

 ORIGINAL

R 41866.2

RENEWAL AGREEMENT NO. 1
CITY OF ANN ARBOR AND COUNTY OF WASHTENAW
AGREEMENT FOR
POLICE DISPATCH SERVICES

THIS AGREEMENT is made and entered into this 27th day of JULY, 2017, 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, Effective March 1, 2012, the City contracted for the provision of City-wide Police Dispatch services by the County as part of the County's provision of police dispatch services to the entire County ("Original Agreement");

Whereas, Under the terms of the Original Agreement, it could be renewed at the expiration of the initial term on written request of the City, upon proper notice, for additional five-year terms under the same terms and conditions of service subject to satisfactory performance of services and any modifications agreed upon in writing by the parties applicable to the additional term period;

Whereas, The City has timely submitted a request for renewal to the County, which request has been acknowledged by the County;

Whereas, The City Administrator has reviewed the performance record of County Dispatch and determined that renewal of the Original Agreement is in the best interest of the City;

Whereas, The parties agree that certain terms of the Original Agreement have been completed or should be modified to better serve the City and its residents;

THEREFORE, the parties agree that the agreement between the parties will be extended for an additional period of time as follows:

Terms:

1. The term of this Renewal No. 1 shall commence on March 1, 2017 and terminate on February 28, 2022, unless otherwise terminated in accordance with the terms of the Original Agreement (Renewal Term).
2. The parties agree that the requirements in Article V, sections C and D of the Original Agreement have been fully satisfied and are not applicable to this Renewal or any further Renewal Term available under the terms of Article I, section B.

3. Article III, Change for Services, of the Original Agreement, is amended to read as follows:

III. Charge for Services

- A. CITY will pay COUNTY a flat fee of \$781,862.00 per year to dispatch all of its police calls. Price set for the Renewal Term.
 - B. In exchange for allowing the COUNTY to utilize the square footage in in the City's Fire Station One, 2nd Floor (previously used by the City's 911 Dispatch Center) to provide these services, this payment will be offset by the amount of \$12,895.60 per year, for any year in which the COUNTY utilizes the square footage in the City's Fire Station One, 2nd Floor as its County Dispatch Station
 - C. Payment to be made in four installment (1 each quarter) within thirty calendar days of the date of receipt of COUNTY quarterly invoice. Such invoices will reflect the pro-rata offset specified in in subparagraph B above.
4. Article XIII, Insurance, section C, of the Original Agreement, is amended to delete the requirement of provision by the County of Automobile Liability Insurance coverage and to replace it with the requirement of Excess Liability Insurance coverage. The amended Article to read in its entirety as follows:

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. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.
- D. Insurance required under section B and C 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. Documentation must provide and demonstrate an 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 the agent or authorized representative; 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 requirements specified. The County shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of the term of this renewal agreement. 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 to the City at least ten days prior to the expiration date.

5. That Appendixes A and B of the Original Agreement are replaced in their entirety effective with the commencement of the Renewal Term with Appendixes A1 and B1 attached hereto and made a part hereof

All terms, conditions, and provisions of the original agreement between the parties effective March 1, 2012, unless specifically amended above, are to apply to this renewal and are made a part of this renewal as though expressly rewritten, incorporated, and included herein.

This renewal to the agreement between the parties shall be binding on the heirs, successors and assigns of the parties.

**FOR WASHTENAW COUNTY,
A Michigan Constitutional Corporation**

By 

Its: County Administrator

Attested to:  7/10/17

Lawrence Kestenbaum
County Clerk/Register

**FOR THE CITY OF ANN ARBOR
A Michigan Municipal Corporation**

By 
Howard S. Lazarus, City Administrator
DEREK DELACOURT, ACTING

[signatures continued on next page]

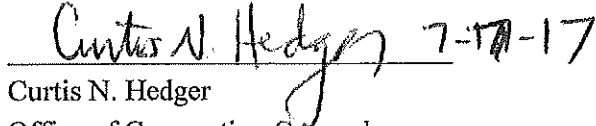

Sheriff Jerry Clayton

[signatures continued on next page]

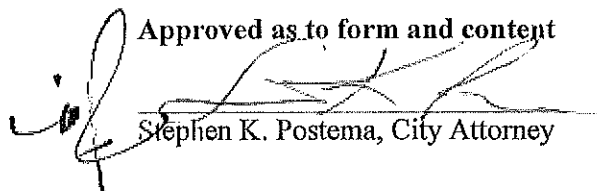
Approved as to Substance


James Baird, Chief AAPD

Approved as to form


Curtis N. Hedger
Office of Corporation Counsel

Approved as to form and content


Stephen K. Postema, City Attorney

APPENDIX A-1

SERVICE LEVEL SPECIFICATIONS

The COUNTY agrees to provide the following services that 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 and City CODE RED emergency system 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-1

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

