



City Council Chamber
129 W. Emerson St
Ithaca, MI 48847

**CITY OF ITHACA
City Council
Special Meeting Agenda
Tuesday, April 29, 2025 @ 5:30 PM**

1. Call to Order
2. Pledge of Allegiance to the American Flag
3. Approval of Agenda
4. Public Comments *(regarding items on the agenda only)*
5. New Business
 - a. Agreement for Law Enforcement Services Between the Gratiot County Sheriff's Office and the City of Ithaca
6. Public Comments *(regarding items on the agenda only)*
7. Adjournment

Cathy Cameron
City Clerk

AGREEMENT FOR LAW ENFORCEMENT SERVICES BETWEEN
THE COUNTY OF GRATIOT, THE GRATIOT COUNTY SHERIFF'S OFFICE AND
THE CITY OF ITHACA, MICHIGAN

This agreement is made and entered into this day of Nov 21, 2023 by and between the duly authorized agents of the County of Gratiot and the Gratiot County Sheriff's Office, collectively referred to as the "COUNTY" and the City of Ithaca, referred to as the "CITY".

WHEREAS, the County provides police protection to its residents, and provides for the enforcement of state and local laws, regulations and ordinances generally under the direction of the Gratiot County Sheriff's Office; and,

WHEREAS, the City, being able to realize substantial savings associated with the elimination of its police department and contracting for such services with the County under the terms of this Agreement, desires to contract with the County for law enforcement services as provided herein to provide police protection for the City; and,

WHEREAS, contracting with the County for these services has been a successful intergovernmental arrangement since March of 2013; and,

WHEREAS, the County is agreeable to continue 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 (Law Enforcement Services) for the purpose of enforcements of all State laws and City civil and traffic ordinances within and for the city. The law enforcement services shall be referred to as the "Ithaca Unit" and the patrol vehicle(s) assigned to the City of Ithaca are referred to as the "Ithaca Unit" vehicle(s). All deputies providing service under this Agreement shall be provided a copy of, or given access to, the City of Ithaca "Code of Ordinances" and it is understood that deputies providing service have access to other laws through Sheriff's Office resources. The City shall provide the services of the City Attorney, when applicable for the enforcement of these City ordinances, at the City's cost. The Lieutenant will consult with the City Manager before the services of the City Attorney are utilized. Any ordinance fines, restitution or fees collected on these cases, made to the County, will be transferred to the city.
2. The Law Enforcement Services to be provided by the County shall consist of furnishing the necessary certified deputies for a minimum of 24 continuous hours of full-time one-Officer coverage per day, seven days per week, within the City limits. Part-time deputies shall be utilized to backfill City patrols as needed, and during certain City events or weekends when mutually agreed upon by both parties. It is estimated this part-time amount could be up to 60-hours per week unless otherwise needed for extra law enforcement duties. The City shall have the right to increase or decrease the amount of coverage during the term of this agreement by giving a 90-day advanced notice or such other time as is mutually agreed upon to the County of its proposed coverage increases/decreases. Upon receipt of this notice, the parties shall agree upon any cost increases or decreases and such other desired changes as may relate to those increases/decreases. Such agreement shall be committee

to writing and shall become part of this agreement. The City shall pay the County for all "Ithaca Unit" deputy hours worked for City related law enforcement services as provided below.

3. The administration, assignment, discipline and enforcement of performance standards of the deputies assigned to the Ithaca Unit shall be the sole responsibility of the Sheriff's Office. The County is responsible for the payment of salaries, taxes, benefits, insurance premiums and other expenses related to the employees providing this service, its employees and agents. The City shall reimburse the County for the "Ithaca Unit" officers' wage package as agreed to. All parties providing law enforcement services hereunder shall be considered as independent contractors for the City and in no event do the parties intend, nor shall this contract be construed to create, an employer/employee relationship between the City and the Deputies providing services to the City under this agreement. In the event that one of the deputies regularly assigned to work for the "Ithaca Unit" is on leave, a suitable replacement will be assigned for that time period.
4. With notice to the City Manager, the County may temporarily modify work schedules as necessary to accommodate unusual circumstances, emergency situations, or other law enforcement requirements within the City. When such situations occur, the Sheriff or designee shall advise the City Manager or designee of the staffing modification as soon as practical. If these modifications are unacceptable to the City, then the City Manager will meet with the Sheriff or designee to arrive at a mutually acceptable solution.
5. The County shall purchase and own two patrol vehicles to be utilized for the City of Ithaca unless mutually agreed upon by both parties. The City shall pay a fixed fee of \$1,187.50.00 per month •per vehicle for the rental of and all-inclusive maintenance, mechanical and repair work for the vehicles. In addition, the only extra cost to the City for these vehicles will be the cost for gasoline which shall be \$1,000 per month. All other expenses for these vehicles shall be paid by the County. Also, if the City request an extra patrol vehicle to work in the city for a scheduled event, the County may charge a \$50.00 per day extra vehicle charge; this charge includes fuel cost.

As a general rule, the "Ithaca Unit" vehicle(s) will not be dispatched for duties outside the boundaries of the City of Ithaca. Nonetheless, as is the customary and longstanding practice of law enforcement agencies in providing mutual aid and support in the event of an emergency involving an imminent threat or danger; "Ithaca Unit" vehicles and personnel may be dispatched in the manner and for such reasons, and in a manner consistent with the current practice of the Sheriff's Office.
5. The "Ithaca Unit" position shall be considered a "special assignment" per contract and deputies shall be assigned to the unit by the Sheriff or designee. This assignment shall not be utilized as a disciplinary placement. Should an Ithaca Unit assigned deputy be unable to work for reasons of sick, vacation or other leave, another Ithaca Unit assigned deputy will be called in to work. Non-Ithaca Unit assigned deputies shall be utilized only in circumstances where the above are unable to work.
6. The County Sheriff's Office shall seek to hire part-time deputies to serve in a backup and extra patrol capacity in the service of law enforcement duties in the City.
7. The parties recognize that the transfer of equipment to the County as part of the original transition of services hereunder (including but not limited to the Ithaca Unit weapons, radios, etc.) enabled the

County to reduce the costs associated with the performance of its duties under this Agreement. Therefore, it is acknowledged that the transfer of equipment from the City to the County is part of the consideration of this Agreement. Said transfer of all equipment was for one-dollar and such other consideration as set forth herein. In the event this Agreement is terminated, the City shall have the right to repurchase all equipment transferred hereunder, for one dollar. The City also agrees to pay

the County for items and services specifically earmarked for the "Ithaca Unit" deputies which will be used for law enforcement services provided to the City.

8. The Sheriff or designee shall provide the City with a monthly written report of activity in providing the services under this Agreement. Reports shall include information such as the number of calls, types of calls, number of times the "city unit" left the city and for what purpose, number of traffic stops, number of citation/arrests, community police activities and other services provided hereunder. At a minimum, the Sheriff or designee will attend a City Council meeting quarterly or as needed.
9. The City shall continue to fund the wage and equipment costs for school crossing guards. The City will maintain its agreement with the Ithaca Public Schools to continue to fund one-half of these costs, on a reimbursement basis to the City. The County will conduct hiring and training of school crossing guards and deputies will assist with these activities as necessary.
11. The city shall pay for half the annual salary of the Sheriff's Office Lieutenant position that serves as road patrol commander, will oversee the day-to-day operation of the Ithaca Unit and will act as the liaison to the City. If the assigned lieutenant is replaced due to turn-over or any other reason, with a lower-paid employee the county shall adjust this portion of the contract to reflect the change in compensation.
12. The Sheriff shall give prompt consideration to all requests of the City Manager regarding the delivery of general law enforcement services, including staffing assignments, and make every reasonable effort to comply with those requests consistent with good law enforcement practices and other provisions of this Agreement. To facilitate the timely exchange of such information between the City and the County, the parties hereto shall meet from time to time to discuss performance issues under this Agreement and the attendees shall include the City Manager, the Sheriff or designee, and a designated City Councilperson.
13. The City shall have the right to discuss with the County issues of concern related to matters covered under this Agreement. However, the manner or rendition of services, the standard of performance, the discipline of employees and other matters incident to the performance of services, including control of personnel so employed, shall remain under the exclusive control of the Sheriff. The Sheriff shall, however, give consideration to the requests of the City Manager, which may relate to the performance of services under this Agreement. In the event of a dispute between the parties as to the duties and functions to be rendered or the manner of their performance, the parties shall use their best efforts to arrive at a consensus and either party will meet upon request of the other within three days of such request.
14. The County shall defend, indemnify and hold harmless the City, its agents, officers, Councilpersons and employees for any liability for injury to or death of any person or damage to or loss of any property caused by any negligent or wrongful act or omission occurring in the performance of this Agreement by the County, and City shall defend, indemnify and hold harmless the County, its agents, officers and employees for any liability for injury to or death of any person or damage to

or loss of any property caused by any negligent or wrongful act or omission occurring in the performance of this Agreement by the City.

An exception to this clause is in the case of courtesy public automobile door unlocking, where the City agrees to accept all liability related to this activity, holding the County, its agents, officers, commissioners and employees harmless related to any such activity and damage, injury or death caused by said activity. A waiver form will be used in the case of these situations, where the individual requesting the door unlocking will be required to first sign, waiving the City and County from all liability related to said activity.

15. The City, through its City Manager, shall have access to non-privileged and non-confidential reports and other documents pertaining to the services provided hereunder and within the scope of Michigan or Federal law.
16. Notices given to parties under this Agreement shall be deemed given when personally delivered, sent and delivered by United States Certified Mail, postage prepaid, return receipt requested and addressed as follows:

County of Gratiot	City of Ithaca
Sheriff	City Manager
226 E. Center Street	129 W. Emerson Street
Ithaca, MI 48847	Ithaca, MI 48847
17. No waiver with respect to one covenant, term or condition shall be deemed to constitute a waiver of any other covenant, term or condition.
18. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective governing boards successors, assigns and legal representatives.
19. This Agreement contains all agreements of the parties with respect to any matter mentioned herein. No other prior agreements of the parties with respect to any matter mentioned herein exist. This Agreement may only be amended in writing signed by the parties.
20. The invalidity of any provisions of this Agreement shall not affect the validity of any other provision hereof.
21. The City is solely responsible for and agree to pay for such law enforcement services and equipment as follows:

January 1, 2024 through December 31, 2024; fixed fee of \$ 39,074.18 per month

January 1, 2025 through December 31, 2025; fixed fee of \$ 40,700.15 per month

Said monthly payments shall reflect wage and benefit adjustments negotiated under the Sheriff's collective bargaining agreement and include vehicle(s) costs as described in Item 5.

In the event of unanticipated assessed costs, expenses or events, the parties recognize that additional sums may be required to compensate the County for such services rendered. In such case, the parties agree to meet at reasonable times to discuss and agree upon such additional sums that may be due hereunder. Under no circumstances will costs exceed those directly attributable to the operation of the "Ithaca Unit", plus standard administrative overhead charge.

22. City Manager and County Administrator shall meet by January 15th of each year to reconcile actual expenses to the payments for the life of the contract. If it is found the city overpaid, the overpayment shall be applied to the current year's contract or refunded if there is no longer a contract.
23. The City shall have the right to renew the contract at the end of its term provided that:
- a) The City has expressed its intent to renew in writing, not less than six (6) months prior to the expiration of this Agreement.
 - b) The County is agreeable to a renewal.
 - c) Rates for the new agreement can be agreed upon between the parties.
24. Either party may terminate this Agreement with a prior six (6) month written notice.
25. Each person executing this Agreement on behalf of his or her respective entity warrants that he or she is authorized to execute and deliver this Agreement on behalf of that party and that such party shall be bound by its terms.
25. The parties hereto agree that the provisions of the Agreement will be construed pursuant to the laws of the State of Michigan. To the extent permitted by law, the venue for any legal proceedings involving this Agreement shall be in Gratiot County, Michigan.

The term of this Agreement shall be from January 1, 2024 through December 31, 2025, unless terminated earlier as set forth herein.

CITY OF ITHACA

By: Brett Baublitz

Brett Baublitz, Mayor

By: Jamey Conn

Jamey Conn, City Manager

GRATIOT COUNTY

By: Dave Owens

Dave Owens, Chair

By: Michael Morris

Michael Morris, Sheriff

By: Chris Osterhoff

Chris Osterhoff, Administrator