

MILAN CITY AND COUNTY OF WASHTENAW
AGREEMENT FOR
POLICE DISPATCH SERVICES

THIS AGREEMENT is made and entered into this 12TH day of July, 2022, by and between City of Milan, a Michigan municipal corporation, with principal address at 35 Neckel Court, Milan, Michigan 48160 ("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, the CITY now desires to contract with the COUNTY to provide police dispatch services to the residents of Milan, as part of the COUNTY's provision of police dispatch services to the entire County;

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

The CITY and COUNTY agree as follows:

I. Term

- A. The term of this Agreement will be one year and shall begin on July 12, 2022 and shall remain in effect until June 30, 2023 unless terminated by either party under this Agreement.
- B. This Agreement may be renewed for additional 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 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 services 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 any other services related to dispatch operations as agreed to by the parties.
 5. County will share with the CITY all complaints received from citizens of the CITY regarding police emergency dispatch services, beginning with the date of implementation of this Agreement.

III. Charges for Services

- A. CITY will pay COUNTY a flat fee of sixty-five thousand nine hundred and ninety-six (\$65,996) for the term outlined above to dispatch its police calls.
- B. CITY agrees to pay 1/12 of 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 monthly basis.
- C. COUNTY shall receive Public Safety Answering Point (PSAP) 9-1-1 surcharge funding previously directed to the CITY as long as the COUNTY provides dispatching services for the CITY.

V. Relationship of Parties

- A. The parties of 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. The 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. The 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.

VI. 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, to the extent permitted by Michigan law, 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 will, to the extent permitted by Michigan law, 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.

VII. 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.

VIII. 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.

IX. Equal Employment Opportunity

The COUNTY will not discriminate against any applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

X. Indemnity

The COUNTY, to the extent permitted by Michigan law, will protect, defend, indemnify and hold the CITY, its officers, agents, servants, volunteers and employees harmless from any and all liabilities, claims, liens, fines 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, to the extent permitted by Michigan law, 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 including those acts of any subcontractor, or any employee, agent or representative of the CITY or any sub-contractor.

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

XI. 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, in the type and amount below:

- A. Worker's Compensation Insurance with Michigan statutory limits an 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 insured 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.

XII. Termination

Either party may terminate this Agreement with or without cause by giving thirty (30) 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 terminate pursuant to Article III must still be paid.

XIII. General Provisions

- A. The 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 or designee and the County Administrator and Sheriff.
- B. The provisions of the 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.

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.

Receive and dispatch the CITY's police requests for service.

Manage LEIN and NCIC file maintenance as presented for current volume. Packing and entering of hard copy warrants, conditional bonds. Monthly validations for hard copy warrants and conditional bonds. All other validations and file maintenance to be handled by CITY.

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 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 CITY.

Share with the CITY all complaints received from citizens of the CITY regarding police emergency dispatch services, beginning with the date of implementation of this Agreement. The complaint process includes but is not limited to:

- Receive and fully investigate all complaints.
- Provide an impartial examination of all "factual" information.
- Provide a subsequent disposition for each alleged complaint incident to include, generally, one of the following outcomes:
 - Proper Conduct: The alleged act occurred, but was justified, legal and proper.
 - Founded: The accused or involved employee(s) committed acts of misconduct.
 - Unfounded: The act alleged in the complaint did not occur.
 - Partially Founded: The accused or involved employee(s) committed acts of misconduct, but other alleged improper actions were unfounded, proper or inconclusive; or, although conduct was not a violation of policy and procedure, neither was it wholly proper.
 - Inconclusive: Allegations could not be clearly proved or disproved.
 - Pending: Open. Remains under investigation. No disposition at this time.
 - Referred to Appropriate Agency: Alleged act did not involve the Sheriff's Office and was referred to another agency.
- The Sheriff's Office will reserve the right for further discussion with the Milan Police Chief or his/her designee upon request.

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

Other services as agreed to by the parties.

APPENDIX B
PEFORMANCE METRICS

Performance Metrics Data Provided to Milan Police Department

On a monthly basis:

- 911 call volume by landline
- 911 call volume by wireless
- Metro Dispatch Total Call Volume
- Speed to answer calls
- Answer time (NENA standard)
- Number of calls for service monthly as indicated in Infoview reports
- Speed to Dispatch calls for service
- Dispatch to Arrival calls for service
- Complaints against call takers/dispatchers with disposition

On a Quarterly basis:

- Command survey results
- Citizen survey results
- Complaint summary

WASHTENAW COUNTY,
A Michigan Constitutional Corporation
Attest to:

Lawrence Kestenbaum 06/29/2022

Lawrence Kestenbaum (date)
County Clerk/Register

Gregory Dill

06/29/2022

Gregory Dill (date)
County Administrator

Jerry L. Clayton 6/22/22
Jerry L. Clayton (date)
Sheriff

Approved as to Form:

Michelle K. Billard 06/27/2022
Office of Corporation Counsel

Michelle K Billard (date)
Corporation Counsel

CITY of MILAN,
A Michigan Municipal Corporation
Attest to:

Ed Kolar 6-14-2022
Ed Kolar (date)
Mayor

Lavonna Wenzel 6-14-22
Lavonna Wenzel (date)
City Clerk

James Lancaster 6/14/22
James Lancaster (date)
City Administrator

Don Tillery 06/14/2022
Don Tillery (date)
Chief of Police