

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, 2014 and ends on December 31, 2014 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.

4. **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.

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. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
 - b. Comprehensive/Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The City shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
 - c. 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.

Insurance companies, named insured's and policy forms shall be subject to the approval of the City Administrator. Such approval shall not be unreasonably withheld.

Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to the City.

COUNTY shall furnish the City Administrator or his/her designee with satisfactory certificates of insurance or a certified copy of the policy, if requested by the City Administrator.

No payments will be made to the COUNTY until the current certificates of insurance have been received and approved by the City Administrator or his/her designee. If the insurance as evidenced by the certificates furnished by the COUNTY expires or is canceled during the term of the contract, services and related payments will be suspended.

COUNTY shall furnish the City Administrator or his/her designee 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 City Administrator c/o Court Administrator, 15th Judicial District Court, 301 E. Huron St., Room 407; Ann Arbor, MI 48104 and shall provide for thirty (30) day written notice to the Certificate holder of cancellation of coverage.

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/15th JUDICIAL DISTRICT COURT

APPROVED AS TO FORM BY:

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

By: _____
John Hieftje (Date)
Mayor

ATTESTED TO:

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

By: _____
Jacqueline Beaudry (Date)
City Clerk

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)
Deputy Court Administrator
15th Judicial District Court