



**POLICE DEPARTMENT**

Detroit Public Safety Headquarters  
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Detroit, Michigan 48226

Phone 313•596•1800  
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November 1, 2024

The Honorable Detroit City Council  
**ATTN: CITY CLERK OFFICE**  
Coleman A. Young Municipal Center  
2 Woodward Avenue, Suite 1340  
Detroit, Michigan 48226

**RE: SIXTH 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 Members:

The Detroit Police Department (DPD) is requesting approval of the proposed *Sixth 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 \$6,116,499.98, 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

## RESOLUTION

**WHEREAS**, the Detroit Police Department has requested approval from City Council of its *Sixth 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 \$6,116,499.98, 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 *Sixth 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.

**SIXTH 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 Sixth 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, a Fourth Amendment executed on December 10, 2019, and a Fifth Amendment executed on July 10, 2024.

The parties agree as follows:

1. The parties have agreed to amend Paragraph 8 of the Interagency Agreement (TERM) to extend the term of the agreement by six (6) months, beginning on February 1, 2025, and terminating at 11:59 p.m. on July 31, 2025.
2. The parties agree that for the six (6) month term of this Amendment the semi-annual rental payment is Six Million One Hundred Sixteen Thousand Four Hundred Ninety-Nine Dollars and 98/100 (\$6,116,499.98) 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 in Paragraph 1 above, 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.

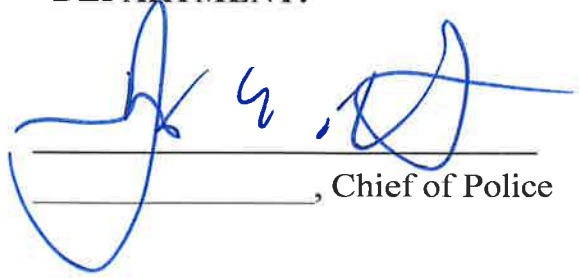
4. The parties acknowledge that each is using a different system ("Jail Management System" or "JMS") for management of the detainees and detention center and that the Jail Management System used by each does not readily or easily share or exchange necessary data and information. The parties agree to 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, as amended, 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.
10. Documents executed, scanned, and transmitted electronically, and electronic signatures, shall be deemed original signatures for purposes of this Amendment and any related documents and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

**ON BEHALF OF THE MICHIGAN DEPARTMENT OF  
CORRECTIONS:**

\_\_\_\_\_  
\_\_\_\_\_, Director

\_\_\_\_\_  
Date

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

  
\_\_\_\_\_, Chief of Police

10-30-24  
Date

THIS CONTRACT WAS APPROVED  
BY THE CITY COUNCIL ON:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Chief Procurement Officer

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
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.**