

WASHTENAW COUNTY POLICE SERVICES CONTRACT

AGREEMENT is made this _____ day of _____, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan, 48107("County"), the WASHTENAW COUNTY SHERIFF, a Michigan Constitutional Officer ("Sheriff") and _____ TOWNSHIP, a Michigan municipal corporation located at _____ ("Township").

RECITALS

WHEREAS, for the past four years, the County and County Sheriff have provided police road patrol services to participating local governmental units pursuant to a contract between the County, County Sheriff and the local governmental entity; and

WHEREAS, the Board of Commissioners has taken the position that to receive the benefit of police services, local jurisdictions must share paying the responsibility for the service; and

WHEREAS, the methodology to determine how much each governmental unit and the County would pay for such police road patrol services is being changed for this four-year Contract as stated more fully below; and

WHEREAS, effective January 1, 2003, the County and participating local governmental entities executed police service contracts effective through December 31, 2005 providing that the County Sheriff would provide road patrol services pursuant to the terms of the contracts; and

WHEREAS, it is now necessary to execute new contracts effective January 1, 2006 through December 31, 2009, to insure the seamless continuation of police services for those communities; and

WHEREAS, the new method of contracting for police services will begin on January 1, 2006 and will coincide with the County's budget process.

NOW THEREFORE, the parties agree as follows:

ARTICLE I - SCOPE OF SERVICES

A. The parties agree that the Township shall contract for ____ PSU's from the Sheriff to provide road patrol and other law enforcement services to the Township. A "PSU" is defined as, "The services of one Sheriff's deputy plus all supervisory and administrative activities, including training as determined by the sheriff, that are required to enable that deputy to perform the responsibilities of his/her job." The parties agree that for the first year of this contract, (January 1-December 31, 2006), the base level of service for the deputy component of a PSU shall consist of 1800 deputy-hours per year.

Beginning on January 1, 2007, the parties agree that each contracted-for PSU shall include, as a base level of service, one deputy working 80 hours bi-weekly (2080 deputy-hours per year) in addition to the other components of a PSU as defined above. The following standard work hours are included in the level of base service hours provided within the Contract: 1) travel time to, from and between Sheriff work sites; 2) attendance at authorized trainings (not to exceed 100 annual hours); 3) provision of mutual aid, response to national Condition Red or any other exceptional circumstance; 4) appearance in court or meeting relating to court issues; 5) service for the municipality that takes the deputy outside of the geographic area; 6) approved annual leave for vacation, sick, holiday, personal or any other leave or compensatory (comp) time in accordance with policy and employment contracts, provided, however, that compensatory time earned prior to January 1, 2006 shall not count toward base service hours; and 7) the first ten working days of an illness or injury.

B. Specific deployment issues are attached as Exhibit A. The County, Sheriff and Township agree that the terms of Exhibit A may only be amended by mutual written consent of the Sheriff and Township.

ARTICLE II - COMPENSATION

The parties understand and agree that the basic methodology used to determine how much the Township and the County will pay to provide the services under this Contract shall change after the first two years of this Contract (January 1, 2006 through December 31, 2007) are complete.

For the first year of the Contract, (January 1-December 31, 2006) the Township shall pay to the County ninety-four thousand two hundred and eighteen (\$94,218.00) dollars for each contracted PSU, which represents a 6% increase from the cost of a PSU in the police services contract between the County and Township for 2005. In addition, the County will be responsible to pay for all other costs, including overtime, incurred during the first year of this Contract (January 1-December 31, 2006).

The parties agree that the cost of an individual PSU shall be increased by an additional 6% for a total cost of ninety-nine thousand, eight hundred and seventy-one (\$99,871.00) dollars for the second year of the Contract (January 1, 2007 through December 31, 2007). Moreover, the parties agree that in addition to the base cost of a PSU, the Township shall, beginning on January 1, 2007, also be responsible to pay all overtime costs incurred by Sheriff personnel providing the services under this contract.

The Township agrees to pay the County the full monthly amounts due (including standard time and overtime, if applicable) within thirty (30) days after the date of the invoice.

The County's subsidy of .5 mills will end effective December 31, 2007. Beginning on January 1, 2008 and continuing throughout the remainder of the Contract, the concept of PSUs shall no longer apply. Instead, contracting entities will be charged for the cost of a basic deputy, and the County will fund "core services" related to the provision of police services under this Contract. The parties agree that by March 1,

2006, the County will announce to the contracting entities the list of County-funded "core services." The list of "core services" shall be approved by the Board of Commissioners no later than April 30, 2006.

Contracting entities may select additional personnel, equipment, and services to be added to the Contract at additional cost. The County will announce by March 1, 2006, with final approval no later than April 30, 2006, the cost of a basic deputy as well as the cost of each menu item relating to extra personnel, equipment and services that may be added to the Contract for 2008-2009.

On or before July 1, 2007, the contracting entity agrees to notify the County Administrator, in writing, of the total number of deputies and related personnel, equipment and services that the contracting entity wishes to purchase for the last two years (2008-2009) of this contract. Any contracting entity that does not wish to proceed with the final two years of the Contract using the new methodology, may terminate the Contract pursuant to Article XI.

ARTICLE III - OVERTIME

The County shall be responsible to pay for all overtime incurred pursuant to this contract for the first year of the Contract (January 1, 2006 through December 31, 2006). The parties agree that beginning on January 1, 2007, the Township will be solely responsible to pay for any overtime costs incurred by contracted for Sheriff's Department personnel under this Contract. An overtime hour is defined as any hour filled to increase service above the base 80 bi-weekly service hours. This definition of overtime includes back-filling for any of the standard work items included in the base rate if so desired by the contracting entity. For 2007, the overtime rates will be adjusted in accordance with labor negotiations.

Beginning on January 1, 2007, each contracted-for PSU will include 80 hours of deputy time per bi-weekly period (2080 deputy-hours per year). In addition to routine patrol services undertaken by the contracted-for PSU's, the following items will also be counted toward the 80 hour bi-weekly standard:

- Travel time to, from and between Sheriff work sites;
- Attendance at authorized trainings (not to exceed 100 annual hours);
- Provision of mutual aid, response to national Condition Red or any other exceptional circumstance;
- Appearance in court or meeting relating to court issues;
- Service for the municipality that takes the deputy outside of the geographic area;
- Approved annual leave for vacation, sick, holiday, personal or any other leave or compensatory (comp) time in accordance with policy and employment contracts, provided, however, that compensatory time earned prior to January 1, 2006, shall not count toward base service hours; and
- The first ten working days of an illness or injury.

Any time in excess of the 80-hour bi-weekly standard described above is considered overtime. Routine overtime is defined for purposes of this Contract to include: late calls,

report writing, court appearances, short-notice backfill requirements, emergencies, or holiday pay.

Non-routine overtime includes overtime incurred for any other reason. The parties agree that beginning on January 1, 2006, all overtime is to be approved in advance by the Township. Notwithstanding the distinction between routine and non-routine overtime, any overtime costs incurred in providing services during this Contract on or after January 1, 2007, are the sole responsibility of, and shall be paid by, the Township, with the County having no responsibility to pay for such overtime costs. It shall be the duty of the Township to work with the Sheriff to reduce or eliminate overtime costs. The County will, upon request of either the Sheriff or the Township, assist in establishing an overtime protocol designed to help manage non-routine overtime costs.

The parties understand that overtime hours may be filled by the contracted deputy, the County pool of fill-in deputies, or other Sheriff personnel not assigned to the contracting entity.

ARTICLE IV- FAILURE TO PAY

The County shall bill the Township monthly for all standard monthly and overtime costs incurred during that month. The Township must pay this bill within thirty (30) days after the date of the invoice. Failure by the Township to pay the total monthly charges shall be a material breach of this contract and entitle the County to immediately seek remedies including, but not limited to, the following:

- Limitation of future police services to the Township to offset the amount of overtime that is due and owing;
- Complete stoppage of all contract services to the Township until the overdue overtime is completely paid;
- Pursuit of a court order compelling the Township to pay the overtime costs

In addition, the parties agree that if the Township fails for any reason to pay its outstanding monthly bill (including regular and overtime charges), Washtenaw County, by giving notice to the State Treasurer (or any other State official authorized to disburse funds to the Township) is entitled to directly receive any funds due to the Township from the State as an offset for the amounts owing under this Contract. The Township waives any claims against the State or the County, or their respective officials, for any such amounts paid to the County.

Further, if the Township fails for any reason to pay its outstanding monthly bill (including regular and overtime charges), the County Treasurer shall be entitled to set-off and retain any amounts due the Township from the Delinquent Tax Revolving Fund or any other source of funds due to the Township presently held by the County to partially or fully off-set the amount owed by the Township to the County under this Contract, unless expressly prohibited by law. Such a transfer shall be considered an assignment from the Township to the County. The Township waives any claims against the County or its officials, for any such funds paid to the County.

The parties understand and agree that the above remedies are not exclusive and do not constitute progressive enforcement steps. Thus, the County may choose any of these remedies, or any other remedy to which it is legally entitled, at any time after the Township has breached its duty to pay its monthly costs, including overtime costs. Moreover, the parties understand and agree that these remedies are in addition to those stated in Article XIII.

ARTICLE V - TERM

The term of this contract shall be for forty-eight months beginning on January 1, 2006 and ending on December 31, 2009.

ARTICLE VI - INSURANCE

The County agrees to maintain at its own expense during the term of this contract the following insurance:

1. Workers' compensation insurance with Michigan statutory limits and Employers Liability Insurance with a minimum of one hundred thousand (\$100,000.00) dollars each accident for any employee.
2. Comprehensive/Commercial general liability insurance package which includes automobile liability insurance and police liability insurance with a combined single limit of one million (\$1,000,000.00) dollars each occurrence for bodily injury and property damage.

The County shall name the Township as an additional insured party on the County's Comprehensive/Commercial general liability insurance package. The County shall submit a certificate of insurance that evidences such coverage to the Township Clerk prior to beginning services under this Contract.

ARTICLE VII – RESPONSIBILITY FOR EMPLOYEES AND AGENTS

The parties agree that the County and the Township shall be responsible for the acts and/or omissions of its respective employees and agents under this Contract. The County is responsible for the acts and/or omissions of its deputies and police service personnel.

ARTICLE VIII-CONFERENCES

The County and Township agree that either party may request a conference to discuss issues relating to interpretation of this Contract. Such notice shall be in writing and specify the issues to be discussed at the conference. In addition, as stated more fully in Exhibit A, the Sheriff and the Township may convene to discuss specific deployment issues.

ARTICLE IX - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE X - EQUAL EMPLOYMENT OPPORTUNITY

All parties to this Contract agree that they 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).

All parties to this Contract agree that they 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.

All parties to this Contract agree 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 Contractor, 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 XI - EQUAL ACCESS

The Sheriff 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 XII - ASSIGNS AND SUCCESSORS

This contract is binding on the County, Sheriff and the Township, their successors and assigns. None of the parties to this Contract will assign or transfer its interest in this contract without the written consent of the other parties.

ARTICLE XIII - TERMINATION OF CONTRACT

If a party breaches any provision of this Contract, the non-breaching party may serve upon the breaching party written notice of its intent to terminate this Contract. If the breaching party fails to cure such breach with thirty (30) days after having received written notice of the breach, the non-breaching party may terminate this Contract, provided, however, that if the cure for the breach takes more than thirty (30) days to cure, the breaching party shall be given a reasonable amount of time beyond the thirty (30) day period to prosecute the cure to the breach to completion.

Notwithstanding the paragraph above, upon giving the County and the Sheriff six (6) months written notice, the Township may terminate this contract.

ARTICLE XIV – CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County, Sheriff and Township will be incorporated into this Contract by written amendment signed by all parties.

ARTICLE XV - 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 XVI - EXTENT OF CONTRACT

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

_____ **TOWNSHIP**

WASHTENAW COUNTY

By: _____
Township Supervisor (DATE)

By: _____
Robert E. Guenzel (DATE)
County Administrator

WASHTENAW COUNTY SHERIFF

By: _____
Daniel Minzey, Sheriff (DATE)

APPROVED AS TO FORM:

ATTESTED TO:

BY: _____
Curtis N. Hedger (DATE)
Office of Corporation Counsel

BY: _____
Lawrence Kestenbaum (DATE)
County Clerk/Register

EXHIBIT A

The Washtenaw County Sheriff ("Sheriff") and _____ Township ("Township") agree on the following specific deployment issues.

Assignment of Supervision. The parties agree that for the first two years of this Contract (January 1, 1006-December 31, 2007) the Sheriff will provide supervision over PSU's assigned to the Township. The Sheriff will assign a sergeant to work in the Township once the Township contracts for a minimum of six (6) PSU's. It is the Sheriff's intent that any sergeants assigned to the Township be physically present in the Township; however, the Sheriff retains the discretion to determine the assignment of sergeants or any other supervisory personnel. Once the new methodology becomes effective on January 1, 2008, the Township must pay for any supervision services to be provided to that Township.

Animal Control. The County has the statutory responsibility of animal control throughout the County. Accordingly, this Contract does not address animal control services.

Overtime Protocol. The Sheriff and the Township will meet to establish a written overtime protocol as a means of managing overtime costs under this Contract. It is expected that the protocol include a provision outlining circumstances in which the Sheriff may unilaterally authorize overtime.

Rebates. For the first year of this Contract, (January 1-December 31, 2006), the Sheriff agrees to prepare an annual report determining the total number of hours worked and duties performed by all the PSU's in the Township. The County shall provide a rebate to the Township if the total number of deputy hours worked by all the deputies covered by the contract is less than the total number of deputy hours required under the contract. The Sheriff will provide a monthly accounting of the hours worked and duties performed of all PSU's in the Township. No further rebates shall be paid by the County after the first year of the Contract is complete.

Selection of Sheriff's Personnel to Fulfill Contract. The parties agree that the Township shall be permitted to provide input in the selection of Sheriff's Department personnel who will be assigned in the Township, who shall fulfill the terms of this contract. To that extent, the Township shall meet with administration staff from the Sheriff's Department to work out a process whereby appropriate Township personnel may be involved in the selection process of those individuals proposed by the Sheriff to work in that Township. The number of assigned deputies will be determined by the labor agreement between the County, Union and Sheriff. The Sheriff agrees to consider any input from the Township personnel in making his final decision on personnel who will work within that Township. The Township may also request assignment of personnel to specific shifts, provided, however, the Sheriff retains the power to make final decisions regarding shift assignments.

Removal of Sheriff's Personnel Assigned to the Township. The parties agree that if, in the Township's opinion, any individual assigned by the Sheriff to the Township is not acceptable to that Township, the Township and the Sheriff shall meet to discuss the situation and to work on addressing the problems between the Township and the individual in question. The reassignment of any Sheriff's Department personnel within a Township, however, shall remain the exclusive power of the Sheriff. The Sheriff agrees to notify the Township if any particular deputy is reassigned from the Township for any reason.

Ordinance Enforcement. The parties understand that general ordinance enforcement is not part of the services provided by the Sheriff to the Township pursuant to this contract. The Sheriff will, however, enforce local traffic ordinances. In addition, the Sheriff will assist the Township's local ordinance enforcement officer when such assistance is necessary.

Substations. The Sheriff retains the complete discretion to determine where any substation may be located to assist Sheriff's Department personnel in fulfilling its responsibilities under this contract. The parties agree that the Township shall provide and maintain any such substation, while the Sheriff shall equip that substation.

Notification. The Sheriff agrees to use good faith efforts to notify the Township supervisor or his/her designee in a timely fashion of any major newsworthy events such as homicides or traffic fatalities that occur within the Township.

Attendance at Township Board Meetings. The Sheriff agrees that a command officer shall attend Township board meetings at least one time per month to report to the Township Board on any relevant contract issues and/or to answer questions from the Board. In addition, for the duration of the Contract (January 1, 2006-December 31, 2009), the Sheriff or a representative shall brief the County Board of Commissioners on the overtime incurred for the previous month of service provided by the Sheriff under this contract.

Periodic Meetings. The Sheriff agrees to send command staff responsible to meet with Township officials on an agreed-upon periodic schedule to discuss issues relevant to this contract. The Sheriff agrees that such issues shall include, but not be limited to, advice by the Township as to use of the services contracted for under the Agreement. These meetings may include Sheriff's administration staff, including the Undersheriff and/or the Sheriff if necessary.