



POLICE DEPARTMENT

Detroit Public Safety Headquarters
1301 Third Street, Suite 7S-751
Detroit, Michigan 48226

Phone 313•596•1800
Fax 313•596•6818

July 11, 2024

The Honorable Detroit City Council
ATTN: City Clerk Office
200 Coleman A. Young Municipal Center
Detroit, Michigan 48226

**RE: FIFTH AMENDMENT TO INTERAGENCY AGREEMENT BETWEEN
THE CITY OF DETROIT / DETROIT POLICE DEPARTMENT AND
THE MICHIGAN DEPARTMENT OF CORRECTIONS FOR THE
DETROIT DETENTION CENTER**

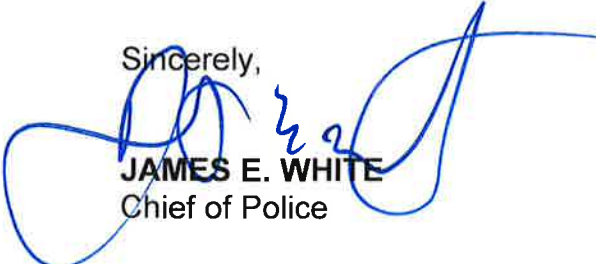
Dear Council:

The Detroit Police Department (DPD) is requesting approval of the proposed *Fifth Amendment to Interagency Agreement between the City of Detroit / Detroit Police Department and the Michigan Department of Corrections for the Detroit Detention Center*. This amendment and the original contract provide for the pre-arraignment detention of individuals arrested by the Detroit Police Department by MDOC, a process that was implemented in 2013 so that police precincts would no longer serve as detention facilities.

The proposed amendment extends the original interagency agreement for a six-month term at a total cost of \$6,116,500.02, which will be paid in monthly installments of \$1,019,416.67. The proposed amendment also provides for an additional six-month extension, subject to the mutual agreement in writing by both parties.

We respectfully request your approval of this contract and the corresponding resolution.

Sincerely,


JAMES E. WHITE
Chief of Police

JEW/map



POLICE DEPARTMENT

Detroit Public Safety Headquarters
1301 Third Street, Suite 7S-751
Detroit, Michigan 48226

Phone 313•596•1800
Fax 313•596•6818

RESOLUTION

Council Member _____

WHEREAS, the Detroit Police Department has requested approval from City Council of its Fifth Amendment to Interagency Agreement between the City of Detroit / Detroit Police Department and the Michigan Department of Corrections for the Detroit Detention Center, by which its original agreement will be extended for six months at a total cost of \$6,116,500.02, with an option to extend for an additional six months by mutual agreement of the parties, subject to the same payment terms; now

THEREFORE, BE IT RESOLVED, the Detroit Police Department's Fifth Amendment to Interagency Agreement between the City of Detroit / Detroit Police Department and the Michigan Department of Corrections for the Detroit Detention Center is hereby approved.

**FIFTH AMENDMENT TO INTERAGENCY AGREEMENT BETWEEN THE
CITY OF DETROIT/DETROIT POLICE DEPARTMENT AND THE
MICHIGAN DEPARTMENT OF CORRECTIONS FOR THE DETROIT
DETENTION CENTER**

This is the Fifth Amendment ("Amendment") to the Interagency Agreement between the City of Detroit/Detroit Police Department ("DPD") and the Michigan Department of Corrections ("MDOC") dated April 2, 2013 with a First Amendment finalized on August 5, 2013, a Second Amendment executed on July 31, 2018 a Third Amendment executed on November 8, 2018 and a Fourth Amendment executed on December 10, 2019.

The parties agree as follows:

1. The parties have agreed to extend the term of the Interagency Agreement 6 months, beginning August 1, 2024 and terminating at midnight on January 31, 2025.
2. The parties agree that for the six (6) month term of this Amendment the semi-annual rental payment shall be Six Million One Hundred Sixteen Thousand Five Hundred Dollars and 02/100 (\$6,116,500.02) which will be paid in monthly installments of One Million, Nineteen Thousand, Four Hundred Sixteen Dollars and 67/100 (\$1,019,416.67).

If the Legislature passes legislation setting the amount of funds to be paid/appropriated under this Amendment, then the legislation controls. Payments will be adjusted for the actual final costs incurred for services provided under this Agreement. The parties will meet once within three months of the end of the contract amendment to audit costs and payments and any overpayment shall be refunded to DPD and any under payment shall be paid to MDOC.

3. The parties agree that this Amendment may be extended for a period of up to six (6) months beyond the original term, subject to mutual agreement in writing by both parties.

If either party wishes to extend this contract, they shall provide written notice to the other party no less than 30 days prior to the expiration of the original term. Such notice shall include the proposed duration of the extension and any other terms or conditions deemed necessary by the proposing party.

The extension of this contract shall be contingent upon the mutual agreement of both parties. Any proposed extension shall not be binding unless agreed upon in writing by both parties.

The terms and conditions of this Amendment, including but not limited to compensation, duties, and responsibilities, shall remain in full force and effect during any extension period unless otherwise modified by mutual agreement in writing by both parties.

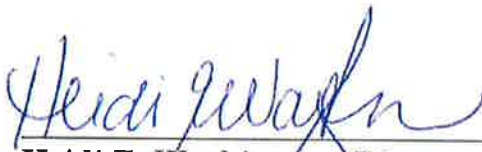
If the parties fail to reach mutual agreement on an extension or if neither party provides notice of intent to extend as specified herein, this contract shall automatically terminate upon the expiration of the original term without further obligation to either party, except as provided by law or other provisions of this contract.

4. The parties acknowledge that each is using a different system ("Jail Management System" or "JMS") for management of the detainees and detention center and that the Jail Management System used by each does not readily or easily share or exchange necessary data and information. The parties agree to work together to explore the feasibility of MDOC utilizing the same JMS as that being used by DPD.
5. The parties agree that this Amendment may be cancelled/terminated in whole or in part by either party if the non-cancelling party is notified in writing at least 180 days prior to the effective date of the cancellation. The notice shall specify one of the reasons listed in Paragraph 49 of the Interagency Agreement for the cancellation.
6. In addition to the DPD obligations in Paragraph 24 of the Interagency Agreement, if MDOC Health Care staff determine that an arrestee cannot be housed safely at the Detroit Detention Center due to their health condition, DPD is responsible to immediately make arrangements for transport of the arrestee from the Detroit Detention Center.
7. The parties agree that, except as changed or modified by this Amendment, the terms of the Interagency Agreement shall continue and remain binding during the term of this Amendment.
8. Notwithstanding anything in this Amendment or otherwise to the contrary, the City shall not be authorized or obligated to perform under this Amendment until this Amendment has been fully executed by the

authorized representatives of MDOC and the City, as well as approved by the Detroit City Council, the Mayor of the City of Detroit, the Chief Procurement Officer for the City and the City of Detroit Law Department. Any amendments or modifications must likewise be duly approved by the City Council, the Mayor, and the Law Department.

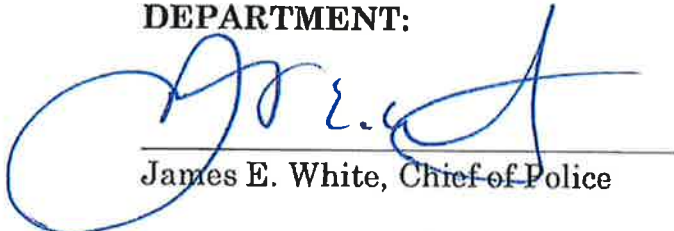
9. This Amendment may be executed in any number of counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

ON BEHALF OF THE MICHIGAN DEPARTMENT OF CORRECTIONS:


Heidi E. Washington, Director

6/21/2024
Date

ON BEHALF OF THE CITY OF DETROIT / DETROIT POLICE DEPARTMENT:


James E. White, Chief of Police

07-10-24
Date

THIS CONTRACT WAS APPROVED BY THE CITY COUNCIL ON:

APPROVED BY LAW DEPARTMENT PURSUANT TO § 7.5-206 OF THE CHARTER OF THE CITY OF DETROIT

Date

Chief Procurement Officer Date

Corporation Counsel Date

THIS CONTRACT IS NOT VALID OR AUTHORIZED UNTIL APPROVED BY RESOLUTION OF THE CITY COUNCIL AND SIGNED BY THE CHIEF PROCUREMENT OFFICER.