



Manistee County Board of Commissioners

Manistee County Courthouse • 415 Third Street • Manistee, Michigan 49660

CHAIRPERSON
Allan O'Shea
VICE-CHAIRPERSON
Edward Haik

Ken Hilliard
Ervin Kowalski
Jim Krolczyk
Glenn Lottie
Carl Rutske

CLERK

Marilyn Kliber
(231) 723-3331

CONTROLLER/ADMINISTRATOR

Thomas Kaminski
(231) 398-3500

DRAFT

PUBLIC SAFETY COMMITTEE

Friday, June 4, 2010
8:30 A.M.

Manistee County Courthouse & Government Center
Board of Commissioners Meeting Room

REPORT

Members Present: Edward Haik, Chairperson; Allan O'Shea; and Carl Rutske

Members Absent: None

Others Present: Thomas Kaminski, County Controller/Administrator; Dale Kowalkowski, Sheriff; Lt. Ken Falk, Emergency Management Coordinator; Bruce Schimke, Maintenance Supervisor; Ken Grabowski, Manistee News Advocate; Ford Stone, Prosecuting Attorney (8:50 - 9:00 A.M.); and Rachel Nelson, Administrative Secretary

The meeting was called to order at 8:30 A.M.

ITEMS REQUIRING BOARD ACTION

Sheriff Kowalkowski presented the Document Retention Schedule (APPENDIX A). The document outlines the length of time that various records are required to be kept. Once approved by the County Board, the document needs to be approved by the State.

Mr. O'Shea recommended that the Document Retention Schedule for the Manistee County Sheriff's Office be approved and that the Chair be authorized to sign the document. No alternative recommendation was proposed.

Sheriff Kowalkowski presented two Police Protection Agreements with the Sheriff's Office - one with Pleasanton Township and one with Arcadia Township (APPENDIX B). The Sheriff has similar agreements with most of the other townships in the County.

Mr. Rutske recommended that the Police Protection Agreements between the Sheriff's Office and Pleasanton Township and between the Sheriff's Office and Arcadia Township be approved and that the Chair be authorized to sign both agreements. No alternative recommendation was proposed.

ITEMS NOT REQUIRING BOARD ACTION

Sheriff Kowalkowski presented a proposed Special Deputy Agreement with the Charter Township of Filer (APPENDIX C). The agreement would swear in Ronald Gutowski and Kevin Skipski as Special Deputy Sheriffs to perform liquor inspections in the Charter Township of Filer. Mr. Haik stated that Mr. Bjorkquist performs this function in Manistee Township and he is not a Special Deputy Sheriff. Mr. Haik was also concerned about liability. Sheriff Kowalkowski pointed out Section 2-1 of the proposed agreement, which addresses liability and would hold the County harmless. Mr. Stone was asked to join the meeting to address this issue

since he helped draft the agreement. Mr. Stone indicated that the County could not be held responsible for Mr. Gutowski and Mr. Skipski's actions in their roles as Special Deputy Sheriffs due to Section 2-1 of the agreement. Mr. Stone added that this clause is common in agreements and is allowed by law under the Urban Cooperation Act. The Committee still had concerns regarding the agreement and decided to table the issue until next month's meeting. Sheriff Kowalkowski will see if representatives from the Charter Township of Filer would be able to attend the meeting to explain their reasoning for the agreement.

The Sheriff informed the Committee that the State has paid the 2009 marine patrol reimbursement. This amounts to \$35,802, which is 60% of the marine patrol expenses from 2009. Mr. Kaminski noted that he recently spoke with two Coast Guard investigators, and they thought very highly of Manistee County's marine patrol.

Lt. Falk stated that there was a fire in Bear Lake on June 3, 2010, on 10-15 acres of DNRE property. The fire has been contained, but Lt. Falk noted that he would like to improve communication between local fire departments, the Emergency Management Coordinator and the DNRE. This will help with the process when incidents occur that involve the DNRE.

Mr. Schimke informed the Committee that the Courthouse security project is almost complete. There have been a few corrections, but the project is still within budget.

Bids have been advertised locally and in plan rooms across the State for the Jail expansion project. There will be a walkthrough on June 9th with bids due on June 17th. A Special Board Meeting will be held on June 29, 2010 to discuss recommendations on the bids. A delinquent bond tax sale will be held on June 9, 2010, which will help fund the project. It was noted that a local contractor that was hoping to bid is not able to, however, several local subcontractors will be bidding. Mr. Kaminski added that Mr. Schimke is an asset to the County because he makes sure that projects are completed correctly.

Mr. Schimke stated that he found a company in Alabama that he has been able to purchase 100 fob keys for the current security lock system at the Courthouse & Government Center. This company may also be able to provide parts for the system.

The meeting adjourned at 9:30 A.M.

Edward Haik, Chairperson

Allan O'Shea, Commissioner

Carl Rutske, Commissioner

State of Michigan
Department of Management and Budget
Records Management Services
P.O. Box 30026
Lansing, MI 48909

RECORDS RETENTION AND DISPOSAL SCHEDULE

CHECK APPLICABLE: <input checked="" type="checkbox"/> COUNTY <input type="checkbox"/> CITY <input type="checkbox"/> VILLAGE <input type="checkbox"/> TOWNSHIP <input type="checkbox"/> COURT <input type="checkbox"/> SCHOOL DISTRICT <input type="checkbox"/> OTHER		APPROVALS (SIGNATURES)	
GOVERNMENT UNIT NAME: MANISTEE COUNTY		AGENCY REPRESENTATIVE 	DATE 9/14/10
DEPARTMENT NAME: MANISTEE COUNTY SHERIFF'S		DEPARTMENT OF MANAGEMENT AND BUDGET, RECORDS MANAGEMENT SERVICES	DATE
OFFICE		DEPARTMENT OF NATURAL RESOURCES, ARCHIVES OF MICHIGAN	DATE
The records described herein are deemed necessary: (1) for the continued effective operation of this agency; (2) to constitute an adequate and proper recording of its activities; and (3) to protect the legal rights of the government entity and of the people of Michigan. This Retention and Disposal Schedule meets the administrative, legal and fiscal requirements of this agency. NOTE: This schedule must be signed by all approving entities before the agency disposes of any records.		STATE ADMINISTRATIVE BOARD	DATE

ITEM NUMBER	RECORD/RECORD SERIES TITLE AND DESCRIPTION	RETENTION PERIOD
	The attached schedule is an entirely new schedule for our department	

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MANISTEE COUNTY SHERIFF'S OFFICE
RECORDS AND DISPOSAL SCHEDULE

Animal Control

CR+7

These records document activity associated with animal control. They may include transactions, receipts, complaints, desk logs, euthanasia logs, research animal logs, road logs, stray animal logs, tranquilizer logs, warning notices, waivers, wildlife logs, and ledgers from money collected through licenses and fines.

Animal Control – Citations

CR+3

These records document the issuance of animal control citations. If the citation is not paid, these records are passed on to the district court so a warrant or fine can be issued.

Animal Control – Dog License Database

CR+7

This database tracks dog licenses. Information may include money paid, license number, dog name, dog history, owner name and contact information.

Accounts Receivable Records

CR+6

These records document money received for restitution payments and may include transactions and daily balances.

Administrative Training Schedule

CR+5

This record documents in-house and external training. It lists the date, course title and training hours the officer received.

American Disability Act (A.D.A.) Files

CR+3

These files document compliance with the American Disability Act. They may contain employee medical records, criminal history checks, background checks, driving record, workers compensation information, disability information, credit report, etc. ACT=While employed.

ACT - Active CR - Creation EXP - Expiration FY - Fiscal Year SUP - Superseded
FVT - Event DISP - Immediate Disposal

]

Annual Reports

PERM

This is the Agencies copy of the annual report that is submitted each year to document what activities and events have taken place.

Background Checks

CR+1

These records document background checks that are used to determine if an individual has committed any previous crimes.

Bank Statements

CR+6

These statements are used to document money that is received and then deposited for preliminary breath tests, vehicle fines, bonds, etc.

Bond Receipts

CR+1

These receipts document the payment of bail bonds. Bail bond receipts are written into a bail bond receipt book. The original is given to the payee and the agency retains a copy. Once the bond is sent to the proper court and receipted they forward a copy back to the agency and a copy is retained in the inmates file.

Budget Information

CR+3

These records are used to develop annual budgets. They identify the amount that was requested and eventually approved. The documents may include proposals, salary information, projected overtime reports, vehicle and equipment needs/assessments.

Building Plans

PERM

These documents are used to construct and maintain buildings and other infrastructure. They may include blue prints, building plans, drawing plans and diagrams of the office/jail.

Complaints – Internal

PERM

These records document any internal incidents that involve officers. They document what action, if any, was taken.

Evidence Property Records

CR+75

These records document what has come into, and left, the evidence storage area. They identify the receipt number, case number, complaint number, and may or may not include individual forms, logs, spreadsheets or databases.

Expunged Records Information

CR+3

These records document what records have been expunged. They may contain the name, charge, date and related correspondence.

Federal Firearms License (FFL) Application

ACT

These records are a "snap out" of the registration form (ATF-Form 8 part II) completed by licensed firearm dealers and forwarded to the federal government. ACT=While dealer license is in force.

Fingerprint Cards

CR+75

The RI-07 "Arrest/Fingerprint Cards" are used to submit fingerprints to the Michigan State Police pursuant to P.A. 289 of 1925, there are numerous other laws that also require the submission of fingerprints.

Freedom of Information Act (FOIA) Requests

CR+1

This file will document any requests for information or public records. They may include requests for information, correspondence, a copy of the information released, and billing information.

Gem Dealer Information

CR+1

P.A. 95 of 1981 requires dealers of precious metal or gems to register with local law enforcement and to supply transaction information regarding sales to police agencies. MCL 445.484 authorizes destruction of the transaction records after 1 year, if there is no investigation on the precious items involved in the transaction.

General Orders and Policies

PERM

These records document internal policies, general orders and department orders issued by the Sheriff. They may contain official bulletins that are used to convey information to the administrative staff, deputies, officers and jail staff.

Grant Records

ACT+7

These records may contain the application, financial reports, progress reports and final reports for grants received. The grants may include, but are not limited to UHP-COPS, SE GRANT, DARE Program, MARINE, Training grants, equipment grants, federal grants, matching grants, etc. ACT=Until grant is closed by the grantor.

Grievance Files

CR+7

These are copies of grievances filed against union contracts.

Identification Database/Image System

CR+75

This is an automated system used for capturing the fingerprints of individuals. Some systems may also have the ability to capture a digital photograph of the individual link the photo to the prints. The system may be capable of submitting this information electronically to the Michigan State Police. The systems are also used as a visual aid in tracking the movement of inmates. Pictures may be produced from the system and affixed to folders or various paper work as needed. Retention reflects the need to migrate data from one system to the next.

Incident Reports – Homicide

PERM

These reports document homicide incidents. These records are typically filed according to the number assigned by the central dispatch. These records may include copies of UD-10's "Uniform Traffic Crash Report," computer printouts, written reports, statements photos, negatives, crime lab reports, copies of warrants, affidavit of warrant, DI-177 "Breath, Blood, Urine Test Report," DI-93 "Refusal to be Tested," LEIN breath entry, Blood Alcohol Content report, Blood Alcohol Content Data Master, supplemental reports, court disposition, receipts, OUIL cost recovery, case logs, discovery request, attorney request, affidavit for search warrants,

homicide reports, liquor inspection reports, driver re-exam request and diagrams.

Invoices -- Original

CR+3

These records document invoices that are generated by the department for false alarms, inmate meals, police contract services, overtime and licenses.

Job Applications-Not Interviewed/Not Hired

CR+1

These files, from individual applicants who were not interviewed, may include resumes, applications, and supporting documents.

Job Applications-Interviewed/Not Hired

CR+2

These files, from individual applicants who were interviewed, but not hired, may include resumes, applications, and supporting documents.

Job Descriptions

SUP

These records document job classification systems and positions. They may include research, surveys, or reviews done to create job descriptions, as well as job classifications and selection criteria. Job descriptions may include a summary of responsibilities, functions, applicant.

Juvenile Arrest Records & Fingerprint Cards

ACT

These records are used to aid tracking of juveniles. They may include a physical description of the youth, name, date of birth, date of emancipation, charge, disposition, photographs, fingerprints, court records, witness reports, incident reports, etc. ACT = Until the juvenile's 17th birthday.

Litigation Files

ACT+10

These files document any litigation to which the department or an officer is a party. They may include depositions, transcripts, decisions, correspondence, data, exhibits, research materials, reports, press releases, media clippings, etc. ACT=Until case is closed.

Letters of Clearance

CR+1

Letters are issued by an agency to a private citizen to show no criminal activity within the community.

Liquor Inspection Records

CR+3

These records document establishments that sell or serve liquor. They contain quarterly inspection reports completed by officers pertaining to the named establishment.

Liquor License Establishment Records

ACT

These files are used to monitor licenses issued to liquor establishment. They may include a copy of the actual liquor license that is issued by the Michigan Liquor Control commission, drawings, background information, tax information, bank statements, birth certificates, LEIN printouts, I Chat responses, Auto-Track reports. ACT = While the establishment is in business.

Mutual Aid Agreements

ACT+10

These are agreements executed between the department and other agencies to provide mutual support as needed during a crisis or emergency. ACT=While the agreement is in place.

Officer Dailies

CR+3

These are daily activity logs of road patrol and animal control officers.

Officer Field Training Observations (FTO)

EVT+2

These records are completed during a new officer's training period. They document their performance, and areas needing improvement during their probation period after being hired. They may include copies of dailies, daily observations, weekly summaries, road logs, tickets, UD-10's, case reports, warrants, property receipts, etc. EVT=When the probation period ends.

Officer's Monthly Activity Evaluation

CR+2

This is a summary of activity for the month, by officer, completed from information gathered from the dailies completed by patrol officers.

Outside Employment Form

ACT

This is a form completed by employees who have a second job. It is authorized by the agency and used to identify any conflicts of interest. ACT-While employed by the department.

Overtime/Payroll Timesheets

CR+5

The overtime records document overtime used/submitted by officers. The payroll timesheets are copies that are completed and forwarded to the payroll office. They are used to resolve any immediate issues with pay.

Pawn Shop Slips

CR+3

These reports are completed by pawnshops and are submitted to the department pursuant to P.A. 231 of 1945. They are used to aid in recovering stolen material.

Personal Protection Orders (PPO)

EXP

These records are copies of personal protection orders issued by the court. EXP. = Until the expiration date on the PPO.

Personnel Information Records/Personnel Files

PERM

These records are used as a reference tool for identifying employee badge number, FOIA number, MITN number, phone number, address, seniority, hire date, termination date, birthdays, etc. These files also contain records that document all human resource related transactions that occurred during the employee's period of active employment. They are used to record employee performance and remuneration, maintain current contact information, and keep track of employee benefits (including retirement). They may include applications, awards, evaluations, training certificates, personal change forms, second job notifications, grievances, fingerprint cards, photo, ID cards, etc. ACT=While employed by the department.

Pistol Purchase Permits/Registrations

CR+6

These records document individuals who apply for a Pistol Purchase Permit and individuals who have applied/passed and purchased a pistol. The records would include copies of the RI-010 "Purchase Permit" and the RI-11 "Safety Inspection Forms" that are forwarded onto Michigan State Police (MSP) for registration and permanent retention. MCL 28.429 states that the RI-11 that is forwarded to the MSP is the permanent official record, and that the local agency shall retain a copy. MCL 28.422 requires that the RI-010 be kept for a period of 6 years by the local agency as the official record. These records may also include the RI-9 "Dealer Application & License to Purchase." These are not C.C.W. "Carrying Concealed Weapons" records. C.C.W. records are maintained by the County Clerk. The pistol test form should not be retained. Local agencies should never have any RI-60 "Pistol Sales Record" on file.

Position Interview Questions

SUP

These documents contain a list of questions associated with the job descriptions. They are updated as the job descriptions are updated. The questions are used in the interview process to assure the same questions are asked to all candidates. SUP=Until questions are superseded.

Promotion Interview Questions

SUP

These records contain information associated with the job descriptions. They are updated as the job descriptions are updated. The questions are used in the interview process to assure the same questions are asked to all candidates. SUP = Until questions are superseded.

Promotional Results

CR+3

These records contain information associated with test scores, test sheets, order of ranking, results if offsite testing, etc. ACT = While test are active.

Receipt Books

CR+3

These books are used to document money received for preliminary breath tests, vehicle fines, bonds, etc.

Records Management Database System

CR+25

These systems are often used to track information associated with case processing, accident processing, dispatch, gun permits, gun registration, wants/warrants, jacket processing, public safety inquiry, jail inquiry, court inquiries, subpoenas, tickets/citations, prisoner locations, non-inmate cash receipt, financial systems, case reporting, accident reporting, outstanding receipts, incident numbers, offense, officer, date, case disposition, location, property records, receipts, vehicle records, evidence logs, abandoned vehicles, miscellaneous registrations, background checks and permits. These systems may be linked to other systems such as the L.E.I.N. or M.I.C.R. systems. Retention reflects the need to migrate images from one system to the next.

Ride Along Waiver

CR+1

This is a waiver of liability signed by a citizen who rides with the deputies. It is used to document the date and the name of the person who participated.

Roll Call/Check Off Sheets

CR+5

These records document who is on duty each day when roll call is taken.

Sex Offender Address Verification

SUP

These are copies of the DD-4 "Michigan Sex Offender Registration" form that is required by P.A. 295 of 1994 to register sex offenders. Information is entered into the L.E.I.N. "Law Enforcement Information Network," and used to track the location of these offenders. SUP=Most recent Registration.

Subpoenas

CR+1

These are copies of subpoenas received to appear in court or requesting for information.

Tickets/Citations

CR+3

These are the officer's copy of traffic citations that are issued. They are filed by issuing officer and by year. They are used by the officer when reporting to court to respond to the citation that was issued.

Ticket/Citation Book Receipts

CR+2

This record contains the ticket/citation numbers for the book and the officer that it was assigned to.

Training/In-house Training Files

ACT+7

These records are used to document what training officers have received. They may contain training schedules, certificates, course descriptions and receipts. ACT = While employed by the department.

Training Fund

CR+5

These records document money available and spent from the training fund.

Video Tapes

CR+1

These videotapes are used in patrol cars and document stops or incidents. The tapes are cleared and reused on a regular basis. Tapes that involve incidents that may go to court are not erased until the action is resolved.

Warrants

ACT

Warrants are issued by the court/prosecutor. They may include orders for release, protective conditions, case sheets, L.E.I.N. printouts, and Warrant/Vehicle Worksheets. They are active until the suspect is arrested or recalled by a court. They are used to verify LEIN entries when audited. After the individual is arrested they are forwarded to the arresting authority or prosecutor. ACT=While warrant is active and still in L.E.I.N.

JAIL RECORDS

Jail – Booking Center Log

CR+7

These records document jail inmate counts.

Jail – Check Logs

CR+4

These logs document the hourly checks performed by corrections officers to confirm inmate counts and locations.

Jail – Daily Count Summary

CR+1

This log is compiled daily and summarizes the hourly check log that verifies inmate counts.

Jail – Daily Work Schedules

CR+3

These records document the actual time worked by jail deputies.

Jail – Facility Management Software – Data

CR+25

This system is used by corrections officers to monitor and maintain the security of the jail – It may have the ability to monitor door activity, inmate activity, inmate movement throughout the facility, video/audio monitoring of inmates/facility, etc. Retention reflects the need to migrate data from one system to the next.

Jail – Housing Report

CR+1

These records are used to count the number of inmates being housed.

Jail – Incidents

CR+10

These records are produced from the jail management information system. Each incident is assigned a number. The records document what happened, when, and what disciplinary action was taken.

Jail – Inmate Bank Reconciliation Statements

CR+6

These records contain bank statements for inmates. They are used to reconcile accounts for charges associated with housing costs.

Jail – Inmate Claim for Reimbursement of Booking Fee

CR+6

These records are used to document the process of returning money collected for the booking fee, if the accused was found to be innocent.

Jail – Inmate Hygiene Kit Log

CR+1

This log documents that the inmate received his/her personal hygiene kit.

Jail – Inmate Jackets

EVT+10

These files may contain the following inmate records: intake record, booking card, medical review information, mug shot, classification documents, classification review documents, defendant's sentencing record, orientation check sheet, fingerprint card, medical and financial release forms, primary classification, inmate property release form, transfer to prison, official court documents, inmate release form, arrest card, writ papers, visitation authorizations, weekend work agreements, time cards, commitments, library requests, correspondence, incidents, disciplinary action, bonds, mental health forms, kites, warrants, haircut requests, extradition paperwork, Blood Alcohol Content reports, etc. The records are filed by inmate number. If an inmate returns, they are re-issued the original number. Some folders may contain information about multiple arrests for the same individual. EVT. – Date released from facility

Jail – Inmate Medical Records

CR+5

These records are created and maintained by the jail doctor. They may contain the following documents; inmate release records, medical notes, health appraisal, medical questionnaire, medical sheets, medical requests, x-rays, test results, and prescriptions issued. The files are closed when an inmate is released. All inmates are (re)evaluated when imprisoned.

Jail – Inmate Property Intake/Release Card/Form

CR+1

These records document personal property removed from an individual being held in a county facility or released and may include personal history information.

Jail – Inmate Receipts

CR+1

These are receipts for money received from inmates associated with bond fees, work release and weekender passes.

Jail – Inmate Request Forms (“Kites”)

CR+2

These forms document requests from inmates to the jail staff, and the response from the department.

Jail – Inmate Social Security Information

EVT+10

These reports document any money that is received from social security for inmates. It is reported back to the federal government. EVT. = Date released

Jail – Inmate Trust Fund

CR+6

These records document any/all monies spent/deposited by inmates into their own trust fund. They may include: commissary records, booking fees, invoices, daily balances, invoices indigent, haircut lists, check statements, voided checks, bond fees, weekly transaction statements, credit bureau housing fees, restitution payments, deposit books and cleared checks.

Jail – Inspection

CR+1

The Michigan Department of Corrections conducts annual inspections of each jail.

Jail – Jail Population Information System (JPIS) Reports

CR+2

The Jail Population Information System is maintained by the Michigan Department of Corrections. It is used to tabulate data from all counties on inmate counts, types of crimes, release information, and sentencing

information. These reports are monthly summaries produced from the system.

Jail – Midnight Count

CR+2

These records are submitted to the State of Michigan to document the number of inmates admitted, released, males, females, and status of sent/unsent. These records may include both daily and monthly summaries.

Jail – Ministry Volunteer Applications

CR+1

These signed waivers are for people who volunteer their time to counsel inmates. Examples may include AA counselors, clergy, etc.

Jail – Overtime Sign up Sheet

CR+2

Corrections officers may sign up for available overtime. These sheets identify the officer's name, date available, etc.

Jail – Pass on Books

CR+2

These records document the hourly inmate counts and log each inmate's movement within the facility.

Jail – Transmittal of Booking Fees

CR+6

P.A. 124 of 2003 requires that \$2.00 of the \$12.00 fee that is collected for booking be submitted to the State of Michigan, and be deposited in a training fund. The Michigan Department of Treasury Form 4147 (2-04) "Local Corrections Officers Training Fund" is used to submit the money collected each quarter, and documents the number of bookings that took place during that quarter.

Jail – Visitor Log

CR+2

This log documents individuals who enter the jail to visit an inmate or to perform a professional service, such as clergy, lawyers, maintenance workers, etc.

**AGREEMENT FOR POLICE PROTECTION: PLEASANTON TOWNSHIP,
MANISTEE COUNTY, MICHIGAN**

This agreement, made and entered into this 12 day of May, 2010, by and between the Township of Pleasanton of 8958 Lumley Rd; P.O. Box 145 Bear Lake, Michigan (hereafter the "Township") and the County of Manistee of 415 Third Street, Manistee, Michigan (hereafter the "County");

RECITALS:

WHEREAS, the maintenance and enforcement of law and order, and thus the preservation of the health, safety and general welfare of the residents of the Township, are of the utmost importance to the Township; and

WHEREAS, the Township wishes to call upon and contract with the County to obtain and secure the performance of law enforcement services during the Manistee County Sheriffs regularly scheduled road patrol periods; and

WHEREAS, such contracts are authorized and provided for by the provisions of 1945 PA 246, as amended (MCL 41.181)

THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I
SERVICES TO BE PROVIDED

- 1-1 The County agrees to provide, through the County Sheriff, at no cost to the Township, police protection and other law enforcement services within the geographical boundaries of the Township in the manner hereinafter set forth.
- 1-2 Except as may otherwise be hereinafter set forth, such police protection provided shall encompass the duties, responsibilities and functions within the jurisdiction of, and customarily rendered by the County through the County Sheriff under the Constitution and laws of the State of Michigan, the ordinances of the Township as Applicable;
- 1-3 Specifically, the police protection services provided pursuant to this Agreement shall be for the purposes of enforcing the Township of Pleasanton ordinances;

**AGREEMENT FOR POLICE PROTECTION: PLEASANTON TOWNSHIP
MANISTEE COUNTY, MICHIGAN**

- 1-4 The County, through the Manistee County Sheriff, shall furnish all labor, supervision, equipment, communication and dispatching facilities, and supplies necessary to provide and maintain the level of service to be rendered to the Township pursuant to this Agreement, provided, however, that notwithstanding anything to the contrary herein, County or Sheriff shall not be required to hire additional officers, assign overtime to existing officers or increase or maintain the current level of police protection and law enforcement services in order to fulfill its obligations under this agreement, it being the parties' intent that all decisions regarding level of staffing and assignment of duties shall remain solely within the sound discretion of the County and Sheriff and that all police protection and law enforcement services be provided to the Township pursuant to this Agreement shall be on an "as and when available" basis;
- 1-5 The County and Sheriff shall maintain the responsibility for all supervisory functions including but not limited to, the deployment of personnel, the standards of performance and the discipline of officers.
- 1-6 Preference shall be given to enforcement of Township ordinances as follows:
- (a) The police protection provided pursuant to this Agreement shall be to enforce state laws and Township and County ordinances, where applicable. When an arrest or the issuance of a civil infraction citation may be effected pursuant to either a state statute or a County or Township ordinance, such arrest or issuance shall be made pursuant to Township ordinance, where appropriate.
 - (b) The Township shall furnish the County and Sheriff with copies of applicable Township ordinances, as well as all amendments thereof when and as they become effective.
 - (c) Arrests or civil infraction citations effected pursuant to Township ordinances shall be prosecuted by the Township attorney and any costs or fines collected as a consequence of a conviction so prosecuted shall be paid over to the Treasurer of the Township as provided by law.

ARTICLE II LIABILITY

- 2-1 Neither party to this agreement, its officers, employees or agents shall be liable for intentional or negligent acts of the other party or any officer, employee, or agent thereof. Each party shall hold the other party harmless from damages, including the actual costs and fees incurred due to litigation, resulting from a party's own intentional or negligent acts or those of any officer, employee or agent of that party.
- 2-2 The Township shall not be liable for compensation or indemnity to any County or Sheriff Department employee for injury or sickness arising out of his or her employment while performing services under this Agreement, and the County and hereby agrees to hold the Township harmless against any such claims.

**AGREEMENT FOR POLICE PROTECTION: PLEASANTON TOWNSHIP
MANISTEE COUNTY, MICHIGAN**

2-3 The Township agrees to hold the County and its Sheriff harmless against any claim or liability specifically arising out of the otherwise lawful enforcement of a Township ordinance held to be unconstitutional.

ARTICLE III TERM

3-1 Unless terminated as herein provided, this Agreement will be effective from the date executed by both parties and will continue in effect for a term of one year after that date, and thereafter for consecutive one-year periods, unless terminated at the end of any such term pursuant to a notice given by either party to the other party at least ninety (90) days prior to the end of that term, or at such time as may be mutually agreed.

3-2 Notwithstanding any other provisions herein, in the event the Township establishes its own police force, or establishes police force jointly with any other municipal entity, or otherwise secures additional police protection services, the Township may terminate this Agreement upon written notice to the County not less than sixty (60) days prior to the effective date of such termination.

ARTICLE IV NON-DISCRIMINATION

4-1 The parties agree that neither will discriminate against an employee or applicant for employment of either party with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of a handicap that is unrelated to the individuals ability to perform the duties of a particular job or position or because of race, color, religion, national origin, age, sex, height, weight or marital status.

ARTICLE V GENERAL PROVISIONS

5-1 This Agreement represents the total agreement between the parties and may be amended only in writing by mutual consent of both parties.

5-2 Any notices or communications shall be sent by first-class mail to the following parties and addresses:

For Township: Township Supervisor
Pleasanton Township Hall
8958 Lumley Rd.
P.O. Box 145
Bear Lake, MI. 49614

For County: Manistee County Sheriff
1525 E.Parkdale Ave.
Manistee, MI. 49660

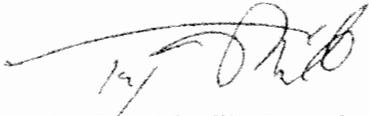
**AGREEMENT FOR POLICE PROTECTION: PLEASANTON TOWNSHIP
MANISTEE COUNTY, MICHIGAN**

With Copy to: Manistee County Prosecuting Attorney
415 Third St.
Manistee, MI. 49660

5-3 The waiver by either party of any breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach of the same or any other provisions of the Agreement by either party.

IN WITNESS WHEREOF, the parties have executed this Agreement with the intent That it be effective on the day and year stated in the commencement.

PLEASANTON TOWNSHIP



By: Tony Merrill - Supervisor
Township of Pleasanton

By: Dale Kowalkowski
Manistee County Sheriff

BY: Allan O'Shea
Chair Manistee County Board of Commissioners

**AGREEMENT FOR POLICE PROTECTION
(ORDINANCE ENFORCEMENT SERVICES)
BETWEEN ARCADIA TOWNSHIP AND
MANISTEE COUNTY, MICHIGAN**

This agreement, made and entered into this 13th day of MAY, 2010, by and between the Township of Arcadia of 3422 Lake Street, Arcadia, Michigan (hereafter the "Township") and the County of Manistee of 415 Third Street, Manistee, Michigan (hereinafter the "County");

RECITALS:

WHEREAS, the maintenance and enforcement of law and order, and thus the preservation of the health, safety and general welfare of the residents of the Township, are of the utmost importance to the Township; and

WHEREAS, the Township wishes to call upon and contract with the County to obtain and secure the performance of certain law enforcement services relating to Township ordinance enforcement during the Manistee County Sheriffs regular scheduled road patrol periods; and

WHEREAS, such contracts are authorized and provided for by the provisions of 1945 PA 246, as amended (MCL 41.181);

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

**ARTICLE I
SERVICES TO BE PROVIDED**

1-1. The County agrees to provide, through the County Sheriff, at no cost to the Township, police protection and other law enforcement services within the geographical boundaries of the Township in the manner hereinafter set forth.

1-2. Except as may otherwise be hereinafter set forth, such police protection provided shall encompass the duties, responsibilities and functions within the jurisdiction of, and customarily rendered by the County through the County Sheriff under the Constitution and laws of the State of Michigan, the ordinances of the County, and the ordinances of the Township as applicable.

1-3. Specifically, the police protection services provided pursuant to this Agreement shall be for the purposes of enforcing the Township of Arcadia ordinances.

1-4. The County, through the County Sheriff, shall furnish all labor, supervision, equipment, communication and dispatching facilities, and supplies necessary to provide and maintain the level of service to be rendered to the Township pursuant to this Agreement; provided, however, that notwithstanding anything to the contrary herein, the County or Sheriff shall not be required to hire additional officers, assign overtime to existing officers, or increase or maintain the current level of police protection and law enforcement services in order to fulfill its obligations under this Agreement, it being the

parties' intent that all decisions regarding level of staffing and assignment of duties shall remain solely within the sound discretion of the County and the Sheriff and that all police protection and law enforcement services to be provided to the Township pursuant to this Agreement shall be on an "as and when available" basis.

1-5. The County and Sheriff shall maintain the responsibility for all supervisory functions including but not limited to, the deployment of personnel, the standards of performance and the discipline of officers.

1-6. Preference shall be given to enforcement of Township ordinances as follows:

- (a) The police protection provided pursuant to this Agreement shall be to enforce state laws and Township and County ordinances, where applicable. When an arrest or the issuance of a municipal civil infraction citation may be effected pursuant to either a state statute or a County or Township ordinance, such arrest or citation issuance shall be made pursuant to Township ordinance, where appropriate.
- (b) The Township shall furnish the County and Sheriff with copies of applicable Township ordinances, as well as all amendments thereof when and as they become effective.
- (c) Arrests or municipal civil infraction citations effected pursuant to Township ordinances shall be prosecuted by the Township Attorney and any resulting collected costs and fines shall be paid over to the Treasurer of the Township as provided by law.

**ARTICLE II
LIABILITY**

2-1. Neither party to this Agreement, or any of its officers, employees or agents shall be liable for intentional or negligent acts of the other party or any officer, employee, or agent thereof. Each party shall hold the other party harmless from damages, including the actual costs and fees incurred due to litigation, resulting from a party's own intentional or negligent acts or those of any officer, employee or agent of that party.

2-2. The Township shall not be liable for compensation or indemnity to any County or Sheriff Department employee for injury or sickness arising out of his or her employment while performing services under this Agreement, and the County hereby agrees to hold the Township harmless against any such claims.

2-3. The Township agrees to hold the County and its Sheriff harmless against any claim or liability specifically arising out of the otherwise lawful enforcement of a Township ordinance held to be unconstitutional.

**ARTICLE III
TERM**

3-1. Unless terminated as herein provided, this Agreement will be effective from the date executed by both parties and will continue in effect for a term of one year after that date, and thereafter for consecutive one-year periods, unless terminated at the end of any such term pursuant to a notice given by either party to the other party at least ninety (90) days prior to the end of that term, or at such other time as may be mutually agreed.

3-2. Notwithstanding any other provision herein, in the event the Township establishes its own police force, or establishes police force jointly with any other municipal entity, or otherwise secures additional police protection or ordinance enforcement services, the Township may terminate this Agreement upon written notice to the County not less than sixty (60) days prior to the effective date of such termination.

**ARTICLE IV
NON-DISCRIMINATION**

4-1. The parties agree that neither will discriminate against an employee or applicant for employment of either party with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of a handicap that is unrelated to the individuals ability to perform the duties of a particular job or position or because of race, national origin, age, sex, height, weight or marital status.

**ARTICLE V
GENERAL PROVISIONS**

5-1. This Agreement represents the total agreement between the parties and may be amended only in writing by mutual consent of both parties,

5-2. Any notices or communications shall be sent by first-class mail to the following parties and address:

For Township:
Township Supervisor
Arcadia Township
P.O. Box 318
Arcadia, MI 49613-0318

For County:
Manistee County Sheriff
1525 E. Parkdale Ave.
Manistee, MI 49660

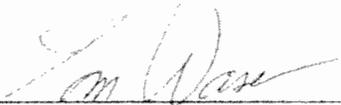
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With copy to:
Manistee County Prosecuting Attorney
415 Third St.
Manistee, MI 49660

5-3. The waiver by either party of any breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision of the Agreement by either party.

IN WITNESS WHEREOF, the parties have executed this Agreement with the intent that it be effective on the day and year stated in the commencement.

Dated: _____



By: Tom Wass
Arcadia Township Supervisor

Dated: _____

By: Dale Kowalkowski
Manistee County Sheriff

Dated: _____

By: Allan O'Shea
Chair Manistee County Board of Commissioners

SPECIAL DEPUTY AGREEMENT

This Agreement made this ____ day of _____, 2010 by and between the Charter Township of Filer of 2505 Filer City Road, Manistee, MI 49660, hereafter "Township" and the County of Manistee, 415 Third Street, Manistee, MI 49660, hereinafter the "County."

RECITALS:

WHEREAS, the maintenance and enforcement of law and order, and the preservation of health, safety and general welfare of the residents of the Township, are of the utmost importance to the Township; and

WHEREAS, the Township wishes to contract with the County to obtain and secure Special Deputy status for Ronald Gutowski and Kevin Skipski to perform liquor inspections within the Charter Township of Filer on behalf of the Manistee County Sheriff; and

WHEREAS, such contracts are authorized and provided for by the provisions of 1945 PA 246, as amended (MCL 41.181), 1851 PA 156, as amended (MCL 46.11); 1973 PA 139, as amended (MCL 45.556);, and 1846 TS c16, as amended (MCL 41.2);

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I
SERVICES TO BE PROVIDED

- 1-1 The County agrees to swear in Filer Township residents Ronald Gutowski and Kevin Skipski, through the Manistee County Sheriff, as Special Deputy Sheriffs, to perform liquor inspections on behalf of the Manistee County Sheriff within the geographical boundaries of the Township. Such Special Deputy powers shall be limited to matters under the jurisdiction of the Michigan Liquor Control Commission.
- 1-2 Except as otherwise provided herein, the services provided by Ronald Gutowski and Kevin Skipski shall encompass the duties, responsibilities and functions within the jurisdiction of, and customarily rendered by the County through the County Sheriff under the Constitution and Laws of the State of Michigan, the ordinances of the County, and the ordinances of the Township as applicable, including reporting and record maintenance as required by the Michigan Liquor Control Commission;

ARTICLE II
LIABILITY

- 2-1 Neither party to this Agreement, its officers, employees or agents shall be liable for intentional or negligent acts of the other party or any officer, employee, or agent thereof. Each party shall hold the other party harmless from damages, including the actual costs and fees incurred due to litigation.

resulting from a party's own intentional or negligent acts or those of any officer, employee or agent of that party.

ARTICLE III
TERM

3-1 Unless terminated as herein provided, this Agreement will be effective from the date executed by both parties and will continue in effect for a period of one year after that date, and thereafter for consecutive one-year periods, unless terminated at the end of any such term pursuant to a notice given by either party to the other party at least ninety (90) days prior to the end of that term, or at such other time as may be mutually agreed.

ARTICLE IV
NON-DISCRIMINATION

4-1 The parties agree that neither will discriminate against an employee or applicant for employment of either party with respect to hire, tenure, terms, conditions or privileges of employment or a matter directly or indirectly related to employment, because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position or because of race, color, religion national origin, age, sex, height, weight or marital status.

ARTICLE V
GENERAL PROVISIONS

5-1 This Agreement constitutes the entire Agreement between the parties and may be amended only in writing my mutual consent of both parties.

5-2 Any notices or communications shall be sent by first-class mail to the following parties and addresses:

For the Township: Township Supervisor
 Filer Township Hall
 2505 Filer City Road
 Manistee, MI 49660

For the County: Manistee County Sheriff
 1525 E. Parkdale Ave.
 Manistee, MI 49660

5-3 The waiver by either party of any breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision of the Agreement by either party.

IN WITNESS WHEREOF, the parties have executed this Agreement with the intent that it be effective on the day and year stated in the first paragraph of this Agreement.

FILER TOWNSHIP

By: James Espvik
Its Supervisor

MANISTEE COUNTY

By: Dale Kowalkowski
Its Sheriff

MANISTEE COUNTY BOARD OF COMMISSIONERS

By: B. Allan O'Shea
It's Chairperson