

CITY OF ANN ARBOR AND COUNTY OF WASHTENAW
AGREEMENT FOR
POLICE DISPATCH SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, by and between the City of Ann Arbor, a Michigan municipal corporation, with principal address at 301 E. Huron St., Ann Arbor, Michigan 48107-8647, ("CITY"), and the County of Washtenaw, a Michigan municipal corporation, with principal address at 220 North Main Street, Ann Arbor, Michigan 48107, ("COUNTY"):

RECITALS

WHEREAS, In May 2010, the CITY and COUNTY created a joint dispatch center to operate their respective police dispatch operations;

WHEREAS, The CITY now desires to contract with the COUNTY to provide police dispatch services to the residents of the City of Ann Arbor, as part of the COUNTY's provision of police dispatch services to the entire County;

WHEREAS, The CITY has the authority under its Charter and Ordinances to contract for police dispatch services;

The CITY and COUNTY agree as follows:

I. Term

- A. The term of this Agreement shall begin on _____, 2012 and shall remain in effect until _____, 2017 unless terminated by either party under this Agreement.
- B. This Agreement may be renewed for additional five-year terms by written notification of the City Administrator or designee to the COUNTY or written notification of the County Administrator or Sheriff to the CITY sixty (60) days prior to expiration of the term, and agreement by the other party.

II. Scope of Services

- A. The purpose of the CITY's agreement to contract police dispatch services to the COUNTY is to provide quality services to customers and residents, and to provide one police dispatch system for the County and the City.
- B. The COUNTY shall provide the CITY with police dispatch services as specified below and in the Service Level Specifications attached as Appendix A .
 - 1. COUNTY agrees to provide personnel to answer the 911 phone system as presently installed in the City of Ann Arbor Emergency Dispatch Center or at another facility agreed to by the parties, for calls for City police, 24 hours per day, 365 days per year.

2. COUNTY's standard of service under this Agreement shall be the level of quality performed by dispatch centers regularly rendering this type of service and will meet the performance metrics as agreed upon by the parties and outlined in Appendix B. The standards of service and performance metrics will be subject to annual review by the parties.
3. COUNTY shall perform its services under this Agreement in compliance with all applicable laws, ordinances and regulations.
4. COUNTY will provide these dispatch services, for the initial period of this Agreement, at 111 N. Fifth Avenue, Ann Arbor, in the City of Ann Arbor Police Dispatch Center. Upon the parties' agreement, the location for the provision of these services may change during the term of the Agreement.
5. COUNTY will provide any other services related to dispatch operations as agreed to by the parties.

III. Charge for Services

- A. CITY will pay COUNTY a flat fee of \$759,089.00 per year to dispatch all of its police calls. In exchange for allowing the COUNTY to utilize the City's Emergency Dispatch Center to provide these services, this payment will be offset by the amount of \$12,520.00 per year, for any year in which the COUNTY utilizes the City's Emergency Dispatch Center. Payments will be made on a quarterly basis beginning at the end of the first quarter of service.
- B. CITY agrees to pay the fee specified in Subparagraph A, above, within 30 calendar days of the date of the COUNTY'S invoice. The COUNTY will provide invoices on a quarterly basis. Such invoices will reflect the pro-rata offset specified in subparagraph A, above.

IV. Facilities

- A. COUNTY and CITY agree that any licenses, rental agreements and the like held by the CITY for equipment, programs, etc. related to the police dispatch operation, will be transferred to the COUNTY at the time that said agreements expire or become subject to renewal. As equipment related to the dispatch operation and currently owned by the CITY needs to be replaced, the COUNTY will be responsible for the purchase of such replacement equipment.

- B. CITY will provide designated COUNTY employees 24 hour access to the City of Ann Arbor Emergency Dispatch Center with keys and/or key cards, during the period when the COUNTY utilizes the City of Ann Arbor Emergency Dispatch Center.

V. General Operational Conditions

- A. The COUNTY shall maintain books, records and separate accounts for all funds administered by the COUNTY on behalf of the CITY.
- B. COUNTY employees shall not disclose confidential information of the CITY to any other COUNTY employee or other person.
- C. The COUNTY will give first consideration in hiring to all CITY dispatch employees who were employed with the CITY as of July 1, 2011, for all open positions in Police Dispatch with the COUNTY. First consideration in hiring will expire 30 days after the date that City employees are notified of a layoff from the CITY. That is, any CITY employee must have completed all COUNTY application requirements within 30 days after a notification of layoff from the CITY. To be eligible for first consideration in hiring, former CITY employees must meet the minimum qualifications for the open position at the COUNTY, must pass any testing requirements and must pass any background inquiry required by the COUNTY. No CITY employees will be directly transferred to the COUNTY.
- D. CITY dispatch employees hired by the COUNTY will become COUNTY employees with respect to all benefits in accordance with the terms of the COUNTY's benefit plans.

VI. Relationship of Parties

- A. The parties to this Agreement agree that it is a contract for services. Nothing contained in this Agreement shall be deemed to constitute any other relationship between the CITY and the COUNTY.
- B. The COUNTY certifies that it has no financial interest in the dispatch services which it will provide to the CITY other than the fee it is to receive under this Agreement. The COUNTY further certifies that it shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of services under this Agreement.
- C. COUNTY does not have any authority to execute any contract or agreement on behalf of the CITY, and is not granted any authority to assume or create any obligation or liability on the CITY's behalf or to bind the CITY in any way. CITY does not have any authority to execute any contract or agreement on behalf of the COUNTY and is not granted any authority to assume or create any obligation or liability on the COUNTY'S behalf or to bind the COUNTY in any way.

- D. COUNTY certifies that it is not, and shall not become, overdue or in default to the CITY for any contract, debt, or any other obligation to the CITY. CITY shall have the right to set off any such debt against compensation due for services under this Agreement. CITY certifies that it is not, and shall not become, overdue or in default to the COUNTY for any contract, debt or any other obligation to the COUNTY. COUNTY shall have the right to set off any such debt against the offset for use of facilities described in Paragraph III A of this Agreement.

VII. Employee Compensation/Taxes/Reimbursement

The COUNTY accepts exclusive liability for compensation and benefits for services performed by COUNTY employees under this Agreement. COUNTY accepts exclusive liability for all applicable payroll taxes, including social security, federal, state and any local income tax withholding, federal and state unemployment taxes, and any penalties and interest on such payroll taxes resulting from amounts paid to any persons employed by COUNTY in performing services under this Agreement. Such persons will in no event be the employees of the CITY. COUNTY agrees to indemnify CITY from any and all taxes under Section 4980B of the Internal Revenue Code and any penalties and interest thereon, resulting from failure of COUNTY to satisfy the continuation coverage requirements provided in Section 4980B of the Internal Revenue Code with respect to COUNTY's group health plans, if any, applicable to persons employed by COUNTY in performing services under this Agreement. COUNTY must pay all income, single business, sales, use, property, and any other taxes, assessments and fees arising out of the COUNTY's performance of services under this Agreement, and must indemnify CITY for all such taxes, assessments and fees and any penalties and Interest on such taxes, assessments and fees levied against CITY or which CITY may be required to pay.

VIII. Compliance with Laws and Regulations

The COUNTY agrees to comply at its own expense with all health, safety, and work laws, regulations, directives, and rules, including, but not limited to all applicable OSHA/MIOSHA requirements, the Americans with Disabilities Act requirements, and any other requirements specified by applicable Federal or State laws.

IX. Equal Access

The COUNTY shall provide the services set forth in this Agreement without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, disability, or age, height, and weight.

X. Equal Employment Opportunity

In providing services under this Agreement, the COUNTY will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, disability, age, height, weight, marital status, veteran status, or religion (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The COUNTY acknowledges that both parties have adopted ordinances and/or policies to eliminate discrimination based on sex, race, sexual orientation, handicap, as well as other classifications defined specifically by applicable ordinances, in the hiring of applicants and the treatment of employees. The COUNTY agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code.

The COUNTY agrees to post notices containing its policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for COUNTY employees in the Dispatch Center will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, disability, age, height, weight, marital status, veteran status, or religion, or other classifications defined by applicable ordinance or statute.

XI. Living Wage

The COUNTY is a “covered employer” as defined in Chapter 23 of the Ann Arbor City Code and agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code with respect to services performed under this Agreement. The COUNTY agrees to pay those employees providing services to the CITY under this Agreement a “living wage” as defined in Section 1:815 of the Ann Arbor City Code; to post a notice approved by the CITY of the applicability of Chapter 23 in the locations in which employees providing services under this Agreement are working; to maintain records of compliance; if requested by the CITY, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23. The COUNTY will also comply with its own living wage provision.

XII. Indemnity

The COUNTY will protect, defend, indemnify and hold the CITY, its officers, agents, servants, volunteers and employees harmless from any and all liabilities, claims, liens, fines, demands and costs, including court costs and attorney fees, which may arise due to the COUNTY’s negligent, grossly negligent and /or intentional acts or omissions under this Agreement, including those acts of any subcontractor, or any employee, agent or representative of the COUNTY or any sub-contractor.

The CITY will protect, defend, indemnify and hold the COUNTY, its officers, agents, servants, volunteers and employees harmless from any and all liabilities, claims, liens, fines, demands and costs, including court costs and attorney fees, which may arise due to the CITY’s negligent, grossly negligent and/or intentional acts or omissions under this Agreement.

This section is not intended, and shall not be construed, to waive or limit any immunity defense which the respective governmental entity may have including, but not limited to, governmental immunity.

XIII. Insurance

The COUNTY acknowledges that it is insured or self-insured. The COUNTY agrees to maintain insurance or self-insurance reserves or excess insurance policies at its own expense during the term of this Agreement, or any extensions of this Agreement, in the type and amounts below:

- 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. COUNTY shall name the CITY as "additional insured" on the general liability policy with respect to the services provided under this Agreement.
- 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.
- D. Insurance companies, named insureds and policy forms shall be subject to the approval of the City Attorney. 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 with a letter of self-insurance and/or satisfactory certificates of insurance or a copy of the policy, if requested by the City Attorney.

XIV. Termination

Either party may terminate this Agreement with or without cause by giving 180 days written notice to the other party of its intent to terminate. In the event of this Agreement's termination, any money owed by one party to the other prior to the date of termination pursuant to Article III must still be paid. If the contract is terminated at a time when the police dispatch services are being provided out of the City's Emergency Dispatch Center, the COUNTY will be able to continue to provide dispatch services from that facility pursuant to a co-location agreement attached as Appendix C. At such time, the parties agree to negotiate terms regarding continued co-location in the City Emergency Dispatch Center. If the contract is terminated at a time when the police dispatch services are being provided out of a COUNTY facility, the CITY will be able to continue to provide its dispatch services from that facility for a reasonable period of time up to one year, and the parties agree to negotiate terms regarding continued co-location at the COUNTY facility.

XV. General Provisions

- A. This Agreement may not be altered or amended except by written agreement, signed by the City Administrator or designee and the County Administrator and Sheriff. All amendments to this Agreement are subject to the approval of the City Administrator and the County Administrator and Sheriff.
- B. The provisions of this Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.
- C. This Agreement may be executed in counterparts, each of which shall be deemed original. Such counterparts shall together constitute but one and the same Agreement.
- D. 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.
- E. The recitals at the beginning of this Agreement are incorporated into the Agreement by reference.
- F. 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.
- G. The Agreement shall be construed in accordance with the laws of the State of Michigan. The parties agree that Washtenaw County, Michigan is the proper forum for any litigation arising out of this Agreement.
- H. The failure of a party to enforce at any time the provisions 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.
- I. Neither party shall transfer, subcontract, or assign the Agreement without the written consent of the other party.
- J. Any notice, request, demand, or other communication required or permitted thereunder shall be deemed properly given when received. All notices and submissions required under this Agreement shall be by personal delivery, overnight delivery service, or by first-class mail, postage prepaid, to the address set forth above or such other address or method of delivery as either party may designate by prior written notice to the other.
- K. This Agreement represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral, except for the Partnership Agreement and Cooperative Agreement between the parties.

**WASHTENAW COUNTY,
A Michigan Constitutional Corporation**

Attested to:

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

By: _____
Verna J. McDaniel (Date)
County Administrator

By: _____
Sheriff Jerry Clayton (Date)

Approved as to Form:

By: _____
Curtis N. Hedger (Date)
Office of Corporation Counsel

**CITY OF ANN ARBOR,
A Michigan Municipal Corporation**

By: _____
John Hieftje (Date)
Mayor

By: _____
Jacqueline Beaudry (Date)
City Clerk

Approved as to Substance

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

By: _____
Chief Barnett Jones
Safety Service Administrator

Approved as to Form:

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

APPENDIX A

SERVICE LEVEL SPECIFICATIONS

The COUNTY agrees to provide the following services which are the subject of this Agreement. The CITY may bring disputes regarding services or levels of service provided by the COUNTY directly to the Sheriff for discussion.

Manage the City's police call taking and dispatching of police calls coming into the dispatch center.

Dispatch of police and community standards calls for service.

Manage LEIN and NCIC file maintenance currently performed by the City of Ann Arbor Dispatch.

Perform associated tasks to support automated alarm enforcement billing being conducted by a third party (EnablePoint).

Administration of PSAP training funds received to support dispatch operations.

Furnish all of the materials and labor necessary to take and dispatch the CITY'S police emergency calls pursuant to protocols agreed to by the CITY.

Treat emergency police calls from the City of Ann Arbor with equal priority to other emergency calls from the County. Dispatching decisions will be based on need without regard to the origin of the call.

Provide CITY with access to CAD information regarding all emergency police calls received for the City of Ann Arbor.

Share with the CITY all complaints received from citizens of the City regarding police emergency dispatch services, beginning with the date of implantation of this Agreement.

Change dispatch protocols for emergency police dispatch after review and agreement by the CITY.

Appear for a presentation to the City Council on the dispatch operations on an annual basis, if requested.

Other services as agreed to by the parties.

APPENDIX B

PERFORMANCE METRICS

OPERATIONAL:

Call Volume (911 by jurisdiction; Ann Arbor and Washtenaw County non emergency)

Number of calls for service

Speed to answer (mean, min, max)

Speed to dispatch/length of call hold (emergency/non-emergency) (mean, min, max)

SERVICE QUALITY:

Officer Satisfaction

Command Satisfaction

Citizen Satisfaction

Call Scoring (behavior-based)

Number of complaints by jurisdiction

FINANCIAL:

Performance to budget

Total overtime hours

Overtime percentage (#OT hours/#total hours)

Productive labor hours

Cost per 911 call

DEVELOPMENT:

Hours of training per employee

Number of certifications per employee