

AGENDA REPORT

To: Mayor Pat Humphrey and the Clare City Commission
From: Jeremy Howard, City Manager
Date: June 16, 2022
Regarding: City of Clare & Clare Public Schools Intergovernmental Agreement – School Liaison Officer

For the Agenda of June 20, 2022

Background. Our current letter agreement with Clare Public Schools for the School Liaison Officer expires on June 30, 2022. Consequently, City Staff has negotiated the terms of the Agreement (*copy att'd*) with the CPS Superintendent to continue this critical position. The Superintendent will submit the proposed Agreement to CPS Board for consideration at its June meeting. The City Commission is asked to similarly consider and approve the agreement.

Issues & Questions Specified. Should the City Commission approve an intergovernmental agreement with Clare Public Schools for the School Liaison position?

Alternatives.

1. Approve the proposed inter-governmental agreement.
2. Approve the proposed agreement with modifications or stipulations.
3. Do not approve the proposed agreement.
4. Set aside the decision regarding this matter to a later date.

Financial Impact. CPS currently contributes \$62,247 to partially offset the cost of wages and benefits for a City police officer to perform the full-time liaison position. The City's annual wage & benefit costs for this officer for FY22/23 will be approximately \$108K; the proposed agreement stipulates that CPS will pay for 74% of the cost of the officer's wages & benefits for the duration of the contractual agreement; which equates to approximately \$80K for FY22/23. This amount will increase or decrease each fiscal year according to actual costs.

Recommendation. I recommend that the City Commission approve the proposed inter-governmental agreement by adoption of Resolution 2022-056 (*copy att'd*).

Attachments.

1. Proposed InterGov Agreement.
2. Resolution 2022-056.

**INTERGOVERNMENTAL CONTRACT
CITY OF CLARE / CLARE PUBLIC SCHOOLS**

Agreement made between the following:

City of Clare, a Michigan municipal corporation (City of Clare) and Clare Public Schools (CPS),

WHEREAS, the parties to this contract are entering into an Intergovernmental Contract pursuant to MCL 124.1, *et seq.*

WHEREAS, this agreement allows City of Clare to provide a school liaison officer to CPS as follows:

ARTICLE I – TERM

This agreement shall commence on the 1st day of July, 2022. The term of this agreement shall be 3 years. The agreement shall automatically renew for three (3) additional contract extensions (3-year), unless sooner terminated by either party, by notice as set forth in this document or unless modified by agreement of both parties.

ARTICLE II – TERMINATION

This Agreement may be terminated with or without cause by either party at any time upon ninety (90) days written notice to the other party.

ARTICLE III

The City of Clare agrees to provide a full-time police officer to Clare Public Schools to perform duties as school liaison officer.

ARTICLE IV – COMPENSATION

Clare Public Schools will reimburse the City of Clare for that portion of the annual cost of the officer's wages and benefits commensurate with the services provided during each given school year of the agreement, said compensation to be calculated annually not later than the first day of June of each year - that compensation being \$79,994.82 for the first year of the Agreement commencing the 1st day of July, 2022 to the 30th day of June, 2023, with compensation being calculated at 74% of the total budgeted expense for the officer including annual wages, benefits and costs each fiscal year thereafter. The City will invoice Clare Public Schools annually in July of each year of the agreement period. Payment in full will be due to the City within sixty (60) days of the date of the invoice.

ARTICLE V – CITY EMPLOYEE

The parties agree that the school liaison officer will remain an employee of the City of Clare through its police department and under the supervision of the Chief of Police of the City of Clare. The City of Clare has the authority to reassign or replace the school liaison officer as needed. The City of Clare shall have sole responsibility for insuring that the officer provided is fully trained and certified to act as a police officer of the State of Michigan.

ARTICLE VI

During the term of the contract, the Clare Public Schools Superintendent will provide the City of Clare Chief of Police with an annual performance appraisal of the liaison officer by April 30 of each year, and will immediately inform the City of Clare Chief of Police of any acts of substandard performance or dissatisfaction on the part of Clare Public Schools in regard to the performance of the liaison officer or actions of the police officer throughout the period of the contract.

ARTICLE VII – OTHER PROVISIONS

A. Changes, Modification, & Termination. No change or modification of this agreement shall be valid unless the same be in writing and signed by all the parties hereto. Either party may elect to terminate this agreement at its sole discretion without penalty or prejudice upon notice of its intent to do so.

B. State Law Governing Agreement. This Agreement shall be governed by the laws of the State of Michigan.

C. Choice Of & Consent to Forum. The parties hereby affirmatively waive and release any and all recourse to any and all courts federal and/or foreign courts; and irrevocably consent to submit all disputes arising under this Agreement to resolution within state courts in the State of Michigan. The parties consent to the exercise of personal jurisdiction by the courts of the State of Michigan.

D. Situs. The situs of this Agreement is Clare County, State of Michigan because all obligations hereunder pertain to activities therein.

E. Venue. Venue shall be laid in Clare County, State of Michigan.

F. Severability. If any of the provisions of this document are rendered void by acts of the legislature or the courts, this agreement shall be construed as if the offending portion had been omitted.

G. Anti-Waiver. No provision of this Agreement, right or remedy hereunder may be waived except by in a writing signed by the party expressly waiving such right, remedy or obligation. No waiver shall be implied upon the conduct, enforcement, non-enforcement or course of performance of the parties.

H. Consent to Jurisdiction, Forum, And Venue. The parties consent to submit to the jurisdiction of the courts of the State of Michigan, said consent to be deemed irrevocable and a waiver of right of recourse (if any) to any Federal or foreign court, whether claim to Federal jurisdiction is laid upon diversity or subject matter (or both).

IN WITNESS WHEREOF, the parties have hereunto signed their names on the day and date set forth above.

WITNESSES

CITY OF CLARE

BY: PAT HUMPHREY
ITS: Mayor

WITNESSES

CLARE PUBLIC SCHOOLS

BY: James Walter II
ITS: Superintendent

RESOLUTION 2022-056

A RESOLUTION OF THE CLARE CITY COMMISSION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN CLARE PUBLIC SCHOOLS AND THE CITY OF CLARE REGARDING THE APPOINTMENT OF A SCHOOL LIAISON OFFICER.

WHEREAS, the City of Clare and Clare Public Schools (CPS) have enjoyed a long-standing relationship regarding the appointment of a City of Clare police officer to serve as a liaison officer to CPS; and

WHEREAS, the current intergovernmental agreement between the City and CPS regarding said police officer will expire June 30, 2022; and

WHEREAS, both parties desire to continue said relationship and have negotiated current terms for an intergovernmental agreement to outline responsibilities of CPS and the City regarding the school liaison officer; and

WHEREAS, the Clare City Commission has reviewed the terms and conditions of said agreement and have determined approval of said agreement is mutually beneficial to both parties.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of City of Clare hereby approves an intergovernmental agreement, the terms and conditions of said agreement as outlined therein, between Clare Public Schools and the City of Clare stipulating the responsibilities of all parties associated with the school liaison officer program for Clare Public Schools.

ALL RESOLUTIONS AND PARTS OF RESOLUTIONS INSOFAR AS THEY CONFLICT WITH THE PROVISIONS OF THIS RESOLUTION BE AND THE SAME ARE HEREBY RESCINDED.

**The Resolution was introduced by Commissioner ____ and supported by Commissioner ____.
The Resolution declared adopted by the following roll call vote:**

YEAS:

NAYS:

ABSENT:

Resolution approved for adoption on this 20th day of June, 2022.

Diane Lyon, City Clerk