

SECURITY SERVICES CONTRACT 15th District Court-Weapons Screening

THIS AGREEMENT is made this ____ day of _____, 2014 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 48104, hereinafter identified as the "COUNTY"; and the City of Ann Arbor on behalf of the 15th Judicial District Court, Ann Arbor Justice Center, 301 East Huron Street, Ann Arbor, MI 48104, hereinafter identified as "the City".

WITNESSETH:

WHEREAS, the parties desire to enter into a contract for the purposes of providing weapon screening services with twice daily related corridor sweeps and stairwell sweeps in the Ann Arbor Justice Center during 15th Judicial District Court business hours, 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:

1. **Services:** COUNTY by and through the Washtenaw County Sheriff's Office will provide personnel to perform weapon screening services for the Ann Arbor Justice Center. It is anticipated that three officers (3) per day will be needed for this operation. SHERIFF will be responsible for the daily supervision and direction of said personnel.

The SHERIFF agrees to provide such services at the time and location set forth in the mutually agreed schedule on those days the court is open for business. The schedule may from time to time be amended on the written approval of the 15th District Court Administrator and the SHERIFF.

Proposed schedule of service are as follows:

Coverage Times	Coverage Hours	Days of Week	Total Hours Per Week
0700-1600	9	M-F	45
0730-1730	10	M-F	50
0800-1800	10	M-F	50
Morning Corridor Sweep		M-F	Included
Evening Corridor Sweep		M-F	Included

It is understood and agreed that the SHERIFF shall only be obligated to provide weapons screening and corridor security sweeps as outlined in this agreement, and emergencies and other situations occurring in the building requiring a security or law enforcement response will be handled by Ann Arbor Police Department. In addition, the SHERIFF will receive clear and specific direction in writing from the 15th District Court on prohibited items that will not be allowed past the screening point and proper protocols to follow regarding any exceptions (e.g. staff or visitors to the police building). The City agrees to supply the necessary on-site equipment to allow weapons screening officers to fulfill their responsibilities, including but not limited to by way of example; x-ray machines, metal detectors, hand held metal detectors, property tubs, office supplies, etc.

COUNTY and SHERIFF agree to comply at its expense with all safety, health and work laws, regulations, directives and rules governing its personnel. COUNTY will also ensure compliance with safe work practices and use of protective equipment imposed by controlling federal, state and local government. All accidents and incidents involving assigned personnel will be reported immediately to the CITY by the COUNTY. The COUNTY and the CITY agree to cooperate in any administrative or insurance investigation of the work location in connection with any such accident or incident.

2. **Term:** The terms of this Agreement begins January 1st, 2015 and ends on December 31, 2015 or until written notice of termination is given by either party. Termination of the Agreement will not affect the obligations of either party incurred during the term of the Agreement.

3. **Compensation:** The City shall pay the COUNTY at the rate of Twenty-Six dollars and Twenty-Four cents (\$26.24), per hour, per weapons screening officer, as required by their respective contract. All supervisory services, as described in Paragraph 1 above, are to be provided at no additional cost. Total compensation under this Agreement not to exceed One Hundred Sixty Thousand and no/100 dollars (\$160,000.00).

Except as provided herein, neither the City nor the COUNTY shall be obligated to contribute any additional money toward the expense for services provided under this Agreement. Further, the SHERIFF warrants that the rate of Twenty-Six dollars and Twenty-Four cents (\$26.24), per hour, per weapons screening officer, will be adequate to cover the costs of furnishing the weapons screening and corridor and stairwell sweep services specified in this Agreement.

- A. **Payment:** An invoice for screening services will be completed monthly and the City agrees to submit payment within thirty (30) days of receipt and approval by the 15th District Court Administrator of the invoice.

COUNTY agrees to maintain records of actual time worked and reported to the CITY for payment. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

5. **Dispute Resolution:** All parties hereto agree that they will hold special conferences upon the request of either of the parties for the purposes of resolving any mutual problems that may arise in the enforcement of this Agreement. Any portion of this Agreement that may be unclear during the term of operations may be cleared by interpretation at said special conferences.

COUNTY agrees to provide the CITY written statements of its policies. Such policies will comply with all federal, state and local governmental laws and regulations. CITY will provide the COUNTY with a copy of any security, safety or emergency policies or procedures adopted by the CITY related to the Ann Arbor Justice Center.

6. **Nondiscrimination:** In the performance of this Agreement, all parties agree not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, except as a bona fide occupational qualification, because of race, sex, sexual preference, color, religion, national origin, ancestry, handicap, age, marital status, height, weight, or other criteria made illegal by State, Federal or local law. Breach of this covenant may be regarded as a material breach of contract.

7. **Personnel:** The parties understand and agree that the SHERIFF command officers and deputies shall not be, nor be deemed to be, employees or agents of the CITY or the 15th Judicial District Court for any purpose whatsoever. All administrative aspects of the employment of individuals employed by the COUNTY shall be the exclusively provided by the COUNTY. Notwithstanding the above, the performance by SHERIFF personnel working with the CITY is a critical and integral part of the operation of the Ann Arbor Justice Center by the CITY. For that reason, the parties specifically agree that where necessary to control the quality of COUNTY and/or SHERIFF's office services, or to ensure the safety of individuals with its employ or public safety, the CITY will recommend and refer any disciplinary issues to the SHERIFF for action in accordance with COUNTY policies. CITY representatives agree to testify in any arbitration related to discipline imposed upon an employee pursuant to recommendation of the CITY.

8. **Termination:** This contract may be terminated without cause by any of the parties hereto upon seven (7) calendar days written notice to all the other parties to this contract. If the City fails to give timely notice of cancellation, the parties agree that the City shall pay the SHERIFF the amount of Two Hundred Fifty and 00/100 Dollars (\$250.00) as liquidated damages for the untimely notice.

9. **Insurance:** The COUNTY will maintain at its own expense during the term of this Contract, the following insurance and or equivalent in self-insurance:
 - A. The COUNTY shall procure and maintain during the life of this contract, such insurance policies, including those set forth below, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this contract; whether the acts were made by the COUNTY and/or SHERIFF's personnel or by any subcontractor or anyone employed by them directly or indirectly. COUNTY shall require any retained subcontractors to agree to procure and maintain insurance coverage as specified in this provision for any work performed in connection with this contract. The following insurance policies are required:

- 1) Professional Liability Insurance protecting the COUNTY and its employees in an amount not less than \$1,000,000.
 - 2) Workers' Compensation Insurance in accordance with all state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:
 - i. Bodily Injury by Accident - \$500,000 each accident
 - ii. Bodily Injury by Disease - \$500,000 each employee
 - iii. Bodily Injury by Disease - \$500,000 each policy limit
 - 3) Comprehensive/Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:
 - i. \$1,000,000 - Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined.
 - ii. \$2,000,000 - Per Job General Aggregate
 - iii. \$1,000,000 - Personal and Advertising Injury
 - 4) Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
 - 5) Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.
- B. Insurance required under subsection.A.3 and .A.4 above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the COUNTY agrees to waive any right of recovery by its insurer against the City.
- C. In the case of all contracts involving on-site work, the COUNTY shall provide to the City, before the commencement of any work under this contract, documentation demonstrating it has obtained the above mentioned policies. Documentation must provide and demonstrate unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirement specified. For purposes of this contract "documentation" of insurance coverage is defined as a certificate of insurance and evidence of endorsement satisfactory to the City Attorney, of the City's additional insurance coverage by the COUNTY and any subcontractor. Upon request, the COUNTY shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this contract, the COUNTY shall deliver proof of renewal and/or new policies and evidence of endorsement to the Administering Service Area/Unit at least ten days prior to the expiration date.
- D. Any insurance provider of COUNTY shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.
- E. To the fullest extent permitted by law, the COUNTY shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result from the COUNTY and/or SHERIFF's personnel and agents occurring in the performance of or breach in this Agreement.

10. **General Provisions:**

- a. This Agreement represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations, or Agreements between the parties either oral or written. This Agreement may not be altered or amended except by written Agreement executed by the parties hereto.
- b. This Agreement shall be construed in accordance with the laws of the State of Michigan.
- c. The headings of the paragraphs of this Agreement are inserted solely for the convenience of reference. They shall in no way define, limit, extend or aid in the construction of the scope, extent or intent of this Agreement.
- d. In the event that any provision contained in this Agreement is held unenforceable by a court of competent jurisdiction, the remaining provisions shall continue. In the event that a portion of any provision is held unenforceable, the remaining portion of such provision shall nevertheless be carried into effect.
- e. The failure of a party to enforce at any time the provision of this Agreement shall not be construed as a waiver of any provision or of the right of such party thereafter to enforce each and every provision of this Agreement.
- f. The provision of this Agreement shall be binding upon the parties hereto and their respective successors and assigns.
- g. Neither party shall transfer or assign the Agreement without the written consent of the other party.

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

WASHTENAW COUNTY

CITY OF ANN ARBOR

APPROVED AS TO FORM BY:

By: _____
Curtis N. Hedger (Date)
Washtenaw County Corporation Counsel

By: _____
Christopher Taylor (Date)
Mayor

ATTESTED TO:

By: _____
Lawrence Kestenbaum (Date)
Washtenaw County Clerk/Register

By: _____
Jacqueline Beaudry (Date)
City Clerk

APPROVED AS TO FORM:

By: _____
Verna McDaniel (Date)
Washtenaw County Administrator

By: _____
Stephen K. Postema (Date)
City Attorney

APPROVED AS TO CONTENT:

APPROVED AS TO SUBSTANCE:

By: _____
Jerry L. Clayton (Date)
Sheriff

By: _____
Steven D. Powers (Date)
City Administrator

APPROVED AS TO FORM & CONTENT:

By: _____
Elizabeth P. Hines (Date)
Chief Judge
15th Judicial District Court

APPROVED AS TO FORM:

By: _____
Shryl Samborn (Date)
Court Administrator
15th Judicial District Court