

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE JANUARY 14, 2013 REGULAR MEETING**

The meeting was called to order by Supervisor Brenda L. Stumbo, at approximately 7:00 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township. The Pledge of Allegiance was recited and a moment of silent prayer was observed.

Members Present: Supervisor Brenda L. Stumbo, Clerk Karen Lovejoy Roe, Treasurer Larry Doe, Trustees Stan Eldridge, Jean Hall Currie, Mike Martin and Scott Martin

Members Absent: None

Legal Counsel: Wm. Douglas Winters

PUBLIC COMMENTS

Arloa Kaiser, Township resident voiced her appreciation to the Ordinance Department for the great job regarding the Kmart demolition and other housing demolitions.

CONSENT AGENDA

A. MINUTES OF THE DECEMBER 10, 2012 WORK SESSION AND REGULAR MEETING

B. STATEMENTS AND CHECKS

1. 2012 Year-End - \$1,085,399.00
2. 01/14/2013 - \$678,060.00

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the Consent Agenda. The motion carried unanimously.

CLERK REPORT

- REIMAGINE WASHTENAW-The Joint Technical Committee met on December 12, 2012 and on January 9, 2013. The focus is on both public awareness and following up on the grant projects. There is a lot of activity currently underway. Clerk Lovejoy Roe and Office of Community Standards, Planning & Zoning Director Joe Lawson are actively involved as Ypsilanti Township Board representatives on the Reimagine Washtenaw Project. The project envisions a transit corridor using transit-oriented development (TOD) to enhance quality of place, efficient movement of transportation and encouraging economic development.

The project includes partnerships with the Cities of Ann Arbor and Ypsilanti, along with the Townships of Pittsfield and Ypsilanti, Washtenaw Area Transportation Study, Ann Arbor Transportation Authority and the Michigan Department of Transportation. The website has been updated at www.washtenawavenue.org. Plans are currently underway for public hearings to take public comment and input regarding current plans and future ideas. The administrator of the project Nathan Voght is planning on attending both a Development Team meeting at Ypsilanti Township and will be making a presentation to the Ypsilanti Township Board in the near future along with all the municipalities that are a part of Reimagine Washtenaw.

Right of Way and Transit Design Study Public Awareness plans are underway. A meeting is scheduled for January 16, 2013 for the Corridor

**CHARTER TOWNSHIP OF YPSILANTI
JANUARY 14, 2013 REGULAR MEETING MINUTES
PAGE 2**

Merchant Association (merchants west of US 23) and the Chamber of Commerce. Smart Growth Technical Assistance from MSHDA is also being utilized to help with planning work.

- URBAN COUNTY EXECUTIVE COMMITTEE--The Washtenaw Urban County Executive Committee met on Tuesday, December 18, 2012. The PUBLIC HEARING NEEDS ASSESSMENT ON WASHTENAW URBAN COUNTY 2013-2018 CONSOLIDATED PLAN AND 2013-2014 ANNUAL ACTION PLAN was held on TUESDAY, DECEMBER 18, 2012 at 1:00 PM—4135 Washtenaw Avenue, Learning Resource Center, Room B, Ann Arbor, MI 48107. This public hearing was held to solicit citizen input for the Washtenaw Urban County 2013-2018 Consolidated Plan and the 2013-2014 Annual Action Plan. The plan will outline specific objectives for housing and community development needs in the Urban County with CDBG, HOME, and ESG funding. The Annual Action Plan will identify specific projects and programs that the County intends to implement with these funds for the period July 1, 2013 – June 30, 2014. The public comment period began on December 18, 2012 and will end on January 17, 2013. If you would like to submit comments or request additional information, contact Brett Lenart at lenartb@ewashtenaw.org or 734.622.9006.

The Urban County Funding Allocation Plan was discussed with two alternatives to funding. One plan would keep funding the same as in the past and another suggested a fixed amount that would be used throughout the county with the decision regarding funding made by the Executive Committee. The countywide allocation would allow for funding a larger project that could not be funded by the individual community's allocations. This alternative would mean that each municipality would have a reduced amount of funding to utilize in their own community. Discussion and a decision regarding the alternative to funding allocation will continue at future meetings of the Executive Committee. The next meeting will be held on Tuesday, January 22, 2013 at 1:00 – 3:00 p.m. at the Washtenaw County Learning Resource Center.

- On December 2, 2012 the Clerk's office staff attended the Washtenaw County Clerk's Meeting in Pittsfield Township. Reports were given regarding updates on election law changes and the election cycle for 2013. Election vendors provided insight regarding election equipment. It was reported that the current election machines would be utilized through 2016. After the 2016 election cycle, new election equipment would be recommended for use by the state elections bureau.
- On December 11, 2012 Supervisor Stumbo, Clerk Lovejoy Roe and Treasurer Larry Doe attended a meeting with RACER regarding the reuse and disposition of the General Motors Property.
- On December 11, 2012 Supervisor Stumbo, Clerk Lovejoy Roe and Treasurer Larry Doe attended the Seniors Christmas Dinner at the Ypsilanti Township Community Center. It was well attended and was very well organized.
- On December 18, 2012 Supervisor Stumbo, Clerk Lovejoy Roe and Treasurer Doe along with Joe Lawson, Office of Community Standards attended the Local Development Financing Authority annual meeting to conduct required annual business.
- On January 3, 2013 Clerk Lovejoy Roe and Recreation Director Art Serafinski attending the viewing of James Hampton, Ypsilanti Township Park Ranger. Mr. Hampton passed away on Christmas Day and will be sorely missed as a Park Ranger in our community. Our sympathies go out to his wonderful family.

**CHARTER TOWNSHIP OF YPSILANTI
JANUARY 14, 2013 REGULAR MEETING MINUTES
PAGE 3**

Clerk Lovejoy Roe also announced the Habitat Build Day for January 26, 2013 in which a home would be built at 1115 Parkwood for a Veteran. She asked if anyone was interested in volunteering to let her know, because three more people were needed or the project would have to be rescheduled.

ATTORNEY REPORT

Attorney Winters gave a brief update on the demolition of the vacant K-Mart building at Gault Village.

OLD BUSINESS

- 1. 2ND READING RESOLUTION NO. 2012-41, ORDINANCE NO. 2012-427 AMENDING ORDINANCE NO. 2010-409, CHAPTER 14, ANIMALS OF THE CODE OF ORDINANCES CODE REQUIRING MANDATORY STERILIZATION OF PIT BULLS**

Clerk Lovejoy Roe read the Resolution into the record.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Mike Martin to approve the 2nd Reading of Resolution No. 2012-41, Ordinance No. 2012-427 Amending Ordinance No. 2010-409, Chapter 14, Animals of the Code of Ordinances Code requiring mandatory sterilization of pit bulls.

Mike Radzik, Director of Office of Community Standards reminded the Board this Ordinance was developed in partnership with the Humane Society of Huron Valley. He introduced Jenny Palin, the Operations Director from the Humane Society.

Jenny Palin said the Humane Society was in full support of the Ordinance and appreciated the opportunity to partner with Ypsilanti Township regarding this issue.

The motion carried as follows:

M. Martin:	Yes	Doe:	Yes	Lovejoy Roe:	Yes	Stumbo:	Yes
Hall Currie:	Yes	S. Martin:	Yes	Eldridge:	Yes		

NEW BUSINESS

- 1. REQUEST OF KAREN WALLIN, HUMAN RESOURCE DEPARTMENT FOR AUTHORIZATION TO POST AND FILL A SECOND POSITION AS ORDINANCE ENFORCEMENT ASSISTANT IN THE OCS DEPARTMENT WITH A NEGOTIABLE SALARY BETWEEN \$37,400 AND \$41,600**

A motion was made by Trustee Eldridge, supported by Trustee Hall Currie to approve the posting and filling of a second Ordinance Enforcement Assistant position in the OCS Department with a negotiable salary between \$37,400 and \$41,600. The motion carried unanimously.

- 2. REQUEST OF MARK NELSON, 14-B COURT MAGISTRATE TO APPROVE AGREEMENT BETWEEN YPSILANTI TOWNSHIP AND THE DISPUTE RESOLUTION CENTER FOR MEDIATION SERVICES AT 14-B DISTRICT COURT IN THE AMOUNT OF \$5,000, BUDGETED IN LINE ITEM #236.136.000.801.009**

3. REQUEST OF MARK NELSON, 14-B COURT MAGISTRATE TO APPROVE AGREEMENT BETWEEN YPSILANTI TOWNSHIP AND WASHTENAW COUNTY TO PROVIDE TECHNICAL SUPPORT, CONSULTANT SERVICES AND NETWORK IT SUPPORT TO 14-B DISTRICT COURT IN THE AMOUNT OF \$33,649, BUDGETED IN LINE ITEM #236.136.000.819.010

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the agreement between Ypsilanti Township and the Dispute Resolution Center for Mediation Services at 14-B District Court in the amount of \$5,000, budgeted in line item #236.136.000.801.009 and the agreement between Ypsilanti Township and Washtenaw County to provide Technical Support, Consultant Services and Network IT Support to 14-B District Court in the amount of \$33,649, budgeted in line item #236.136.000.819.010 and to authorize signing of the agreements (see attached). The motion carried unanimously.

4. REQUEST OF JEFF ALLEN, RSD DIRECTOR TO APPROVE THE NON-MOTORIZED PATHWAY AGREEMENT BETWEEN YPSILANTI TOWNSHIP AND WASHTENAW COUNTY ROAD COMMISSION IN THE AMOUNT OF \$40,000 FOR DESIGN AND CONSTRUCTION ENGINEERING, BUDGETED IN LINE ITEM #212.970.000.997.000

A motion was made by Trustee Eldridge, supported by Trustee Scott Martin to approve the Non-Motorized Pathway Agreement between Ypsilanti Township and the Washtenaw County Road Commission in the amount of \$40,000 for the Design and Construction Engineering, budgeted in line item #212.970.000.997.000 (see attached). The motion carried unanimously.

Supervisor Stumbo explained this would continue the path on Textile Road from Huron River Drive west to Whittaker in order to finish that loop.

AUTHORIZATIONS AND BIDS

ACCEPT:

1. REQUEST OF ART SERAFINSKI, RECREATION DIRECTOR TO AWARD BIDS FOR THE ANNUAL PARK AND BOAT STICKERS, DIALY PARK & BOAT PASSES AND "DISCOVER YPSILANTI TOWNSHIP" MAGAZINE AS FOLLOWS:
 - A. ANNUAL PARK & BOAT STICKERS TO ADVANCE PRINT & GRAPHICS IN THE AMOUNT OF \$567.13, BUDGETED IN LINE ITEM #230.751.000.757.775
 - B. DAILY PARK & BOAT PASSES TO ADVANCE PRINT & GRAPHICS IN THE AMOUNT OF \$175.75, BUDGETED IN LINE ITEM #230.751.000.757.775
 - C. DISCOVER YPSILANTI TOWNSHIP MAGAZINE TO ADVANTAGE MARKETING SOLUTIONS, LLC IN THE AMOUNT NOT TO EXCEED \$25,000, BUDGETED IN LINE ITEM #230.0751.000.880.000

A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to award the bids for (a.) Annual Park & Boat stickers to Advance Print & Graphics in the amount of \$567.13, budgeted in line item 230.751.000.757.775, (b.) Daily Park & Boat Passes to Advance Print & Graphics in the amount of \$175.75, budgeted in line item #230.751.000.757.775 and (c) Discover Ypsilanti Township Magazine to Advantage Marketing Solutions, LLC in the amount not to exceed \$25,000, budgeted in line item #230.751.000.880.000. The motion carried unanimously.

AUTHORIZE:

**CHARTER TOWNSHIP OF YPSILANTI
JANUARY 14, 2013 REGULAR MEETING MINUTES
PAGE 5**

- 1. REQUEST OF TRAVIS MCDUGALD, IS MANAGER TO DONATE A PORTION OF THE OBSOLETE EQUIPMENT TO THE B. SIDE PROGRAM AT EMU AND TO SEND THE REMAINING OBSOLETE EQUIPMENT TO THE MID MICHIGAN EWASTE, LLC FOR RECYCLING**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to authorize donating a portion of the obsolete equipment to the B. Side Program at EMU and to send the remaining obsolete equipment to the Mid Michigan EWaste, LLC for recycling. The motion carried unanimously.

ADJOURNMENT

A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to adjourn the meeting. The motion carried unanimously.

The meeting adjourned at approximately 7:17 p.m.

Respectfully submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

RESOLUTION 2012-41

Whereas, on **October 19, 2010**, the Township board adopted Ordinance 2010-409 requiring the mandatory sterilization of pit bulls, and

Whereas, Ordinance 2010-409 was adopted in partnership with the Huron Valley Humane Society to reduce an over population of pit bulls; and

Whereas, Ordinance 2010-409 sought to decrease the number of stray and abandoned pit bulls sheltered at the Humane Society and decrease the number of pit bulls euthanized by the Humane Society; and

Whereas, Ordinance 2010-409 contained a **December 31, 2012** sunset provision to allow the Township Board to reconsider the ordinance to determine whether the goals of reducing the over population of pit bulls, the number of stray and abandoned pit bulls, and the number of pit bull euthanizations were advanced: and

Whereas, the Huron Valley Humane Society reports that between 2009 and 2012: 1) a 42% reduction in stray and abandoned pit bulls given intake shelter and care at the Humane Society, 2) a 58% reduction in pit bull euthanasia, and 3) a 40-60% increase in pit bull live release rates [return to owners, adoption and transfers] from the Humane Society; and

Whereas, the Huron Valley Humane Society has committed to offer an additional 150 free pit bull sterilizations and will request additional funds to continue the program; and

Whereas, the Huron Valley Humane Society strongly supports the continuation of Ordinance 2010-409 requiring mandatory pit bull sterilizations; and

Whereas, the data provided by the Humane Society demonstrates that the ordinance is successful in substantially reducing pit bull euthanasia and abandonment rates.

Now therefore, be it resolved, that Ordinance 2012- 427, which removes the sunset provision of the pit bull sterilization Ordinance 2010-409 is hereby adopted by reference.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2012-41 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on January 14, 2013.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

ORDINANCE NO. 2012-427

An ordinance amending Ordinance 2010-409 Requiring Pit Bull Sterilization for the Charter Township of Ypsilanti, Washtenaw County, Michigan

The Charter Township of Ypsilanti hereby ordains that Ordinance No. 2010-409 adopted on **October 19, 2010**, which requires pit bull sterilization is amended as follows:

Delete the following provision:

Effective Date

This ordinance shall become effective on **January 1, 2011** through **December 31, 2012**

Add the following provision:

Effective Date

This ordinance shall become effective upon publication in a newspaper of general circulation as required by law.

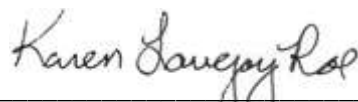
Severability

The various parts, sentences, paragraphs and clauses of this ordinance are severable. If any part, sentence, paragraph, section, or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the ordinance shall not be affected.

Publication

This Ordinance shall be published in a newspaper of general circulation as required by law.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify adoption of Ordinance No. 2012-427 by the Charter Township of Ypsilanti Board of Trustees assembled at a Regular Meeting held on January 14, 2013 after first being introduced at a Regular Meeting held on December 10, 2012. The motion to approve was made by member Roe and seconded by member Mike Martin Yes: Mike Martin, Eldridge, Currie, Scott Martin, Stumbo, Roe, Doe. NO: None. ABSTAIN: None.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CONTRACTED SERVICES AGREEMENT

This agreement is made this 14 day of January, 2013 by and between the Township of Ypsilanti for mediation services at the 14B Judicial District Court, with courthouse and offices located at 7200 South Huron River Drive, Ypsilanti, MI 48197, hereinafter referred to as 14B, and Dispute Resolution Centers of Michigan, Inc. d/b/a The Dispute Resolution Center (The DRC) located at 4101 Washtenaw Avenue, Suite 1105, Ann Arbor, MI 48108, hereinafter referred to as Contractor.

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

SECTION I – Scope of Services

The Contractor will provide small claims mediation services for 14B at court location in accordance with MCR 2.410 and 2.411, and shall:

1. Keep all communication during intake and mediation confidential, except to advise The DRC's mediators of the facts and issues involved.
2. Operate under The DRC's written non-discrimination policy.
3. Use mediators who have completed the State Court Administrative Office's approved 40 hour mediator training.
4. Report to the Alternative Dispute Resolution (ADR) Clerk of the Court and/or the 14B Court Administrator regarding compliance with MCR 2.411.
5. Provide up to two (2) hours of training to the ADR Clerk of the Court and/or other court personnel on mediation and procedures for processing litigants through mediation annually as deemed necessary.
6. Invoice the Court on a monthly basis including with the invoice, a statistical narrative of services rendered to the Court for the designated billing period.
7. Provide other reports as requested by the Court.

SECTION II - Compensation

Upon completion of the above services and submission of invoices the Court will pay the Contractor in equal monthly payments for months during which mediation services were rendered, not to exceed the sum of \$5,000 dollars for the calendar year 2013 for small claims mediation services.

SECTION III – Reporting of Contractor

1. The Contractor is to report to the ADR Clerk of the Court and/or the Court Administrator and will cooperate and confer with him/her as necessary to insure satisfactory work progress.
2. All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

3. All reports made in connection with these services are subject to review and final approval by the Court Administrator.
4. The Court may review and inspect the Consultant's activities during the term of this contract.
5. When applicable, the Contractor will submit a final, written report to the Court Administrator.
6. After reasonable notice to the Contractor, the Court may review any of the Contractor's internal records, reports or insurance policies.

SECTION IV – Term

This contract begins on January 1, 2013 and ends on December 31, 2013.

SECTION V – Personnel

1. The Contractor will provide the required services and will not subcontract or assign the services without the Court's written approval.
2. The Contractor will not hire any Court, Ypsilanti Township, or Washtenaw County employee for any of the required services without the Court's written approval.
3. The parties agree that the Contractor is neither an employee nor an agent of the Court or Washtenaw County for any purpose.
4. The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United State, Alaska or Hawaii.

SECTION VI – Indemnification Agreement

The Contractor will protect, defend and indemnify the Court, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the Court in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance or work in connection with this contract resulting in whole or in part from negligent acts or omissions of Contractor, any sub-Contractor, or any employee, agent or representative or the Contractor or any sub-Contractor.

SECTION VII – Insurance Requirements

The Contractor shall maintain at his/her 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 limit of \$100,000 each accident for any employee.

- 2.) Comprehensive 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 nonowned 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.

Insurance companies, named insureds and policy forms may be subject to the approval of the Court Administrator, and, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Court. Contractor shall be responsible to the Court or insurance companies insuring Ypsilanti Township for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Court Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the Court Administrator.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Court Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is cancelled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the Court Administrator's office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the 14B Judicial Court Administrator, 7200 Huron River Drive, Ypsilanti, MI 48197, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

SECTION VIII – 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.

SECTION IX – Interest of Consultant and Township

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the Charter Township of Ypsilanti, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest.

SECTION X – Contingent Fees

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the Township may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

SECTION XI – Equal Employment Opportunity

The Contractor 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).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not 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.

The Contractor agrees 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 Contractor, 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.

SECTION XII – Assigns and Successors

This contract is binding on the 14B Judicial District Court and the Contractor, their successors and assigns. Neither the 14B Judicial Court nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

SECTION XIII – Termination of Contract

Either party may terminate the contract by giving thirty (30) days written notice to the other party.

SECTION XIV – Equal Access

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

SECTION XV – Ownership of Documents and Publication

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the Court. Any publication of the information or results must be co-authored by the Court.

SECTION XV – Payroll Taxes

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the Township against such liability.

SECTION XVI – Practice and Ethics

The parties will conform to the code of ethics of their respective national professional associations.

SECTION XVII – Changes in Scope or Schedule or Services

Changes mutually agreed upon by the Court and the Contractor will be incorporated into this contract by written amendments signed by both parties.

SECTION XVIII – 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.

SIGNATURES

The Contractor acknowledges by his/her signature that he/she has read the Agreement and understands same and agrees this contract constitutes the total agreement between the parties and that anything not included in this contract is expressly excluded.

Agreed to on January 14, 2013

Dorenda H. Strumbe
Township Supervisor

DATE 1-14-13

Karen Janeja Rab, Clerk

DATE _____

Chief Judge, 14B Judicial District Court

DATE _____

Administrator, 14B Judicial District Court

DATE _____

The Dispute Resolution Center

CONTRACT
14B District Court

AGREEMENT is made this 14th day of January, 201³2, by the 14B District Court located at 7200 South Huron River Drive, Ypsilanti, Michigan 48197 and the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107 ("County").

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

ARTICLE I - SCOPE OF SERVICES

The COUNTY and the 14B District Court are engaged in a strategic partnership in which the County will provide technical support, consultant services and network IT support services to the 14B District Court. The goal of the project is to share resources in order to reduce costs and improve services both to internal and external customers of the 14B District Court in the area of technology.

The following are deliverables and outcomes of the strategic partnership.

- General Technical Support
The County will provide desktop technology and network infrastructure support.

Washtenaw County will provide:

1. Desktop and Computer Support-Safe and secure computing including operating system, productivity suite, virus protection and regular automated updates.
2. Network Support - Appropriately configured and secured data connection using the County's fiber optic data network, connected at the 14B District Court. LAN/WAN support including firewall upgrades and network maintenance.
3. Data Center Support-Servers, data backup and restore.
4. Email-Email addresses, spam filtering, desktop email software, web-based email.
5. Email Archiving
Archive email in conformity with County's email retention schedule.
6. Help Desk Support
Email, web or telephone support for all technology issues covered in this agreement.
7. Microsoft Windows and Office licensing
Licensing included for each computer covered in this agreement.
8. Application Support
See asset list (attached for application support model).

14B District Court Responsibilities:

1. Fund replacement and upgrades of equipment on a scheduled basis as required by the County.
2. Fund acquisition of new equipment.
3. Make all technology purchases through County IT.
4. Use County Help Desk to make all requests for service including break-fix, new services, and new equipment. Helpdesk can be contacted at 734.222.3737 or helpdesk@ewashtenaw.org.
5. Follow County IT standards for desktop computing (standard PC's and Office applications).
6. Assist with technology asset tracking.

7. Identify technology liaison(s) as onsite technology resource or point of contact for technology-related issues.
8. Be responsible for all records stored, including, but not limited to, responding to all Freedom of Information requests (FOIA).

Exclusions

1. 14B District Court-specific application support.

Performance Expectations:

1. County will strive to provide full system availability during normal business hours.
2. County agrees to provide system performance at a mutually agreeable level
3. Any major planned service outages will be discussed with the 14B District Court at a minimum 10 business days prior planned service outages.
4. Major planned service outages will be scheduled to occur during non- core operating hours where possible.
5. County Helpdesk will be staffed during core operating hours.
6. County Helpdesk tickets will be responded to within 24 hours (one business day).
7. Core operating hours are defined as Monday – Friday 8:00am 5:00pm; excluding holidays
8. After hours support will be available for emergency public safety issues – requests made through County help desk.

Communications Protocol

1. The County Helpdesk is the main point of contact for all service-related issues.
2. Main point of contact for County business/administrative issues is the County Information and Technology Manager, the alternate contact is the Network/Infrastructure Supervisor.
3. Main point of contact for 14B District Court business/administrative issues is the Finance Director; the alternate contact is Mark W. Nelson, Magistrate/Court Administrator.
4. Scheduling of planned service outages will be communicated through email addressed to 14B District Court point of contact no later than 10 business days prior to planned service outages.
5. Planned outages and system outages will be communicated via email list of 14B District Court key contacts.

Role of Contractors

The 14B District Court will obtain approval from the County for any work done by third party contractors in support of systems that use the County infrastructure. At least 10 business days' notice is required and access will be jointly supervised by County and 14B District Court.

ARTICLE II - COMPENSATION

Upon completion of the above services and submission of invoices the 14B District Court will pay the COUNTY for services rendered as outlined below:

Payment Number	Type	Amount
Annual Technology Support – based on 20 PCs \$1,682.45 per PC. PC count updated annually prior to billing	Annual-	\$33,649
Replacement Hardware Purchases	As Needed	Billed at Cost

New Software or Hardware Purchases	As Needed	Billed at Cost
Wiring	As Needed	Billed at Cost
Special Projects outside of scope	As Needed	TBD

ARTICLE III - TERM

This contract begins on January 1, 2013 and ends on December 31, 2014.

ARTICLE IV - EQUAL EMPLOYMENT OPPORTUNITY

The County 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).

The County will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant 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.

The County agrees 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 V - EQUAL ACCESS

The County 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 VI - ASSIGNS AND SUCCESSORS

This contract is binding on the 14B District Court and the County, their successors and assigns. Neither the County nor the 14B District Court will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE VII - TERMINATION OF CONTRACT

Section 1 – Either party may choose to terminate this Agreement with or without cause by giving ninety (90) days written notice to the other party of its intent to terminate with the following conditions being met prior to termination: Payment of any remaining costs owed County.

ARTICLE VIII - CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the 14B District Court and the County will be incorporated into this contract by written amendments signed by both parties.

ARTICLE IX - 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 X - EXTENT OF CONTRACT

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

ARTICLE XI – ELECTRONIC SIGNATURES

All parties to this contract agree that either electronic or handwritten signatures are acceptable to execute this agreement.

ATTESTED TO: WASHTENAW COUNTY

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

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

APPROVED AS TO CONTENT: 14B District Court

By: _____
Andy Brush (DATE)
Information and Technology Manager

By: _____
14B District Court (DATE)

By: Brenda Stumbo 1-14-13
Brenda Stumbo (DATE)
Charter Township of Ypsilanti
Supervisor

By: Karen Lovejoy Roe 1-14-13
Karen Lovejoy Roe (DATE)
Charter Township of Ypsilanti
Clerk

APPROVED AS TO FORM BY

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

**NON-MOTORIZED PATHWAY AGREEMENT
BETWEEN THE CHARTER TOWNSHIP OF YPSILANTI
AND THE WASHTENAW COUNTY ROAD COMMISSION**

**TEXTILE ROAD
(WHITTAKER ROAD TO HURON RIVER DRIVE)**

THIS AGREEMENT made and entered into this day 14th of January 2013, by and between The Charter Township of Ypsilanti ("Ypsilanti Township") and the Board of Washtenaw County Road Commissioners ("WCRC").

WHEREAS, Ypsilanti Township desires to construct a continuous non-motorized pathway along Textile Road from Whittaker Road to Huron River Drive, and

WHEREAS, the estimated costs for the desired improvements, excluding any necessary easement acquisitions, are as follows:

- | | |
|----------------------------|----------------------|
| • Design: | \$ 20,000.00 |
| • Construction: | \$ 200,000.00 |
| • Construction Engineering | \$ 30,000.00 |
| TOTAL | \$ 250,000.00 |

IT IS NOW THEREFORE AGREED, WCRC will design and construct the non-motorized pathway on behalf of the Township, and

IT IS ALSO AGREED that Ypsilanti Township shall pay WCRC for fifty percent (50 %) of the actual costs incurred associated with the design and all costs associated with the construction of the non-motorized pathway described herein estimated to cost \$250,000.00, and

IT IS FURTHER AGREED that Ypsilanti Township shall pay WCRC for all actual costs incurred associated with obtaining easements for the construction of the non-motorized pathway described herein. These costs would be over and above the estimated \$250,000.00

AGREEMENT SUMMARY

ESTIMATED AMOUNT TO BE PAID BY THE CHARTER TOWNSHIP OF YPSILANTI UNDER THIS AGREEMENT \$240,000.00

ESTIMATED AMOUNT TO BE PAID BY WCRC \$10,000.00

TOTAL ESTIMATED COST \$250,000.00

FOR THE CHARTER TOWNSHIP OF YPSILANTI

Brenda Stumbo
Brenda Stumbo, Supervisor

Nancy K. Wyrzykowski
Witness

Karen Lovejoy-Roe 1-14-B
Karen Lovejoy-Roe, Clerk

Nancy K. Wyrzykowski
Witness

FOR WASHTENAW COUNTY ROAD COMMISSION

WCRC, Chair

Witness

Roy D. Townsend, Managing Director

Witness