

2015  
2016  
2017

**AGREEMENT FOR LAW ENFORCEMENT SERVICES  
BETWEEN THE ST. CLAIR COUNTY SHERIFF AND  
THE CHARTER TOWNSHIP OF FORT GRATIOT**

**THIS AGREEMENT** made and entered into this 20 day of November, 2014 by and between the **COUNTY OF ST. CLAIR** through its Board of Commissioners and the Sheriff of the County, hereinafter referred to as the “**COUNTY**” and the **CHARTER TOWNSHIP OF FORT GRATIOT**, hereinafter referred to as the “**TOWNSHIP**”.

**WHEREAS**, the County does provide police protection to its residents, and provides for the enforcement of State and local laws, regulations and ordinances generally under the direction of the St. Clair County Sheriff’s Department, and

**WHEREAS**, the Township desires to provide to its residents specific police protection in addition to that generally provided by the County without thereby creating a Township police department, and

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

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

1. The County will provide police protection for the purpose of enforcement of all State laws and local Township criminal, civil and traffic ordinances within and for the Township.
2. The law enforcement services to be provided by the County shall consist of furnishing one regular patrol car manned by a certified deputy for a 24 hour shift, seven days per week from January 1, 2015 through December 31, 2017. Also the County shall provide one additional regular patrol car manned by a certified deputy committed exclusive to police protection for six hours a day seven days a week. Drive time directly to and from the Township will be included in the scheduled shift hours for the primary car working the 24 hour shift. Patrol hours for the secondary (6 hour) patrol shall not include drive time to or from the Township.

The specific hours and working days shall be as provided in Exhibit “A” of this agreement. Further, the financial breakdown and any supplemental law enforcement service to be provided requiring additional time, personnel or equipment, shall be specified in Exhibit “B” of this Agreement.

3. The Administration, assignment, discipline, and enforcement of performance standards of the assigned deputies shall be the sole responsibility of the County. The County is responsible for the payment of salaries, taxes, benefits, insurance premiums and other expenses related to the employees providing this service and will indemnify the Township harmless from such claims.

*[Handwritten initials]*

4. The County will maintain and provide all equipment such as, but not limited to, patrol cars, ammunition, communication facilities and dispatching services which are necessary to the providing of the service with the exception of stationary such as notices, appearance tickets, or traffic ordinances.

5. The control, standard of performance, and discipline of those personnel assigned to provide those services set forth herein shall be the sole responsibility of the St. Clair County Sheriff.

6. Scheduling of specific hours of patrol shall be determined by the sheriff, with the advice and consent of the designated Township official

7. The County shall indemnify the Township harmless from all claims, demands, payments, and suits by reason of any acts or omissions of the County, its agents or employees, in their performance of those services herein provided.

8. The Township shall have the right of inspection of all time records, patrol logs, accounting records of the Sheriff's Department related to the providing of services herein. Incident and investigation reports shall be available to the extent that disclosure of same would not:

- i. Interfere with law enforcement proceedings
- ii. Deprive a person of the right to a fair trial or impartial administration adjudication.
- iii. Constitute an unwarranted invasion of personal property
- iv. Disclose the identity of a confidential source, or if the record is compiled by a criminal investigation, disclose confidential information furnished only by a confidential source.
- v. Disclose law enforcement investigative techniques or procedures.
- vi. Endanger the life or physical safety of law enforcement personnel

9. The County will furnish the Township with weekly time sheets and patrol log sheets for those hours spent by its certified deputy on carrying out the terms of this agreement. Said time sheets and patrol log sheets shall be calculated in increments of  $\frac{1}{4}$  (.25) hours.

10. The term of this agreement shall be from January 1, 2015 through December 31, 2017.

The Township is solely responsible for and agrees to pay \$674,261 for such law enforcement service, beginning January 1, 2015 through December 31, 2015 to be paid in equal monthly installments of \$56,188.42.

The Township is solely responsible for and agrees to pay \$692,975 for such law enforcement service, beginning January 1, 2016 through December 31, 2016 to be paid in equal monthly installments of \$57,747.92.

The Township is solely responsible for and agrees to pay \$712,722 for such law enforcement service, beginning January 1, 2017 through December 31, 2017 to be paid in equal monthly installments of \$59,393.5.

Payments of each monthly installment shall be made on or before the last day of the month in which the service is provided. The St. Clair County Controller will provide information to Townships as reasonably requested to substantiate the cost factors in determining the aforesated amounts.

11. The Townships shall have the right to renew the contract at the end of its term provided that:

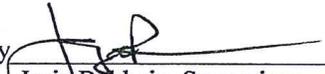
- i. The Township expressed their intent to renew in writing thirty days prior to the expiration of this agreement. Said notice is to be sent to the St. Clair County Sheriff and the St. Clair County Board of Commissioners.
- ii. The County is agreeable to renewal.
- iii. Rates for the new agreement can be agreed upon between the parties.

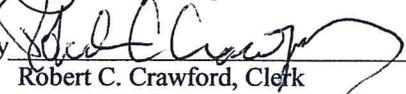
12. Either party may terminate this agreement with a 60-day written notice.

13. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

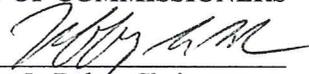
14. This Agreement shall constitute the entire agreement between the parties superseding all other communications, written or oral, between the parties relating to the subject matter of this agreement and it may be added or modified only in writing signed by the parties.

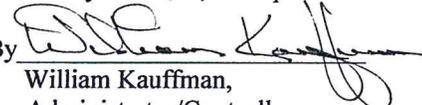
**CHARTER TOWNSHIP OF FORT GRATIOT**

By   
Jerja Baldwin, Supervisor

By   
Robert C. Crawford, Clerk

**ST. CLAIR COUNTY  
BOARD OF COMMISSIONERS**

By   
Jeffrey L. Bohm, Chairperson

By   
William Kauffman,  
Administrator/Controller

**ST. CLAIR COUNTY SHERIFF**

By   
Timothy Donnellon, Sheriff



AGREEMENT FOR LAW ENFORCEMENT SERVICES

ST. CLAIR COUNTY SHERIFF DEPARTMENT  
AND  
CHARTER TOWNSHIP OF FORT GRATIOT

EXHIBIT "A"

The St. Clair County Sheriff's Department will provide services on the following holidays:

New Year's Day  
Martin Luther King's Birthday (Third Monday of January)  
President's Day (Third Monday in February)  
Memorial Day  
July 4<sup>th</sup>  
Labor Day  
Veterans' Day (November 11<sup>th</sup>)  
Thanksgiving Day (Fourth Thursday of November)  
Friday following Thanksgiving Day  
Christmas Eve (December 24 – Last Half of Shift)  
Christmas Day (December 25)  
New Year's Eve (December 31 – Last Half of Shift)



**2015-2017 POLICE SERVICE CONTRACT COSTS**  
**CHARTER TOWNSHIP OF FORT GRATIOT**  
**EXHIBIT "B"**

4 Deputies 24hrs/7 days/wk  
 1 Deputy 6hrs/7 days/wk

	<u>2015</u>	<u>2016</u>	<u>2017</u>
<b><u>Personnel Costs</u></b>			
Salaries & Wages (4 deputies)	261,731	266,972	272,301
Extra deputy - wages	65,433	66,743	68,075
Shift Premium	4,095	4,095	4,095
Court/Overtime/Backup pay	19,998	20,399	20,808
Holiday pay	15,100	15,402	15,711
	<u>366,356</u>	<u>373,611</u>	<u>380,991</u>
Fringe Benefits:			
-Medicare (1.45%)	5,312	5,417	5,524
-Social Security (6.20%)	22,714	23,164	23,621
-Medical, Dental, Vision Insurance	75,315	82,847	91,131
-Life Insurance	500	500	500
-Retirement (23.5%)	86,094	87,799	89,533
-Unemployment (.3%)	1,099	1,121	1,143
-Disability (1.35%)	4,946	5,044	5,143
-Workers Comp (.9%)	3,297	3,363	3,429
	<u>199,277</u>	<u>209,253</u>	<u>220,025</u>
<b>Total Personnel Costs</b>	<u>565,633</u>	<u>582,865</u>	<u>601,016</u>
<b><u>Administrative Costs</u></b>			
Supervision	23,703	24,177	24,661
Liability Insurance	6,175	6,484	6,808
Uniforms & Cleaning	2,670	2,697	2,778
Clerical services	N/C	N/C	N/C
<b>Total Administrative Costs</b>	<u>32,548</u>	<u>33,358</u>	<u>34,246</u>
<b><u>Communication Costs</u></b>			
Portable and mobile radios maintenance	500	500	500
<b>Total Communication Costs</b>	<u>500</u>	<u>500</u>	<u>500</u>
<b><u>Other Services</u></b>			
Technical & Detective Services, Crime Scene Units	N/C	N/C	N/C
<b>Total Other Services</b>	<u>N/C</u>	<u>N/C</u>	<u>N/C</u>
<b><u>Vehicle Costs</u></b>			
Gas	24,620	24,620	24,620
Maintenance & repairs	12,780	13,419	14,090
Vehicle Insurance	680	714	750
Vehicle Purchases	37,500	37,500	37,500
<b>Total Vehicle Costs</b>	<u>75,580</u>	<u>76,253</u>	<u>76,960</u>
<b>Total Contract Costs Per Year</b>	<u>674,261</u>	<u>692,975</u>	<u>712,722</u>

## POLICE SERVICE CONTRACT COSTS

### Methodology for computations:

- See wage scale spreadsheet for calculation of salaries and wages
  - Health Insurance increases 10% per year based on the Community Blue Illustrative rate  
The base rate for 2015 is \$18,452 less employee co-share \$3,389 X 5 employees = \$75,315
  - Supervision is calculated by average rate of pay per supervisor X 1 hour X 2 deputies X 365 days
  - Uniforms and Cleaning are based on a percent of total employees' wages per contract in relation to total employees' wages in the force
  - Supervision increases 2% per year based on employee union contract for Sheriff Dept  
Supervisory positions
  - Uniforms increase 1 % per year based on an analysis of historical data
  - Liability insurance is for all five employees, which is quote from insurance company
  - Insurances increase 5% per year based on an analysis of historical data
  - Gas is based on miles driven per day
  - Maintenance and repairs are based on a percentage of vehicles used for the township in relation to total fleet of vehicles
  - Maintenance increases 5% per year based on an analysis of historical data
  - Vehicle Insurance is \$272 per vehicle, Township uses 2.5 vehicles
- N/C - No charge for other services, such as detectives, crime scene units, or technical services
- N/C - No charge for clerical services, recording, filing reports, etc.

**2015-2017 POLICE SERVICE CONTRACT COSTS  
WAGE SCALE**

STEP	2014		2015		2016		2017		2018	
	Rate	Annual	Rate	Annual	Rate	Annual	Rate	Annual	Rate	Annual
	07/1/14-6/30/15		7/1/15-6/30/16		7/1/16-6/30/17		7/1/17-6/30/18		7/1/18-6/30/19	
Entry	18.45	38,373.00	18.82	39,140.46	19.19	39,923.27	19.58	40,721.73	19.97	41,536.17
I	20.31	42,238.00	20.71	43,082.76	21.13	43,944.42	21.55	44,823.30	21.98	45,719.77
II	22.35	46,491.00	22.80	47,420.82	23.25	48,369.24	23.72	49,336.62	24.19	50,323.35
III	24.24	50,426.00	24.73	51,434.52	25.22	52,463.21	25.73	53,512.47	26.24	54,582.72
IV	26.68	55,501.00	27.22	56,611.02	27.76	57,743.24	28.32	58,898.11	28.88	60,076.07
V	29.37	61,091.00	29.96	62,312.82	30.56	63,559.08	31.17	64,830.26	31.79	66,126.86

- 7/1/12-6/30/15 Amounts taken from Union Contract
- Estimated following years data based on a 2% increase
- Per Sheriff, the officers that patrol these townships are Step V Officers
- Hourly rate based on 2,080 hours worked annually

**2015 POLICE SERVICE CONTRACT COSTS  
FORT GRATIOT TOWNSHIP**

			1st shift	2nd Shift	3rd Shift	4th Officer	Total of 4 Officers
* Wages	\$29.96/hour	X	2184	65,432.64	65,432.64	65,432.64	261,730.56
& Overtime	\$44.94/hour	X	105 hours	4,718.70	4,718.70	4,718.70	18,874.80
^ Holiday Pay	\$44.94/hour	X	72 hours	3,235.68	3,235.68	3,235.68	12,942.72
# Shift Premium	.75/hour	X	4368 hours	N/A	N/A	N/A	3,276.00
@ Extra deputy for 2184 annual hours	X \$ 29.96						3,276.00
Overtime	\$44.94/hour	X	25 hours				65,432.64
Holiday	\$44.94/hour	X	48 hours				1,123.50
Shift Premium	.75/hour		1092 hours				2,157.12
							819.00
							69,532.26
							<u>366,356.34</u>

**FOOTNOTES**

- \* Wages are based on a year V Road Patrol Deputy, since all deputies sent out to Fort Gratiot Township are at least step 5 deputies
- Wages increase 2% per year per employee union contract
- \*\* Medical, Dental and Vision coverage is based on a full family plan
- @ Extra deputy for 2184 annual hours X \$ 29.96
- & Overtime is based on percent of total wages for all employees working in Fort Gratiot Township in relation to total employees in the force
- Each deputy works a 12 hour shift, rotating days and nights. Only one officer during the day & one through the night.
- # Shift premiums based on deputies working 24hrs/7days/week. So 12hrs X 7 days X 52 weeks = 4,368 hours available
- ^ Holiday pay is based on union contract and previous years' days worked. Deputies received straight pay for Holiday's plus 1 1/2 times pay if they work a Holiday. Per the Sheriff, the officers work 24/7/365 so they work every holiday. There are 12 holidays, 12 holidays X 24 hours = 288/4officers = 72 hours
- Total number of hours for this contract are 24 hours X 7 day/week X 52 weeks = 8,736 hours. Hours are split equally between each deputy Therefore, 8,736/4 = 2,184 hours per deputy.

**2016 POLICE SERVICE CONTRACT COSTS  
FORT GRATIOT TOWNSHIP**

			1st shift	2nd Shift	3rd Shift	4th Officer	Total of 4 Officers
* Wages	\$30.56/hour	X	2184	66,743.04	66,743.04	66,743.04	266,972.16
& Overtime	\$45.84/hour	X	105 hours	4,813.20	4,813.20	4,813.20	19,252.80
^ Holiday Pay	\$45.84/hour	X	72 hours	3,300.48	3,300.48	3,300.48	13,201.92
# Shift Premium	.75/hour	X	4368 hours	N/A	N/A	N/A	3,276.00
@ Extra deputy for 2184 annual hours	X \$ 30.56						3,276.00
- Overtime	\$45.84/hour	X	25 hours				66,743.04
- Holiday	\$45.84/hour	X	48 hours				1,146.00
- Shift Premium	.75/hour	X	1092 hours				2,200.32
							819.00
							70,908.36
							<u>373,611.24</u>

**FOOTNOTES**

- \* Wages are based on a year V Road Patrol Deputy, since all deputies sent out to Fort Gratiot Township are at least step 5 deputies
- Wages increase 2% per year per employee union contract
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- ^ Holiday pay is based on union contract and previous years' days worked. Deputies received straight pay for Holiday's plus 1 1/2 times pay if they work a Holiday. Per the Sheriff, the officers work 24/7/365 so they work every holiday. There are 12 holidays.

**2017 POLICE SERVICE CONTRACT COSTS  
FORT GRATIOT TOWNSHIP**

			1st shift	2nd Shift	3rd Shift	4th Officer	Total of 4 Officers
* Wages	\$31.17/hour	X	2184	68,075.28	68,075.28	68,075.28	272,301.12
& Overtime	\$46.76/hour	X	105 hours	4,909.80	4,909.80	4,909.80	19,639.20
^ Holiday Pay	\$46.76/hour	X	72 hours	3,366.72	3,366.72	3,366.72	13,466.88
# Shift Premium	6pm-6am .75/hour	X	4368 hours	N/A	N/A	N/A	3,276.00
@ Extra deputy for 2184 annual hours	X \$ 31.17						3,276.00
Overtime	\$46.76/hour	X	25 hours				68,075.28
Holiday	\$46.76/hour	X	48 hours				1,169.00
Shift Premium	.75/hour	X	1092 hours				2,244.48
							819.00
							<u>72,307.76</u>
							<u>380,990.96</u>

**FOOTNOTES**

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- @ Extra deputy for 2184 annual hours X \$ 31.17
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- Each deputy works a 12 hour shift, rotating days and nights. Only one officer during the day & one through the night.
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- ^ Holiday pay is based on union contract and previous years' days worked. Deputies received straight pay for Holiday's plus 1 1/2 times pay if they work a Holiday. Per the Sheriff, the officers work 24/7/365 so they work every holiday. There are 12 holidays.

## Breakdown of Police Contract Charges FORT GRATIOT TOWNSHIP

### VEHICLE PURCHASES

3 Chevy Tahoe Vehicles - 1st deputy, extra deputy

Average cost per vehicle = \$35,500 (rounded to nearest \$500)

Vehicle Cost	\$ 106,500
3 year contract	3
Cost per year	\$ 35,500

**Note:** Also included in the cost of the vehicle is the items necessary to outfit the vehicle, decals, light bar, gun rack, cages, and computers, and installation.

**Note:** At conclusion of the 3 year contract, ownership of the vehicles will revert to the Township.

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### GAS

Average price of gallon of gas (Jan-Jun 2014)	3.08
Assuming 10 miles per gallon	10 Flat Line
Miles driven per day	219
Miles per gallon	21.90
price X miles per gallon	67.45
Days per year	365
Fuel Charge	\$ 24,619.98

**Note:** On average the miles driven in a 24 hour period are 175 miles.  $175 \times 1.25 = 219$   
24 hour shift + 1 extra deputy (6 hour shift)

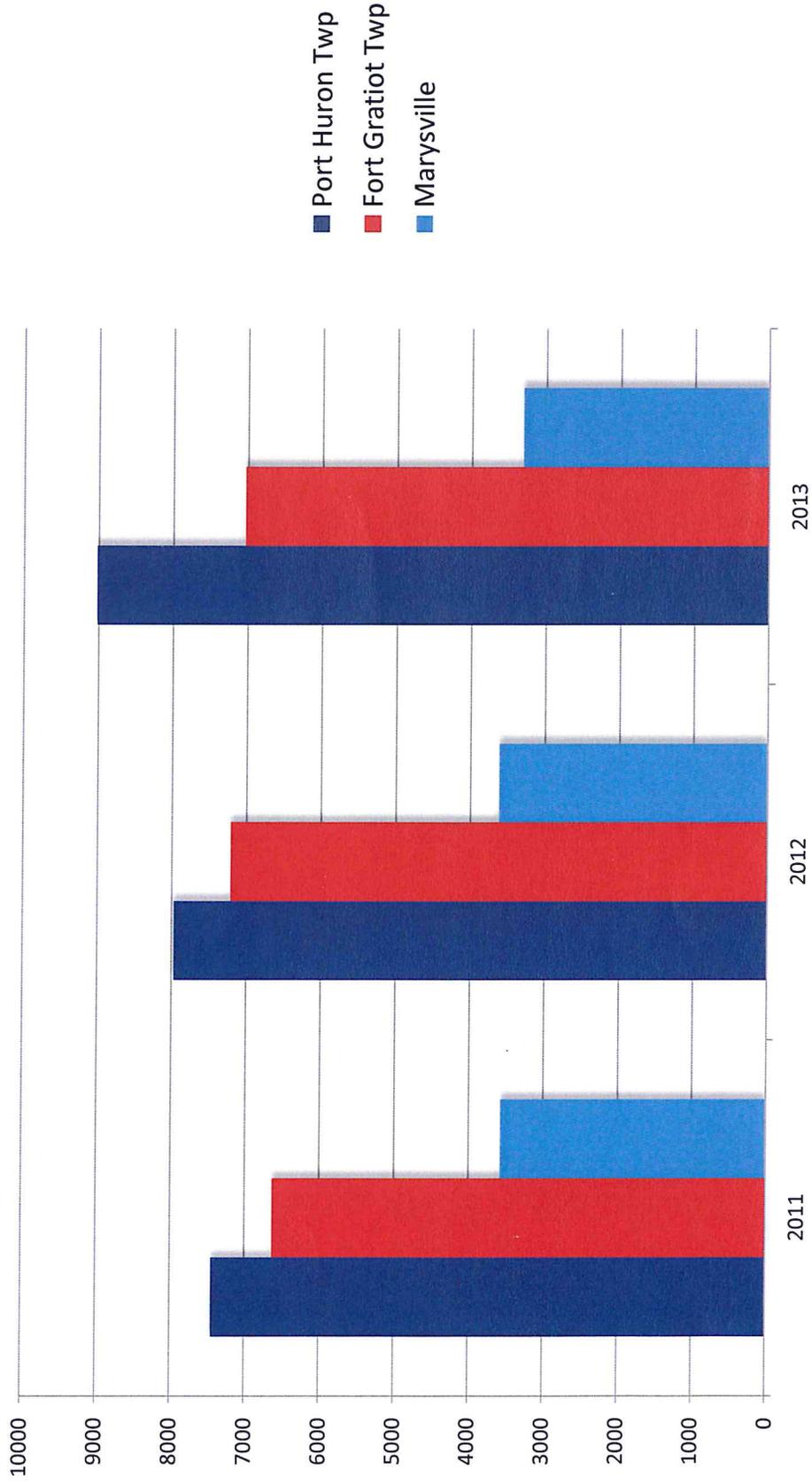
**Note:** Will maintain gas price up to \$3.08 per gallon, county will review on a quarterly basis and take an average rate and bill additionally as required

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### SUPERVISION

Average Rate of Pay per supervisor (Sergeant)	32.47
1 hour of supervision/day	1
Rate per day/per employee	32.47
2 employees/day	2
Rate X two employees	64.94
365 days per year	365
Amount of Supervision - 2015	\$ 23,703
2% increase for 2016	24,177
2% increase for 2017	24,661

# CALL FOR SERVICE 2011 - 2013





Fort Gratiot Township - June 2014

	LaFreniere		Ferguson		Westphal		Pokreifka	
	Patrol Hours	Shift Hours						
1	2	12	5	12	5.5	12	3	12
2	4.5	12	6	9	1.5	12.5	3	6
3	2	12	3	12	4.5	12	3	12
4	1.5	12	2.5	12	3.5	12	3	12
5	1	12	5	12	1.5	12	3	11
6	3	12	2	12	2.5	10	3	12
7	2	12	4	12	1	12	5	12
8	2.5	12	4	12	2.5	12	3	12
9			4	12	1.5	12	3	12
10			1.5	12.5	2	12	5	12
11			1	12	2	13	3	9
12			4	12	3	12		
13			4	12	4.5	12		
14			2.5	12				
15			1	12.5				
Total	18.5	96	49.5	178	35.5	155.5	37	122
Avg/Shift	2.3		3.3		2.7		3.4	
Percent of Hours		19.3%		27.8%		22.8%		30.3%
AVG	2.9							
Total Patrol Hours	140.5							
Total hours	551.5							
shifts	46							
Percent	25%							