

WASHTENAW COUNTY POLICE SERVICES CONTRACT

AGREEMENT is made this 1st day of **January, 2012**, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan, 48107 ("County"), the WASHTENAW COUNTY SHERIFF, a Michigan Constitutional Officer ("Sheriff") and DEXTER VILLAGE, a Michigan municipal corporation located at 8140 Main Street, Dexter, Michigan 48130 ("Village").

RECITALS

WHEREAS, for the past nine years, the County and County Sheriff have provided police road patrol services to participating local governmental units pursuant to a contract between the County, County Sheriff and the local governmental entity; and

WHEREAS, the Board of Commissioners has taken the position that to receive the benefit of police services, local jurisdictions must share paying the responsibility for the service; and

WHEREAS, the County and participating local governmental entities have executed police service contracts and amendments effective through December 31, 2011 providing that the County Sheriff would provide road patrol services pursuant to the terms of the amended contracts; and

WHEREAS, it is now necessary to execute new contracts effective January 1, 2012 through December 31, 2015, to insure the seamless continuation of police services for those communities.

NOW THEREFORE, the parties agree as follows:

ARTICLE I - SCOPE OF SERVICES

A. The parties agree that the Village shall contract for **three (3)** Police Service Units ("PSU") from the Sheriff to provide road patrol and other law enforcement services to the Village. A "PSU" is defined as, "the services of one Sheriff's deputy plus all necessary support to keep that deputy on the road." The parties agree that a deputy service hour constitutes all time spent by sheriff's personnel responding to a call for service that originates from the contracting jurisdiction as well as any time spent within the boundaries of the jurisdiction. The parties further agree that a deputy hour includes all court time spent on Village cases. The parties also agree that any time spent in any jurisdiction by a deputy under this Contract who is responding to a condition red alert as defined by the Department of Homeland Security shall also be counted towards the annual contracted hours for the Village.

B. Specific deployment issues are attached as Exhibit A. The County, Sheriff and Village agree that the terms of Exhibit A, pertaining to deployment issues, may only be amended by mutual written consent of the Sheriff and Village.

ARTICLE II – COMPENSATION AND OVERTIME

The price to the Village for the contractual police services is based upon the methodology adopted by the County's Board of Commissioners on December 1, 2010 and July 6, 2011.

The price for a PSU is fixed as follows: (1) \$150,594.00 per PSU for 2012; (2) \$152,100.00 per PSU for 2013; (3) \$153,621.00 per PSU for 2014; and (4) \$155,157.00 per PSU for 2015. Beginning in 2014, the County reserves the right to adjust these prices as a result of significant unforeseen cost increases in line items contained in the Direct Cost categories (Salary, Fringe, Uniform Allowance, Gun Allowance, Fleet). The County and Sheriff shall give each Contracting Partner six (6) months written notice of any such increase.

In addition to the compensation stated above, the Village shall also be responsible to pay for all overtime incurred by its contracted PSU's while working on Village related matters, including, but not limited to, testifying on court cases involving Village cases.

ARTICLE III – FAILURE TO PAY

The County shall bill the Village monthly for all standard monthly and overtime costs incurred during that month. The Village must pay this bill within thirty (30) days after the date of the invoice. Failure by the Village to pay the total monthly charges shall be a material breach of this Contract and entitle the County to immediately seek remedies including, but not limited to, the following:

- Limitation of future police services to the Village to offset the amount owed;
- Complete stoppage of all contract services to the Village until the amount owed is completely paid;
- Pursuit of a court order compelling the Village to pay the amount owed.

The parties understand and agree that the above remedies are not exclusive and do not constitute progressive enforcement steps. Thus, the County may choose any of these remedies, or any other remedy to which it is legally entitled, at any time after the Village has breached its duty to pay its monthly costs. Moreover, the parties understand and agree that these remedies are in addition to those stated in Article XIV.

ARTICLE IV – DISPUTE RESOLUTION

The parties agree that the Village may dispute any County invoice by taking the following actions within 30 days of receiving the invoice: (1) the Village must pay the disputed amount to the County; and (2) the Village must send written notice to the County Administrator that it disputes the invoice. The Village is encouraged to attach any written documentation supporting its claim to its request to County Administration for dispute resolution.

Within 30 days of receiving the Village's notice disputing the invoice, County Administration will investigate the claim. If the investigation supports the Village's claim, the disputed money will be refunded back to the Village, along with interest at an annual rate of 2 per cent pro rated to equal the length of the arbitration process. If, however, as a result of the investigation, County Administration disagrees with the Village's claim, the County and the Village shall jointly pick a mutually acceptable arbitrator to hear the positions of the Village and County. The County and the Village shall also have the right to jointly compile a list of acceptable arbitrators which, if compiled, shall be an attachment to this Contract. The arbitrator's decision on the claim shall be binding. If the arbitrator ultimately decides in favor of the Village, the County agrees to refund the money paid by the Village, along with an annual 2 per cent interest payment pro rated to equal the length of the arbitration. The cost to retain the arbitrator shall be paid by the losing party.

ARTICLE V - TERM

The term of this contract shall be for forty-eight months with an effective date of January 1, 2012 and ending on December 31, 2015.

ARTICLE VI - INSURANCE

The County agrees to maintain at its own expense during the term of this contract the following insurance:

1. Workers' compensation insurance with Michigan statutory limits and Employers Liability Insurance with a minimum of one hundred thousand (\$100,000.00) dollars each accident for any employee.
2. Public entity liability coverage, which includes general liability, law enforcement liability, auto liability and public official's liability coverage. The County's insurer will add Dexter Village as an additional insured under this public entity liability coverage. The County will be responsible for all expenses and loss payments within its SIR/Deductible.

The County shall submit a certificate of insurance that evidences such coverage to the Village Clerk prior to beginning services under this Contract.

ARTICLE VII – RESPONSIBILITY FOR EMPLOYEES AND AGENTS

The parties agree that the County is responsible for the acts and/or omissions of its PSU's and related police service personnel in providing services under this Contract.

ARTICLE VIII-CONFERENCES

The County and Village agree that either party may request a conference to discuss issues relating to interpretation of this Contract. Such notice shall be in writing and specify the issues to be discussed at the conference. In addition, as stated more fully in Exhibit A, the Sheriff and the Village may convene to discuss specific deployment issues.

ARTICLE - IX - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to, all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE X - EQUAL EMPLOYMENT OPPORTUNITY

All parties to this Contract agree that they will not discriminate against any employee or 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).

All parties to this Contract agree that they will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicants and the treatment of employees. Affirmative action will include, but not be limited to: employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

All parties to this Contract agree to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the County, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XI - EQUAL ACCESS

The Sheriff shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XII - ASSIGNS AND SUCCESSORS

This contract is binding on the County, Sheriff and the Village, their successors and assigns. None of the parties to this Contract will assign or transfer its interest in this contract without the written consent of the other parties.

ARTICLE XIII - TERMINATION OF CONTRACT

If a party breaches any provision of this Contract, the non-breaching party may serve upon the breaching party written notice of its intent to terminate this Contract. If the breaching party fails to cure such breach within thirty (30) days after having received written notice of the breach, the non-breaching party may terminate this Contract, provided, however, that if the cure for the breach takes more than thirty (30) days to

cure, the breaching party shall be given a reasonable amount of time beyond the thirty (30) day period to prosecute the cure to the breach to completion.

Notwithstanding the paragraph above, the Village, upon giving the County and the Sheriff at least six (6) months written notice, may terminate the contract effective December 31st of the year such notice is given. In addition, the Village may reduce the contracted PSU level in the event of significant unforeseen budgetary changes upon six (6) months written notice.

ARTICLE XIV – CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County, Sheriff and Village will be incorporated into this Contract by written amendment signed by all parties.

ARTICLE XV - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XVI - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

DEXTER VILLAGE

WASHTENAW COUNTY

By: _____
Shawn Keough (DATE)
Village President

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

WASHTENAW COUNTY SHERIFF

By: _____
Jerry Clayton, Sheriff (DATE)

APPROVED AS TO FORM:

ATTESTED TO:

BY: _____
Curtis N. Hedger (DATE)
Office of Corporation Counsel

BY: _____
Lawrence Kestenbaum (DATE)
County Clerk/Register

EXHIBIT A

The Washtenaw County Sheriff ("Sheriff") and Dexter Village ("Village") agree on the following specific deployment issues.

Assignment of Supervision. The Sheriff will provide supervision over PSU's assigned to the Village. It is the Sheriff's intent that any sergeants assigned to the Village be physically present in the Village; however, the Sheriff retains the discretion to determine the assignment of sergeants or any other supervisory personnel.

The Sheriff agrees to accommodate reasonable Village requests related to the supervision of assigned Deputies. In particular, the Sheriff will make reasonable efforts to satisfy Village requests for specific enforcement or prevention activities and to provide information reasonably requested by the Village related to police activity.

Overtime Protocol The parties agree that the Village shall have the right to discuss overtime and staffing issues with the Sheriff and to provide input on when overtime shall be incurred under this Contract, provided, however, that the Sheriff shall ultimately determine when overtime is justified under this Contract.

Animal Control. The parties agree that this Contract does not address animal control services.

Selection of Sheriff's Personnel to Fulfill Contract. The parties agree that the Village shall be permitted to provide input in the selection of Sheriff's Office personnel who will be assigned in the Village, who shall fulfill the terms of this contract. To that extent, the Village shall meet with administration staff from the Sheriff's Office to work out a process whereby appropriate Village personnel may be involved in the selection process of those individuals proposed by the Sheriff to work in that Village. The amount of assigned deputies will be determined by the labor agreement between the County, Union and Sheriff. The Sheriff agrees to take any input from the Village personnel in making his final decision on personnel who will work within that Village. The Village may also request assignment of personnel to specific shifts, provided, however, the Sheriff retains the power to make final decisions regarding shift assignments.

Removal of Sheriff's Personnel Assigned to the Village. The parties agree that if, in the Village's opinion, any individual assigned by the Sheriff to the Village is not acceptable to that Village, the Village and the Sheriff shall meet to discuss the situation and to work on addressing the problems between the Village and the individual in question. The reassignment of any Sheriff's Department personnel within a Village, however, shall remain the exclusive power of the Sheriff. The Sheriff agrees to notify the Village if any particular deputy is reassigned from the Village for any reason.

Ordinance Enforcement. The parties understand that general ordinance enforcement is not part of the services provided by the Sheriff to the Village pursuant to this contract. The Sheriff will, however, enforce local traffic ordinances. In addition, the Sheriff will assist the Village's local ordinance enforcement officer when such assistance is necessary.

Substations. The Sheriff agrees to consult with the Village to determine where any substation may be located to assist Sheriff's Department personnel in fulfilling its responsibilities under this contract. The parties agree that the Village shall provide and maintain any such substation. The parties agree that the County shall equip and maintain the necessary furniture and equipment for the PSUs' use in the substations. The County agrees to provide a "call box" emergency phone on the exterior of the substation for use of the public to call for assistance.

Notification. The Sheriff agrees to use good faith efforts to notify in a timely fashion the Village Supervisor or his/her designee of any major newsworthy events that occur within the Village.

To that end, a command officer will inform the Village as soon as practicable of the following matters: (a) homicides; (b) traffic fatalities occurring with the Village; (c) major criminal events; (d) major citizen complaints regarding performance of PSU's within the Village; (e) discharge of a firearm by Sheriff's personnel within the Village excluding incidents with animals, or of a Village PSU acting outside the Village; (f) requests for news media interviews regarding operations with the Village; (g) motor vehicle accidents involving Village PSU's while on duty in which there is personal injury; and (h) any significant change in the Sheriff's operations within the Village.

Attendance at Village Board Meetings. The Sheriff agrees that a command officer shall attend Village board meetings regularly to report to the Village Board on any relevant contract issues and/or to answer questions from the Board.

Periodic Meetings. The Sheriff agrees to send command staff responsible to meet with Village officials on an agreed upon periodic schedule to discuss issues relevant to this contract. The Sheriff agrees that such issues shall include, but not be limited to, advice by the Village as to use of the services contracted for under the Agreement. These meetings may include Sheriff's administration staff including the Undersheriff and/or the Sheriff if necessary.

Out of Village/Township Service. The parties agree that assigned PSU's will not respond to non-life threatening calls outside the contracting patrol area. Such calls shall be referred to the Michigan State Police. Further, PSU's under this Contract shall only be given assignments as support or back-up, not as primary complaint responders to areas outside the contracting patrol area.



SECOND AMENDMENT TO THE WASHTENAW COUNTY POLICE SERVICES
CONTRACT WITH DEXTER VILLAGE

WHEREAS, Washtenaw County, ("County") the Washtenaw County Sheriff ("Sheriff") and Dexter Village ("Village") executed a Contract calling for the County, through its Sheriff's Office, to provide road patrol and other law enforcement services to the Village from January 1, 2006 through December 31, 2009; and

WHEREAS, the parties executed an Amendment extending the current Contract by an additional year through December 31, 2010 with a 2% increase in the price of such police services for the additional year; and

WHEREAS, the parties now desire to extend the contract for an additional year through 2011 with a 4% increase for the price of the police services provided under the Contract.

NOW THEREFORE, the parties agree to amend the current Police Services Contract as follows:

Replace the fifth "WHEREAS" clause on the front page of the Contract with the following language:

WHEREAS, it is now necessary to execute new contracts effective January 1, 2006 through December 31, 2011, to insure the seamless continuation of police services for those communities; and

Replace the last paragraph of Article I-A with the following language:

For the last four years of this Contract (January 1, 2008—December 31, 2011), the County will continue to provide road patrol and other law enforcement services pursuant to a model to be determined as explained in this Contract.

In Article II-COMPENSATION, replace any reference to the last or final two years of the Contract with the last or final four years of this Contract and replace any reference to 2010 or to December 31, 2010, with 2011 or December 31, 2011.

Replace the first sentence of Article V-Term with the following sentence:

The term of this contract shall be seventy-two (72) months with an effective date retroactive to January 1, 2006 and ending on December 31, 2011.

In Exhibit B to the Contract add the following language:

2011 Police Service Price—Increase by 4% from 2010 Rate

- "No-Fill" Deputy (80 bi-weekly hours; 2080 annual hours)—The price of each contracted for deputy in 2011 is \$126,900.00

- Sergeant—The total price for each sergeant is \$149,245.00. The pro rata price for sergeants is \$19,898.00 for each contracted for deputy (i.e. if 4 deputies are under contract, the price for sergeants would be \$79,592.00 (\$19,898.00 x 4 deputies)).
- Lieutenant—The total price for each lieutenant is \$166,535.00. The pro rate price for lieutenants is \$3,796.00 for each contracted for deputy (i.e. if 4 deputies are under contract, the price for lieutenants would be \$15,184.00 (\$3,796.00 x 4 deputies)).

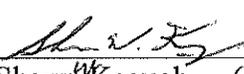
Specific Price for Dexter Village for 2008-2011

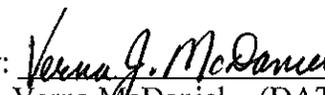
- The specific price to Dexter Village for the cost of police services for 2008-2011 will be calculated based upon the number of deputies and related personnel the Village purchases as reflected in its contractual notice provided to the County prior to July 1, 2007. The total price for these deputies and personnel will be based upon the prices stated above.

All other terms and conditions of the Contract shall remain in full force and effect throughout the life of the Contract.

DEXTER VILLAGE

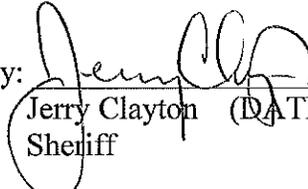
WASHTENAW COUNTY

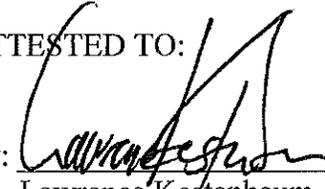
By:  11/8/2010
Shawn Keough (DATE)
Village President

By:  1-11-11
Verna McDaniel (DATE)
County Administrator

WASHTENAW COUNTY SHERIFF

ATTESTED TO:

By:  10/30/10
Jerry Clayton (DATE)
Sheriff

By:  1/13/11
Lawrence Kestenbaum (DATE)
County Clerk/Register

h: contract/dexvill2ndamend2011

AMENDMENT TO THE WASHTENAW COUNTY POLICE SERVICES CONTRACT WITH THE VILLAGE OF DEXTER

WHEREAS, Washtenaw County, ("County") the Washtenaw County Sheriff ("Sheriff") and the Village of Dexter ("Village") executed a Contract calling for the County, through its Sheriff's Office, to provide road patrol and other law enforcement services to the Village from January 1, 2006 through December 31, 2009; and

WHEREAS, the parties have discussed extending the current Contract by an additional year through December 31, 2010 with a 2% increase in the price of such police services for the additional year.

NOW THEREFORE, the parties agree to amend the current Police Services Contract as follows:

Replace the fifth "WHEREAS" clause on the front page of the Contract with the following language:

WHEREAS, it is now necessary to execute new contracts effective January 1, 2006 through December 31, 2010, to insure the seamless continuation of police services for those communities; and

Replace the last paragraph of Article I-A with the following language:

For the last three years of this Contract (January 1, 2008—December 31, 2010), the County will continue to provide road patrol and other law enforcement services pursuant to a model to be determined as explained in this Contract.

In Article II-COMPENSATION, replace any reference to the last or final two years of the Contract with the last or final three years of this Contract and replace any reference to 2009 or to December 31, 2009, with 2010 or December 31, 2010.

Replace the first sentence of Article V-Term with the following sentence:

The term of this contract shall be sixty (60) months with an effective date retroactive to January 1, 2006 and ending on December 31, 2010.

In Exhibit B to the Contract add the following language:

2010 Police Service Costs—Increase by 2% from 2009 Rate

- "No-Fill" Deputy (80 bi-weekly hours; 2080 annual hours)—The price of each contracted for deputy in 2010 is \$122,020.00
- Sergeant—The total price for each sergeant is \$143,505.00. The pro rata price for sergeants is \$19,133.00 for each contracted for deputy (i.e. if 4 deputies are under contract, the price for sergeants would be \$76,532.00 (\$19,133.00 x 4 deputies)).

- Lieutenant—The total price for each lieutenant is \$160,130.00. The pro rate price for lieutenants is \$3,650.00 for each contracted for deputy (i.e. if 4 deputies are under contract, the price for lieutenants would be \$14,600.00 (\$3,650.00 x 4 deputies)).

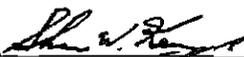
Specific Price for the Village of Dexter for 2008-2010

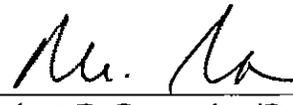
- The specific price to the Village of Dexter for the cost of police services for 2008-2010 will be calculated after the Village notifies the County on or before July 1, 2007 of the number of deputies and related personnel the Village would like to purchase for 2008-2010. The total price for these deputies and personnel will be based upon the prices stated above.

All other terms and conditions of the Contract shall remain in full force and effect throughout the life of the Contract.

VILLAGE OF DEXTER

WASHTENAW COUNTY

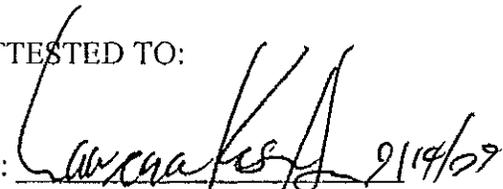
By:  7/13/2009
Shawn Keough (DATE)
Village President

By:  8/13/09
Robert E. Guenzel (DATE)
County Administrator

WASHTENAW COUNTY SHERIFF

ATTESTED TO:

By:  7/30/09
Jerry Clayton (DATE)
Sheriff

By:  9/14/09
Lawrence Kestenbaum (DATE)
County Clerk/Register

h: contract/amendpsdexvill

WASHTENAW COUNTY POLICE SERVICES CONTRACT

AGREEMENT is made this 26 day of May, 2006, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan, 48107 ("County"), the WASHTENAW COUNTY SHERIFF, a Michigan Constitutional Officer ("Sheriff") and DEXTER VILLAGE, a Michigan municipal corporation located at 8140 Main Street, Dexter, Michigan 48130 ("Village").

RECITALS

WHEREAS, for the past four years, the County and County Sheriff have provided police road patrol services to participating local governmental units pursuant to a contract between the County, County Sheriff and the local governmental entity; and

WHEREAS, the Board of Commissioners has taken the position that to receive the benefit of police services, local jurisdictions must share paying the responsibility for the service; and

WHEREAS, the methodology to determine how much each governmental unit and the County would pay for such police road patrol services is being changed for this four-year Contract as stated more fully below; and

WHEREAS, effective January 1, 2003, the County and participating local governmental entities executed police service contracts effective through December 31, 2005 providing that the County Sheriff would provide road patrol services pursuant to the terms of the contracts; and

WHEREAS, it is now necessary to execute new contracts effective January 1, 2006 through December 31, 2009, to insure the seamless continuation of police services for those communities; and

WHEREAS, the new method of contracting for police services will begin on January 1, 2006 and will coincide with the County's budget process.

NOW THEREFORE, the parties agree as follows:

ARTICLE I - SCOPE OF SERVICES

A. The parties agree that the Village shall contract for three (3) PSU's from the Sheriff to provide road patrol and other law enforcement services to the Village. A "PSU" is defined as, "The services of one Sheriff's deputy plus all supervisory and administrative activities, including training as determined by the Sheriff, that are required to enable that deputy to perform the responsibilities of his/her job." The parties agree that for the first two years of this contract, (January 1, 2006-December 31, 2007), the base level of service for the deputy component of a PSU shall consist of 1800 deputy-hours per year. The parties agree that a deputy service hour constitutes all time spent by sheriff's personnel responding to a call for service that originates from the contracting jurisdiction as well as any time spent within the boundaries of the

jurisdiction. The parties further agree that a deputy hour includes all court time spent on Village cases. The parties also agree that any time spent in any jurisdiction by a deputy under this Contract who is responding to a condition red alert as defined by the Department of Homeland Security shall also be counted towards the annual contracted hours for the Village.

For the last two years of this Contract, (January 1, 2008-December 31, 2009), the County will continue to provide road patrol and other law enforcement services pursuant to a model to be determined as explained in this Contract.

B. Specific deployment issues are attached as Exhibit A. The County, Sheriff and Village agree that the terms of Exhibit A, pertaining to deployment issues, may only be amended by mutual written consent of the Sheriff and Village.

ARTICLE II - COMPENSATION

The parties understand and agree that the basic methodology used to determine how much the Village and the County will pay to provide the services under this Contract shall change after the first two years of this Contract (January 1, 2006 through December 31, 2007) are complete.

2006-2007 Compensation

For the first year of the Contract, (January 1-December 31, 2006) the Village shall pay to the County ninety-four thousand two hundred and eighteen (\$94,218.00) dollars for each contracted PSU, which represents a 6% increase from the cost of a PSU in the police services contract between the County and Village for 2005. In addition, the County will be responsible to pay for all other costs, including overtime, incurred during the first year of this Contract (January 1-December 31, 2006).

The parties agree that the cost of an individual PSU shall be increased by an additional 6% for a total cost of ninety-nine thousand, eight hundred and seventy-one (\$99,871.00) dollars for the second year of the Contract (January 1, 2007 through December 31, 2007). Moreover, the parties agree that in addition to the base cost of a PSU, the Village shall pay a flat rate of ten thousand (\$10,000.00) dollars per contracted for PSU to pay for overtime costs incurred in providing the services under this Contract in 2007. The County shall pay for any overtime cost exceeding the flat rate of ten thousand (\$10,000.00) dollars per contracted for PSU for calendar year 2007. The annual flat rate overtime cost shall be pro rated over a 12 month period and included in the Village's monthly bill.

For the first two years of this Contract (January 1, 2006-December 31, 2007), the Sheriff agrees to do an annual report to determine the total number of hours worked by all the PSU's in the Village. The County shall provide a rebate to the Village if the total number of deputy hours worked by all the deputies within the Village is less than the total number of deputy hours required under the Contract.

The Village agrees to pay the County the full monthly amounts due within thirty (30) days after the date of the invoice.

2008-2009 Compensation

Beginning on January 1, 2008 and continuing throughout the remainder of the Contract, the concept of PSUs shall no longer apply. Instead, contracting entities will be charged for the cost of a basic deputy and any additional personnel, equipment, or services they require. Further, the County will fund "county-wide services" related to the provision of police services in Washtenaw County. The parties agree that by March 1, 2006, the County will announce to the contracting entities the list of County-funded "county-wide services." The list of "county-wide services" shall be approved by the Board of Commissioners no later than April 30, 2006.

Contracting entities may select additional personnel, equipment, and services to be added to the Contract at additional cost. The County will announce by March 1, 2006, with final approval no later than April 30, 2006, the cost of a basic deputy as well as the cost of each menu item relating to extra personnel, equipment and services that may be added to the Contract for 2008-2009.

On or before July 1, 2007, the contracting entity agrees to notify the County Administrator, in writing, of the total number of deputies and related personnel, equipment and services that the contracting entity wishes to purchase for the last two years (January 1, 2008-December 31, 2009) of this contract. Any contracting entity that does not wish to proceed with the final two years of the Contract using the new methodology, may terminate the Contract pursuant to Article XIII.

Notwithstanding anything herein to the contrary, the execution of this Contract by the Sheriff is for the sole purpose of acknowledging the Sheriff's authority and responsibility regarding the deployment issues set forth in Exhibit A attached hereto. The execution of this Contract by the Sheriff shall not in any manner be deemed a concurrence with the County's determination of "county-wide services" and/or "the cost of basic deputy as well as the cost of each menu item relating to extra personnel, equipment and services that may be added to the Contract for 2008-2009." Accordingly, the execution of this Contract by the Sheriff shall not in any manner prejudice, or otherwise be deemed a waiver of the Sheriff's right to challenge the validity and enforceability of such determinations by the County and to prosecute/defend the full extent of the Sheriff's Constitutional, statutory and common law authority in a court of competent jurisdiction.

ARTICLE III – FAILURE TO PAY

The County shall bill the Village monthly for all standard monthly and overtime costs incurred during that month. The Village must pay this bill within thirty (30) days after the date of the invoice. Failure by the Village to pay the total monthly charges shall be a material breach of this Contract and entitle the County to immediately seek remedies including, but not limited to, the following:

- Limitation of future police services to the Village to offset the amount owed;
- Complete stoppage of all contract services to the Village until the amount owed is completely paid;

- Pursuit of a court order compelling the Village to pay the amount owed.

The parties understand and agree that the above remedies are not exclusive and do not constitute progressive enforcement steps. Thus, the County may choose any of these remedies, or any other remedy to which it is legally entitled, at any time after the Village has breached its duty to pay its monthly costs. Moreover, the parties understand and agree that these remedies are in addition to those stated in Article XIII.

ARTICLE IV – DISPUTE RESOLUTION

The parties agree that the Village may dispute any County invoice by taking the following actions within 30 days of receiving the invoice: (1) the Village must pay the *disputed amount to the County*; and (2) the Village must send written notice to the County Administrator that it disputes the invoice. The Village is encouraged to attach any written documentation supporting its claim to its request to County Administration for dispute resolution.

Within 30 days of receiving the Village's notice disputing the invoice, County Administration will investigate the claim. If the investigation supports the Village's claim, the disputed money will be refunded back to the Village, along with interest at an annual rate of 2 per cent pro rated to equal the length of the arbitration process. If, however, as a result of the investigation, County Administration disagrees with the Village's claim, the County and the Village shall jointly pick a mutually acceptable arbitrator to hear the positions of the Village and County. The County and the Village shall also have the right to jointly compile a list of acceptable arbitrators which, if compiled, shall be an attachment to this Contract. The arbitrator's decision on the claim shall be binding. If the arbitrator ultimately decides in favor of the Village, the County agrees to refund the money paid by the Village, along with an annual 2 per cent interest payment pro rated to equal the length of the arbitration. The cost to retain the arbitrator shall be paid by the losing party.

ARTICLE V - TERM

The term of this contract shall be for forty-eight months with an effective date retroactive to January 1, 2006 and ending on December 31, 2009. Upon execution, this Contract supersedes the earlier agreement between the parties for contract police services for 2006-2009.

ARTICLE VI - INSURANCE

The County agrees to maintain at its own expense during the term of this contract the following insurance:

1. Workers' compensation insurance with Michigan statutory limits and Employers Liability Insurance with a minimum of one hundred thousand (\$100,000.00) dollars each accident for any employee.
2. Public entity liability coverage, which includes general liability, law enforcement liability, auto liability and public officials liability coverages. The County's insurer will add Dexter Village as an additional insured under this public entity

liability coverage. The County will be responsible for all expenses and loss payments within its SIR/Deductible.

The County shall submit a certificate of insurance that evidences such coverage to the Village Clerk prior to beginning services under this Contract.

ARTICLE VII – RESPONSIBILITY FOR EMPLOYEES AND AGENTS

The parties agree that the County is responsible for the acts and/or omissions of its deputies and police service personnel in providing services under this Contract.

ARTICLE VIII-CONFERENCES

The County and Village agree that either party may request a conference to discuss issues relating to interpretation of this Contract. Such notice shall be in writing and specify the issues to be discussed at the conference. In addition, as stated more fully in Exhibit A, the Sheriff and the Village may convene to discuss specific deployment issues.

ARTICLE IX - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to, all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE X - EQUAL EMPLOYMENT OPPORTUNITY

All parties to this Contract agree that they will not discriminate against any employee or 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).

All parties to this Contract agree that they will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicants and the treatment of employees. Affirmative action will include, but not be limited to: employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

All parties to this Contract agree to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the County, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XI - EQUAL ACCESS

The Sheriff shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XII - ASSIGNS AND SUCCESSORS

This contract is binding on the County, Sheriff and the Village, their successors and assigns. None of the parties to this Contract will assign or transfer its interest in this contract without the written consent of the other parties.

ARTICLE XIII - TERMINATION OF CONTRACT

If a party breaches any provision of this Contract, the non-breaching party may serve upon the breaching party written notice of its intent to terminate this Contract. If the breaching party fails to cure such breach within thirty (30) days after having received written notice of the breach, the non-breaching party may terminate this Contract, provided, however, that if the cure for the breach takes more than thirty (30) days to cure, the breaching party shall be given a reasonable amount of time beyond the thirty (30) day period to prosecute the cure to the breach to completion.

Notwithstanding the paragraph above, upon giving the County and the Sheriff six (6) months written notice, the Village may terminate this contract.

ARTICLE XIV – CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County, Sheriff and Village will be incorporated into this Contract by written amendment signed by all parties.

ARTICLE XV - CHOICE OF LAW AND FORUM

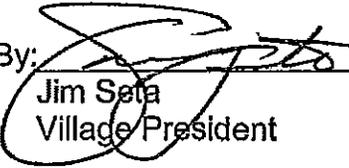
This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

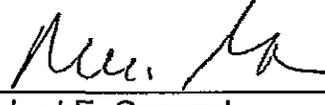
ARTICLE XVI - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

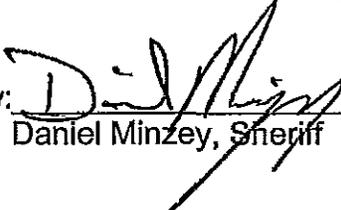
DEXTER VILLAGE

WASHTENAW COUNTY

By:  6-21-06 (DATE)
Jim Seta
Village President

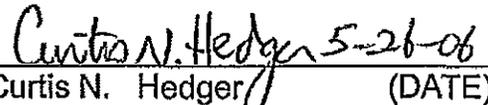
By:  5/26/06 (DATE)
Robert E. Guenzel
County Administrator

WASHTENAW COUNTY SHERIFF

By:  6-2-06 (DATE)
Daniel Minzey, Sheriff

APPROVED AS TO FORM:

ATTESTED TO:

BY:  5-26-06 (DATE)
Curtis N. Hedger
Office of Corporation Counsel

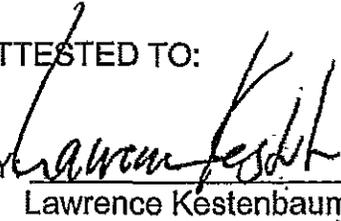
BY:  7/5/06 (DATE)
Lawrence Kestenbaum
County Clerk/Register

EXHIBIT A

The Washtenaw County Sheriff ("Sheriff") and Dexter Village ("Village") agree on the following specific deployment issues.

Assignment of Supervision. The Sheriff will provide supervision over PSU's assigned to the Village. The parties agree that for the first two years of this Contract (January 1, 2006-December 31, 2007), the Sheriff will assign a sergeant to work in the Village once the combined PSU count for the Village, Dexter Township and Webster Township contracts equals a minimum of six (6) PSU's. It is the Sheriff's intent that any sergeants assigned to the Village be physically present in the Village; however, the Sheriff retains the discretion to determine the assignment of sergeants or any other supervisory personnel. Once the new methodology becomes effective on January 1, 2008, the Village must pay for any supervision services to be provided to the Village.

The Sheriff agrees to accommodate reasonable Village requests related to the supervision of assigned Deputies. In particular, the Sheriff will make reasonable efforts to satisfy Village requests for specific enforcement or prevention activities and to provide information reasonably requested by the Village related to police activity.

Overtime Protocol The parties agree that the Village shall have the right to discuss overtime and staffing issues with the Sheriff and to provide input on when overtime shall be incurred under this Contract, provided, however, that the Sheriff shall ultimately determine when overtime is justified under this Contract.

Animal Control. The County has the statutory responsibility of animal control throughout the County. Accordingly, this Contract does not address animal control services.

Selection of Sheriff's Personnel to Fulfill Contract. The parties agree that the Village shall be permitted to provide input in the selection of Sheriff's Department personnel who will be assigned in the Village, who shall fulfill the terms of this contract. To that extent, the Village shall meet with administration staff from the Sheriff's Department to work out a process whereby appropriate Village personnel may be involved in the selection process of those individuals proposed by the Sheriff to work in that Village. The number of assigned deputies is subject to the labor agreement between the County, Union and Sheriff (which currently limits the Sheriff's ability to remove personnel from the shift bid process to 40% of total Deputies). The Sheriff agrees to take any input from the Village personnel in making his final decision on personnel who will work within that Village. The Village may also request assignment of personnel to specific shifts, provided, however, the Sheriff retains the power to make final decisions regarding shift assignments. For the first two years of this Contract, (January 1, 2006-December 31, 2007), the Sheriff agrees that hours worked by deputies in Field Training program who have not been approved for solo patrol will not be counted as PSU hours under this contract.

Removal of Sheriff's Personnel Assigned to the Village. The parties agree that if, in the Village's opinion, any individual assigned by the Sheriff to the Village is not acceptable to that Village, the Village and the Sheriff shall meet to discuss the situation and to work on addressing the problems between the Village and the individual in question. The reassignment of any Sheriff's Department personnel within a Village, however, shall remain the exclusive power of the Sheriff. The Sheriff agrees to notify the Village if any particular deputy is reassigned from the Village for any reason.

Ordinance Enforcement. The parties understand that non-criminal general ordinance enforcement is not part of the services provided by the Sheriff to the Village pursuant to this contract. Notwithstanding, the Sheriff will assist the Village's local ordinance enforcement

officer when such assistance is necessary. The Sheriff will however, enforce local traffic ordinances. The Sheriff agrees to enforce traffic violations under local ordinance whenever possible and practical.

Substations. The Sheriff retains the complete discretion to determine where any substation may be located to assist Sheriff's Department personnel in fulfilling its responsibilities under this contract. The parties agree that the Village shall provide and maintain any such substation, while the Sheriff shall equip that substation.

Notification. The Sheriff agrees to use good faith efforts to notify the Village supervisor or his/her designee in a timely fashion of any major newsworthy events such as homicides or traffic fatalities that occur within the Village.

Attendance at Village Board Meetings. The Sheriff agrees that a command officer shall attend Village board meetings at least one time per month to report to the Village Board on any relevant contract issues and/or to answer questions from the Board.

Periodic Meetings. The Sheriff agrees to send command staff responsible to meet with Village officials on an agreed upon periodic schedule to discuss issues relevant to this contract. The Sheriff agrees that such issues shall include, but not be limited to, advice by the Village as to use of the services contracted for under the Agreement. These meetings may include Sheriff's administration staff including the Undersheriff and/or the Sheriff if necessary.

EXHIBIT B

2008-2009 Police Service Costs and List of "County-Wide Services" to be Provided by Washtenaw County

2008 Police Service Costs

- "No-Fill" Deputy(80 bi-weekly hours; 2080 annual hours)—The price of each contracted for deputy in 2008 is \$115,026.00
- Sergeant—The total price for each sergeant is \$135,280.00. The pro rata price for sergeants is \$18,037.00 for each contracted for deputy (i.e. if 4 deputies are under contract, the price for sergeants would be \$72,148.00 (\$18,037.00 x 4))
- Lieutenant—The total price for each lieutenant is \$54,798.00. The pro rata price for lieutenants is \$3,440.00 for each contracted for deputy (i.e. if 4 deputies are under contract, the price for lieutenants would be \$13,760.00 (\$3,440.00 x 4))

2009 Police Service Costs—Increase by 4% from 2008 Rate

- "No-Fill" Deputy(80 bi-weekly hours; 2080 annual hours)—The price of each contracted for deputy in 2009 is \$119,627.00
- Sergeant—The total price for each sergeant is \$140,691.00. The pro rata price for sergeants is \$18,758.00 for each contracted for deputy (i.e. if 4 deputies are under contract, the price for sergeants would be \$75,032.00 (\$18,758.00 x 4))
- Lieutenant—The total price for each lieutenant is \$56,990.00. The pro rata price for lieutenants is \$3,578.00 for each contracted for deputy (i.e. if 4 deputies are under contract, the price for lieutenants would be \$14,312.00 (\$3,578.00 x 4))

County-Wide Services to be Provided by Washtenaw County

- Detective Bureau
- Major Crimes Investigation
- Drug Enforcement Unit
- K-9 Team
- TEAM student education
- SWAT/Hostage Negotiation
- Auto Theft Team
- Crimes Against Children
- Minimal Base Level of County-Wide Road Patrol (Minimal base levels of road patrol could be satisfied with as few as three to five deputies. However, the County will bear the expense of 12 deputies and 1 sergeant to provide road patrol to the entire County, including those areas not contracting for police services with the County.

- Overtime Fund of \$500,000.00 to pay for overtime incurred that is not directly attributable to work provided for a particular jurisdiction, including training and overtime for SWAT and the Dive Team, responding to calls at County owned and/or operated facilities, responding to "Code Red" emergencies, providing extended services pursuant to mutual aid and replacing a deputy once that deputy has missed two weeks of work. All other overtime costs are the responsibility of the contracting entities and shall be charged at the standard hourly overtime rate. The contracting entity shall have the choice whether to backfill for any particular deputy and the entity shall be responsible to pay for the costs of such backfill

Specific Price for Dexter Village for 2008-2009

- The specific price to Dexter Village for the cost of police services for 2008-2009 will be calculated after the Village notifies the County on or before July 1, 2007 of the number of deputies and related personnel the Village would like to purchase for 2008-2009. The total price for these deputies and personnel will be based upon the prices stated above.

h: general 2008-2009 police cost 1-dexvill