

A RESOLUTION AUTHORIZING THE ADMINISTRATOR TO SIGN THE CONTRACT WITH WASHTENAW INTERMEDIATE SCHOOL DISTRICT FOR EDUCATION FOR DETAINED YOUTH FOR THE PERIOD JULY 1, 1999 THROUGH JUNE 30, 2001 IN THE AMOUNT OF \$310,731

WASHTENAW COUNTY BOARD OF COMMISSIONERS

August 4, 1999

WHEREAS the Juvenile Detention Youth Home is requested by State of Michigan licensing requirements to provide a comprehensive educational program; and

WHEREAS Washtenaw Intermediate School District continues to provide excellent educational services at the Detention Youth Home facility; and

WHEREAS representatives of the County and Washtenaw Intermediate School District have met and agreed to renew services for two school years; and

WHEREAS the proposed contract calls for three (3) teachers, one head teacher stipend and a supervisory administrative cost; and

WHEREAS contracting with Washtenaw Intermediate School District allows for utilization of state Department of Education funds, based on the bi-annual population count; and

WHEREAS the County may also secure state Child Care Funds for excess education costs resulting in a net cost to the County estimated to be \$11,813.00 for the first year; and

WHEREAS this matter has been reviewed by County Administration, the Finance Office, Human Resources, Corporation Counsel and the Ways and Means Committee;

NOW THEREFORE LET IT BE RESOLVED that the Washtenaw County Board of Commissioners hereby approved and authorizes the County Administrator to sign the contract for educational services provided by Washtenaw Intermediate School District in the amount of \$310,731 for the period July 1, 1999 through June 30, 2001, as on file with the County Clerk

BE IT FURTHER RESOLVED that the County Administrator be authorized to sign the contract for the second year contingent upon satisfactory performance.

WISD SPECIAL EDUCATION REIMBURSEMENT TO THE			
WASHTENAW COUNTY JUVENILE DETENTION			
ASSUMING A 187-DAY WORK YEAR & NO SEC. 24 PRORATION			
THE 1999-2000 SCHOOL YEAR ESTIMATE			
LINE ITEM BUDGET	ESTIMATED COST	SECTION 24 REVENUE	
SALARY SUPERVISOR	\$17,685.00	DIRECT COST	\$310,731.00

SALARY CLERICAL	\$5,914.00
SALARY FAGIN	\$63,628.00
SAL HANEWICH/LAWSON	\$63,628.00
SALARY PORTER	\$42,754.00
SALARY WINCHESTER	\$19,891.00
TEACHER STIPEND	\$0.00
SALARY SUBS	\$1,030.00
HEALTH BENEFITS COSTS	\$28,464.00
RETIREMENT COSTS	\$24,855.00
FICA COSTS	\$16,412.00
TRAVEL COSTS	\$1,161.00
SUPPLY COSTS	\$4,682.00
CAPITAL OUTLAY	\$16,000.00
SUPPORT SERVICES	\$4,627.00
TOTAL DIRECT COSTS	\$310,731.00
Net Cost	\$23,626.00
Net Cost less 50% Child Care Fund	\$11,813.00

LESS:INELIGIBLE SEC 24 COSTS	
CLERICAL WAGES & FRINGES	\$9,156.00
EXCESS CAPITAL OUTLAY	\$14,470.00
MEMBERSHIP REVENUE =	
(ESTIMATED 30 x \$7,196)	\$215,880.00
ESTIMATED SEC 24 REVENUE	\$71,225.00

1999-2000 REIMBURSEMENT ESTIMATE	
FOR WASHTENAW COUNTY	
MEMBERSHIP TRANSFER	\$215,880.00
SECT 24 ESTIMATE (Above)	\$71,225.00
TOTAL 1999-2000 PAYMENT	
WASHTENAW COUNTY	\$287,105.00

SERVICE CONTRACT

WASHTENAW INTERMEDIATE SCHOOL DISTRICT

AGREEMENT is made this _____ day of _____, 1999, 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") and **WASHTENAW INTERMEDIATE SCHOOL DISTRICT** located at 1819 Wagner Rd., Ann Arbor, MI ("Contractor").

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES

The Contractor shall perform the services outlined in Attachment A, which incorporated herein by reference, for Washtenaw County at the Juvenile Detention Center, 2270 Platt Rd., Ann Arbor, Michigan.

ARTICLE II - COMPENSATION

Upon completion of the above services and submission of invoices the County will pay the Contractor according to the budget (Attachment A) and payment schedule (Attachment B) incorporated by reference. Such invoices shall be sent to the Washtenaw County Juvenile Detention Center, 2270 Platt Rd., Ann Arbor, Michigan 48104-5197.

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to the Director of Children's Services and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda, and documents submitted by the Contractor must be dated and bear the Contractor's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the Contractor's activities during the term of this contract.

Section 5 - When applicable, the Contractor will submit a final, written report to the County Administrator.

Section 6 - After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies.

ARTICLE IV - TERM

This contract begins on July 1, 1999, and ends on June 30, 2000, with automatic renewal for one year unless sixty (60) days prior written notice is given by either of the parties that it does not desire to renew this contract. The contract price may be modified by an amount which the parties may agree in writing is necessary.

ARTICLE V - PERSONNEL

Section 1 - The contractor will provide the required services and will not subcontract or assign the services without the written approval of the County and the Court.

Section 2 - The Contractor will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that the Contractor is neither an employee nor an agent of the County or the Court for any purpose.

ARTICLE VI - INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

ARTICLE VII - INSURANCE REQUIREMENTS

The Contractor will 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 limit of \$100,000 each accident for any employee.

2. Comprehensive/Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.

Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

4. Professional Liability coverage with a minimum limit of \$1,000,000 each occurrence. The County shall be added as "additional insured" on Professional Liability policy with respect to the services provided under this contract.

Insurance companies, named insureds and policy forms shall be subject to the approval of the Washtenaw County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the County Administrator, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

ARTICLE VIII - 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 IX - INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest that would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE X - CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

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

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the 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 XII - ASSIGNS AND SUCCESSORS

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

ARTICLE XIII – TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving sixty (60) days written notice to the other party.

ARTICLE XIV - EQUAL ACCESS

The Contractor 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 XV - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XVI - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

ARTICLE XVII - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XVIII - CHANGES IN SCOPE OR SCHEDULE OF SERVICES

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

ARTICLE XIX - 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 XX - EXTENT OF CONTRACT

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

ATTESTED TO: WASHTENAW COUNTY

By:_____ By:_____

Peggy M. Haines (DATE) Robert E. Guenzel (DATE)

County Clerk/Register County Administrator

APPROVED AS TO CONTENT: WASHTENAW INTERMEDIATE SCHOOL DISTRICT

By: _____ By: _____

Denise Dalrymple (DATE) (DATE)

Children's Services

APPROVED AS TO FORM BY:

BY: _____

Curtis N. Hedger (DATE)

Office of Corporation Counsel

REVISED: 6/24/99

ATTACHMENT A

Insert Budget Here

ATTACHMENT "A" (Page 2)

This is an estimated budget for a number of reasons:

1. The assumption made here is that there will be 30 students at \$7,196 per student on the student count days in 1999-2000 (30 X \$7,196) and 30 students at \$7,366 per student on the student count days in 2000-2001 (30 X \$7,366). Reimbursement will be based on the actual count.
2. The assumption is that the State will continue to permit the collection of these dollars to Juvenile Detention Programs. Reimbursement will be at actual rate.

The Washtenaw Intermediate School District shall employ the appropriate number of personnel as required by State rules and regulations for approved special education programs.

During the term of this contract, any necessary personnel reduction due to student population reduction will be implemented by the Washtenaw Intermediate School District by reassignment whenever possible, and within the terms and conditions of the appropriate collective bargaining agreement.

The net effect of such reassignment will be a reduction from the Juvenile Detention School Program budget, e.g., if a staff member is reassigned to another full-time position for which she/he is certified and qualified within the agency, the entire remaining salary and benefit amount will be a budget reduction; if a staff member is reassigned to a substitute teaching role, the substitute rate will be a budget reduction. In the event that a staff member is laid off due to a personnel reduction, the Washtenaw County Board of Commissioners will be responsible for reimbursing the ISD the cost of the unemployment insurance claim. Further, such personnel reduction may only occur at the beginning of the second semester each year.

Payments under this contract will provide the Intermediate Board those funds necessary for the operational costs of the Juvenile Detention Center including, but not to exceed, the estimated costs as contained in the Projected budget contained herein, including:

- a. Salary, travel and conference attendance of the teachers based upon provisions of the MFT Unit II Federation agreement.
- b. All costs incurred for so-called "fringe benefits" including life insurance, income protection insurance, dental insurance, vision insurance, worker's compensation insurance, retirement, hospitalization and master medical. Unemployment benefits will be chargeable to this contract only to the extent that payments are made during the contract period to employees laid off as a result of actions of the County.
- c. Those costs incurred for substitute teachers in relationship to the program.
- d. Supply costs including classroom materials, supplies, allocations of money for furniture and equipment, and allocations of money for the securing of necessary consultant and support services.

Washtenaw County shall see that appropriate office and classroom space is provided for the academic staff.

ATTACHMENT B

WASHTENAW INTERMEDIATE SCHOOL DISTRICT

CONTRACT FOR EDUCATIONAL SERVICES AT THE JUVENILE DETENTION CENTER

The intermediate Board shall administer and account for the expenditure of these funds. Semi-annual payments shall be made to the Intermediate Board based upon an invoice. Such invoice shall be made to the Director of Children's Services with detail of actual expenditures incurred during the period invoiced.

It is understood that payments shall not exceed the total of the contract, unless approved by Washtenaw County.

The Intermediate Board will apply each year to the State of Michigan Special Education Fund for student memberships and authorized reimbursement by State Special Education categoricals formula for teacher's salaries and other costs, and will subsequently credit those monies to the Juvenile Detention Center budget in June.

Supplies, equipment and materials purchased for this program remain with the Detention Home with the provision that teachers will have the right to full use of all such purchases, supplies, equipment and materials.

[Return to the Board of Commissioners August 4, 1999 Agenda](#)