accrual of the cause of action and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

(g) Severability and Survival. In the event that any provision of this Agreement is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Agreement.

(h) Interpretation. Each of the Parties has had an opportunity to have this Agreement reviewed by legal counsel and has had an equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Agreement, there shall be no presumption in favor of any interpretation solely because the form of this Agreement was prepared by the County.

(i) Remedies. All remedies specified in this Agreement are non-exclusive. The County reserves the right to seek any and all remedies available under this Agreement t and applicable law in the event that Township fails to abide by the terms of this Agreement.

0) No Third-Party Beneficiaries. There are no third-party beneficiaries of this Agreement.

IN WITNESS WHEREOF, the Township, by Resolution adopted by its Township Board, has authorized this Agreement to be executed by its Supervisor and its Clerk, and the County of Genesee, by Resolution adopted by its Board of County Commissioners, has authorized this Agreement to be executed by the Chairperson, (copies of both resolutions being included here by reference only), and the Sheriff of Genesee County does hereby approve this Agreement.

Vienna Township
Service Dates 1/1/27-12/31/27

Account Name	Patrol Budget 1 Sgt and 7 Deputies	Full-time SRO Budget 1 FT Deputy	School YR SRO Budget 1 Deputy	Total Contract Cost Budget
Salary Permanent	615,403.00	74,177.00	59,342.00	748,922.00
Salary Overtime	40,000.00	3,000.00	3,000.00	46,000.00
Salary Premium	18,000.00	300.00	300.00	18,600.00
Longevity	12,516.00	-	-	12,516.00
Salaries Total	685,919.00	77,477.00	62,642.00	826,038.00
				-
Social Security	52,473.00	6,179.44	4,539.63	63,192.07
Medical Insurance	187,724.00	23,465.52	20,757.96	231,947.48
Optical Insurance	1,125.00	140.66	124.43	1,390.09
Dental Insurance	10,691.00	1,289.34	1,140.57	13,120.91
Life Health Insurance	3,200.00	394.08	328.40	3,922.48
Retirement	68,592.00	8,077.70	5,934.16	82,603.85
Workers Compensation	10,289.00	1,211.65	890.12	12,390.78
Unemployment	1,372.00	161.55	118.68	1,652.24
Post-Retirement Benefits	47,245.00	2,600.00	2,300.00	52,145.00
Vacation Contract Payout	35,000.00	3,000.00	2,000.00	40,000.00
Fringes Total	417,711.00	46,519.94	38,133.95	502,364.90
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Training	2,500.00	400.00	400.00	3,300.00
Supplies	1,000.00	1,000.00	1,000.00	3,000.00
Copier Charges		200.00	200.00	400.00
Laundry Robes Uniforms	4,000.00	500.00	500.00	5,000.00
Motor Pool Charges	95,000.00	16,000.00	12,000.00	123,000.00
Governmental Service Fee (CSA)	32,843.00	7,801.00	5,000.00	45,644.00
Other Non-Personnel Exp. Total	135,343.00	25,901.00	19,100.00	180,344.00
Expense Total	1,238,973.00	149,897.94	119,875.95	1,508,746.90

County of Genesee

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By: Dale K. Weighill , Chairperson

Date: .....

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By: Christopher R. Swanson, Sheriff

Date: _____

Township of Vienna

_____

By: Joseph A. Rizk, Supervisor

Date: _____

_____

By: Cynthia J. Bryan, Clerk

Date:

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