

**LAW ENFORCEMENT SERVICE CONTRACT
BETWEEN SALINE PUBLIC SCHOOLS
AND
PITTSFIELD CHARTER TOWNSHIP**

THIS AGREEMENT is made this _____ day of _____ 2020, between the SALINE AREA SCHOOLS, located at 7265 Saline-Ann Arbor Road, Saline, Michigan 48176, (“the SCHOOL”); PITTSFIELD CHARTER TOWNSHIP, a municipal corporation, located at 6201 West Michigan Avenue, Ann Arbor, Michigan 48108-9721, (“the TOWNSHIP”); and the PITTSFIELD TOWNSHIP DEPARTMENT OF PUBLIC SAFETY, located at 6227 West Michigan Avenue, Ann Arbor, Michigan 48108, (“the POLICE”).

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE ONE – SCOPE OF SERVICES

The POLICE and the SCHOOL will determine jointly the selection of a certified and sworn police officer (“the Officer”) to provide law enforcement services support and security support throughout the schools and facilities, which comprise the Saline Public Schools service area located within Pittsfield Charter Township. The POLICE will deploy said officer throughout any and all facilities which comprise the Saline Public Schools service area consistent with the law enforcement and security needs of the SCHOOL, and upon consultation with the SCHOOL. The POLICE will provide said services in conjunction with, and to complement, law enforcement and security furnished by the Saline Police Department to the SCHOOL facilities located outside the township’s jurisdiction.

The POLICE and the SCHOOL agree that during emergency situations that require mass deployment of township police personnel to respond, the school Officer can be deployed at the Township’s direction to assist with the emergency response. It is recognized that the re-deployment would be temporary and the school Officer would return to school-related duties as soon as possible once the emergency situation is resolved or stabilized.

ARTICLE TWO – COMPENSATION

The SCHOOL will pay the TOWNSHIP 50% of the actual annual cost of the Officer, including wages, fringe benefits (holiday & longevity pay, uniform allowance health, dental & life insurance, worker's compensation, Social Security, optical, pension, and OPEB) and one hundred percent (100%) of any overtime charges relating to SCHOOL business and activities deemed a function of the officer's school duties. Except for emergencies and unexpected activities, all such overtime must be authorized by SCHOOL Administration. The TOWNSHIP shall submit a quarterly invoice to the SCHOOL for the services of the Officer. Overtime costs will be specified in detail on the invoice. The SCHOOL will pay the invoice within 30 days.

The anticipated annual cost of a senior-level police officer will be \$118,600 for the 2020/21 school year (if a less-senior officer is selected, the cost will be less). Fifty percent of the cost of said officer is \$59,300. In the event of an increase in the cost of the Officer, including increases to wages, fringe benefits, or other compensation, the SCHOOL will pay the TOWNSHIP its pro rata share (50%) of the increase.

Due to the COVID-19 Pandemic, in the event that the SCHOOL switches to a virtual/online teaching platform with no in-school classes or student activities, including no after-school student sports, activities or events, it is agreed between the parties that the officer will not be assigned to the SCHOOL and will not perform school-related duties. As a result, the TOWNSHIP will not invoice the SCHOOL for the period of time that the SCHOOL remains in the virtual/online teaching platform with the SCHOOL closed to student activities.

ARTICLE THREE – TERM

The term of this contract shall be for three years. This contract begins on July 1, 2020 and ends on June 30, 2023.

ARTICLE FOUR – PERSONNEL

Section 1 – The POLICE will provide the required services and will not subcontract or assign the services without the SCHOOL's written approval.

Section 2 – The Township will not hire any school employee for any of the required services without the SCHOOL’s written approval.

Section 3 – The parties agree that neither the Officer nor any other Township employee is an employee or an agent of the SCHOOL for any purpose.

Section 4 – The SCHOOL agrees that it will not employ the Officer as an employee or independent contractor for any reason whatsoever during the term of this Agreement without written approval from the TOWNSHIP.

ARTICLE FIVE – SCHOOL-RELATED TRAINING

The SCHOOL agrees to fund all school-related training for the Officer including tuition, room & board, travel, and materials that have been pre-approved by the Superintendent.

ARTICLE SIX – INSURANCE REQUIREMENT

The TOWNSHIP will maintain at its own expense during the term of this contract, the following insurance:

1. Worker’s Compensation insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Comprehensive/Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage.
3. Automobile Liability Insurance covering all owned, hired, and non-owned vehicles to be used by any officer operating pursuant to this agreement 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.

4. INDEMNITY AND LIABILITY BETWEEN THE PARTIES: To the extent allowed by law, School and Township each agrees to jointly indemnify, defend, and hold harmless the other against and from all suits and claims arising out of its grossly negligent acts or omissions. Each party agrees to be responsible for liability arising from the acts of its respective employees. This provision governs the relationship of the Parties only and is not intended to waive any immunity or defenses or expand the liability of the parties to third parties who are not signatories to this agreement.

ARTICLE SEVEN – COMPLIANCE WITH LAWS AND REGULATIONS

All parties to this Agreement declare that they will comply with all federal, state, local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act relating to the performance of this Agreement. The Officer is expected to comply with all SCHOOL policies that do not conflict with statute, local ordinance or POLICE policies. In the event of a dispute regarding the applicability of a SCHOOL policy, the Parties will meet and confer in an attempt to resolve the dispute.

ARTICLE EIGHT – EQUAL EMPLOYMENT OPPORTUNITY

All parties to this agreement declare that they are equal opportunity employers and shall comply with all local, state and federal rules, regulations and laws pertaining to equal opportunity employment.

ARTICLE NINE – EQUAL ACCESS

The POLICE shall provide the services set forth in paragraph 1, without discrimination, in compliance with all local, state and federal rules, regulations, and laws.

ARTICLE TEN – ASSIGNS AND SUCCESSORS

This contract is binding on the SCHOOL, the TOWNSHIP and the POLICE, their successors and assigns. No Party will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE ELEVEN – CHANGES IN SCOPE OR SCHEDULE OR SERVICES

Changes mutually agreed upon by the SCHOOL, the POLICE and the TOWNSHIP will be incorporated into this contract by written amendments signed by all parties.

ARTICLE TWELVE – TERMINATION

This Agreement may be terminated with or without cause by any party upon 60 days written notice to the other parties. In such case this agreement shall terminate on the last day of the second calendar month after delivery of the notice of termination.

PITTSFIELD CHARTER TOWNSHIP
BY: _____
Mandy Grewal, Township Supervisor

BY: _____
Michelle Anzaldi, Township Clerk

Date: _____

PITTSFIELD TOWNSHIP DEPARTMENT
OF PUBLIC SAFETY
BY: _____
Matthew E. Harshberger
Director of Public Safety

APPROVED AS TO FORM:

James A. Fink
Pittsfield Charter Township Attorney

SALINE PUBLIC SCHOOLS
BY: _____
Scot Graden
Superintendent

Contract document – 5pages/P.T.P.D./st/mh

Date: _____