



# *Lapeer County Board of Commissioners*

255 Clay Street, Suite 301  
Lapeer, Michigan 48446  
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www.lapeercountyweb.org

## **COMMITTEE OF THE WHOLE**

**\*\*COMMISSION CHAMBERS\*\***

**December 22, 2022**

**9:00 A.M.**

## **A-G-E-N-D-A**

*\*\*\*Attendance Roll Call; Opening Prayer; and Pledge of Allegiance\*\*\**

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**PURSUANT TO MOTION 450-22 OF THE 12-15-22 B.O.C MEETING**

**ALL AGENDA ITEMS HAVE AUTHORITY TO ACT**

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- 1) CONSIDERATION OF THE DRAFT **MINUTES** FROM THE **DECEMBER 8, 2022**  
COMMITTEE OF THE WHOLE MEETING  
and  
REVIEW OF **OVERNIGHT TRAVEL REQUESTS, GRANT APPLICATIONS AND**  
**BUDGET AMENDMENTS** (*distributed and reviewed throughout the meeting*)  
and  
**DEPARTMENT HEAD UPDATES** – (As needed, No Action Required)
- 2) **PUBLIC TIME** – Citizens Comments (*maximum of 3 minutes per person*)
- 3) **SHERIFF'S DEPARTMENT** –
  - A. Request to Approve FY 2023 Police Contracts
  - B. Request to Approve Interlocal Agreement with Oakland County for Medical Examiner Service
- 4) **ADMINISTRATION/FINANCE DEPARTMENT/BOC** –
  - A. Draft Proposed ARPA Committee Motions (Attached)
  - B. Proposed Personnel Motion (Referred with Request to Include Draft Job Description)

Continued—

5) **PUBLIC TIME**- Citizens Comments (*maximum of 3 minutes per person*)

6) **CLOSED SESSION**- If Needed

**ADJOURN -**

***Upcoming Meetings/Public Hearings/Events:***

NEXT FULL BOARD MEETING – 12/29/2022- **CANCELLED**

ORGANIZATIONAL MEETING – 01/04/2023 AT 9AM

NEXT C.O.W MEETING – 01/05/2023

FOLLOWING FULL BOARD – 01/12/2023

**COMMITTEE OF THE WHOLE****December 8, 2022****9:00 a.m.**

Chairman Roy called the meeting to order at 9:03 a.m. in the Commission Chambers on the lower level of the County Complex Building. Commissioner Schneider opened the meeting with prayer. The Pledge of Allegiance was recited.

**Present:** Commissioners Bryan Zender, Dyle Henning, Lenny Schneider, Linda M. Jarvis, Brendan Miller

**Others:** Quentin Bishop, County Controller/Administrator, Jackie Arnold, Chief Financial Officer, Lynette Stanford, Secretary/Deputy County Clerk

**Absent:** Commissioners Rick Warren, Gary Roy

Motion by Schneider, supported by Zender, to approve the agenda with the addition a discussion regarding an Intercounty Drain Debt, the Insurance coverage for vans being used by Community Mental Health/GLTA, and the deletion of a closed session. Motion carried.

Motion by Zender, supported by Jarvis, to approve the minutes from the November 10, 2022 Committee of the Whole Meeting. Motion carried.

**Elected Official/Department Head Updates**

No updates were given.

**Public Time** – 4 people spoke during public time.

Motion by Zender, supported by Schneider, to recommend to the Full Board, to authorize the purchase of 22 budgeted computer work stations and 22 monitors by the Friend of the Court, to be purchased by IT Department in accordance with the County Purchase Policy, at a cost not to exceed \$23,000.00. Motion carried.

Motion by Schneider, supported by Zender, to recommend to the Full Board, to approve the request by Community Mental Health to renew the lease agreement between Lapeer County and Hamilton Community Health Network, Inc., and to approve the request to increase the County allocation in the amount of \$1,404.00; and further, to authorize the Chair/Vice-Chair to sign said agreement.

Motion by Miller, supported by Zender, to recommend to the Full Board, that Buildings and Grounds/Parks Department take back custody of the Community Mental Health/GLTA vans on Friday December 16, 2022 at 3:00 p.m. unless Lapeer County is added to the insurance policy. Motion carried.

Motion by Schneider, supported by Jarvis, to recommend to the Full Board, to authorize payment to Shifman Fournier, in the amount of \$6,675.00, for labor related legal services rendered through November 30, 2022, to be paid from line item 101-239-801.020. Motion carried.

Motion by Miller, supported by Zender, to recommend to the Full Board, due to anticipated vacancy of the County Controller/Administrator and the appointment of the current Chief Financial Officer as interim, to authorize the acceptance of the proposal from Maner Costerian to provide year-end accounting services and audit preparation for year ending December 31, 2022, in the amount not to exceed \$50,000.00, to be paid from 101-239-8013.010; and further, to authorize the Chair/Vice-Chair to sign said engagement letter for services and the agreement of services after any recommended language changes pursuant to Corporation Counsel's legal review. Motion carried.

Motion by Zender, supported by Jarvis, to recommend to the Full Board, to adopt the following Resolution regarding the proposed "Dryden Casey Project" and authorize the submission of the Spark Grant Application for the development of the Polly Ann Trail from Dryden Road to Casey Road, in the amount of \$286,000.00 which includes a financial commitment of \$10,000.00 from the Friends of the Polly Ann Trail:

### **RESOLUTION**

**WHEREAS,** Lapeer County supports the submission of an application titled, "Dryden Casey Project" to the Spark grant program for development of the Polly Ann Trail from Dryden Road to Casey Road; and,

**WHEREAS,** the Friends of the Polly Ann Trail is hereby making a financial commitment to the project in the amount of \$10,000.00 matching funds, in cash and/or force account; and,

**WHEREAS,** if the grant is awarded the applicant commits its local match and donated amounts from the following source:

Friends of the Polly Ann Trail	\$10,000.00
Total	\$10,000.00

**NOW THEREFORE, BE IT RESOLVED.** that Lapeer County Board of Commissioners of Lapeer County, Michigan, hereby authorizes submission of a Spark Grant Application for \$286,000.00; and further resolves to make available a local match through a financial commitment and donation of \$10,000.00 (3.5%) of a total \$286,000.00 project cost, during the 2023-2024 fiscal year.

Motion carried.

Motion by Zender, supported by Schneider, to recommend to the Full Board, pursuant to the recommendations of the American Rescue Plan Act Committee (ARPA) and in response to the Covid-19 public health emergency and pursuant to previous Board of Commissioners Motion #346-22, to accept the proposal from Vector Tech Group for the Technology Building Network Re-cabling Project, in the amount not to exceed \$227,500.00, to be paid from Fund 281 (expenditure category 6.1). Motion carried.



Motion by Schneider, supported by Zender, to recommend to the Full Board, to authorize the renewal of the one-year Excess Workers Compensation Services for Fiscal Year 2023 with Midwest Employers Casualty in the total combined budgeted amount of \$71,604.00 (shared portion between county and Medical Care Facility), to be paid from line item 101-242-713.000; and further, to authorize the Chair/Vice-Chair to sign said to sign said agreement. Motion carried.

Motion by Miller, supported by Schneider, to recommend to the Full Board, to approve the Interlocal Agreement between the County of Lapeer and Oakland County for Medical Examiner Services, effective immediately following the 60-day termination notice of services with the Michigan Institute of Forensic Science & Medicine (MIFSM); and further, to authorize the Chair/Vice-Chair to sign said agreement, and that the Administration Office send the termination notice to Michigan Institute of Forensic Science & Medicine (MIFSM) immediately following the December 15, 2022 Regular Board Meeting. Motion carried.

Motion by Miller, supported by Schneider, to recommend to the Full Board, to approve the Letter of Agreement and Contract Extension to the current labor agreement expiring December 31, 2024 between the County of Lapeer and AFSCME Council 25, Health Department Unit, extended through December 31, 2026, as attached; and further, to authorize the Finance Department to proceed with the appropriate wage adjustments as outlined. Motion carried.

Motion by Miller, supported by Schneider, to recommend to the Full Board, to approve the Letter of Agreement and Contract Extension to the current labor agreement expiring December 31, 2023 between the County of Lapeer and POLC, Command Unit A, Sheriff's Department, extended through December 31, 2025, as attached; and further, to authorize the Finance Department to proceed with the appropriate wage adjustments as outlined. Motion carried.

Motion by Miller, supported by Schneider, to recommend to the Full Board, to approve the Letter of Agreement and Contract Extension to the current labor agreement expiring December 31, 2023 between the County of Lapeer and POAM, Deputies Unit B, Sheriff's Department, extended through December 31, 2025, as attached; and further, to authorize the Finance Department to proceed with the appropriate wage adjustments as outlined. Motion carried.

Motion by Miller, supported by Schneider, to recommend to the Full Board, to approve the Letter of Agreement and Contract Extension to the current labor agreement expiring December 31, 2024 between the County of Lapeer and POLC, Corrections Command Unit D, Sheriff's Department, extended through December 31, 2025, as attached; and further, to authorize the Finance Department to proceed with the appropriate wage adjustments as outlined. Motion carried.

Motion by Miller, supported by Schneider, to recommend to the Full Board, , to approve the Letter of Agreement and Contract Extension to the current labor agreement expiring December 31, 2024 between the County of Lapeer and Teamsters Local 214, General Unit, extended through December 31, 2025, as attached; and further, to authorize the Finance Department to proceed with the appropriate wage adjustments as outlined. Motion carried.

Motion by Miller, supported by Schneider, to recommend to the Full Board, to approve the Letter of Agreement and Contract Extension to the current labor agreement expiring December 31, 2024 between the County of Lapeer and Teamsters Local 214, Community Mental Health Unit, extended through December 31, 2025, as attached; and further, to authorize the Finance Department to proceed with the appropriate wage adjustments as outlined. Motion carried.

Motion by Miller, supported by Schneider, to recommend to the Full Board, to approve the Letter of Agreement and Contract Extension to the current labor agreement expiring December 31, 2024 between the County of Lapeer and Teamsters Local 214, District Court Unit, extended through December 31, 2025, as attached; and further, to authorize the Finance Department to proceed with the appropriate wage adjustments as outlined. Motion carried.

Motion by Miller, supported by Schneider, to recommend to the Full Board, to approve the Letter of Agreement and Contract Extension to the current labor agreement expiring December 31, 2024 between the County of Lapeer and Teamsters Local 214, Friend of the Court Unit, extended through December 31, 2025, as attached; and further, to authorize the Finance Department to proceed with the appropriate wage adjustments as outlined. Motion carried.

Motion by Zender, supported by Miller, to refer the discussion of the Intercounty Drain Debt to the December 15, 2022 Regular Board Meeting. Motion carried.

**Public Time** – 2 people spoke during public time.

The meeting adjourned. 11:15 a.m.

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Gary Roy, Chairman  
Committee of the Whole

(3A)

**DATE:** December 20, 2022

XX REQUEST FOR BOARD SIGNATURES/APPROVAL

\_\_\_\_\_ FOR YOUR INFORMATION

\_\_\_\_\_ REQUEST FOR INFORMATION

**TO:** Lapeer County Board of Commissioners

**FROM:** Lapeer County Sheriff's Office

**SUMMARY OF REQUEST / INFORMATION:**

**Request approval of the FY 2023 Police Service Contracts with the following jurisdictions:**

**Signed:**

Oregon Township  
Arcadia Township  
Marathon Township  
Attica Township  
Deerfield Township

**Unsigned:**

Mayfield Township  
Elba Township  
Imlay Township  
Village of Clifford  
Village of North Branch

**CONTACT PERSON(S):** *Sheriff Scott McKenna*

**BACKGROUND INFORMATION:**

Contracts are being submitted for Signature by the Board. Signatures of Township and/or Villages as well as the Sheriff are being or have been completed (as stated above).

Contracts are prepared based on the "2023" Police Service Contract Costs.

**SUPPORTING DOCUMENTS:** Original Police Service Contracts

**DRAFT MOTION:** Motion by \_\_\_\_\_, supported by \_\_\_\_\_, to approve the FY 2023 Agreement for Law Enforcement Services for the following municipalities: Oregon Township, Arcadia Township, Marathon Township, Attica Township, Deerfield Township, Mayfield Township, Elba Township, Imlay Township, Village of Clifford, and Village of North Branch, as attached; and further, to authorize the Chair or Vice-Chair to sign said agreements.

ATTACHMENTS YES X NO \_\_\_\_\_

## 2023 POLICE SERVICE CONTRACT COSTS

				1st Shift	2nd Shift	3rd Shift
<u>Deputy</u>						
* Wages	\$ 34.80	per hour	X 2080 hours	\$ 72,384.00	\$ 72,384.00	\$ 72,384.00
Overtime	\$ 52.20	per hour	X 50 hours	\$ 2,610.00	\$ 2,610.00	\$ 2,610.00
Holiday Pay	\$ 52.20	per hour	X 88 hours	\$ 4,593.60	\$ 4,593.60	\$ 4,593.60
Longevity				\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
				\$ 80,587.60	\$ 80,587.60	\$ 80,587.60
If 2nd Shift must add					\$ 728.00	
If 3rd Shift must add						\$ 936.00
Medicare		1.45%		\$ 1,168.52	\$ 1,179.08	\$ 1,182.09
Social Security		6.20%		\$ 4,996.43	\$ 5,041.57	\$ 5,054.46
Retirement		17.00%		\$ 13,699.89	\$ 13,823.65	\$ 13,859.01
Unemployment		0.05%		\$ 40.29	\$ 40.66	\$ 40.76
Workers Comp.		2.17%		\$ 1,748.75	\$ 1,764.55	\$ 1,769.06
Medical, Dental & Vision	\$ 1,265.00	X	12 months	\$ 15,180.00	\$ 15,180.00	\$ 15,180.00
Life Insurance	\$ 6.50	X	12 months	\$ 78.00	\$ 78.00	\$ 78.00
Sick & Accident	\$ 15.00	X	12 months	\$ 180.00	\$ 180.00	\$ 180.00
VEBA	\$ 30.00	X	12 months	\$ 360.00	\$ 360.00	\$ 360.00
** Cost Allocation	\$ 605.75	X	12 months	\$ 7,269.00	\$ 7,269.00	\$ 7,269.00
Uniforms & Cleaning	\$ 58.34	X	12 months	\$ 700.08	\$ 700.08	\$ 700.08
Total Vehicle Costs				\$ 7,538.33	\$ 7,538.33	\$ 7,538.33
*** Service Weapon						
-Ammo & Maint	\$ -	X	12 months	\$ -	\$ -	\$ -
				=====	=====	=====
				\$133,546.90	\$ 134,470.51	\$ 134,734.40

### Personnel Costs Summary

<u>Deputy</u>				1st Shift	2nd Shift	3rd Shift
Total Personnel Costs				\$133,546.90	\$ 134,470.51	\$ 134,734.40
County/Sheriff Contribution				\$ 46,741.41	\$ 47,064.68	\$ 47,157.04
				=====	=====	=====
Balance of Contract				\$ 86,805.49	\$ 87,405.83	\$ 87,577.36
Per month Billing				\$ 7,233.79	\$ 7,283.82	\$ 7,298.11

## 2023 POLICE SERVICE CONTRACT COSTS

				Any (1) Shift
Vehicle	( \$22,615.00 / 36 months \$628.19 )			
** -Lease/Rent	\$ 628.19	X	12 months	\$ 7,538.33
*** -Radios & Equip. (included)	\$ -	X	12 months	\$ -
**** -Insurance (included)	\$ -	X	12 months	\$ -
**** -Repair & Maint. (included)	\$ -	X	12 months	\$ -
***** -Gasoline (Billed Direct)	\$ -	X	12 months	\$ -
				\$ 7,538.33

**COUNTY OF LAPEER**  
**AGREEMENT FOR LAW ENFORCEMENT SERVICES**  
**WITH OREGON TOWNSHIP**

THIS AGREEMENT made and entered into this 20<sup>th</sup> day of November, 2022, to take effect on January 1, 2023, by and between the COUNTY OF LAPEER through its Board of Commissioners and the Lapeer County Sheriff, hereinafter referred to as "County," and the Township of Oregon, hereinafter referred to as "Township."

WITNESS TO: WHEREAS, the Township is desirous of contracting with the County, for the performance of law enforcement functions within its boundaries by the COUNTY; and

WHEREAS, the County and Oregon Township have, by appropriate resolution, been authorized to enter into this agreement pursuant to the provisions of Act 35 of the Public Acts of 1951, being M.S.A.5.4081-5.4084; and

WHEREAS, the uniform maintenance and enforcement of law and order and the safety and welfare of the citizens and residents of the contracted community are of primary importance; and

WHEREAS, the Township desires to secure the services of the County Sheriff's Department to furnish enhanced local police protection in addition to that which is already being furnished by the County Sheriff's Department on a county-wide basis;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The County agrees to provide enhanced police protection within limits of the Township, and said protection is to consist of the enforcement of State Statutes, Township Ordinances, liquor enforcement, etc. For the purposes of performing such functions, the County shall furnish and supply the supervision, equipment (excluding vehicles), communication facilities, and other necessary supplies needed in order to perform such services. Notwithstanding anything heretofore contained, it is agreed that in all instances where special supplies, such as stationary, notices, forms, and the like, need to be executed in the name of the Township, the same shall be supplied at the Township's cost and expense.
2. The standards of performance, the discipline of officers, and other matters incidental to the performance of such service, and the control of the Deputy Sheriffs so assigned to provide such services shall remain in the County; however, the standards of performance shall not be lower than that furnished to other Townships or Villages in the County.
3. The Township shall not be required to assume any 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. The County will protect and save harmless the Township from any or all claims, demands, suits, and other forms of liability by reason of actions taken by the contracted employee in the scope of his/her employment.
4. The law enforcement service to be provided by the County shall consist of furnishing Deputies for the number of hours contracted, shifts to be determined by the Sheriff, starting and ending times to be established by the Sheriff upon the Township's recommendation.

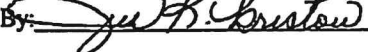
5. The scope of this agreement is for twelve (12) months of the calendar year 2023 for three (3) officers, constituting 6,264 hours. Actual patrol time within the Township will be less, taking into consideration bargained for benefits, such as, but not limited to, vacation time, training, sick leave, and personal days.
6. Any sick leave time in excess of five (5) consecutive work days will be staffed by the County Sheriff's Department.
7. The Township agrees to pay for such law enforcement service at step four (4), which represents one (1) first shift officer and two (2) second shift officers. The allocations are 65% paid by the Township and 35% paid by the County. The estimated total cost is \$385,546.04. This would be a projected sum of \$250,604.93 for the Township and \$134,941.11 for the County; said sum to be payable based on actual payroll costs as supplied by the county payroll department. If payment is not received by the 30<sup>th</sup> day of each month, services may be suspended for subsequent month(s) until payments are current. In the event that the assigned officer's wage was less than step four (4), a cost adjustment credit will be included in the 12<sup>th</sup> month billing. In the event the cost to the County in providing law enforcement to the Township increases during the term of this Agreement, the additional amount necessary to cover such increase shall be added to the payment including, but not limited to, any union-negotiated retroactive pay or compensation incentives.
8. The County agrees to pay 35% (estimated at \$134,941.11) of the total cost of providing this law enforcement service, subject to any applicable 12 month billing adjustment as noted in paragraph 7.
9. Oregon Township may receive reimbursements from the Operating While Intoxicated Fund as established by the Lapeer District Court and the Lapeer County Prosecutors Office.
10. In the event the Township requests additional service during the term of this agreement, the cost of said additional service shall be determined by the mutual agreement of the parties hereto.
11. The Agreement shall be effective from January 1, 2023, and shall terminate on December 31, 2023. Said Agreement may be revoked by either party with thirty (30) days written notice.
12. The services herein provided for shall be limited to the contracted portions of the Township.
13. This Contract contains the entire agreement of the parties and may not be modified except by a written agreement signed by authorized agents for the parties.

**Lapeer County Board of Commissioners**

By: \_\_\_\_\_

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

**Oregon Township**

By: 

Date: 12.13.22

**Lapeer County Sheriff**

By: \_\_\_\_\_

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



**COUNTY OF LAPEER**  
**AGREEMENT FOR LAW ENFORCEMENT SERVICES**  
**WITH ARCADIA TOWNSHIP**

THIS AGREEMENT made and entered into this 20<sup>th</sup> day of November, 2022, to take effect on January 1, 2023, by and between the COUNTY OF LAPEER through its Board of Commissioners and the Lapeer County Sheriff, hereinafter referred to as "County," and the Township of Arcadia, hereinafter referred to as "Township."

WITNESS TO: WHEREAS, the Township is desirous of contracting with the County, for the performance of law enforcement functions within its boundaries by the COUNTY; and

WHEREAS, the County and Arcadia Township have, by appropriate resolution, been authorized to enter into this agreement pursuant to the provisions of Act 35 of the Public Acts of 1951, being M.S.A.5.4081-5.4084; and

WHEREAS, the uniform maintenance and enforcement of law and order and the safety and welfare of the citizens and residents of the contracted community are of primary importance; and

WHEREAS, the Township desires to secure the services of the County Sheriff's Department to furnish enhanced local police protection in addition to that which is already being furnished by the County Sheriff's Department on a county-wide basis;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The County agrees to provide enhanced police protection within limits of the Township, and said protection is to consist of the enforcement of State Statutes, Township Ordinances, liquor enforcement, etc. For the purposes of performing such functions, the County shall furnish and supply the supervision, equipment (excluding vehicles), communication facilities, and other necessary supplies needed in order to perform such services. Notwithstanding anything heretofore contained, it is agreed that in all instances where special supplies, such as stationary, notices, forms, and the like, need to be executed in the name of the Township, the same shall be supplied at the Township's cost and expense.
2. The standards of performance, the discipline of officers, and other matters incidental to the performance of such service, and the control of the Deputy Sheriffs so assigned to provide such services, shall remain in the County; however, the standards of performance shall not be lower than that furnished to other Townships or Villages in the County.
3. The Township shall not be required to assume any 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. The County will protect and save harmless the Township from any or all claims, demands, suits, and other forms of liability by reason of actions taken by the contracted employee in the scope of his/her employment.
4. The law enforcement service to be provided by the County shall consist of furnishing Deputies for the number of hours contracted, shifts to be determined by the Sheriff, starting and ending times to be established by the Sheriff upon the Township's recommendation.

5. The scope of this agreement is for twelve (12) months of the calendar year 2023 for **one (1) officer**, constituting 2,088 hours. Actual patrol time within the Township will be less, taking into consideration bargained for benefits, such as, but not limited to, vacation time, training, sick leave, and personal days.
6. Any sick leave time in excess of five (5) consecutive work days will be staffed by the County Sheriff's Department.
7. The Township agrees to pay for such law enforcement service at step four (4), which represents **one (1) first shift officer**. The allocations are 65% paid by the Township and 35% paid by the County. The estimated total cost is \$133,546.90. **This would be a projected sum of \$86,805.49 for the Township and \$46,741.41 for the County**; said sum to be payable based on actual payroll costs as supplied by the county payroll department. If payment is not received by the 30<sup>th</sup> day of each month, services may be suspended for subsequent month(s) until payments are current. In the event that the assigned officer's wage was less than step four (4), a cost adjustment credit will be included in the 12<sup>th</sup> month billing. In the event the cost to the County in providing law enforcement to the Township increases during the term of this Agreement, the additional amount necessary to cover such increase shall be added to the payment including, but not limited to, any union-negotiated retroactive pay or compensation incentives.
8. The County agrees to pay 35% (estimated at \$46,741.41) of the total cost of providing this law enforcement service, subject to any applicable 12 month billing adjustment as noted in paragraph 7.
9. **Arcadia Township** may receive reimbursements from the Operating While Intoxicated Fund as established by the Lapeer District Court and the Lapeer County Prosecutors Office.
10. In the event the Township requests additional service during the term of this agreement, the cost of said additional service shall be determined by the mutual agreement of the parties hereto.
11. This Agreement shall be **effective from January 1, 2023, and shall terminate on December 31, 2023**. Said Agreement may be revoked by either party with thirty (30) days written notice.
12. The services herein provided for shall be limited to the contracted portions of the Township.
13. This Contract contains the entire agreement of the parties and may not be modified except by a written agreement signed by authorized agents for the parties.

Lapeer County Board of Commissioners

By: \_\_\_\_\_

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

Arcadia Township

By: Sharna L Smith

Date: 12/14/2022

Lapeer County Sheriff

By: \_\_\_\_\_

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

**COUNTY OF LAPEER**  
**AGREEMENT FOR LAW ENFORCEMENT SERVICES**  
**WITH MARATHON TOWNSHIP**

THIS AGREEMENT made and entered into this 20<sup>th</sup> day of November, 2022, to take effect on January 1, 2023, by and between the COUNTY OF LAPEER through its Board of Commissioners and the Lapeer County Sheriff, hereinafter referred to as "County," and the Township of Marathon, hereinafter referred to as "Township."

WITNESS TO: WHEREAS, the Township is desirous of contracting with the County, for the performance of law enforcement functions within its boundaries by the COUNTY; and

WHEREAS, the County and Marathon Township have, by appropriate resolution, been authorized to enter into this agreement pursuant to the provisions of Act 35 of the Public Acts of 1951, being M.S.A.5.4081-5.4084; and

WHEREAS, the uniform maintenance and enforcement of law and order and the safety and welfare of the citizens and residents of the contracted community are of primary importance; and

WHEREAS, the Township desires to secure the services of the County Sheriff's Department to furnish enhanced local police protection in addition to that which is already being furnished by the County Sheriff's Department on a county-wide basis;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The County agrees to provide enhanced police protection within limits of the Township, and said protection is to consist of the enforcement of State Statutes, Township Ordinances, liquor enforcement, etc. For the purposes of performing such functions, the County shall furnish and supply the supervision, equipment (excluding vehicles), communication facilities, and other necessary supplies needed in order to perform such services. Notwithstanding anything heretofore contained, it is agreed that in all instances where special supplies, such as stationary, notices, forms, and the like, need to be executed in the name of the Township, the same shall be supplied at the Township's cost and expense.
2. The standards of performance, the discipline of officers, and other matters incidental to the performance of such service, and the control of the Deputy Sheriffs so assigned to provide such services shall remain in the County; however, the standards of performance shall not be lower than that furnished to other Townships or Villages in the County.
3. The Township shall not be required to assume any 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. The County will protect and save harmless the Township from any or all claims, demands, suits, and other forms of liability by reason of actions taken by the contracted employee in the scope of his/her employment.
4. The law enforcement service to be provided by the County shall consist of furnishing Deputies for the number of hours contracted, shifts to be determined by the Sheriff, starting and ending times to be established by the Sheriff upon the Township's recommendation.

5. The scope of this agreement is for twelve (12) months of the calendar year 2023 for one (1) officer, constituting 2,088 hours. Actual patrol time within the Township will be less, taking into consideration bargained for benefits, such as, but not limited to, vacation time, training, sick leave, and personal days.
6. Any sick leave time in excess of five (5) consecutive work days will be staffed by the County Sheriff's Department.
7. The Township agrees to pay for such law enforcement service at step four (4), which represents one (1) first shift officer. The allocations are 65% paid by the Township and 35% paid by the County. The estimated total cost is \$133,546.90. This would be a projected sum of \$86,805.49 for the Township and \$46,741.41 for the County; said sum to be payable based on actual payroll costs as supplied by the county payroll department. If payment is not received by the 30<sup>th</sup> day of each month, services may be suspended for subsequent month(s) until payments are current. In the event that the assigned officer's wage was less than step four (4), a cost adjustment credit will be included in the 12<sup>th</sup> month billing. In the event the cost to the County in providing law enforcement to the Township increases during the term of this Agreement, the additional amount necessary to cover such increase shall be added to the payment including, but not limited to, any union-negotiated retroactive pay or compensation incentives.
8. The County agrees to pay 35% (estimated at \$46,741.41) of the total cost of providing this law enforcement service, subject to any applicable 12 month billing adjustment as noted in paragraph 7.
9. Marathon Township may receive reimbursements from the Operating While Intoxicated Fund as established by the Lapeer District Court and the Lapeer County Prosecutors Office.
10. In the event the Township requests additional service during the term of this agreement, the cost of said additional service shall be determined by the mutual agreement of the parties hereto.
11. The Agreement shall be effective from January 1, 2023, and shall terminate on December 31, 2023. Said Agreement may be revoked by either party with thirty (30) days written notice.
12. The services herein provided for shall be limited to the contracted portions of the Township.
13. This Contract contains the entire agreement of the parties and may not be modified except by a written agreement signed by authorized agents for the parties.

**Lapeer County Board of Commissioners**

By: \_\_\_\_\_

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

**Marathon Township**

By: M. M. B.

Date: 12-15-22

**Lapeer County Sheriff**

By: \_\_\_\_\_

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

**COUNTY OF LAPEER**  
**AGREEMENT FOR LAW ENFORCEMENT SERVICES**  
**WITH ATTICA TOWNSHIP**

**THIS AGREEMENT** made and entered into this 20<sup>th</sup> day of November, 2022, to take effect on January 1, 2023, by and between the COUNTY OF LAPEER through its Board of Commissioners and the Lapeer County Sheriff, hereinafter referred to as "County," and the Township of Attica, hereinafter referred to as "Township."

**WITNESS TO:** WHEREAS, the Township is desirous of contracting with the County, for the performance of law enforcement functions within its boundaries by the COUNTY; and

WHEREAS, the County and Attica Township have, by appropriate resolution, been authorized to enter into this agreement pursuant to the provisions of Act 35 of the Public Acts of 1951, being M.S.A.5.4081-5.4084; and

WHEREAS, the uniform maintenance and enforcement of law and order and the safety and welfare of the citizens and residents of the contracted community are of primary importance; and

WHEREAS, the Township desires to secure the services of the County Sheriff's Department to furnish enhanced local police protection in addition to that which is already being furnished by the County Sheriff's Department on a county-wide basis;

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. The County agrees to provide enhanced police protection within limits of the Township, and said protection is to consist of the enforcement of State Statutes, Township Ordinances, liquor enforcement, etc. For the purposes of performing such functions, the County shall furnish and supply the supervision, equipment (excluding vehicles), communication facilities, and other necessary supplies needed in order to perform such services. Notwithstanding anything heretofore contained, it is agreed that in all instances where special supplies, such as stationary, notices, forms, and the like, need to be executed in the name of the Township, the same shall be supplied at the Township's cost and expense.
2. The standards of performance, the discipline of officers, and other matters incidental to the performance of such service, and the control of the Deputy Sheriffs so assigned to provide such services, shall remain in the County; however, the standards of performance shall not be lower than that furnished to other Townships or Villages in the County.
3. The Township shall not be required to assume any 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. The County will protect and save harmless the Township from any or all claims, demands, suits, and other forms of liability by reason of actions taken by the contracted employee in the scope of his/her employment.
4. The law enforcement service to be provided by the County shall consist of furnishing Deputies for the number of hours contracted, shifts to be determined by the Sheriff, starting and ending times to be established by the Sheriff upon the Township's recommendation.

5. The scope of this agreement is for twelve (12) months of the calendar year 2023 for two (2) officers, constituting 4,176 hours. Actual patrol time within the Township will be less, taking into consideration bargained for benefits, such as, but not limited to, vacation time, training, sick leave, and personal days.
6. Any sick leave time in excess of five (5) consecutive work days will be staffed by the County Sheriff's Department.
7. The Township agrees to pay for such law enforcement service at step four (4), which represents one (1) first shift officer and one (1) second shift officer. The allocations are 35% paid by the Township and 35% paid by the County. The estimated total cost is \$259,555.47. This would be a projected sum of \$168,711.06 for the Township and \$90,844.41 for the county; said sum to be payable based on actual payroll costs as supplied by the county payroll department. If payment is not received by the 30<sup>th</sup> day of each month, services may be suspended for subsequent month(s) until payments are current. In the event that the assigned officer's wage was less than step four (4), a cost adjustment credit will be included in the 12<sup>th</sup> month billing. In the event the cost to the County in providing law enforcement to the Township increases during the term of this Agreement, the additional amount necessary to cover such increase shall be added to the payment including, but not limited to, any union-negotiated retroactive pay or compensation incentives.
8. The County agrees to pay 35% (estimated at \$90,844.41) of the total cost of providing this law enforcement service, subject to any applicable 12 month billing adjustment as noted in paragraph 7.
9. Attica Township may receive reimbursements from the Operating While Intoxicated Fund as established by the Lapeer District Court and the Lapeer County Prosecutors Office.
10. In the event the Township requests additional service during the term of this agreement, the cost of said additional service shall be determined by the mutual agreement of the parties hereto.
11. This Agreement shall be effective from January 1, 2023, and shall terminate on December 31, 2023. Said Agreement may be revoked by either party with thirty (30) days written notice.
12. The services herein provided for shall be limited to the contracted portions of the Township.
13. This Contract contains the entire agreement of the parties and may not be modified except by a written agreement signed by authorized agents for the parties.

Lapeer County Board of Commissioners

Attica Township

By: \_\_\_\_\_

By: al ahadlu

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

Date: 12-12-22

**Lapeer County Sheriff**

By: \_\_\_\_\_

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



**COUNTY OF LAPEER**  
**AGREEMENT FOR LAW ENFORCEMENT SERVICES**  
**WITH DEERFIELD TOWNSHIP**

THIS AGREEMENT made and entered into this 20<sup>th</sup> day of November, 2022, to take effect on January 1, 2023, by and between the COUNTY OF LAPEER through its Board of Commissioners and the Lapeer County Sheriff, hereinafter referred to as "County," and the Township of Deerfield, hereinafter referred to as "Township."

WITNESS TO: WHEREAS, the Township is desirous of contracting with the County, for the performance of law enforcement functions within its boundaries by the COUNTY; and

WHEREAS, the County and Deerfield Township have, by appropriate resolution, been authorized to enter into this agreement pursuant to the provisions of Act 35 of the Public Acts of 1951, being M.S.A.5.4081-5.4084; and

WHEREAS, the uniform maintenance and enforcement of law and order and the safety and welfare of the citizens and residents of the contracted community are of primary importance; and

WHEREAS, the Township desires to secure the services of the County Sheriff's Department to furnish enhanced local police protection in addition to that which is already being furnished by the County Sheriff's Department on a county-wide basis;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The County agrees to provide enhanced police protection within limits of the Township, and said protection is to consist of the enforcement of State Statutes, Township Ordinances, liquor enforcement, etc. For the purposes of performing such functions, the County shall furnish and supply the supervision, equipment (excluding vehicles), communication facilities, and other necessary supplies needed in order to perform such services. Notwithstanding anything heretofore contained, it is agreed that in all instances where special supplies, such as stationary, notices, forms, and the like, need to be executed in the name of the Township, the same shall be supplied at the Township's cost and expense.
2. The standards of performance, the discipline of officers, and other matters incidental to the performance of such service, and the control of the Deputy Sheriffs so assigned to provide such services shall remain in the County; however, the standards of performance shall not be lower than that furnished to other Townships or Villages in the County.
3. The Township shall not be required to assume any 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. The County will protect and save harmless the Township from any or all claims, demands, suits, and other forms of liability by reason of actions taken by the contracted employee in the scope of his/her employment.
4. The law enforcement service to be provided by the County shall consist of furnishing Deputies for the number of hours contracted, shifts to be determined by the Sheriff, starting and ending times to be established by the Sheriff upon the Township's recommendation.

5. The scope of this agreement is for twelve (12) months of the calendar year 2023 for **one (1) first shift officer and one (1) second shift officer**, constituting 4,176 hours. Actual patrol time within the Township will be less, taking into consideration bargained for benefits, such as, but not limited to, vacation time, training, sick leave, and personal days.
6. Any sick leave time in excess of five (5) consecutive work days will be staffed by the County Sheriff's Department.
7. The Township agrees to pay for such law enforcement service at step four (4), which represents **one (1) first shift officer and one (1) second shift officer**. The allocations are 65% paid by the Township and 35% paid by the County. The estimated total cost is \$259,555.47. This would be a projected sum of **\$168,711.06 for the Township and \$90,844.41 for the County**; said sum to be payable based on actual payroll costs as supplied by the county payroll department. If payment is not received by the 30<sup>th</sup> day of each month, services may be suspended for subsequent month(s) until payments are current. In the event that the assigned officer's wage was less than step four (4), a cost adjustment credit will be included in the 12<sup>th</sup> month billing. In the event the cost to the County in providing law enforcement to the Township increases during the term of this Agreement, the additional amount necessary to cover such increase shall be added to the payment including, but not limited to, any union-negotiated retroactive pay or compensation incentives.
8. The County agrees to pay 35% (estimated at \$90,844.41) of the total cost of providing this law enforcement service, subject to any applicable 12 month billing adjustment as noted in paragraph 7.
9. **Deerfield Township** may receive reimbursements from the Operating While Intoxicated Fund as established by the Lapeer District Court and the Lapeer County Prosecutors Office.
10. In the event the Township requests additional service during the term of this agreement, the cost of said additional service shall be determined by the mutual agreement of the parties hereto.
11. The Agreement shall be effective from **January 1, 2023**, and shall terminate on **December 31, 2023**. Said Agreement may be revoked by either party with thirty (30) days written notice.
12. The services herein provided for shall be limited to the contracted portions of the Township.
13. This Contract contains the entire agreement of the parties and may not be modified except by a written agreement signed by authorized agents for the parties.

Lapeer County Board of Commissioners

By: \_\_\_\_\_

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

Deerfield Township

By: Debra S. Oliver

Date: 12-12-22

Lapeer County Sheriff

By: \_\_\_\_\_

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

**COUNTY OF LAPEER**  
**AGREEMENT FOR LAW ENFORCEMENT SERVICES**  
**WITH MAYFIELD TOWNSHIP**

THIS AGREEMENT made and entered into this 20<sup>th</sup> day of November, 2022, to take effect on January 1, 2023, by and between the COUNTY OF LAPEER through its Board of Commissioners and the Lapeer County Sheriff, hereinafter referred to as "County," and the Township of Mayfield, hereinafter referred to as "Township."

WITNESS TO: WHEREAS, the Township is desirous of contracting with the County, for the performance of law enforcement functions within its boundaries by the COUNTY; and

WHEREAS, the County and Mayfield Township have, by appropriate resolution, been authorized to enter into this agreement pursuant to the provisions of Act 35 of the Public Acts of 1951, being M.S.A.5.4081-5.4084; and

WHEREAS, the uniform maintenance and enforcement of law and order and the safety and welfare of the citizens and residents of the contracted community are of primary importance; and

WHEREAS, the Township desires to secure the services of the County Sheriff's Department to furnish enhanced local police protection in addition to that which is already being furnished by the County Sheriff's Department on a county-wide basis;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The County agrees to provide enhanced police protection within limits of the Township, and said protection is to consist of the enforcement of State Statutes, Township Ordinances, liquor enforcement, etc. For the purposes of performing such functions, the County shall furnish and supply the supervision, equipment (excluding vehicles), communication facilities, and other necessary supplies needed in order to perform such services. Notwithstanding anything heretofore contained, it is agreed that in all instances where special supplies, such as stationary, notices, forms, and the like, need to be executed in the name of the Township, the same shall be supplied at the Township's cost and expense.
2. The standards of performance, the discipline of officers, and other matters incidental to the performance of such service, and the control of the Deputy Sheriffs so assigned to provide such services shall remain in the County; however, the standards of performance shall not be lower than that furnished to other Townships or Villages in the County.
3. The Township shall not be required to assume any 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. The County will protect and save harmless the Township from any or all claims, demands, suits, and other forms of liability by reason of actions taken by the contracted employee in the scope of his/her employment.
4. The law enforcement service to be provided by the County shall consist of furnishing Deputies for the number of hours contracted, shifts to be determined by the Sheriff, starting and ending times to be established by the Sheriff upon the Township's recommendation.

5. The scope of this agreement is for twelve (12) months of the calendar year 2020 for **four (4) officers**, constituting 8,352 hours. Actual patrol time within the Township will be less, taking into consideration bargained for benefits, such as, but not limited to, vacation time, training, sick leave, and personal days.
6. Any sick leave time in excess of five (5) consecutive work days will be staffed by the County Sheriff's Department.
7. The Township agrees to pay for such law enforcement service at step four (4), which represents **two first shift officers, one second shift officer, and one third shift officer**. The allocations are 65% paid by the Township and 35% paid by the County. The estimated total cost is \$511,572.61. **This would be a projected estimated sum of \$332,522.20 for the Township and \$179,050.41 for the County**; said sum to be payable based on actual payroll costs as supplied by the county payroll department. If payment is not received by the 30<sup>th</sup> day of each month, services may be suspended for subsequent month(s) until payments are current. In the event that the assigned officer's wage was less than step four (4), a cost adjustment credit will be included in the 12<sup>th</sup> month billing. In the event the cost to the County in providing law enforcement to the Township increases during the term of this Agreement, the additional amount necessary to cover such increase shall be added to the payment including, but not limited to, any union-negotiated retroactive pay or compensation incentives.
8. The County agrees to pay 35% (**estimated at \$179,050.41**) of the total cost of providing this law enforcement service, subject to any applicable 12 month billing adjustment as noted in paragraph 7.
9. **Mayfield Township** may receive reimbursements from the Operating While Intoxicated Fund as established by the Lapeer District Court and the Lapeer County Prosecutors Office.
10. In the event the Township requests additional service during the term of this agreement, the cost of said additional service shall be determined by the mutual agreement of the parties hereto.
11. The Agreement shall be **effective from January 1, 2023, and shall terminate on December 31, 2023**. Said Agreement may be revoked by either party with thirty (30) days written notice.
12. The services herein provided for shall be limited to the contracted portions of the Township.
13. This Contract contains the entire agreement of the parties and may not be modified except by a written agreement signed by authorized agents for the parties.

**Lapeer County Board of Commissioners**

**Mayfield Township**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

**Lapeer County Sheriff**

By: \_\_\_\_\_

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

**COUNTY OF LAPEER**  
**AGREEMENT FOR LAW ENFORCEMENT SERVICES**  
**WITH ELBA TOWNSHIP**

THIS AGREEMENT made and entered into this 20<sup>th</sup> day of November, 2022, to take effect on January 1, 2023, by and between the COUNTY OF LAPEER through its Board of Commissioners and the Lapeer County Sheriff, hereinafter referred to as "County," and the Township of Elba, hereinafter referred to as "Township."

WITNESS TO: WHEREAS, the Township is desirous of contracting with the County, for the performance of law enforcement functions within its boundaries by the COUNTY; and

WHEREAS, the County and Elba Township have, by appropriate resolution, been authorized to enter into this agreement pursuant to the provisions of Act 35 of the Public Acts of 1951, being M.S.A.5.4081-5.4084; and

WHEREAS, the uniform maintenance and enforcement of law and order and the safety and welfare of the citizens and residents of the contracted community are of primary importance; and

WHEREAS, the Township desires to secure the services of the County Sheriff's Department to furnish enhanced local police protection in addition to that which is already being furnished by the County Sheriff's Department on a county-wide basis;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The County agrees to provide enhanced police protection within limits of the Township, and said protection is to consist of the enforcement of State Statutes, Township Ordinances, liquor enforcement, etc. For the purposes of performing such functions, the County shall furnish and supply the supervision, equipment (excluding vehicles), communication facilities, and other necessary supplies needed in order to perform such services. Notwithstanding anything heretofore contained, it is agreed that in all instances where special supplies, such as stationary, notices, forms, and the like, need to be executed in the name of the Township, the same shall be supplied at the Township's cost and expense.
2. The standards of performance, the discipline of officers, and other matters incidental to the performance of such service, and the control of the Deputy Sheriffs so assigned to provide such services shall remain in the County; however, the standards of performance shall not be lower than that furnished to other Townships or Villages in the County.
3. The Township shall not be required to assume any 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. The County will protect and save harmless the Township from any or all claims, demands, suits, and other forms of liability by reason of actions taken by the contracted employee in the scope of his/her employment.
4. The law enforcement service to be provided by the County shall consist of furnishing Deputies for the number of hours contracted, shifts to be determined by the Sheriff, starting and ending times to be established by the Sheriff upon the Township's recommendation.



5. The scope of this agreement is for twelve (12) months of the calendar year 2023 for **three (3) officers**, constituting 6,264 hours. Actual patrol time within the Township will be less, taking into consideration bargained for benefits, such as, but not limited to, vacation time, training, sick leave, and personal days.
6. Any sick leave time in excess of five (5) consecutive work days will be staffed by the County Sheriff's Department.
7. The Township agrees to pay for such law enforcement service at step four (4), which represents **three (3) officers** at 40 hours per week. The allocations are 65% paid by the Township and 35% paid by the County. The estimated total cost is \$385,564.04. **This would be a projected sum of \$250,616.63 for the Township and \$134,947.41 for the County;** said sum to be payable based on actual payroll costs as supplied by the county payroll department. If payment is not received by the 30<sup>th</sup> day of each month, services may be suspended for subsequent month(s) until payments are current. In the event that the assigned officer's wage was less than step four (4), a cost adjustment credit will be included in the 12<sup>th</sup> month billing. In the event the cost to the County in providing law enforcement to the Township increases during the term of this Agreement, the additional amount necessary to cover such increase shall be added to the payment including, but not limited to, any union-negotiated retroactive pay or compensation incentives.
8. The County agrees to pay 35% (**estimated at \$134,947.41**) of the total cost of providing this law enforcement service, subject to any applicable 12 month billing adjustment as noted in paragraph 7.
9. **Elba Township** may receive reimbursements from the Operating While Intoxicated Fund as established by the Lapeer District Court and the Lapeer County Prosecutors Office.
10. In the event the Township requests additional service during the term of this agreement, the cost of said additional service shall be determined by the mutual agreement of the parties hereto.
11. The Agreement shall be effective from **January 1, 2023, and shall terminate on December 31, 2023.** Said Agreement may be revoked by either party with thirty (30) days written notice.
12. The services herein provided for shall be limited to the contracted portions of the Township.
13. This Contract contains the entire agreement of the parties and may not be modified except by a written agreement signed by authorized agents for the parties.

**Lapeer County Board of Commissioners**

By: \_\_\_\_\_

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

**Elba Township**

By: \_\_\_\_\_

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

**Lapeer County Sheriff**

By: \_\_\_\_\_

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



**COUNTY OF LAPEER**  
**AGREEMENT FOR LAW ENFORCEMENT SERVICES**  
**WITH IMLAY TOWNSHIP**

THIS AGREEMENT made and entered into this 20<sup>th</sup> day of November, 2022, to take effect on January 1, 2023, by and between the COUNTY OF LAPEER through its Board of Commissioners and the Lapeer County Sheriff, hereinafter referred to as "County," and the Township of Imlay, hereinafter referred to as "Township."

WITNESS TO: WHEREAS, the Township is desirous of contracting with the County, for the performance of law enforcement functions within its boundaries by the COUNTY; and

WHEREAS, the County and Imlay Township have, by appropriate resolution, been authorized to enter into this agreement pursuant to the provisions of Act 35 of the Public Acts of 1951, being M.S.A.5.4081-5.4084; and

WHEREAS, the uniform maintenance and enforcement of law and order and the safety and welfare of the citizens and residents of the contracted community are of primary importance; and

WHEREAS, the Township desires to secure the services of the County Sheriff's Department to furnish enhanced local police protection in addition to that which is already being furnished by the County Sheriff's Department on a county-wide basis;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The County agrees to provide enhanced police protection within limits of the Township, and said protection is to consist of the enforcement of State Statutes, Township Ordinances, liquor enforcement, etc. For the purposes of performing such functions, the County shall furnish and supply the supervision, equipment (excluding vehicles), communication facilities, and other necessary supplies needed in order to perform such services. Notwithstanding anything heretofore contained, it is agreed that in all instances where special supplies, such as stationary, notices, forms, and the like, need to be executed in the name of the Township, the same shall be supplied at the Township's cost and expense.
2. The standards of performance, the discipline of officers, and other matters incidental to the performance of such service, and the control of the Deputy Sheriffs so assigned to provide such services, shall remain in the County; however, the standards of performance shall not be lower than that furnished to other Townships or Villages in the County.
3. The Township shall not be required to assume any 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. The County will protect and save harmless the Township from any or all claims, demands, suits, and other forms of liability by reason of actions taken by the contracted employee in the scope of his/her employment.
4. The law enforcement service to be provided by the County shall consist of furnishing Deputies for the number of hours contracted, shifts to be determined by the Sheriff, starting and ending times to be established by the Sheriff upon the Township's recommendation.

5. The scope of this agreement is for twelve (12) months of the calendar year 2023 for **one (1) half-time officer**, constituting 1,044 hours. Actual patrol time within the Township will be less, taking into consideration bargained for benefits, such as, but not limited to, vacation time, training, sick leave, and personal days.
6. Any sick leave time in excess of five (5) consecutive work days will be staffed by the County Sheriff's Department.
7. The Township agrees to pay for such law enforcement service at step four (4), which represents **one (1) half-time officer**. The allocations are 65% paid by the Township and 35% paid by the County. The estimated total cost is \$66,773.45. This would be a projected sum of \$43,402.74 for the Township and \$23,370.71 for the County; said sum to be payable based on actual payroll costs as supplied by the county payroll department. If payment is not received by the 30<sup>th</sup> day of each month, services may be suspended for subsequent month(s) until payments are current. In the event that the assigned officer's wage was less than step four (4), a cost adjustment credit will be included in the 12<sup>th</sup> month billing. In the event the cost to the County in providing law enforcement to the Township increases during the term of this Agreement, the additional amount necessary to cover such increase shall be added to the payment including, but not limited to any union-negotiated retroactive pay or compensation incentives.
8. The County agrees to pay 35% (estimated at \$23,370.71) of the total cost of providing this law enforcement service, subject to any applicable 12 month billing adjustment as noted in paragraph 7.
9. Imlay Township may receive reimbursements from the Operating While Intoxicated Fund as established by the Lapeer District Court and the Lapeer County Prosecutors Office.
10. In the event the Township requests additional service during the term of this agreement, the cost of said additional service shall be determined by the mutual agreement of the parties hereto.
11. The Agreement shall be effective from January 1, 2023, and shall terminate on December 31, 2023. Said Agreement may be revoked by either party with thirty (30) days written notice.
12. The services herein provided for shall be limited to the contracted portions of the Township.
13. This Contract contains the entire agreement of the parties and may not be modified except by a written agreement signed by authorized agents for the parties.

**Lapeer County Board of Commissioners**

**Imlay Township**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

**Lapeer County Sheriff**

By: \_\_\_\_\_

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

**COUNTY OF LAPEER**  
**AGREEMENT FOR LAW ENFORCEMENT SERVICES**  
**WITH THE VILLAGE OF CLIFFORD**

THIS AGREEMENT made and entered into this 1<sup>st</sup> day of January A.D., 2023, By and between the COUNTY OF LAPEER through its Board of commissioners and the Lapeer County Sheriff, hereinafter referred to as "County", and the Township or Village of Clifford hereinafter referred to as "Township or Village".

WITNESS TO: WHEREAS, the Township or Village is desirous of contracting with the County, for the performance of law enforcement functions within its boundaries by the COUNTY; and

WHEREAS, the County and the Village of Clifford have, by appropriate resolution, been authorized to enter into this agreement pursuant to the provisions of Act 35 of the Public Acts of 1951, being M.S.A.5.4081-5.4084; and

WHEREAS, the uniform maintenance and enforcement of law and order and the safety and welfare of the citizens and resident of the contracted community are of primary importance; and

WHEREAS, the Township or Village desires to secure the services of the County Sheriff's Department to furnish enhanced local police protection in addition to that which is already being furnished by the County Sheriff's Department on a county-wide basis;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The County agrees to provide enhanced police protection within limits of the Township or Village, and said protection to consist of the enforcement of State Statutes and the Township or Village Ordinances, liquor enforcement, etc. For the purposes of performing such functions, the County shall furnish and supply the supervision, equipment (excluding vehicles), communication facilities and other necessary supplies needed in order to perform such services. Notwithstanding anything heretofore contained, it is agreed that in all instances where special supplies, such as stationary, notices, forms, and the like, need to be executed in the name of the Township or Village, the same shall be supplied at the Township or Village's cost and expense.
2. The standards of performance, the discipline of officers and other matters incidental to the performance of such service and the control of the Deputy Sheriffs so assigned to provide such services shall remain in the County; however, the standards of performance shall not be lower than that furnished to other Township or Villages in the County.
3. The Township or Village shall not be required to assume any 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. The County will protect and save harmless the Township from any or all claims, demands, suits and other forms of liability by reason of actions taken by the contracted employee in the scope of his/her employment.
4. The law enforcement service to be provided by the County shall consist of furnishing Deputies for the number of hours contracted, shifts to be determined by the Sheriff, starting and ending time to be established by the Sheriff upon the Township's or Village's recommendation.

5. The scope of this agreement is for (12) twelve months of the calendar year (1044) hours. Actual patrol time within the Township or Village will be less, taking into consideration bargained for benefits, such as but not limited to, vacation time, training, sick leave, and personal days.
6. Any sick leave time in excess of five (5) consecutive work days will be staffed by the County Sheriff's Department.
7. The Township or Village agrees to pay for such law enforcement service at step four (4), which represents one officer. The allocations are 65% paid by the Township or Village and 35% paid by the County. The estimated total cost is \$66,773.45. This would be an estimated sum of \$43,402.74 for the Township or Village and \$23,370.71 for the County; said sum to be payable based on actual payroll costs as supplied by the county payroll department. If payments not received by the 30<sup>th</sup> day of each month, services may be suspended for subsequent month(s) until payments are current. In the event that the assigned officer's wage was less than step four, (4), a cost adjustment credit will be included in the 12<sup>th</sup> month billing. In the event the cost to the County in providing law enforcement to the Township or village increases during the term of this Agreement, the additional amount necessary to cover such increase shall be added to the payment including, but not limited to any retro-active pay or compensation incentives.
8. The County agrees to pay 35% (estimated at \$23,370.71) of the total cost of providing this law enforcement service, subject to any applicable 12 month billing adjustment as noted in 7.
9. Village of Clifford may receive reimbursements from the Operating While Intoxicated Fund as established by the Lapeer District Court and the Lapeer County Prosecutors Office.
10. In the event the Township or Village requests additional service during the term of this agreement, the cost of said additional service shall be determined by the mutual agreement of the parties hereto.
11. The Agreement shall be effective from the date said Agreement is executed by the County and Township or Village and shall terminate on **December 31, 2023**, provided that said Agreement may be revoked by either party with (30) thirty days written notice.
12. The services herein provided for shall be limited to the contracted portions of the Township or Village.
13. This Contract contains the entire agreement of the parties and may not be modified except by a written agreement signed by authorized agents for the parties.

Lapeer County Board of Commissioners

Village of Clifford

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Lapeer County Sheriff

By: \_\_\_\_\_

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

**COUNTY OF LAPEER**  
**AGREEMENT FOR LAW ENFORCEMENT SERVICES**  
**WITH THE VILLAGE OF NORTH BRANCH**

THIS AGREEMENT made and entered into this 20<sup>th</sup> day of November, 2022, to take effect on January 1, 2023, by and between the COUNTY OF LAPEER through its Board of Commissioners and the Lapeer County Sheriff, hereinafter referred to as "County," and the Village of North Branch, hereinafter referred to as "Village."

WITNESS TO: WHEREAS, the Village is desirous of contracting with the County, for the performance of law enforcement functions within its boundaries by the COUNTY; and

WHEREAS, the County and the Village of North Branch have, by appropriate resolution, been authorized to enter into this agreement pursuant to the provisions of Act 35 of the Public Acts of 1951, being M.S.A.5.4081-5.4084; and

WHEREAS, the uniform maintenance and enforcement of law and order and the safety and welfare of the citizens and residents of the contracted community are of primary importance; and

WHEREAS, the Village desires to secure the services of the County Sheriff's Department to furnish enhanced local police protections in addition to that which is already being furnished by the County Sheriff's Department on a county-wide basis;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The County agrees to provide enhanced police protection within limits of the Village, and said protection is to consist of the enforcement of State Statutes, Village Ordinances, liquor enforcement, etc. For the purpose of performing such functions, the County shall furnish and supply the supervision, equipment (including vehicles), communication facilities, and other necessary supplies needed in order to perform such services. Notwithstanding anything heretofore contained, it is agreed that in all instances where special supplies, such as stationary, notices, forms and the like, need to be executed in the name of the Village, the same shall be supplied at the Village's cost and expense.
2. The standards of performance, the discipline of officers, and other matters incidental to the performance of such service, and the control of the Deputy Sheriffs so assigned to provide such services, shall remain in the County; however, the standards of performance shall not be lower than that furnished to other Townships or Villages in the County.
3. The Village shall not be required to assume any 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. The County will protect and save harmless the Village from any or all claims, demands, suits, and other forms of liability by reason of actions taken by the contracted employee in the scope of his/her employment.
4. The law enforcement service to be provided by the County shall consist of furnishing Deputies for the number of hours contracted, shifts to be determined by the Sheriff, starting and ending times to be established by the Sheriff upon the Village's recommendation.



5. The scope of this agreement is for twelve (12) months of the calendar year 2023 for **two (2) officers**, constituting 4,176 hours. Actual patrol time within the Village will be less, taking into consideration bargained for benefits, such as, but not limited to, vacation time, training, sick leave, and personal days.
6. Any sick leave time in excess of five (5) consecutive work days will be staffed by the County Sheriff's Department.
7. The Village agrees to pay for such law enforcement service at step four (4), which represents **two deputies**. The allocations are 65% paid by the Village and 35% paid by the County. **The estimated total cost is \$259,555.47. This would be an estimated sum of \$168,711.06 for the Village and \$90,844.41 for the County;** said sum to be payable based on actual payroll costs as supplied by the county payroll department. If payment is not received by the 30<sup>th</sup> day of each month, services may be suspended for subsequent month(s) until payments are current. In the event that the assigned Deputy's wage was less than step (4) four, a cost adjustment credit will be included in the 12<sup>th</sup> month billing. In the event the cost to the County in providing law enforcement to the Village increases during the term of the Agreement, the additional amount necessary to cover such increase shall be added to the payment including, but not limited to, any union-negotiated retroactive pay or compensation incentives.
8. The County agrees to pay 35% **(estimated at \$90,844.41)** of the total cost of providing this law enforcement service, subject to any applicable 12 month billing adjustment as noted in paragraph 7.
9. The **Village of North Branch** may receive reimbursements from the Operating While Intoxicated Fund as established by the Lapeer County District Court and the Lapeer County Prosecutors Office.
10. In the event the Village requests additional service during the term of this agreement, the cost of said additional service shall be determined by the mutual agreement of the parties hereto.
11. The Agreement shall be **effective from January 1, 2023, and shall terminate on December 31, 2023.** Said Agreement may be revoked by either party with thirty (30) days written notice.
12. The services herein provided for shall be limited to the contracted portions of the Village.
13. This contract contains the entire agreement of the parties and may not be modified except by a written agreement signed by authorized agents for the parties.

**Lapeer County Board of Commissioners**

By: \_\_\_\_\_

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

**Village of North Branch**

By: \_\_\_\_\_

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

**Lapeer County Sheriff**

By: \_\_\_\_\_

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



(3B)

**REQUEST FOR ACTION**

**DATE:** December 16, 2022

\_\_\_\_\_ REQUEST FOR ACTION

\_\_\_\_\_ FOR YOUR INFORMATION

\_\_\_\_\_ REQUEST FOR INFORMATION

**TO:** COMMITTEE OF THE WHOLE

**FROM:** Quentin Bishop, County Controller/Administrator  
Sheriff Scott McKenna

\*\*\*\*\*

**SUMMARY OF REQUEST / INFORMATION:** Request to approve the Interlocal Agreement between Lapeer County and Oakland County for Medical Examiner Services.

**ADDITIONAL INFORMATION:** The proposed interlocal agreement with Lapeer County has already been reviewed by Corporation Counsel and language changes were implemented pursuant to his recommendation.

**CONTACT PERSON(S):** Quentin Bishop and/or Sheriff Scott McKenna

**BACKGROUND INFORMATION:**

**SUPPORTING DOCUMENTS:** Proposed Interlocal Agreement

**DRAFT MOTION:** Motion by \_\_\_\_\_, supported by \_\_\_\_\_ to recommend to the Full Board to approve the attached Interlocal Agreement between the County of Lapeer and Oakland County for Medical Examiner Services, effective immediately following the 60-day termination notice of services with the MIFSM (Michigan Institute of Forensic Science and Medicine), which was given on December 8, 2022; and further, to authorize the Chairman to sign said agreement.

ATTACHMENTS YES xx NO \_\_\_\_\_

# INTERLOCAL AGREEMENT

## BETWEEN

## OAKLAND COUNTY

## AND

## LAPEER COUNTY

---

This Agreement ("Agreement") is made between the County of Oakland, ("Oakland County"), a Michigan Constitutional and Municipal Corporation, by and through the Oakland County Medical Examiner's Office ("OCMEO"), whose address is 1200 North Telegraph, Pontiac, Michigan 48341, and Lapeer County ("Lapeer County"), by and through the Lapeer County Sheriff's Department ("LCSD"), whose address is 3231 John Conley Drive, Lapeer, Michigan 48446. The term "Oakland County" means Oakland County and the Oakland County Medical Examiners Office jointly. The term "Lapeer County" means Lapeer County and the Lapeer County Sheriff's Office, jointly. In this Agreement, "Oakland County" and "Lapeer County" may also be referred to jointly as the "Parties."

**PURPOSE OF AGREEMENT.** Oakland County and Lapeer County enter into this Agreement pursuant to the Urban Cooperation Act of 1967, 1967 Public Act 7, MCL 124.501 *et seq.*, for the purpose of the OCMEO providing medical examiner services to LCSD, and delineating the duties of the Parties related to providing medical examiner services. The Parties agree, subject to the terms and conditions set forth in this Agreement, to provide funds and/or services as described in Exhibits I and Exhibit II.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **DEFINITIONS.** In addition to any other defined terms in this Agreement (e.g., "Agreement," "Oakland County," "OCMEO," "Lapeer County," "LCSD," "Party," or "Parties," etc.), the Parties agree that the following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, and interpreted as follows:
  - 1.1. **Agreement** means the following documents, which this Agreement includes and incorporates:
    - 1.1.1. Interlocal Agreement
    - 1.1.2. Exhibit I: Financial Obligations
    - 1.1.3. Exhibit II: Scope of Services
  - 1.2. **Claim(s)** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against Oakland County or Lapeer County, or for which Oakland County or Lapeer County may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common

law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.

- 1.3. **Day** shall be defined as any calendar day, which shall always begin at 12:00:00 a.m. and end at 11:59:59 p.m.
- 1.5. **Lapeer County** means Lapeer County, a constitutional and municipal Corporation, including, but not limited to, all of its departments, divisions, the Lapeer County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, commissions, employees, agents, volunteers, and/or any such persons' successors.
- 1.6. **Lapeer County Employee** means without limitation any employees, officers, directors, managers, trustees, volunteers, attorneys, and representatives of Lapeer County, including any person who was an Lapeer County Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.7. **LC SO** means the Lapeer County Sheriff's Office, with all of the duties and responsibilities for exercising the authority vested by the Michigan Constitution and Michigan Compiled Laws Chapter 51 with jurisdiction over the County of Lapeer.
- 1.8. **Oakland County** means Oakland County, a constitutional and municipal Corporation, including, but not limited to, all of its departments, divisions, the Oakland County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, commissions, employees, agents, volunteers, and/or any such persons' successors.
- 1.9. **Oakland County Employee** means without limitation, any employees, officers, directors, managers, trustees, volunteers, attorneys, and representatives of the Oakland County, including any person who was an Oakland County Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.10. **OCMEO** means the Oakland County Medical Examiner's Office, a department of Oakland County created pursuant to the County Medical Examiners Act, MCL 52.201 *et. seq.*
- 1.11. **Points of Contact** mean the individuals designated by the OCMEO and LC SO to act as primary and secondary contacts for communication and other purposes as described herein.

## **2. EFFECTIVE DATE AND DURATION OF THE AGREEMENT.**

- 2.1. This Agreement, and/or any subsequent amendments must be in writing and shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party except as otherwise specified below. The approval and terms of this Agreement and any amendments, except as specified below, shall be entered in the official minutes and proceedings of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall also be filed with the office of the Clerk of the County with Secretary of State.
- 2.2. This Agreement, and/or any subsequent amendments thereto, shall not become effective prior to the filing of this Agreement, and/or any possible subsequent amendments with the Michigan Secretary of State (MCL 124.510).
- 2.3. Unless extended by an Amendment, this Agreement shall remain in effect for ONE year from the date the Agreement is completely executed by all Parties or until cancelled or terminated by any of the Parties pursuant to the terms of the Agreement.

### **3. OAKLAND COUNTY RESPONSIBILITIES.**

- 3.1. Subject to the terms and conditions in this Agreement, and except as otherwise provided by law, the Oakland County shall provide those services for the Lapeer County as described in Exhibit II.
- 3.2. Oakland County shall provide Lapeer County with a detailed invoice of Oakland County's costs within sixty (60) Days of the completion of each autopsy or external exam for the services provided herein and/or a statement describing any amounts owed to Oakland County as described in Exhibit I.
- 3.3. The Parties intend, agree, and acknowledge that no services, other than those services described in this Agreement, shall or are otherwise required to be provided by Oakland County for or to Lapeer County. Additional services may be contracted by mutual agreement between the Parties.

### **4. LAPEER COUNTY FINANCIAL/PAYMENT OBLIGATIONS.**

- 4.1. Lapeer County shall pay the full amount shown on an invoice to Oakland County within sixty (60) calendar days after the date shown on any such invoice.
- 4.2. Unless there is a termination as provided for herein, Lapeer County's obligations set forth in this Section, shall be absolute and unconditional and shall not be affected by the occurrence of either Party's default of any term or condition of this Agreement, nor shall any other occurrence or event relieve, limit, or impair the obligation of Lapeer County to pay any such amount due and owing to Oakland County.
- 4.3. Nothing in this Section shall operate to limit Oakland County's right to pursue or exercise any other legal rights or remedies under this Agreement or at law against Lapeer County to secure payment of amounts due Oakland County under this Agreement. The remedies in this Section shall be available to Oakland County on an ongoing and successive basis if Lapeer County at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if Oakland County pursues any legal action in any court to secure its payment under this Agreement, Lapeer County agrees to pay all costs and expenses, including attorney fees and court costs, incurred by Oakland County in the collection of any amount owed by Lapeer County.
- 4.4. This Section shall not be interpreted as limiting Lapeer County's legal right to dispute whether the underlying amount invoiced by Oakland County was actually due and owing under this Agreement.

### **5. ASSURANCES AND WARRANTIES.**

- 5.1. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have the legal authority to sign this Agreement and bind the parties to the terms and conditions contained herein.
- 5.2. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules and requirements applicable to its activities performed under this Agreement, including but not limited to laws relating to nondiscrimination and conflicts of interests.
- 5.3. Any and all Oakland County services set forth in this Agreement are provided on an "as-is" and "as-available" basis, without any warranty of any kind, to the maximum extent permitted by

applicable law. Oakland County expressly further disclaims any and all warranties, of any kind, whether express or implied, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, or non-infringement and/or that any Oakland County services under this Agreement will meet any of Lapeer County's needs or requirements, will be uninterrupted, timely, secure, error or risk free/or that any deficiencies in any Oakland County service. The entire risk arising out of the use of any and all Oakland County services herein remains at all times, with Lapeer County to the maximum extent permitted by law.

## **6. LIABILITY.**

- 6.1. Each Party shall be responsible for any Claims made against that Party by a third party and for the acts or omissions of its employees arising under or related to this Agreement.
- 6.2. Except as provided for in Section 4.3, in any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgment and attorney fees.
- 6.3. Except as otherwise provided in this Agreement, neither Party shall have any right under this Agreement or any legal principle to be indemnified or reimbursed by the other Party or any of its employees or agents in connection with any Claim.
- 6.4. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.

7. **LIMITATION OF LIABILITY.** In no event shall either Party be liable to the other Party or any other person, for any consequential, incidental, direct, indirect, special, and punitive or other damages arising out of this Agreement

## **8. DISPUTE RESOLUTION.**

- 8.1. All disputes relating to the execution, interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties may first be submitted to Oakland County's Point of Contact and Lapeer County's Point of Contact for possible resolution. Oakland County's Point of Contact and Lapeer County's Point of Contact may promptly meet and confer in an effort to resolve such dispute.
- 8.2. If they cannot resolve the dispute in five (5) business days, the dispute may be submitted to the signatories of this Agreement or their successors in office. The signatories of this Agreement may meet promptly and confer in an effort to resolve such dispute.

## **9. NO IMPLIED WAIVER.**

- 9.1. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement.
- 9.2. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement.
- 9.3. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.



10. **AUDITING** Oakland County agrees that financial records will be available upon request for review or audit by Lapeer County or other appropriate officials.

11. **AGREEMENT INTERPRETATION**. The Parties agree that performance under this Agreement will be conducted in compliance with all federal, Michigan, and local laws and regulations. This Agreement is made and entered into in the County of Oakland and in the State of Michigan. The language of all parts of this Agreement is intended to and under all circumstances to be construed as a whole according to its fair meaning and not construed strictly for or against any Party.

12. **TERMINATION OR CANCELLATION OF AGREEMENT**.

12.1. Either Party may terminate and/or cancel this Agreement upon sixty (60) Days written notice to the other Party. The effective date of termination and/or cancellation shall be clearly stated in the written notice. Termination of this Agreement does not release any Party from any obligations that Party has pursuant to any law.

12.2. The Parties agree and acknowledge that either Party's decision to terminate and/or cancel this Agreement, or any one or more individual Oakland County Services identified herein, shall not relieve Lapeer County of payment obligations for any Oakland County services rendered prior to the effective date of any termination or cancellation of this Agreement. The provisions of this Subsection shall survive the termination, cancellation, and/or expiration of this Agreement.

12.3. Oakland County's obligations upon termination of the contract is to provide services to Lapeer County as described in Exhibits I and II through the end of the Contract and provide a final invoice of Oakland County's costs within sixty (60) Days of the termination date of the contract.

12.4. Lapeer County's obligations upon termination of the contract is to honor all of its obligations contained in Exhibits I and II and submit payments for outstanding invoices submitted by Oakland County within sixty (60) calendar days after the date shown on any submitted invoices.

13. **NO EMPLOYEE-EMPLOYER RELATIONSHIP**. Nothing in this Agreement shall be construed as creating an employee-employer relationship between Oakland County and Lapeer County.

14. **NO THIRD-PARTY BENEFICIARIES**. Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.

15. **RECORD RETENTION**. The Parties agrees to maintain records in accordance with state law. All records relative to this Agreement shall be available at any reasonable time for examination or audit by personnel authorized by law.

16. **DELEGATION/SUBCONTRACT/ASSIGNMENT**. Neither Party shall delegate, subcontract, and/or assign any obligations or rights under this Agreement without the prior written consent of the other Party.

17. **FORCE MAJEURE**. Each Party shall be excused from any obligations under this Agreement during the time and to the extent that a Party is prevented from performing due to causes beyond the Party's control, including, but not limited to, an act of God, war, fire, strike, labor disputes, civil



disturbances, reduction of power source, or any other circumstances beyond the reasonable control of the affected Party. Reasonable notice shall be given to the other party of any such event.

**18. SEVERABILITY.** If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.

**19. PRECEDENCE OF DOCUMENTS.** In the event of a conflict between the terms of and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms in the Exhibits or other documents that comprise this Agreement.

**20. CAPTIONS.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or non-possessive use in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.

**21. NOTICES.** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

21.1. If Notice is sent to the County, it shall be addressed and sent to: 1200 North Telegraph, Pontiac, Michigan 48341.

21.2. If Notice is sent to Lapeer County, it shall be addressed and sent to: Administrator/Controller, Lapeer County Complex, 255 Clay Street, Lapeer, MI 48446

21.3. Either Party may change the address and/or individual to which Notice is sent by notifying the other Party in writing of the change.

**22. GOVERNING LAW.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan without giving effect to its conflict of law principles.

**23. JURISDICTION AND VENUE** Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim(s) arising under or related to this Agreement shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Agreement to enforce such judgment in any appropriate jurisdiction.

**24. ENTIRE AGREEMENT.** This Agreement sets forth the entire agreement between the Parties along with the Agreement Documents. In entering into this Agreement, Lapeer County acknowledges that it has not relied upon any prior or contemporaneous agreement, representation, warranty, or other statement by the Oakland County and/or any Oakland County Agent that is not expressly set

forth in this Agreement, and that any and all such possible, perceived or prior agreements, representations, understandings, statements, negotiations, understandings and undertakings, whether written or oral, in any way concerning or related to the subject matter of this Agreement are fully and completely superseded by this Agreement.

24.1. If there is a contradicting term or condition in any Exhibit to this Agreement, the Agreement controls.

24.2. It is further agreed that the terms and conditions of this Agreement are contractual and binding and are not mere recitals. The Parties acknowledge that this Agreement contains certain limitations and disclaimers of liability.

The undersigned hereby acknowledges that he/she has been authorized by Lapeer County to execute this agreement on behalf of Lapeer County and hereby accepts and binds Lapeer County to the terms and conditions of this Agreement.

**THE COUNTY OF LAPEER**

\_\_\_\_\_:

**BY:**\_\_\_\_\_ **DATE:**\_\_\_\_\_

\_\_\_\_\_ ,

**BY:**\_\_\_\_\_ **DATE:**\_\_\_\_\_

\_\_\_\_\_ ,

The undersigned hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Agreement on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

**THE COUNTY OF OAKLAND**

**BY:**\_\_\_\_\_ **DATE:**\_\_\_\_\_

\_\_\_\_\_  
**Chairperson, Oakland County Board of Commissioners**

# OAKLAND COUNTY INTERLOCAL AGREEMENT

## BETWEEN

## OAKLAND COUNTY

## AND

## LAPEER COUNTY

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### EXHIBIT I: Financial Obligations

Under the terms of the Fee Schedule, Lapeer County agrees to provide Lapeer County Medical Investigators for on-scene investigations and assume all costs associated with on-scene investigations. JCMEO further agrees to provide transportation and assume all costs of transportation of any body requiring an autopsy by the OCMEO under the terms of the agreement. Oakland County agrees to provide the services contained herein under the Fee Schedule. Lapeer County shall be solely responsible for issuing Death Certificates and any and all costs associated with issuing Death Certificates related to any autopsy performed under the terms of the Agreement. Lapeer County shall also be solely responsible for issuing Cremation Permits and any and all costs associated with issuing Cremation permits related to any autopsy performed under the terms of the Agreement.

### Fee Schedule

Service	Fee
Complete Autopsy	\$2,500.00 (includes up to 5 calendar days of storage at OCME, X-Ray, Evidentiary photographs, histopathology, neuropathology, Postmortem expanded blood tests, removal service from Lapeer Regional Hospital
External Exam (inspection)	\$1,000.00 (up to 5 calendar days of storage at OCME, evidentiary photographs and routine toxicology, removal service from Lapeer Regional Hospital
Medical Examiner Certifications	\$250.00 per case
Body Storage Fee	\$25.00 per day after 5 days
Administrative Fee Costs	10% per invoice
Consultations For:	
Forensic Anthropology	At Cost <sup>1</sup>
Forensic Entomology	At Cost
Forensic Odontology	At Cost
MEI	Handled by Lapeer County
Death Certificates	Completed by Oakland County Medical Examiner
Cremation Permits	Completed by Oakland County Medical Examiner billed to Funeral Home At Cost per permit

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<sup>1</sup> At Cost is the current going rate to perform those services or obtain appropriate permits.

# OAKLAND COUNTY INTERLOCAL AGREEMENT

## BETWEEN

## OAKLAND COUNTY

## AND

## LAPEER COUNTY

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### EXHIBIT II: Scope of Services

The Oakland County Medical Examiner's Office (OCMEO) will investigate unexpected, unattended, unexplained, traumatic/violent deaths and other deaths referred by the Lapeer County Medical Examiner's Office (JCMEO).

The OCMEO agrees during the term of this Agreement to the following services:

- A. Employ a sufficient number of qualified fulltime board-certified forensic pathologists, board-eligible forensic pathologists working under supervision of the board-certified pathologists, other professional staff, and technical personnel to insure provision of high level forensic pathology services to Lapeer County which include but are not limited to the following:
  1. In a timely manner, perform autopsies, laboratory examinations and other medical procedures necessary to determine cause and manner of death as required by the Medical Examiner's Office of the Lapeer County Health Department pursuant to MCLA 52.201 *et seq.* (hereinafter referred to as "Medical Examiner cases.")
    - i. Perform autopsies within 24 hours of the death or at the start of the death investigation, whichever is later.
    - ii. Perform other tests deemed necessary prior, during, or after the autopsy.
  2. Comply with all Standard Operating Procedures (SOP) published by the OCMEO.
  3. Submit written autopsy and toxicology reports detailing the results of Medical Examiner cases to the LCSD within sixty (60) days of the completion of the case death investigation
  4. Deliver invoices to the LCSD for work performed pursuant to the Fee Schedule contained in Exhibit I within sixty (60) days of the completion of case death investigation.
  5. Prepare, as necessary, for retention and storage of tissues, blocks, sections and other materials obtained in connection with forensic pathology services performed on Medical Examiner cases, and supervise the proper retention and storage of such materials, maintaining the chain of custody.

6. Consult, coordinate and cooperate with the LCSD including Medical Examiner Investigators, Michigan State Police, local police and county sheriff agencies operating in Lapeer County and with the Lapeer County Prosecuting Attorney and staff.
  7. Provide a current list, with revisions if necessary, of all employed board-certified and board eligible forensic pathologists who are full-time staff of the OCMEO. Those professionals may be appointed as Lapeer County Deputy Medical Examiners.
- B. Provide pathology services through qualified board-certified forensic pathologists and board-eligible forensic pathologists who are supervised by board-certified forensic pathologists, other professional staff, and other technical personnel, which conform to; (i) all applicable state laws, rules and regulations; (ii) all applicable professional associations, including the College of American Pathologists and American Academy of Forensic Sciences; and (iii) any mutually agreed upon applicable standards of accreditation by the National Association of Medical Examiners.
  - C. Provide the facilities, equipment and supplies needed to perform forensic pathology services required under this Agreement.
  - D. To meet with the Lapeer County Sheriff's Department staff to conduct Forensic Pathology Case (FPC) reviews of Lapeer County Medical Examiner cases as needed.
  - E. OCMEO agrees to receive high-level cooperation and professional input from the Lapeer County Medical Examiner and his/her agents.
  - F. OCMEO will be available to provide the guidance in designating Medical Examiner cases and releasing non-Medical Examiner cases.
  - G. OCMEO will handle cremation permits and other matters within the scope of function of the Medical Examiner. (revenue to Oakland County)
  - H. Lapeer County will handle Freedom of Information Act requests.
  - I. Bodies will be transported to Lapeer Regional Hospital by Lapeer County. Bodies will be transported from Lapeer Regional to Oakland County Medical Examiner by contracted Oakland County removal services.

4A

**PROPOSED DRAFT MOTIONS**  
**FROM THE**  
**DECEMBER 15, 2022**  
**ARPA COMMITTEE MEETING**

1. Motion by Henning, supported by Schneider, to recommend to the Board, pursuant to the recommendation of the ARPA Committee and in response to the impacts of the Covid-19 public health emergency, to authorize the Building & Grounds/Parks Department to accept the two proposals from The Slide Experts to repair and recoat the pool and waterslides at General Squier Memorial County Park, per the attached proposals, at a total cost not to exceed \$86,000.00, to be paid from Fund 281 (expense category 2.35), Motion carried unanimously.
  
2. Motion by Schneider, supported by Bishop, to recommend to the Board, pursuant to the recommendation of the ARPA Committee and in response to the impacts of the Covid-19 public health emergency, to authorize the purchase of a Risograph Digital Duplicator from Toshiba for the Lapeer County MSUE Office to promote recreation, 4-H programs, and fundraising events for the youth of Lapeer County, at a cost not to exceed \$3,900.00, to be paid from Fund 281 (expense category 6.1). Motion carried unanimously.



**DRAFT PROPOSED 12/8 PERSONNEL MOTION**  
**REFERRED FROM THE**  
**DECEMBER 15, 2022**  
**FULL BOARD MEETING**

1. Motion by Zender, supported by Henning, to recommend to the Full Board to authorize Community Mental Health to amend their Table of Organization to create and add one full-time Data Management Coordinator position (#TBD, new pay grade 21), as well as any subsequent vacancy should an internal promotion occur, at no cost to the County's General Fund. Motion carried unanimously.




1570 Suncrest Dr., Lapeer, MI 48446 810.667.0500 810.664.8728 lapeercmh.org

## Request for Action

**Date:** November 30, 2022

**To:** Lapeer County Board of Commissioners

**From:** Lauren Emmons, CEO 

**Summary of Request/Information:** This position was discussed this past summer and the Personnel Committee referred the request for discussion between the CMH CEO and County Administrator/Controller. The primary issue was the suggested pay rate was the same as the Supervisor. Quentin and I met and reviewed the position with an eye to the wage study that was in process. We agreed that following the wage study if there was a pay line available below the supervisor that it would make sense to move forward at that time. With the wage study completed, the supervisor is at paygrade 22. This proposed position can now be paid consistent with other BA level coordinator positions at paygrade 21.

**Original Request: IT and Data Management: (Job Description Attached)**

Add a Coordinator Position to complete essential data management functions and electronic medical record functions. Require a Bachelor's degree in an IT related field or a business degree with strong IT experience. This position will serve as the back up to the IT and Data Management Supervisor.

**Additional information:** The CMH Board approved this position on 6/30/2022 – Motion 0622-009. Further, a strategic planning goal for the agency is to develop succession plans at the department level to assure effective and efficient continuity of services.

**Attachments:** Job Description

**Contact person(s):** Lauren Emmons, CEO

**Draft Motion:**

Moved by \_\_\_\_\_ supported by \_\_\_\_\_ to approve the request to amended the CMH Table of Organization creating a Full-Time data management coordinator paygrade 21 (Position # TBD). With further authority to fill any subsequent vacancies due to internal transfers. This position represents no additional cost to the County General Fund.



## **Data Management Coordinator:**

### **A. Essential Data and Reporting Functions:**

1. Responsible for processing and submitting encounters files timely based on PIHP schedule. Follow up on errors and corrections as needed.
2. Verification of data for reportable service activities.
3. Responsible for processing and submitting BH TEDS files timely based on PIHP schedule. Follow up on errors and corrections as needed
4. Provide training and on-going support to staff on BH TEDS and service activity entries.
5. Monitor all error reports, correct inaccuracies, and send to appropriate staff, track and follow-up
6. Data submission tracking and status reporting, including completeness and timeliness
7. Responsible to review and compare encounter data to financial reports and follow up on any questionable entries.
8. Monthly, quarterly, and annual analysis of reporting for Merit-based Incentive Program.
9. Coordinate and manage reporting needs and data analysis.
10. Maintain listing of required reports and due dates.
11. Generate reports for program managers, PIHP, MDHHS and other entities as scheduled.
12. Responsible for accuracy and submission of Michigan Mission Based Performance Indicators as required by MDHHS and PIHP.
13. Assist with Plan of Correction follow up for performance indicators as needed
14. Assist with internal audits and external quality reviews (HSAG and PIHP).
15. Assist in the credentialing process for providers.
16. Assist clinical staff obtain National Provider Identification (NPI).
17. Review annual and quarterly CPT and HCPCS code updates from MDHHS and CMS.

### **B. Electronic Medical Record Functions:**

1. Enter and set up new staff in the electronic medical record (EMR) software.
2. Train staff to utilize the EMR for service activity entry, documentation, scheduling, and incident reporting
3. Assist with EMR software development planning, testing, training and deployment
4. Assist staff with EMR issues, create guides or instructions for new functionality, and submit and follow up on help desk tickets as needed.
5. Entry and maintenance of direct run locations and staff set up in EMR

6. Assist with maintaining referral queue data and entry of non-registered admissions into the EMR.
7. Maintain and update rate schedules as needed in EMR

**C. Other Functions:**

1. Assists the IT, Billing, and Data Management Supervisor with monitoring and coordinating data management functions.
2. Acts as back-up to the IT, Billing, and Data Management Supervisor in the event of their absence providing assistance and guidance to the IT and Data Team.
3. Assist in the creation and maintenance of data related policies and procedures.
4. Participates in agency and regional committees as directed
5. Other duties as assigned in a positive, cooperative manner
6. Lapeer County Community Mental Health embraces an employment environment that promotes recovery and discovery, a person-centered approach to treatment/services, and cultural competence. An employee with this or any position is expected to support the employment environment.

**Employment Qualifications:**

Education: Bachelor's Degree in business or computer related field applicable to this position or related experience

Experience:

Knowledge of the Michigan Department of Health and Human Services Reporting Codebook and Reporting Requirements

Ability to demonstrate basic network troubleshooting skills.

Knowledge of hardware, software and network environments.

Advanced skills in Microsoft Excel and Access

Experience working and training within an electronic medical record

Lived experience with behavioral health issues preferred

Skills and Abilities:

Critical thinking skills and the ability to problem solve and find solutions

Must be self-motivated

Able to collaborate effectively and work as part of a team

Excellent organizational skills and attention to detail

Ability to write and speak effectively