

AGREEMENT BETWEEN THE CHARTER TOWNSHIP OF YPSILANTI, WASHTENAW COUNTY AND THE WASHTENAW COUNTY SHERIFF TO PERMIT THE TOWNSHIP TO CONTRACT FOR COMMUNITY SERVICE OFFICER FOR THE TIME PERIOD OF MARCH 20, 2024, THROUGH DECEMBER 31, 2025

AGREEMENT is made this 20 day of March, 2024, by Ypsilanti Township located at 7200 S. Huron River Drive ("Township") and the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107") and the WASHTENAW COUNTY SHERIFF's OFFICE located at 2201 Hogback Road, Ann Arbor, Michigan ("Sheriff")

WHEREAS, the Township currently contracts with the County and the Sheriff to provide Police Services staff in its jurisdiction and;

WHEREAS, the Township would like to add a Community Service Officer for the period extending from March 20, 2024 through December 31, 2025 and;

WHEREAS, the Township shall be financially responsible for the Community Service Officer for the time that they work for the Township under this Agreement; and

WHEREAS, the Community Service Officer will be given assignments as agreed upon by the Township and Sheriff, thereby enhancing neighborhood safety.

WHEREAS, the parties now desire to memorialize this Agreement to writing.

NOW THEREFORE, the parties agree as follows:

ARTICLE I - SCOPE OF SERVICES

- A. The parties agree that the Township shall contract for one (1) Community Service Officer "CSO" from the Sheriff's Office to provide support for activities related to neighborhood watch.
- B. Duties and responsibilities include by way of example but not limitation:
 - a. Neighborhood Watch:
 - i. Attend neighborhood watch meetings on a consistent basis.
 - ii. Provide analysis and documentation for neighborhood watch groups and participants to promote community education, safe neighborhoods, and safe driving.
 - iii. Initiate new neighborhood watch groups.
 - b. Coordinate neighborhood watch groups, meetings and activity with Sheriff's Office community engagement activities, and other positive community initiatives. In partnership with various elements of the community and law enforcement, identify and address crime and crime related issues and problems throughout Ypsilanti Township, including identifying and addressing root causes.
 - c. Work directly with various law enforcement units to address crime and crime related problems.
 - d. Share data and information with command, road patrol and investigators to help accurately focus agency resources.
 - e. Organize, attend and engage in community events.
 - f. Promote activities that support safe driving throughout Ypsilanti Township including organizing and supporting the Safe Routes to Schools Initiative.
 - g. Maintain, build upon, and utilize the Everbridge alert system and other social media.

- h. Maintain contact with local police agencies in nearby communities for crime trends and other pertinent information through direction of the Ypsilanti Twp Sergeant or Operational Lieutenant.
- i. Coordinate with and/or work as a part of the Community Engagement Division focusing on crime and crime related issues and their root causes.

ARTICLE II - COMPENSATION

During the term of this Agreement, the parties agree that the Township shall be responsible to pay the County for the price of the Community Service Officer including fringe and benefits. Using these rates, the 2024 annual price of the "CSO" shall not exceed a total of \$148,062.00, paid in monthly payments of \$12,338.50 per month, payable by the Township. The 2025 annual price of the "CSO" is a total of \$156,945.00, paid in monthly payments of \$13,078.75 per month, payable by the Township.

In addition to the compensation stated above, the Township shall also be responsible to pay for all overtime incurred by its contracted CSO while working on Township-related matters.

ARTICLE III - TERM

This contract begins on the date of this agreement and ends on December 31, 2025, *with an option to extend for two (2) additional one (1) year periods.*

ARTICLE IV - EQUAL EMPLOYMENT OPPORTUNITY

The County will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The County will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The County agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the County, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE V - EQUAL ACCESS

The County shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE VI - ASSIGNS AND SUCCESSORS

This contract is binding on the Township and the County, their successors and assigns. Neither the County nor Township will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE VII - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE VIII - CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the Township and the County, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE IX - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE X - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

ARTICLE XI – ELECTRONIC SIGNATURES

All parties to this contract agree that either electronic or handwritten signatures are acceptable to execute this agreement.

ATTESTED TO:
By: *Lawrence Kestenbaum* 04/15/2024
Lawrence Kestenbaum (DATE)
County Clerk/Register

WASHTENAW COUNTY
By: *Gregory Dill* 04/11/2024
Gregory Dill (DATE)
County Administrator

WASHTENAW COUNTY SHERIFF'S OFFICE YPSILANTI TOWNSHIP

By: *Jerry L. Clayton*
Jerry L. Clayton
Sheriff

By: *Brenda L. Stumbo* 03 / 26 / 2024
Brenda Stumbo (DATE)
Supervisor

By: *Heather Jarrell Roe* 04 / 02 / 2024
Heather Jarrell Roe (DATE)
Clerk

APPROVED AS TO FORM BY
BY: *[Signature]* 04/04/2024 For
LOU DANNER
Michelle K. Billard (DATE)
Office of Corporation Counsel

REVISED: 6/1/00