

COUNTY ADMINISTRATOR  
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TO: Al Robinson, Chair

THROUGH: Ways & Means Committee  
Robert E. Guenzel

FROM: County Administrator  
Ronald J. Schebil, Sheriff

DATE: October 20, 1999

SUBJECT: Year 2000 Master Police Services Contract with Ypsilanti Township; Authorizing the creation of two 1.0 revenue generating Deputy Sheriff' positions

**BOARD ACTION REQUEST:**

The Sheriff's Office is requesting that the Washtenaw County Board of Commissioners authorize the Administrator to sign the Master Police Services contract with Ypsilanti Township for the Year 2000 and create two (2.0) full-time revenue generating Deputy Sheriff positions, to increase the Police Services Contract with Ypsilanti Township from 42 positions to 44 positions. The County Administrator, Ypsilanti Township and Corporation Counsel have reviewed the 2000 Master Police Services Contract for 44 positions.

**BACKGROUND:**

Recognizing the need to enhance policing services within Washtenaw County, the Sheriff's Office, in partnership with several communities, has developed a number of initiatives that have increased the number of deputies. Since 1995, the Sheriff's Office has consistently increased police services through grants, as well as, through millages in both Ypsilanti and Superior Townships, each of which provided additional contract deputies.

In particular, the millage in Ypsilanti Township allowed for the contracting of ten (10) additional Deputy Sheriffs in 1995 (Per Resolution #95-0054); and another five (5) Deputy Sheriffs and two (2) CSO's in December of 1995 (per Resolution #95-0306).

Additionally, Ypsilanti Township applied for additional funding in 1996 through the COPS-Universal Program, and was awarded the grant. This grant funding provided for yet another Police Services Deputy in Ypsilanti Township (per Resolution #96-0154).

In 1997, Ypsilanti Township continued its efforts to increase police services by contracting for one (1.0) more Deputy Sheriff and one (1) additional Community Service Officer (per Resolution #97-0198); and again in February of 1998, (per Resolution #98-0031), the township added another Deputy Sheriff, bringing the current total number of Deputy Sheriff positions in Ypsilanti Township to forty-two (42.0).

**DISCUSSION:**

At this time, Ypsilanti Township is requesting to increase its total number of full-time revenue generating contract Deputy Sheriff positions from 42 to 44, for the years 2000. The County Administrator, Sheriff and Ypsilanti Township have been negotiating a sustainable level and cost for police services to be provided by the Sheriff's Department to Ypsilanti Township. The negotiated contract, contingent upon Board approval, reflects an increase of

two positions for a total of 44 revenue generating positions. It is requested that the Board authorize the Administrator to sign the contract, contingent upon Ypsilanti Township Board's approval, to sign the master Police Services Contract for the period January 1, 2000 through December 31, 2000. The Township had originally requested a contract through 2001. However, because of the pending Northwestern Study, I told the Township Officials I could only recommend a contract through 2000.

It is requested that the Board create two 1.0 FTE revenue generating Deputy Sheriff positions to support the 2000 Master Police Services Contract.

**IMPACT ON HUMAN RESOURCES:**

The creation of two (2) 1.0 FTE revenue generating Deputy Sheriff positions to support the negotiated Master Police Services Contract of 44 positions with Ypsilanti Township for the period January 1, 2000 through December 31, 2000.

Pos. Control #	Pos. Title	Grade	Group	Create
5701-0131	Deputy	57	POAM-312	(1) R
5701-0132	Deputy	57	POAM-312	(1) R

**IMPACT ON BUDGET:**

Funding for this additional staff will be covered through the 2000 Police Services Contract with Ypsilanti Township. This contract will offset the costs for these revenue generating positions, covering salaries, overtime and fringe benefits, and purchase applicable equipment. No General Fund moneys will be required for these two (2.0) new Deputy Sheriff positions.

The 2000/01 budget reflects this increase in personnel and equipment.

**IMPACT ON INDIRECT COSTS:**

None.

**IMPACT ON OTHER COUNTY DEPARTMENTS OR OUTSIDE AGENCIES:**

The addition of two (2) 1.0 Deputy Sheriffs will enhance the ability of the Sheriff's Office to work cooperatively and collaboratively with a variety of local, state, federal and community-based organizations in the delivery of police and social services.

**CONFORMITY TO COUNTY POLICIES:**

Conforms with County Policies.

**ATTACHMENTS/APPENDICES:**

Resolution

**WASHTENAW COUNTY SERVICES CONTRACT**

**YPSILANTI TOWNSHIP**

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between the **COUNTY OF WASHTENAW**, a municipal corporation, with offices located in the County Administration Building, 220 N. Main Street, Ann Arbor, Michigan 48107, hereinafter identified as the "COUNTY" and **YPSILANTI TOWNSHIP**,

located at 7200 S. Huron River Drive, Ypsilanti, Michigan 48197, hereinafter identified as "CONTRACTOR".

WITNESSETH:

WHEREAS, the parties desire to enter into a contract whereby the **WASHTENAW COUNTY SHERIFF'S OFFICE**, hereinafter identified as "SHERIFF," will provide law enforcement services, Community Service Officer (CSO) services, Community Work Program (CWP) services and Juvenile Officer services, within the boundaries of Ypsilanti Township and to set forth the terms, conditions, and obligations of the parties.

NOW THEREFORE, in consideration of mutual promises and covenants hereinafter set forth, it is mutually agreed as follows:

#### ARTICLE I - SCOPE OF SERVICES

A. The SHERIFF shall assign forty-four (44.0) deputy(ies), plus patrol equipment for law enforcement services within the boundaries of Ypsilanti Township, for one hundred percent (100%) of the deputy(ies)' time every month, in accordance with a mutually agreed schedule.

B. The SHERIFF shall assign three (3.0) Community Service Officers (CSO) within the boundaries of Ypsilanti Township, for one hundred percent (100%) of the CSO's time every month, in accordance with a mutually agreed schedule.

C. The SHERIFF shall assign one (1.0) Community Work Program (CWP) Supervisor within the boundaries of Ypsilanti Township, for one hundred percent (100%) of the supervisor's time every month, in accordance with a mutually agreed schedule.

D. The SHERIFF shall assign one-half (0.5) Juvenile Officer services within the boundaries of Ypsilanti Township, for one hundred percent (100%) of the Juvenile Officer's time every month, in accordance with a mutually agreed schedule.

#### ARTICLE II - COMPENSATION

A. For the term of January 1, 2000 through December 31, 2000, the CONTRACTOR shall pay to the COUNTY the sum total of Three Million Four Hundred Three Thousand Fifty-Two and 60/100 Dollars (\$3,403,052.60), for forty-four (44.0) law enforcement personnel who shall provide law enforcement services, for three (3.0) CSO's, for one (1) CWP Supervisor, and for one-half (0.5) Juvenile Officer, within the Ypsilanti Township boundaries, in accordance with the terms and provisions of this contract; said sum to be paid as follows on or before the 10th day of each month, following the month for which the service was rendered:

Twelve (12) consecutive months beginning Saturday, January 1, 2000, in equal monthly installments of Two Hundred Eighty-three Thousand Five Hundred Eighty-seven and 71/100 Dollars (\$283,587.71).

B. The CONTRACTOR shall pay to the COUNTY .33 cents (\$0.33) per mile driven pursuant to this contract. The SHERIFF shall provide the CONTRACTOR with a monthly billing showing the number of miles driven and the amount due therefore. The CONTRACTOR shall pay that amount on or before the 10th day of each month, following the month during which the miles were driven.

C. The CONTRACTOR shall be responsible for any additional costs attributable to this contract which the COUNTY may incur, during the term hereof, due to any new Union Contract between the COUNTY, the SHERIFF and the Police Officers' Association of Michigan, or their successors in interest, to cover the salary and fringe benefits to deputies who shall provide law enforcement services, and personnel who provide CSO services and CWP Supervisor services, within the boundaries of Ypsilanti Township, in accordance with the terms of this contract, including the cost incurred by the COUNTY and/or SHERIFF under Article V., Section 5.3E of said Contract.

D.The CONTRACTOR shall be responsible for any additional costs attributable to this contract which the COUNTY may incur, during the term hereof, due to any new union contract between the COUNTY, the SHERIFF and AFSCME, or their successors in interest, to cover the salary and fringe benefits to deputies and/or personnel who shall provide Juvenile Officer services within the boundaries of Ypsilanti Township, in accordance with the terms of this contract.

E.The CONTRACTOR agrees that it will either supply an appropriate vehicle to be used by the Community Work Program (CWP) Supervisor in the performance of his/her duties, and the CONTRACTOR shall supply all the necessary gasoline, maintenance and insurance for the vehicle, or, at the CONTRACTOR's request, the COUNTY will provide a vehicle for the CWP Supervisor and the COUNTY will supply all the necessary gasoline, maintenance and insurance, in which case the CONTRACTOR shall pay to the COUNTY.33 cents per mile driven pursuant to this contract.If the SHERIFF provides a vehicle for the CWP Supervisor, the SHERIFF shall provide the CONTRACTOR with a monthly billing showing the number of miles driven and the amount due therefore.The CONTRACTOR shall pay that amount on or before the 10th day of each month, following the month during which the miles were driven.

### ARTICLE III - TERM

The term of this contract shall be for Twelve (12) months, beginning Saturday, January 1, 2000, and continue through Sunday, December 31, 2000, subject to Article XIII and as further provided herein.

### ARTICLE IV - INSURANCE

It is understood and agreed that the COUNTY 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.Policy includes personal injury coverage.

3.Automobile Liability Insurance covering all owned, hired and non-owned 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.Police Professional Liability coverage with a minimum limit of \$500,000 each occurrence.

The CONTRACTOR will be additionally insured on the COUNTY's coverages for General Liability and Police Professional Liability.The COUNTY will submit a certificate of insurance evidencing such coverages to the Ypsilanti Township Clerk, prior to implementation of services under this contract.Each party to this contract shall be responsible for the acts and omissions of its employees and agents.

It is further agreed that all deputies, CSO's, CWP Supervisor(s), and Juvenile Officer(s) who serve pursuant to this contract shall remain employees of the COUNTY for all purposes.

### ARTICLE V - CONFERENCES

All parties hereto agree to hold special conferences upon the request of any of the parties to resolve problems that may arise in the enforcement of this contract.Any portion of this contract that may be unclear during the term of operation may also be clarified by interpretations at said special conference meetings.

### ARTICLE VI - COMPLIANCE WITH LAWS AND REGULATIONS

All parties 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 VII - EQUAL EMPLOYMENT OPPORTUNITY

All parties agree that they will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, disability that does not, with or without reasonable accommodations affect an individual's ability to perform the essential functions of his/her job, age, height, weight, marital status, veteran status, religion and political belief, or any other classification protected by federal, state or local law, (hereafter "protected classifications"), (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business), with respect to recruitment, hiring, promotion, demotion, transfer, selection for training, including apprenticeship, layoff, termination, rates of pay and any other terms and conditions of employment.

All parties 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 COUNTY and CONTRACTOR will state that all qualified applicants will receive consideration for employment without regard to membership in any protected classification.

#### ARTICLE VIII - ASSIGNS & SUCCESSORS

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

#### ARTICLE IX - EQUAL ACCESS

The SHERIFF will 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 X - CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the COUNTY, the SHERIFF and the CONTRACTOR will be incorporated into this contract by written amendments signed by all parties.

#### ARTICLE XI - 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 XII - EXTENT OF CONTRACT

This contract, together with any Letter of Agreement which may have been entered into between the SHERIFF and the CONTRACTOR, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements between the parties either written or oral.

#### ARTICLE XIII - TERMINATION

Upon the breach of any provision contained in this Contract, the non-breaching party may serve upon the breaching party written notice of its intent to terminate this Contract. If within thirty (30) days after written notice is delivered the breach is not cured, the Contract may be terminated upon written notice.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written:

YPSILANTI TOWNSHIP

Brenda L. Stumbo Date Karen Lovejoy Roe Date

ClerkSupervisor

WASHTENAW COUNTY

ATTESTED TO:

Peggy M. HainesDateRobert E. GuenzelDate

Washtenaw County Clerk/RegisterWashtenaw County Administrator

APPROVED AS TO CONTENT BY:APPROVED AS TO FORM BY:

Ronald J. SchebilCurtis N. HedgerDate

Washtenaw County SheriffWashtenaw County Corporation Counsel

H:YT2001k-all

Version#2, 10/19/99

A RESOLUTION AUTHORIZING THE ADMINISTRATOR TO SIGN THE 2000 MASTER POLICE SERVICES CONTRACT WITH YPSILANTI TOWNSHIP FOR 44 POSITIONS AND AUTHORIZING THE CREATION OF TWO (2) 1.0 FTE REVENUE GENERATING DEPUTY SHERIFF POSITIONS

WASHTENAW COUNTY BOARD OF COMMISSIONERS

November 17, 1999

WHEREAS, the Washtenaw County Sheriff's Office has been providing contract police services to jurisdictions within Washtenaw County since 1971; and

WHEREAS, Ypsilanti Township, in support of the Sheriff's Office efforts to further enhance it's community policing services, has been consistently increasing its Police Services since 1995, whereby a millage was passed in Ypsilanti Township that allowed for the contracting of ten (10.0) additional Deputy Sheriffs (Per Resolution #95-0054); and another five (5.0) Deputy Sheriffs and two (2.0) CSO's in December of 1995 (per Resolution #95-0306); and

WHEREAS, Ypsilanti Township applied for additional funding in 1996 through the COPS-Universal Program, and was awarded the grant, which provided for an additional (1.0) Police Services Deputy in Ypsilanti Township (per Resolution #96-0154); and

WHEREAS, in 1997, Ypsilanti Township continued its efforts to increase police services by contracting for one (1.0) additional Deputy Sheriff and one (1.0) additional Community Service Officer (per Resolution #97-0198); and again in February of 1998, (per Resolution #98-0031), the Township added another Deputy Sheriff, bringing the current total number of Deputy Sheriff positions in Ypsilanti Township to forty-two (42.0); and

WHEREAS, Ypsilanti Township is requesting to increase their 2000 Police Services Contract by two (2.0) Deputy Sheriff positions, bringing the total number of deputies in Ypsilanti Township from forty-two (42.0) to forty-four (44.0), for the period of January 1, 2000, through December 31, 2000; and

WHEREAS, the Sheriff's Office is requesting to create two (2) 1.0 FTE Deputy Sheriff positions for Ypsilanti Township, to fulfill the 2000 revenue generating Master Police Services Contract with Ypsilanti Township; and

WHEREAS, these two revenue generating positions will not require the use of General Fund moneys; and

WHEREAS, Ypsilanti Township is scheduled to approve this 2000 Master Police Services Contract on November

2, 1999; and

WHEREAS, this matter has been reviewed by the County Administrator’s Office, the Finance Department, Corporation Counsel, Human Resources Department, and the Ways and Means Committee.

NOW THEREFORE BE IT RESOLVED that the Washtenaw County Board of Commissioners hereby authorizes the Administrator to sign the 2000 Master Police Services Contract with Ypsilanti Township for the period January 1, 2000 through December 31, 2000 for a total of 44 positions, contingent upon approval of the Ypsilanti Township Board, to be filed with the County Clerk

BE IT FURTHER RESOLVED that the Board of Commissioners hereby creates the following two (2) 1.0 FTE revenue generating Deputy Sheriff positions to support the Ypsilanti Township Master Police Services Contract for the period January 1, 2000 – December 31, 2000:

<u>POSITION CONTROL NO.</u>	<u>TITLE</u>	<u>GRADE</u>	<u>GROUP</u>	<u>POSITION CREATED</u>
5701-0131R	Deputy Sheriff	57	16	1.0 (effective Jan. 1, 2000)
5701-0132R	Deputy Sheriff	57	16	1.0 (effective Jan. 1, 2000)

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[Return to Board of Commissioners Ways and Means Committee November 3, 1999 Meeting Agenda](#)