



WASHTENAW COUNTY

OFFICE OF THE SHERIFF



JERRY L. CLAYTON
SHERIFF

2201 Hogback Road ♦ Ann Arbor, Michigan 48105-9732 ♦ OFFICE (734) 971-8400 ♦ FAX (734) 973-4624 ♦ EMAIL sheriff@ewashtenaw.org

MARK A. PTASZEK
UNDERSHERIFF

February 22, 2017

CV 32761.1

Marlene Chockley, Township Supervisor
Northfield Township
8350 Main Street
Whitmore Lake, MI 48189

RE: Dispatch Contract Rate Adjustment

Since the consolidation of Metro Dispatch with Northfield Township, the City of Ypsilanti and the City of Ann Arbor, the quality and customer satisfaction of dispatch services has increased while making it more cost effective to provide this service. The Sheriff's Office and our contracting partners have all benefited from this collaboration.

From the strategic perspective, we have provided the requisite technology infrastructure to operate a state-of-the-art public safety dispatch and communications center, settled labor contracts for the next several years, and renewed the Emergency Communications millage providing coverage for any future capital investments that we may need moving forward; all assuring a stable operational and financial outlook.

Based upon actual expenditures, our present assessment of service delivery costs warrants a minor increase in our dispatch contracts. We plan a 3% increase in our service contract beginning July 1, 2017. For Northfield Township, it will result in a \$1,900 increase over the course of 12 months, bringing the annual contract amount to \$65,247. There have been no increases to this contract since 2008.

Thank you for your continuing partnership in assuring the provision of high quality, cost effective public safety services. Our partnership and collaborations benefit us all. As always, please contact me if you have any questions.

Very truly yours,

Jerry L. Clayton
Sheriff

Cc: Mark A. Ptaszek, Undersheriff
Gregory D. Bazick, Chief Deputy
Marc Breckenridge, Emergency Services Director
SiRui Huang, Financial Manager

Public Safety – Quality Service – Strong Communities



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MARK A. PTASZEK
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February 22, 2017

Marlene Chockley
Township Supervisor
Northfield Township
8350 Main Street
Whitmore Lake, MI 48189

Dear Supervisor Chockley:

Washtenaw County wishes to amend the contract with your agency. Corporation Counsel has indicated that this amendment could be accomplished by a letter signed by both of us. If this amendment is agreeable to you, please sign and return all copies of this letter. You will receive an executed copy of this letter upon completion.

Accordingly, I hereby amend the Dispatch Services Contract between Washtenaw County and Northfield Township Police Department dated January 1, 2011 as follows:

Amend ARTICLE II – PRICE to extend the contract as follows:

Beginning July 1, 2017, upon the above Dispatch services and submission of invoices, AGENCY will pay SHERIFF an amount not to exceed Sixty Five Thousand Two Hundred and Forty Seven dollars (\$65,247.00) per year. Price will be set until June 30, 2021.

ATTEST:

WASHTENAW COUNTY

Lawrence Kestenbaum (DATE)
County Clerk/Register

Gregory Dill (DATE)
County Administrator

APPROVED FOR CONTENT:

CONTRACTOR

Jerry. L. Clayton (DATE)
Washtenaw County Sheriff

Accepted by _____
Marlene Chockley (DATE)
Township Supervisor

Original: Clerk
Vendor
cc: Sheriffs Office
Purchasing

CY 32761
✓

**WASHTENAW COUNTY SHERIFF'S OFFICE
CENTRAL DISPATCH**

**2011 POLICE DISPATCHING SERVICE AGREEMENT
WITH
NORTHFIELD TOWNSHIP POLICE DEPARTMENT**

This Agreement, entered into this 1st day of January, 2011, between **WASHTENAW COUNTY**, on behalf of the Washtenaw County **SHERIFF'S OFFICE**, a legal entity created by inter-governmental agreement, pursuant to State law, located at 2201 Hogback Road, Ann Arbor, Michigan 48105, ("SHERIFF"); and **NORTHFIELD TOWNSHIP POLICE DEPARTMENT**, a Michigan municipal corporation, ("AGENCY").

WITNESSETH:

Whereas, SHERIFF and AGENCY are contracting through this instrument for SHERIFF to provide AGENCY with certain dispatching services and for AGENCY to receive and pay for those services, according to the terms of this instrument; and

Whereas, AGENCY is contracting to receive such services by this instrument for its police department; and

Whereas, AGENCY and SHERIFF are basing the fee charged for the dispatching service on their mutual understanding that last year, AGENCY paid \$63347.00;

Now, therefore it is AGREED:

ARTICLE I - BASIC SERVICES TO BE PROVIDED BY SHERIFF

1.1. **General.** SHERIFF shall provide AGENCY with the dispatching services hereafter described on an "as needed" basis, twenty-four (24) hours a day, every day of the year, pursuant to the terms of this Agreement.

1.2. **Dispatching Services.** SHERIFF, through its own operations or through services provided by contract with a third party, shall:

1.2.1. Provide technical communications dispatching services at a facility or facilities in Washtenaw County as designated by the SHERIFF, for the purpose of monitoring and receiving requests for police services from AGENCY and relaying such requests to members of AGENCY. This includes recording radio and telephone requests for AGENCY services that are received and those relayed. The services to be provided are to be of the kind and quality currently being provided to entities dispatched by that facility.

1.2.2. Dispatch AGENCY vehicles, equipment, and personnel, pursuant to the guidelines, policies, procedures and protocols (hereafter, "Guidelines"), established by SHERIFF and Law Enforcement Operational Working Group.

1.2.3. Maintain a business log to document each response of AGENCY to a request for services, including messages and times, all pursuant to the Guidelines.

1.3. **Personnel.** SHERIFF shall use reasonable care to provide qualified telecommunications operators and dispatchers to provide the services required by this Agreement.

1.4. **Equipment.** SHERIFF shall use reasonable care to select and acquire appropriate equipment to provide the services required by this Agreement.

1.5. **Limits on SHERIFF Responsibility.** SHERIFF shall:

1.5.1. Not be responsible to AGENCY in contract, tort, or by virtue of any statutory or constitutional source of civil liability, except as expressly provided in this Agreement.

1.5.2. Not be construed to have assumed any obligation of AGENCY to any third person or to have assumed any liability of AGENCY's whatsoever, by virtue of this Agreement or by virtue of this relationship.

1.5.3. Not be construed to extend any warranty whatsoever to anyone, by virtue of this Agreement.

1.5.4. Be understood to be undertaking to use reasonable efforts to perform this Agreement, with no liability whatsoever by SHERIFF to AGENCY or to anyone else in the event that SHERIFF's failure to perform or failure to perform according to this Agreement is due to causes beyond the reasonable control of SHERIFF, despite its use of reasonable care.

1.5.5. Not be understood to have assumed any risk that otherwise would be AGENCY's, but for this Agreement, except such risk as attends SHERIFF's breach of express provisions of this Agreement.

1.5.6. Be understood by AGENCY as endeavoring to provide electronic-based services whose efficiency is limited by the inevitable limitations of the equipment (even when reasonably selected and properly operated and maintained) and by the inevitable possibility of human error on the part of dispatching personnel, despite reasonable care in their selection, training, and supervision.

1.5.7. Not be liable to AGENCY or to anyone else for indirect or incidental or consequential damages arising from breach of this Agreement by SHERIFF, this clause being a limitation on the liability of SHERIFF.

ARTICLE II - PRICE

2.1. **Price.** The price to be paid by AGENCY to SHERIFF for the services described herein is **\$5,278.91** per month, to be paid on the first day of each month on which service is to be performed, during the term of this Agreement, for a total of **\$63,347.00** annually. The first payment is to be paid on **January 1, 2011**, and subsequent payments are to be made on the first day of each succeeding month, through **December 31, 2011**.

ARTICLE III - THIS AGREEMENT AND MASTER AGREEMENT

3.1. **Master Agreement.** The Master Agreement (Agreement Creating the Washtenaw Central Dispatch and Technology SHERIFF of July 1, 2000), a copy of which has been provided to AGENCY, is hereby incorporated by reference and made a part of this Agreement. In the event of any disagreement between the provisions of this Agreement and those of the Master Agreement, the provisions of the Master Agreement control. The omission from this Agreement of provisions concerning matters treated in the Master Agreement is not to be construed as depriving AGENCY of rights and powers granted to it in the Master Agreement by virtue of its having entered into this Agreement.

ARTICLE IV - AGENCY OBLIGATIONS

4.1. **Guidelines Observance.** AGENCY agrees to observe the Guidelines lawfully adopted by SHERIFF, as they exist now and as they may be amended from time to time, provided such Guidelines are applied uniformly to all entities receiving dispatching services (or the AGENCY's kind of dispatching services, if fire and police services differ).

4.2. **Radio Equipment.** AGENCY agrees to use such radio equipment as may be specified reasonably by SHERIFF for the receipt of its dispatching messages, provided the adoption of radio equipment standards by SHERIFF is reasonable, is communicated by SHERIFF to AGENCY, and that the equipment requirements are uniformly applied.

4.3. **Internal AGENCY Guidelines.** AGENCY agrees to adopt and enforce such guidelines within AGENCY as are reasonably necessary to see to it that AGENCY personnel follow SHERIFF Guidelines that are binding on AGENCY, that they properly use and maintain the radio equipment required by this Agreement, and otherwise do what is required for the smooth operation of the dispatching services contemplated by this Agreement.

4.4. **Education.** In the event SHERIFF provides initial or follow-up training for AGENCY personnel with respect to the dispatching operations contemplated by this Agreement, AGENCY will cooperate, to see to it that its personnel are properly trained, attending such sessions to the extent compatible with their other obligations, as determined by AGENCY.

4.5. **Equipment.** AGENCY shall provide, maintain, repair, and replace, at its own expense, all two-way radio and telephone lines, all radios, all radio control lines, and all other equipment reasonably necessary for the receipt of dispatching services or for calling in messages to SHERIFF.

4.6. **Limits of AGENCY Responsibility.** AGENCY shall:

4.6.1. Not be responsible to SHERIFF in contract, tort, or by virtue of any statutory or constitutional source of civil liability, except as expressly provided in this Agreement.

4.6.2. Not be construed to have assumed any obligation of SHERIFF to any third person or to have assumed any liability of SHERIFF's whatsoever, by virtue of this Agreement or by virtue of this relationship.

4.6.3. Not be construed to extend any warranty whatsoever to anyone, by virtue of this Agreement.

4.6.4. Be understood to be undertaking to use some reasonable efforts to perform this Agreement, with no liability whatsoever by AGENCY to SHERIFF or to anyone else in the event that AGENCY's failure to perform or failure to perform according to this Agreement is due to causes beyond the reasonable control of AGENCY, despite its use of reasonable care.

4.6.5. Not be understood to have assumed any risk that otherwise would be SHERIFF's, but for this Agreement, except such risk as attends AGENCY's breach of express provisions of this Agreement.

4.6.6. Not be liable to SHERIFF or to anyone else for indirect or incidental or consequential damages arising from breach of this Agreement by AGENCY, this clause being a limitation on the liability of AGENCY.

ARTICLE V - OBLIGATIONS OF EACH PARTY

5.1. **Compliance With Law.** Both parties shall comply with all federal, state, and local laws and regulations in all that they do, pursuant to this Agreement and the arrangements contemplated by it.

5.2. **Insurance.** The AGENCY shall have insurance in force, as specified in Article 13.6 of this Agreement.

ARTICLE VI
CONFIDENTIALITY, MEDIA POLICY, SHERIFF TO SPEAK FOR THE OTHER PARTY

6.1. **Media Policy.** In the event the SHERIFF adopts a media policy in its Guidelines, the AGENCY and the SHERIFF will honor that policy in any information either provides the media or other third persons with respect to any incidents arising in the course of this Agreement. If no such policy is adopted, AGENCY and SHERIFF shall coordinate with each other the releases of any such information, to the extent feasible, and neither will release such information in a manner that might reasonably be understood as the information releasor speaking for the other party as well as for itself.

6.2. **Confidentiality.** Both parties recognize that much information transmitted pursuant to this Agreement is confidential under federal, state, and/or local law. Each party will use care to keep all such information confidential.

6.3. **SHERIFF of Agent of One Party to Deal With Other Party.** In their dealings with each other, each party recognizes that no one is authorized to bind the other party, except such highest officials of the agents as are expressly granted such SHERIFF by the other party, in the manner prescribed by State law.

ARTICLE VII - SEPARATION OF ENTITIES

7.1. **In General.** Any person who is paid by one of the parties as an employee or independent contractor or agent remains at all times, for purposes of this Agreement, the employee, independent contractor, or agent of that party and never becomes the borrowed servant, contractor, employee or agent of the other party. Nothing in this Agreement authorizes one party (or any of its agents, officers, employees, or independent contractors) to act for or bind the other party.

ARTICLE VIII - THIRD PARTY CLAIMS

8.1. **In General.** In the event either party learns that a third party has made, or may make, a claim against either or both parties to this Agreement, with respect to anything done or not done, pursuant to the terms of this Agreement and the activities contemplated by this Agreement, the party learning that shall promptly notify the other party of the claim or possibility of claim. In that event, the parties will endeavor, to the extent permitted by law and conflict of interest, to cooperate with one another in the handling of the claim or threatened claim.

ARTICLE IX - DEFAULT

9.1. **Late Charges.** SHERIFF may, from time to time, by the procedures specified in the Master Agreement, adopt a schedule of late charges to be charged Contributing Members, such as AGENCY, in the event of late payment of installments of the Price. In the event such a schedule is lawfully adopted and uniformly applied, AGENCY shall pay SHERIFF late fees for installment payments paid more than ten (10) calendar days late, as provided in that schedule.

9.2. **Serious Default.** In the event either party is guilty of a serious default on its obligations arising out of this Agreement, the victim of such default may give written notice of default. If such notice is given, the other party has thirty (30) calendar days either to cure the default or to commence cure and thereafter continue cure until successful. In the event of a serious default with proper notice of default given, and without cure achieved (or commenced and continued) as specified above, the victim of default may terminate this Agreement for default by giving written notice of termination to the other party.

ARTICLE X - TERM

10.1 This Agreement shall be in full force and effect as of January 1, 2011 and shall continue in full force and effect through December 31, 2011, except as allowed by Article 9 or Article 12.6 and except as provided herein. This Agreement shall also terminate or be suspended, without recourse, upon written notice of termination by the SHERIFF to the AGENCY, in the event the SHERIFF's ability to utilize the facilities and/or equipment of Washtenaw County is terminated or otherwise impaired so that, in the SHERIFF's judgment, it cannot provide the services otherwise required by this Agreement.

ARTICLE XI - AUTOMATIC RENEWAL

11.1. **In General.** Unless AGENCY or SHERIFF give notice in writing to the opposite party within one hundred eighty (180) calendar days of the date of termination of this Agreement, that the notice-giver is not renewing this Agreement for the following year, this Agreement shall be renewed automatically for the following calendar year. In the event of such automatic renewal, all terms shall be the same as in this Agreement, with the exception of the Price term. The Price term--unless otherwise expressly agreed in writing by the parties--shall be at the same uniform rate SHERIFF is charging all other similar police agencies that calendar year, as determined by the Board of the SHERIFF, pursuant to the Master Agreement.

ARTICLE XII - MISCELLANEOUS

12.1. **Assignment, Delegation, Third Party Beneficiary.** There are no third party beneficiaries of this Agreement. No person other than SHERIFF and AGENCY shall have any rights, powers, privileges, or benefits of a legally-enforceable kind, by virtue of this Agreement. Neither party may assign the right to receive the performance of the other created by this Agreement. SHERIFF is expected to, and may, delegate its performance obligations to the Washtenaw County Sheriff's Department, the Huron Valley Ambulance Company, Inc., or others, provided its selection of delegates conforms to the terms of the Master Agreement.

12.2. **Michigan Law.** This Agreement is governed by Michigan law for all purposes.

12.3. **Changes.** This Agreement may be amended only by a writing signed by properly authorized agents of both parties.

12.4. **Arbitration.** All disputes arising out of this Agreement shall be submitted to arbitration under the rules of the American Arbitration Association, and judgment may be entered in any court of record on any award rendered.

12.5. **Indemnification.** The AGENCY will hold harmless and indemnify the SHERIFF, Washtenaw County, and their officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, demands and costs, of whatsoever kind and nature, which may result in injury or death to any persons, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County, the Washtenaw County Sheriff, the Michigan State Police, or any founding or contributing member, 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 Agreement, resulting from negligent acts or omissions of the AGENCY, or any employee, agent or representative of the AGENCY.

The SHERIFF will hold harmless and indemnify the AGENCY and its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, demands and costs, of whatsoever kind and nature, which may result in injury or death to any persons, and for loss or damage to any property, including property owned or in the care, custody or control of the AGENCY, 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 Agreement, resulting from negligent acts or omissions of the SHERIFF, or any employee, agent or representative of the SHERIFF.

12.6. **Insurance Requirements.** The AGENCY will maintain at its own expense during the term of this Agreement, the following insurance:

12.6.1. Worker's Compensation Insurance with Michigan statutory limits and Employers Liability insurance with a minimum limit of \$100,000 each accident for any employees.

12.6.2. Comprehensive/General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. Policy shall include personal injury coverage. The SHERIFF and its agents shall be added as "additional insured" on the General Liability policy with respect to the services provided under this Agreement.

12.6.3. Automobile Liability Insurance covering all AGENCY-operated, AGENCY-hired, AGENCY-owned or 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 insureds and policy forms shall be subject to the approval of the Washtenaw County Administrator. Such approval shall not contain endorsements or policy conditions which reduce coverage provided to SHERIFF or insurance companies insuring SHERIFF for all costs resulting from both financially unsound insurance companies selected by AGENCY and their inadequate insurance coverage.

The AGENCY shall furnish satisfactory certificate(s) of insurance or a certified copy of the policy and/or endorsements evidencing such coverage to the Executive Director of the SHERIFF, at least ten (10) working days prior to commencement of services under this Agreement. The certificate(s) shall provide for sixty (60) days written notice to the certificate holder of cancellation of coverage.

No service will be rendered to the AGENCY until the certificate(s) of insurance have been received and approved by the Executive Director of the SHERIFF. If the insurance, as evidenced by certificate(s) furnished by the AGENCY, expires or is canceled during the term of this Agreement, services will be suspended until certificate(s) evidencing renewal of coverage are submitted and approved.

If ever the required insurance coverage is not maintained, the Agreement shall be subject to cancellation immediately or at any time thereafter, at the sole election of the SHERIFF. If the insurance coverage described in the required certificate of insurance expires without evidence of renewed coverage being submitted to the Executive Director of the SHERIFF, this Agreement shall be subject to cancellation immediately or at any time thereafter, at the sole election of the SHERIFF. If the SHERIFF elects to exercise its option to cancel on these grounds, the SHERIFF shall so notify the AGENCY of its election.

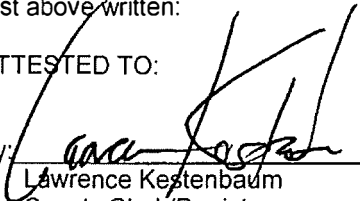
12.7. **Interest of AGENCY.** The AGENCY promises that it has no interest and will not acquire any interest that would conflict with the performance of services required by this Agreement. The AGENCY also promises that, in the performance of this Agreement, no person having a conflicting interest will be employed. In addition, no officer, agent, employee of the SHERIFF, the County of Washtenaw, or any of their governing bodies, may participate in any decision relating to this Agreement 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 the Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

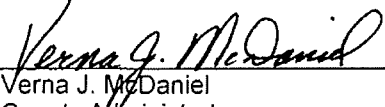
12.8. **Ownership and Publication of Documents.** All documents developed as a result of this Agreement will be freely available to the public. None may be copyrighted by the AGENCY. During the performance of the services, the AGENCY will be responsible for any loss of or damage to the documents while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

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

ATTESTED TO:

WASHTENAW COUNTY

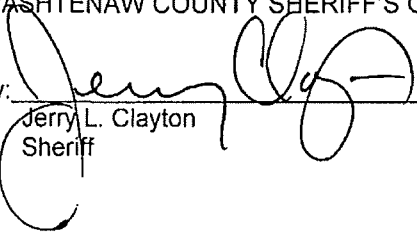
By:  4/30/11
Lawrence Kestenbaum Date
County Clerk/Register

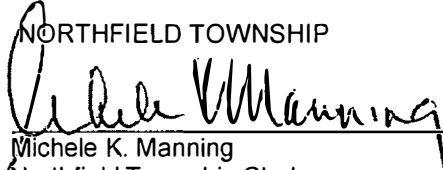
By:  4-20-11
Verna J. McDaniel Date
County Administrator

APPROVED AS TO CONTENT:

WASHTENAW COUNTY SHERIFF'S OFFICE

NORTHFIELD TOWNSHIP

By:  4/12/11
Jerry L. Clayton Date
Sheriff


Michele K. Manning Date
Northfield Township Clerk
8350 Main St., Ste. A
Whitmore Lake, MI 481989

APPROVED AS TO FORM:

By:  4-20-11
Curtis N. Hedger Date
Washtenaw County Corporation Counsel

WASHTENAW COUNTY

2011 APR 18 P 1:52

PURCHASING