

**CHARTER TOWNSHIP OF YPSILANTI**  
**MINUTES OF THE AUGUST 20, 2019 REGULAR BOARD MEETING**

Supervisor Stumbo called the meeting to order 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 followed by a moment of silent prayer.

**Members Present:** Supervisor Stumbo, Clerk Lovejoy Roe, Treasurer Doe  
Trustees: Stan Eldridge, Heather Jarrell Roe  
Jimmie Wilson, Jr., and Monica Ross-Williams

**Members Absent:** none

**Legal Counsel:** Wm. Douglas Winters

**PUBLIC HEARING**

**Supervisor Stumbo declared the Public Hearing Open at 7:02 PM for:**

- A. 7:00PM – REQUEST TO APPROVE A VARIANCE TO THE PRIVATE ROAD ORDINANCE SECTION 47-29, PRIVATE ROAD DESIGN STANDARDS TO APPROVE A 780 LONG PRIVATE ROAD WITHOUT A MEANS OF ACCESS TO ANOTHER ROAD SYSTEM FOR ADDRESSES 6501 TO 6575 MUNGER RD. AND 5285 AND 5287 MERRITT RD.**

Jeffery Bullock, Township Resident spoke in favor of the two variance requests. He explained the requests if approved would bring in substantial new taxes for the township.

John Sauter, Township Resident spoke in favor of the two variance requests and explained how he wanted to split the properties in the future.

Mr. Samon, Township Resident spoke in favor of the two variance requests. He indicated he wants to build a house on one of the lots if the variances are approved.

**The Public Hearing on Variance Request A. closed at 7:09 PM**

**Supervisor Stumbo declared the Public Hearing Open at 7:09 PM for:**

- B. REQUEST TO APPROVE A VARIANCE TO THE PRIVATE ROAD ORDINANCE SECTION 47-29, PRIVATE ROAD DESIGN STANDARDS TO APPROVE ONE PRIVATE DRIVEWAY TO ACCESS TWO LOTS ZONED R-1 WHERE ONLY ONE LOT CAN BE ACCESSED BY A PRIVATE DRIVEWAY FOR ADDRESSES 5285 AND 5287 MERRITT RD.**

Mr. John Eggertson, Township resident asked questions regarding the number of lots and fire suppression.

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Mr. Cousino, Engineer and Township resident explained the variances requested and the installation of a fire hydrant.

Mr. John Eggertson, Township resident asked questions regarding the variances.

**The Public Hearing on Variance Request B. closed at 7:14 PM.**

Ben Carlisle, Planner from Carlisle Wortman explained the variance requests and said there was new information presented tonight regarding the number parcel splits that were being requested that would have to be understood and reviewed. He explained the review letters that were in the packet.

Chief Copeland explained that the Fire Code does not allow the Fire Department to review driveways and therefore he would need to adjust the reviews that were made by his department regarding Variance B, the request to allow one private driveway to access two lots. He stated the Fire Department review of Variance A would remain.

Trustee Jarrell Roe had questions concerning the parcel splits and also was concerned about the safety regarding fire suppression.

Supervisor Stumbo explained that the agenda item was to hold the two public hearings on the two variances and she explained the board would take action on the requests at a future board meeting.

**PUBLIC COMMENTS**

Supervisor Stumbo introduced Michael Hoffmeister, the new Residential Services Director. Michael Hoffmeister said he was glad to be here and looked forward to working with everyone.

JoAnn McCullum, Township resident said she supported the YMCA and thanked Supervisor Stumbo for attending the Ypsi Proud planning meeting.

Josh McCallister, Township resident said he recently discovered that backyard chickens were not allowed in the Township when he received a notice of violation. He said his children were learning to care for the chickens and understanding the value of knowing where your food comes from. He encouraged the township to do something to allow chickens on smaller lots and said they were very valuable to families seeking to have a good source of local food.

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**CONSENT AGENDA**

**A. MINUTES OF THE JULY 16, 2019 WORK SESSION AND REGULAR MEETING**

**B. STATEMENTS AND CHECKS**

- 1. STATEMENTS AND CHECKS FOR AUGUST 6, 2019 IN THE AMOUNT OF \$1,213,252.61**
- 2. STATEMENTS AND CHECKS FOR AUGUST 20, 2019 IN THE AMOUNT OF \$1,130,280.22**
- 3. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR JULY 2019 IN THE AMOUNT OF \$46,286.97**
- 4. CHOICE HEALTH CARE ADMIN FEE FOR JUNE 2019 IN THE AMOUNT OF \$1,186.00 AND JULY 2019 IN THE AMOUNT OF \$1,158.00**

**C. JULY 2019 TREASURER’S REPORT**

A motion was made by Treasurer Doe, supported by Trustee Ross-Williams to Approve the Consent Agenda.

The motion carried unanimously.

**ATTORNEY REPORT**

**A. GENERAL LEGAL UPDATE (Provided at the Work Session)**

**OLD BUSINESS**

- 1. REQUEST APPROVAL OF AGREEMENT WITH WASHTENAW COMMUNITY COLLEGE FOR EXTENSION CENTER OFFERINGS FOR THE PERIOD OF JULY 1, 2019 TO JUNE 30, 2020 (TABLED AT THE JUNE 18, 2019 REGULAR MEETING)**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to Remove from Table.

Jarrell Roe.....Yes	Eldridge.....Yes	Ross Williams.....Yes
Lovejoy Roe.....Yes	Stumbo.....Yes	Doe.....Yes
Wilson.....Yes		

The motion carried unanimously.

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A motion was made by Clerk Lovejoy Roe, supported by Trustee Wilson to Approve Agreement with Washtenaw Community College for Extension Center Offerings for the Period of July 1, 2019 to June 30, 2020 (see attached).  
The motion carried unanimously (see attached).

**2. REQUEST APPROVAL OF AGREEMENT WITH THE NATIONAL KIDNEY FOUNDATION FOR ENHANCE FITNESS CLASSES AT THE COMMUNITY CENTER FOR 2020 (TABLED AT THE JUNE 18, 2019 REGULAR MEETING)**

A motion was made by Treasurer Doe, Supported by Trustee Ross-Williams to Remove from Table.

Jarrell Roe.....Yes	Eldridge.....Yes	Ross Williams...Yes
Lovejoy Roe.....Yes	Stumbo.....Yes	Doe.....Yes
Wilson.....Yes		

The motion carried unanimously.

A motion was made by Lovejoy Roe, supported by Treasurer Doe to Approve Agreement with the National Kidney foundation for Enhance Fitness Classes at the Community Center for 2020.

The motion carried unanimously.

**3. REQUEST TO SET A PUBLIC HEARING FOR THE CREATION OF STREETLIGHT SPECIAL ASSESSMENT DISTRICT FOR MAJESTIC PONDS AND PONDS AT LAKEWOOD ON SEPTEMBER 17, 2019 AT APPROXIMATELY 7:00PM (TABLED AT THE JULY 16, 2019 REGULAR MEETING WITH AN ORIGINAL PUBLIC HEARING REQUEST DATE OF AUGUST 20, 2019)**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Ross-Williams to Remove from Table.

Jarrell Roe.....Yes	Eldridge.....Yes	Ross Williams.....Yes
Lovejoy Roe.....Yes	Stumbo.....Yes	Doe.....Yes
Wilson.....Yes		

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to set a Public Hearing for the Creation of Streetlight Special Assessment District for Majestic Ponds and Ponds at Lakewood on September 17, 2019 at Approximately 7:00PM.

The motion carried unanimously.



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**NEW BUSINESS**

- 1. 1<sup>ST</sup> READING OF ORDINANCE 2019-489, AN ORDINANCE TO AMEND CHAPTER 62, ARTICLE IV, SECTION 62-77 OF THE CODE OF ORDINANCES, CHARTER TOWNSHIP OF YPSILANTI, TO ADJUST SEWAGE DISPOSAL RATES**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve 1<sup>st</sup> Reading of Ordinance 2019-489, an Ordinance to Amend Chapter 62, Article IV, Section 62-77 of the Code of Ordinances, Charter Township of Ypsilanti, to Adjust Sewage Disposal Rates (see attached).

Jarrell Roe.....Yes    Eldridge.....Yes    Ross Williams.....Yes  
Lovejoy Roe.....Yes    Stumbo.....Yes    Doe.....Yes  
Wilson.....Yes

The motion carried unanimously.

- 2. REQUEST TO APPROVE THE FINAL PAYMENT APPLICATION IN THE AMOUNT OF \$34,238.54 BUDGETED IN LINE ITEM #206-970-000-976-005 AND CHANGE ORDER #1 FOR DOAN CONSTRUCTION FOR PARKING LOT IMPROVEMENTS FOR FIRE STATION HEADQUARTERS**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Wilson to Approve the Final Payment Application in the Amount of \$34,238.54 Budgeted in Line Item #206-970-000-976-005 and Change Order #1 for Doan construction for Parking Lot Improvements for Fire Station Headquarters.

The motion carried unanimously.

- 3. REQUEST TO APPROVE PROFESSIONAL SERVICES AGREEMENT TO PURCHASE RECREATION SOFTWARE CIVIC PRO IN THE AMOUNT OF \$17,899.00 BUDGETED IN LINE ITEM #101-266-000-977-001 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to Approve Professional Services Agreement to Purchase Recreation Software Civic Pro in the Amount of \$17,899.00 Budgeted in line item #101-266-000-977-001 Contingent Upon Approval of the Budget Amendment (see attached).

Trustee Jarrell Roe expressed her excitement for the new software, which was echoed by Trustee Ross-Williams.

The motion carried unanimously.

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- 4. REQUEST TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH SPICER GROUP TO DEVELOP A COMPLETE CONCEPT PLAN AND A MICHIGAN DEPARTMENT OF NATURAL RESOURCES GRANT APPLICATION FOR TENNIS COURT IMPROVEMENTS AT COMMUNITY CENTER PARK IN THE AMOUNT OF \$7,000.00 BUDGETED IN LINE ITEM #212-970-000-975-795**

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve a Professional Services Agreement with Spicer Group to Develop a Complete Concept Plan and a Michigan Department of Natural Resources Grant Application for Tennis Court Improvements at Community Center Park in the Amount of \$7,000.00 Budgeted in Line Item # 212-970-000-975-795 (see attached).**

**The motion carried unanimously.**

- 5. REQUEST TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH SPICER GROUP TO DEVELOP A CONCEPT PLAN AND MICHIGAN DEPARTMENT OF NATURAL RESOURCES GRANT APPLICATION FOR TENNIS COURT IMPROVEMENTS AT CLUBVIEW PARK IN THE AMOUNT OF \$7,000.00 BUDGETED IN LINE Item # 212-970-000-975-795**

**A motion was made by Treasurer Doe, supported by Trustee Jarrell Roe to Approve a Professional Services Agreement with Spicer Group to Develop A Concept Plan and Michigan Department of Natural Resources Grant Application for Tennis Court Improvements at Clubview Park in the amount of \$7,000.00 budgeted in Line Item #212-970-000-975-795 (see attached).**

**The motion carried unanimously.**

- 6. REQUEST TO A PROFESSIONAL SERVICES AGREEMENT WITH SPICER GROUP FOR DESIGN SERVICES, BID DOCUMENT, PREPARATION AND OVERSIGHT OF THE BID PROCESS FOR TENNIS AND/OR PICKLEBALL COURTS AT BURNS PARK IN THE AMOUNT OF \$10,000.00 BUDGETED IN LINE ITEM #212-970-000-975-795**

**A motion was made by Trustee Wilson, supported by Trustee Jarrell Roe to Approve a Professional Services Agreement with Spicer Group for Design Services, Bid Document, Preparation and Oversight of the Bid Process for Tennis and/or Pickleball Courts at Burns Park in the Amount of \$10,000.00 Budgeted in Line Item #212-970-000-975-795 (see attached)**

**Trustee Ross-Williams expressed her gratitude for this project.**

**The motion carried unanimously.**

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**7. REQUEST TO APPROVE THE PUBLIC DEFENDER SERVICES CONTRACT FOR MICHIGAN INDIGENT DEFENSE SERVICES FOR A PERIOD ENDING SEPTEMBER 30, 2019 IN THE AMOUNT OF \$37,755.00 BUDGETED IN LINE ITEM #236-136-000-801-007**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to Approve Request to Approve the Public Defender Services contract for Michigan indigent Defense Services for a Period Ending September 30, 2019 in the Amount of \$37,755.00 Budgeted in Line Item #236-136-000-801-007 (see attached).

The motion carried unanimously.

**8. REQUEST APPROVAL OF AKT PEERLESS WORK ORDER DATED JULY 29, 2019 FOR REMOVAL OF SOILS AND TRANSPORT TO TYPE II LANDFILL AT 1150 MIDWAY (SKATE PARK LOCATION) IN AN AMOUNT NOT TO EXCEED \$17,450.00 BUDGETED IN LINE ITEM #212-212-000-801-300**

A motion was made by Trustee Ross-Williams, supported by Trustee Jarrell Roe to Approve Request of AKT Peerless Work Order Dated July 29, 2019 for Removal of Soils and Transport to Type 11 Landfill at 1150 Midway (Skate Park Locations) in an Amount not to Exceed \$17,450.00 Budgeted in Line Item #212-212-000-801-300 (see attached).

The motion carried unanimously.

**9. RESOLUTION 2019-33, 2019 CONNECTING COMMUNITIES INITIATIVE**

A motion was made by Clerk Lovejoy Roe after she read Resolution 2019-33 into the record and supported by Treasurer Doe to Approve Resolution 2019-33, 2019 Connecting Communities Initiative (see attached).

The motion carried unanimously.

**10. REQUEST OF ERIC COPELAND, FIRE CHIEF FOR APPROVAL OF GRANT APPLICATIONS AND CORRESPONDING MEMORANDUMS OF UNDERSTANDING ON BEHALF OF THE YPSILANTI TOWNSHIP FIRE DEPARTMENT FOR THERMAL IMAGING CAMERAS WITH CHELSEA AREA FIRE AUTHORITY AND NOZZLES AND APPLIANCES WITH MILAN AREA FIRE DEPARTMENT IN THE AMOUNT OF \$6,000.00 BUDGETED IN LINE ITEM #206-206-000-741-200 AND TURNOUT GEAR WITH ANN ARBOR TOWNSHIP FIRE DEPARTMENT IN THE AMOUNT OF \$5,400.00 BUDGETED IN LINE ITEM #206-206-000-741-100**

A motion was made by Trustee Eldridge, supported by Treasurer Doe to Approve Request of Eric Copeland, Fire Chief for Approval of Grant Applications and Corresponding Memorandums of Understanding on Behalf of the Ypsilanti Township Fire Department for Thermal Imaging Cameras with Chelsea Area Fire Authority and nozzles and appliances with Milan Area Fire Department in the

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**Amount of \$6,000.00 Budgeted in Line Item #206-206-000-741-200 and Turnout Gear with Ann Arbor Township Fire Department in the Amount of \$5,400.00 Budgeted in Line Item #206-206-000-741-100 (see attached).**

**The motion carried unanimously.**

- 11. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO APPROVE TWO CONTRACTS WITH THE WASHTENAW COUNTY SHERIFF'S OFFICE TO FACILITATE COLLABORATIVE SHARING OF SCHOOL RESOURCE DEPUTIES FOR SUMMER MONTHS WITH LINCOLN CONSOLIDATED SCHOOLS AND YPSILANTI COMMUNITY SCHOOLS IN THE AMOUNT OF \$58,099.00 BUDGETED IN LINE ITEM #266-301-000-831-008**

**A motion was made by Treasurer Doe, supported by Trustee Wilson to Approve Request of Mike Radzik, OCS Director to Approve Two Contracts with the Washtenaw County Sheriff's Office to Facilitate Collaborative Sharing of School Resource Deputies for Summer Months with Lincoln Consolidated Schools and Ypsilanti Community Schools in the Amount of \$58,099.00 Budgeted in Line Item #266-301-000-008 (see attached).**

**The motion carried unanimously.**

- 12. REQUEST TO APPROVE APPLICATION FOR FARMLAND AGREEMENT UNDER PUBLIC ACT 116 FOR SAMUEL ELLIOTT AT 6330 AND 6380 STONEY CREEK RD.**

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Application for Farmland Agreement Under Public Act 116 for Samuel Elliott at 6330 and 6380 Stoney Creek Rd.**

**The motion carried unanimously.**

- 13. REQUEST TO SET A PUBLIC HEARING DATE OF TUESDAY, SEPTEMBER 17, 2019 AT APPROXIMATELY 7:15PM – SPECIAL ASSESSMENT TAX LEVY**

**A motion was made by Treasurer Doe, supported by Trustee Wilson to Approve Request to Set a Public Hearing Date of Tuesday, September 17, 2019 at Approximately 7:15PM – Special Assessment Tax Levy.**

**The motion carried unanimously.**

- 14. REQUEST TO APPROVE SETTLEMENT AGREEMENT FOR AACIL VS. YPSILANTI TOWNSHIP ET.AL.**

**A motion was made by Trustee Eldridge, supported by Trustee Jarrell Roe to Approve Settlement Agreement for AACIL vs Ypsilanti Township et.al.**

**The motion carried unanimously.**

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- 15. REQUEST TO PURCHASE ONE (1) FORD EXPLORER FROM JORGENSEN FORD IN THE AMOUNT OF \$29,000.00 BUDGETED IN LINE ITEM #266-304-000-985-000 AND ONE (1) RAM TRUCK FROM WATSON BENZIE RAM COMMERCIAL IN THE AMOUNT OF \$21,003.59 BUDGETED IN LINE ITEM #249-249-000-985-000 FOR THE OFFICE OF COMMUNITY STANDARDS BOTH CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Waive the Financial Policy and Approve the Request to Purchase One (1) Ford Explorer from Jorgenson Ford in the amount of \$29,000.00 Budgeted in Line Item #266-304-000-985-000 and One (1) Ram Truck from Watson Benzie Ram Commercial in the Amount of \$21,003.59 Budgeted in Line Item #249-249-000-985-000 for the Office of Community Standards both Contingent Upon Approval of the Budget Amendment.**

**The motion carried unanimously.**

- 16. BUDGET AMENDMENT #13**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve Budget Amendment #13 (see attached).**

**The motion carried unanimously.**

**AUTHORIZATIONS AND BIDS**

- 1. REQUEST TO AWARD LOW BID FOR LAW ENFORCEMENT CENTER GENERATOR INSTALLATION TO HARPER ELECTRIC IN THE AMOUNT OF \$95,000.00 WITH A 10% CONTINGENCY AMOUNT OF \$9,500.00 FOR A TOTAL AMOUNT OF \$104,500.00 BUDGETED IN LINE ITEM #266-301-000-971-001**

**A motion was made by Trustee Eldridge supported by Trustee Jarrell Roe to Approve Request to Award Low Bid for Law Enforcement Center Generator Installation to Harper Electric in the Amount of \$95,000.00 with a 10% Contingency Amount of \$9,500.00 for a Total Amount of \$104,500.00 Budgeted in Line item #266-301-000-971-001.**

**The motion carried unanimously.**

- 2. REQUEST TO SEEK SEALED BIDS FOR THE CONSTRUCTION OF A BUS SHELTER ON S. HURON RIVER DRIVE AT SCHOONER COVE APARTMENTS.**

**A motion was made by Trustee Jarrell Roe, supported by Trustee Eldridge to Approve Request to Seek Sealed Bids for the Construction of a Bus Shelter on S. Huron River Drive at Schooner Cove Apartments.**

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The motion carried unanimously.

**OTHER BUSINESS**

**A motion was made by Trustee Ross-Williams, supported by Trustee Jarrell Roe to Add and Approve the General Code Laserfiche Software and additional equipment to the Agenda subject to a budget amendment.**

Supervisor Stumbo stated she would like this on the next agenda.

**Trustee Ross-Williams withdrew her motion.**

**A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to Adjourn.**

**The motion carried unanimously.**

The meeting was adjourned at approximately 8:43PM.

Respectfully Submitted,

Brenda L. Stumbo, Supervisor  
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

R1081695

## **WASHTENAW COMMUNITY COLLEGE & YPSILANTI TOWNSHIP COMMUNITY CENTER AGREEMENT FOR EXTENSION CENTER OFFERINGS**

This agreement is made by and between **Washtenaw Community College**, hereinafter called the **College** and the Charter Township of Ypsilanti Community Center, Ypsilanti, Michigan hereinafter called the **Center**.

The College and the Center desire to be partners in providing college programs to the residents of the College service area, in particular, Ypsilanti Township, thereby giving added dimension to the programs and services already available to the people of the community, with input from the Center staff and other community leaders. The Center desires to make this program available to the people of the College service area and Ypsilanti Township area by providing facilities and support for said college programs; therefore, it is deemed advisable to establish certain rules, regulations, and financial determinations so that the respective roles of the College and the Center can be delineated for the accomplishment of these purposes.

Therefore, be it mutually agreed in considerations of the promises to each other as follows:

### The College agrees:

- To provide all instructional personnel and direct administrative services necessary for conducting quality educational programs.
- To provide classroom and technical equipment necessary to conduct classes.
- To promote enrollment for the college courses by providing appropriate publicity through local media.
- To schedule college courses at those times, days and evenings, in compliance to a mutually agreed upon calendar. A calendar of course dates and times must be arranged through the Center's Director prior to the start of each new class session.
- To make adequate prior arrangements and communications for course time and date changes due to unforeseen circumstances.
- To follow reasonable practices relating to the proper use and care of the Center properties and facilities.
- To conclude all classes no later than 8:00 p.m.
- To adhere to the current applicable Center's Rules and Regulations as stated in the following:
  - The Community Center is a smoke free, alcohol free, and drug free facility.
  - The use of open flames, such as lighted candles, are strictly prohibited.
  - Any form of gambling or game of chance, unless expressly permitted by law and subject to the approval and issuance of special permits is prohibited on the premises.

- A Building Attendant and/or Custodian will be on duty during all hours of building operation and groups must guarantee responsiveness to the directives of all department staff. Accidents and damage, no matter how trivial must be reported to Department staff immediately.
- Property of the Community Center shall not be removed from the facility at any time.
- Groups shall not use, remove or disturb any supplies, bulletin boards or any other items in the Community Center. Some items may be moved or placed out of sight with advanced Department approval and must be returned to the original location at completion of use.
- Groups shall be restricted to the room(s) assigned, except for use of restrooms and common areas. Use of facilities outside the building is restricted to the parking facilities unless granted prior Department approval.
- Placement of posters, banners, decorations, etc. may be permitted upon prior Department approval.
- The Community Center is not responsible for equipment or supplies brought in by groups, but will work collaboratively with the College to ensure safety and security of the rented space.
- The Charter Township of Ypsilanti assumes no responsibility, financial or otherwise, for accidents or injuries sustained by individual or groups of individuals while using the facilities.
- The Charter Township of Ypsilanti assumes no responsibility for damage or theft of personal items.
- The Township & organization using township buildings shall refrain from using Styrofoam products for use in Township Building (Charter Township of Ypsilanti Resolution 89-16)

The Center agrees:

- To provide a designated classroom at the Center (Room 103), Monday-Friday, and (Room 301) on Monday, Tuesday, and Wednesday evenings starting in the fall 2019 semester per the mutually agreed upon calendar.
- To allow persons to register for the college courses in accordance with the College's non-discrimination, Open Door Policy.
- To provide an on-site employee for the purpose of opening and closing the buildings and classrooms where College classes are conducted.
- To provide custodial and maintenance services for the facilities and grounds used by the College programs.
- To make classrooms physically accessible to the students and to see that the classrooms are kept open for College classes in a timely manner.
- To provide security and safety arrangements for college faculty and students similar to those provided to the employees and participants of the Center.



- In addition to the mutually agreed upon calendar that recognizes the Center's furloughs and planned closures, on certain school days, the Center may be closed due to inclement weather. On these days, College classes may not meet.

General Provisions:


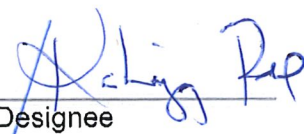
- For the duration of this contract, this agreement covers use of the permanent space (Room 103) and the use of (Room 301) Monday, Tuesday & Wednesday evenings from 5-8 pm. Orientation, entry assessment, advising, counseling sessions, and staff professional development will generally be conducted between 9:00am-8:00pm, Monday-Friday based upon the mutually agreed calendar.
- It shall be the individual responsibility of each of the parties to carry and maintain its own insurance of public liability and property damage.
- The Center and the College further agree to negotiate any changes that may be deemed necessary as a result of changed circumstances and to amend the contract through mutual agreement at any time during the said contract period.
- The School and the College agree to be bound by the provisions of this operating agreement for the period July 1, 2019 through June 30, 2020 for the total sum of \$18,000.00 derived from the 2019-20 Adult Transitions/Washtenaw Intermediate School District (WISD) Section 107 Grant Budget. The total sum will be paid in two equal installments of \$9000 by October 22, 2019 and January 31, 2020 and will be made payable to the Charter Township of Ypsilanti.

Responsible College Administrator Bonnie Truhn, Adult Transitions Manager

College Area/Office Adult Basic Education FOAPAL: 24450-44450-7507-440-R261

  
 William L. Johnson  
 WCC Vice President & Chief Financial Officer

7/25/19  
 Date

   
 Township Supervisor/Designee  
 Charter Township of Ypsilanti  
 Brenda L. Stumby/Karen Lovejoy Roe

August 21, 2019  
 Date

**CHARTER TOWNSHIP OF YPSILANTI**  
**PROPOSED ORDINANCE 2019-489**

**An ordinance to amend Chapter 62, Article IV, Section 62-77 of the Code of Ordinances, Charter Township of Ypsilanti, to adjust sewage disposal rates.**

**BE IT ORDERED BY THE CHARTER TOWNSHIP OF YPSILANTI, that:**

Section 62-77 of Chapter 62, Article IV of the Code of Ordinances be revised as follows:

For all billings rendered prior to October 1, 2019, existing sewage disposal service rates shall prevail. For all billings rendered on or after October 1, 2019, charges for sewage disposal services shall be as follows, for each bimonthly (two-month) period:

**Readiness-to-serve rates based on size of meter:**

Meter Size (inch)	Water Rate
5/8-3/4	\$ 15.99
1	\$ 39.98
1-1/2	\$ 79.96
2	\$ 127.94
3	\$ 399.80
4	\$ 799.60
6	\$ 1,599.19
8	\$ 2,798.58
10	\$ 4,397.77
12	\$ 5,197.37

**Commodity rate:**    \$2.63 per 100 cubic feet

\*   \*   \*   \*   \*   \*   \*   \*   \*   \*

WITNESS:

THE CHARTER TOWNSHIP OF YPSILANTI

Brenda L. Stumbo, Supervisor

Karen Lovejoy-Roe Clerk

This Ordinance shall become effective upon the date of publication.

I, Karen Lovejoy-Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan, hereby certify that the foregoing Ordinance No. 2019-\_\_\_\_\_ consisting of (1) page was duly approved and adopted by the Charter Township of Ypsilanti Board of Trustees assembled at a meeting of said board held \_\_\_\_\_, 2019 after said

ordinance had previously been introduced at a meeting of the board held \_\_\_\_\_, 2019.  
I further certify the motion to adopt was made by member \_\_\_\_\_ and seconded  
by member\_\_\_\_\_. The vote on the motion is as follows:

Yes: \_\_\_\_\_,  
                  name                  name                  name                  name                  name

No: \_\_\_\_\_,  
                  name                  name                  name                  name                  name

Karen Lovejoy-Roe, Clerk  
Charter Township of Ypsilanti

PUBLISH: \_\_\_\_\_  
                  Day, Month, Year

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify approval of the first reading of Proposed Ordinance No. 2019-489 by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on August 20, 2019. The second reading is scheduled to be heard on September 17, 2017.



\_\_\_\_\_  
Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

**CivicPlus**

302 South 4th St. Suite 500  
Manhattan, KS 66502  
US

**Quote #:**

Q-04571-1

**Date:**

8/2/2019 9:05 AM

**Expires On:**

10/31/2019

**Product:**

CivicRec

**Ship To**

Angela Verges  
Ypsilanti MI - CivicRec

**Bill To**

Ypsilanti MI - CivicRec

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Alex Rodriguez	814-769-9297	arodriguez@civicplus.com		Net 30

**Exhibit A.1 - Statement of Work**

QTY	Product Name	DESCRIPTION	TOTAL
1.00	CP Pay Annual Fee	CP Pay Annual Fee	\$0.00
1.00	CP Pay Implementation	CP Pay Implementation Fee	\$0.00
1.00	Location/Facility Import	Location/Facility Import - Imports locations & facilities into new system.	\$1,922.00
1.00	Activities Import	Activities Import	\$2,000.00
1.00	Residency Import	Residency Import - Imports a flat file of addresses that will be used to determine residency in the new system.	\$500.00
1.00	2 Day On-Site Training	2 Day On-Site Training Package	\$0.00
2.00	On-Site Training Fee	On-Site Training Fee	\$3,844.00
3.00	Travel Days	On-Site Days	\$2,250.00
1.00	CivicRec Annual Fee	CivicRec Annual Fee	\$4,500.00
1.00	CivicRec Standard	Standard package -Project Coordination - Branded Public Portal -Help Center Access	\$1,681.75
2.00	Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours	\$1,201.25
<b>TOTAL:</b>			<b>\$17,899.00</b>

Total Days of Quote:365

One Time Costs	\$13,399.00
Recurring Costs	\$4,500.00

\* Recurring Costs stated herein are based upon the number of days stated above.  
Upon renewal of this SOW, the Recurring Costs will reflect a 365 day calendar year.

1. Performance and payment under this SOW shall be subject to the terms & conditions of the Agreement by and between Client and CivicPlus, to which this Statement of Work (SOW) is hereby attached.

2. This SOW shall remain in effect for an initial term of one year (12 months) from signing. In the event that neither party gives 60 days' notice to terminate prior to the end of the initial or any subsequent renewal term, this Agreement will automatically renew for an additional 1-year Renewal Term.

3. The Total First Year Fees (total of One-Time Costs and Recurring Cost) shall be invoiced as follows:

a. Upon signing of this SOW – one half of the Total First Year Fees;

b. The earlier of 6 months from signing or upon completed implementation of the CivicRec Recreation Management Software – the remaining half of the Total First Year Fees.

4. Renewal Term Annual Services Fees (Recurring Costs) shall be invoiced on the date of signature of relevant calendar years beginning with the second year of service. Annual services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in Year 3 of service.

5. The Client's Annual Services Fees agreed upon herein are based on Client processing up to \$225,000.00 of revenue per year ("Predicted Processing Volume"). Starting with the first renewal year of this SOW, CivicPlus reserves the right (but not the obligation) to audit Client once every 12 months to determine Client's actual processing volume ("Actual Processing Volume"). In the event Client's Actual Processing Volume exceeds the Predicted Processing Volume, CivicPlus will notify client within 30 days of the audit of the Actual Processing Volume and the applicable increase in the Annual Fees resulting from such Actual Processing Volume. The increase in the Annual Fees shall be implemented the first of the month following the notice.

6. All amounts owed to CivicPlus hereunder are fully-earned upon provision of the Services Provided, as described in Addendum 1, and are not subject to withholding or off-set in any manner whatsoever, such amounts are non-refundable upon payment subject only to a clear demonstration of an accounting error. Client expressly acknowledges and agrees that Client is familiar with the proposed Services Provided and CivicPlus' billing process.

7. For the purposes of obtaining merchant account services through CP Pay, Client may utilize the designated merchant account for CivicRec through an integrated partnership with OpenEdge ("CP Pay Merchant"). In the event Client chooses CP Pay Merchant, Client will enter into a merchant account agreement with OpenEdge. Such agreement's terms and conditions will solely enure to the benefit and obligation of Client; CivicPlus shall not be a party to such agreement. In the event Client chooses CP Pay Merchant, CivicPlus will facilitate Client and CP Pay Merchant communication for contracting purposes and shall integrate the CP Pay Merchant account processor at no charge to Client. Client agrees to comply with all terms and conditions of the resulting merchant account agreement and pay all fees required to maintain the services. If Client desires to use an integrated merchant account processor gateway besides the designated CP Pay Merchant, an integration fee will be included in Client's implementation fees. Client agrees to comply with all terms and conditions of the resulting merchant account agreement and pay all fees required to maintain the services. Client acknowledges that the fees set forth in this SOW do not include any transaction, processing or other fees imposed by Client's merchant account processor. Client is fully responsible for their relationship with their selected processor. In no event will CivicPlus: (i) take part in negotiations, (ii) pay any fees incumbent on the Client or merchant account, or (iii) acquire any liability for the performance of services of any chosen merchant account processor, including CP Pay Merchant.

8. When Client uses CP Pay, then Client may take online credit card payments for certain services or products they provide via the Client websites supported by CivicPlus. As such, through CP Pay, CivicPlus facilitates an automated process for redirecting credit card payments to Client's chosen payment gateways / merchant account processors. For card payments, CivicPlus will redirect any payments processing to the Client's merchant account processor gateway, and the merchant account processor gateway presents the payment form page and processes the card payment. CivicPlus does not transmit, process or store cardholder data and does not present the payment form. CivicPlus implements and maintains PCI compliant controls for the system components and applications that provide the redirection services only.

### Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Client  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

CivicPlus  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
August 21, 2019

## Addendum 1 to Exhibit A.1 – Services Provided

Services provided by CivicPlus to the Client under this agreement include the following:

**Access:** CivicPlus hereby grants a nonexclusive license during the term of the Agreement for the Client to access, use and display the CivicPlus item(s) listed in the SOW in accordance with the terms of the Agreement. Excluding occasional maintenance, the Software shall be available 24 hours per day, seven days per week with a guaranteed uptime of 99%. The Portal is accessible via the public Internet from any device with an Internet connection and browser. .

**Documentation:** All CivicPlus startup and user's guides are maintained electronically in the system and can be accessed through the "Help Center" from within CivicPlus. CivicPlus does not provide paper copies of its guides and help files.

**Data Backups:** CivicPlus currently performs backups daily of all of its data (6:00 AM). In case of emergency, CivicPlus may restore data to the point of the previous backup.

**Enhancements:** New features will be added throughout the term of this Agreement. Client will have full access to all of these new features without additional charge. Client is also encouraged to submit change requests as they see opportunities for improvement. CivicPlus will attempt to implement any and all changes that improve the value of CivicPlus to all of our Clients at no charge. Notwithstanding the foregoing, all custom work will be estimated and agreed upon in writing by the parties hereto prior to work start.

**Client Support:** CivicPlus shall provide an online utility for problem reports and change requests. Client may also reach CivicPlus by phone at 1-800-335-1863 between the hours of 7:00 AM and 7:00 PM Central Standard Time, Monday through Friday and excluding national holidays. E-mail support is also available at support@CivicPlus.com. Non-emergency after-hours support may be subject to additional fees. Emergencies will be handled as soon as possible. Enhancement requests will be queued based on priority and implemented on a schedule. CivicPlus shall have sole and absolute discretion as to whether support requests exceed reasonable use or exceed the scope of services outlined in this Agreement.

**Data:** In the event Client no longer wishes to use CivicPlus, CivicPlus will export Client data based on a requested format (in most cases). If the data exporting request is initiated by Client, additional fees may apply. All work will be estimated and agreed upon in writing by the parties hereto prior to work start.

### Contact Information

\*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

<b>Organization</b>	<b>URL</b>	
Street Address		
Address 2		
City	State	Postal Code
CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.		
<b>Emergency Contact &amp; Mobile Phone</b>		
<b>Emergency Contact &amp; Mobile Phone</b>		
<b>Emergency Contact &amp; Mobile Phone</b>		
<b>Billing Contact</b>	<b>E-Mail</b>	
Phone	Ext.	Fax
Billing Address		
Address 2		
City	State	Postal Code
Tax ID #	Sales Tax Exempt #	
Billing Terms	Account Rep	
Info Required on Invoice (PO or Job #)		
<b>Contract Contact</b>	<b>Email</b>	
Phone	Ext.	Fax
<b>Project Contact</b>	<b>Email</b>	
Phone	Ext.	Fax



August 7, 2019

Brenda Stumbo  
Ypsilanti Charter Township  
7200 S Huron River Dr  
Ypsilanti, MI 48197

RE: Community Center Park Tennis and Pickleball Courts  
Ypsilanti Charter Township, Michigan  
Letter Agreement for Professional Services

Mrs. Stumbo:

At your request, we are furnishing you with a letter agreement to develop a complete concept plan and a Michigan Department of Natural Resources (MDNR) grant application for improvements at Community Center Park. The grant proposal will need to be completed by the grant submittal due date of April 1, 2020.

#### **BACKGROUND**

Community Center Park currently includes six tennis courts on one playing surface with a chain-link fence enclosure. The asphalt playing surface is in poor condition such that it is unusable due to risk of injury. We believe this park is eligible for one or more MDNR grants to aid in funding the replacement of these courts, as well as conversion to pickleball courts, or multi-use courts.

Listed below is our proposed scope of work to develop the concept plan and complete the grant application.

#### **SCOPE OF WORK**

The following items represent Spicer's proposed services for this work. They are in steps to reflect the orderly and reasonable progress of the project.

##### CONCEPT PLAN AND PRELIMINARY ESTIMATE OF COST

1. We have attached a rough estimate of the construction and engineering costs for the improvements to this letter agreement.
2. We will finalize the scope of the improvements with you and create a concept plan with an updated preliminary estimate of cost for your review and for inclusion in the grant application.

##### DNR GRANT APPLICATION

1. Spicer will work with you to determine which grant to apply for: Michigan Natural Resources Trust Fund, Land and Water Conservation Fund (LWCF), or Recreation Passport fund. The determination will be made based upon your available match and the potential scoring for each grant. At this time, we believe the Recreation Passport grant is the best option for this project but the LWCF grant may be a good option as well.

August 7, 2019

Page 2 of 3

2. Complete the MDNR application form with the required information in the online MiRecGrants system.
3. Produce the project location map and the project boundary map.
4. Review and complete the environmental checklist with the Township.
5. Write the supporting grant text.
6. Include project photos.
7. Produce and submit the Transmittal Letter and Notice of Intent form to the regional planning house and Washtenaw County.
8. Compile and upload all of the requirements for the grant application in the MiRecGrants system.

#### YPSILANTI CHARTER TOWNSHIP

The Township's role in the application process shall be as follows:

- Assist with and provide information for the grant application form as needed (i.e. property deeds, plat map information, property descriptions, etc.)
- Obtain commitment letters from any cash donors.
- Obtain attorney signature on documentation of site control form.
- Include the application as an agenda item, open to discussion at a regular public meeting prior to the Township's approval of a resolution supporting the grant and committing the funds.
- Produce signed public meeting minutes and obtain copy of advertisement.
- Certify a resolution from Ypsilanti Charter Township, regarding the application, committing the matching funds prior to March 28, 2020.
- Solicit and collect letters of support from the community.
- Review final submittal documents.
- Submit grant through the MiRecGrants system.

#### **ADDITIONAL SERVICES**

Additional services related to this project will be furnished by us after you authorize the work. Our fee for the additional services will be determined at the time they are agreed to and rendered.

#### **FEE SCHEDULE**

- Our proposed estimate to complete the concept plan and cost estimate is **\$2,000**.
- Our proposed estimate to complete the recreation grant application is **\$5,000**.

August 7, 2019

Page 3 of 3

We will bill you hourly based upon our effort completed during the billing period. We will submit monthly invoices to you for our professional services, any additional authorized services and any reimbursable expenses.

If this proposal meets with your approval, please acknowledge this approval with an authorized signature below and return one of the enclosed copies to us.

We deeply appreciate your confidence in Spicer, and we look forward to working with you and for you on your project.

Sincerely,



**Phil Westmoreland**

Senior Project Manager

**SPICER GROUP, INC.**

125 Helle Blvd, Suite 2

Dundee, MI 48131

Phone: (734) 823-3308


Cell: (517) 375-9449

mailto: [philaw@spicergroup.com](mailto:philaw@spicergroup.com)


Cc: SGI File 127132PR2019

\_\_\_\_\_  
Above proposal accepted and approved by Owner.

**YPSILANTI CHARTER TOWNSHIP**

By:   
Brenda Stumbo, Supervisor

Date: August 21, 2019

By:   
Karen Lovejoy Roe, Clerk

Date: August 21, 2019

August 7, 2019

Brenda Stumbo  
Ypsilanti Charter Township  
7200 S Huron River Dr  
Ypsilanti, MI 48197

RE: Clubview Park Tennis and Pickleball Courts  
Ypsilanti Charter Township, Michigan  
Letter Agreement for Professional Services

Mrs. Stumbo:

At your request, we are furnishing you with a letter agreement to develop a complete concept plan and a Michigan Department of Natural Resources (MDNR) grant application for improvements at Clubview Park. The grant proposal will need to be completed by the grant submittal due date of April 1, 2020.

#### **BACKGROUND**

Clubview Park currently includes two tennis courts on one playing surface with a chain-link fence enclosure. The asphalt playing surface is in poor condition such that it is unusable due to risk of injury. We believe this park is eligible for one or more MDNR grants to aid in funding the replacement of these courts, as well as conversion to pickleball courts, or multi-use courts.

Listed below is our proposed scope of work to develop the concept plan and complete the grant application.

#### **SCOPE OF WORK**

The following items represent Spicer's proposed services for this work. They are in steps to reflect the orderly and reasonable progress of the project.

##### CONCEPT PLAN AND PRELIMINARY ESTIMATE OF COST

1. We have attached a rough estimate of the construction and engineering costs for the improvements to this letter agreement.
2. We will finalize the scope of the improvements with you and create a concept plan with an updated preliminary estimate of cost for your review and for inclusion in the grant application.

##### DNR GRANT APPLICATION

1. Spicer will work with you to determine which grant to apply for: Michigan Natural Resources Trust Fund, Land and Water Conservation Fund (LWCF), or Recreation Passport fund. The determination will be made based upon your available match and the potential scoring for each grant. At this time, we believe the Recreation Passport grant is the best option for this project but the LWCF grant may be a good option as well.

August 7, 2019

Page 2 of 3

2. Complete the MDNR application form with the required information in the online MiRecGrants system.
3. Produce the project location map and the project boundary map.
4. Review and complete the environmental checklist with the Township.
5. Write the supporting grant text.
6. Include project photos.
7. Produce and submit the Transmittal Letter and Notice of Intent form to the regional planning house and Washtenaw County.
8. Compile and upload all of the requirements for the grant application in the MiRecGrants system.

#### YPSILANTI CHARTER TOWNSHIP

The Township's role in the application process shall be as follows:

- Assist with and provide information for the grant application form as needed (i.e. property deeds, plat map information, property descriptions, etc.)
- Obtain commitment letters from any cash donors.
- Obtain attorney signature on documentation of site control form.
- Include the application as an agenda item, open to discussion at a regular public meeting prior to the Township's approval of a resolution supporting the grant and committing the funds.
- Produce signed public meeting minutes and obtain copy of advertisement.
- Certify a resolution from Ypsilanti Charter Township, regarding the application, committing the matching funds prior to March 28, 2020.
- Solicit and collect letters of support from the community.
- Review final submittal documents.
- Submit grant through the MiRecGrants system.

#### **ADDITIONAL SERVICES**

Additional services related to this project will be furnished by us after you authorize the work. Our fee for the additional services will be determined at the time they are agreed to and rendered.

#### **FEE SCHEDULE**

- Our proposed estimate to complete the concept plan and cost estimate is **\$2,000**.
- Our proposed estimate to complete the recreation grant application is **\$5,000**.

August 7, 2019

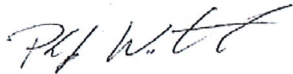
Page 3 of 3

We will bill you hourly based upon our effort completed during the billing period. We will submit monthly invoices to you for our professional services, any additional authorized services and any reimbursable expenses.

If this proposal meets with your approval, please acknowledge this approval with an authorized signature below and return one of the enclosed copies to us.

We deeply appreciate your confidence in Spicer, and we look forward to working with you and for you on your project.

Sincerely,



**Phil Westmoreland**

Senior Project Manager

**SPICER GROUP, INC.**

125 Helle Blvd, Suite 2

Dundee, MI 48131

Phone: (734) 823-3308

Cell: (517) 375-9449

mailto: [philaw@spicergroup.com](mailto:philaw@spicergroup.com)

Cc: SGI File 127132PR2019

\_\_\_\_\_  
Above proposal accepted and approved by Owner.

**YPSILANTI CHARTER TOWNSHIP**

By: \_\_\_\_\_

  
Brenda Stumbo, Supervisor

Date: \_\_\_\_\_

August 21, 2019

By: \_\_\_\_\_

  
Karen Lovejoy Roe, Clerk

Date: \_\_\_\_\_

August 21, 2019



August 7, 2019

Brenda Stumbo  
Ypsilanti Charter Township  
7200 S Huron River Dr  
Ypsilanti, MI 48197

RE: Burns Park Tennis Courts  
Ypsilanti Charter Township, Michigan  
Letter Agreement for Professional Services

Mrs. Stumbo:

At your request, we are furnishing you with a letter agreement for design services regarding tennis and/or pickleball courts at Burns Park.

#### **BACKGROUND**

Burns Park is located between Burns Ave and Harding Ave, east of North Hewitt Rd. Following a successful project we completed at Ford Lake Park, the Township has asked us to provide similar design services for Burns Park.

Upon a pre-proposal site visit, we found two tennis courts surrounded and separated by chain link fence. The playing surface is comprised of asphalt which has cracked to the point that the surface is unsuitable for safe use. The fence is in generally good condition and it may be possible to salvage and reuse some or all components.

The general intent of this project is to remove the existing courts entirely and construct new courts on the same footprint. Due to pickleball's recent rise in popularity, pickleball courts may also be integrated into the design in a manner that will be discussed with the Township during the design phase, as there are several patterns which may be used to overlay pickleball courts on top of tennis courts.

For your convenience, we have attached a Preliminary Estimate of Costs, which includes costs of construction, our fees, and a contingency which should help you in budgeting for this project. The preliminary estimate for construction and engineering is \$145,000. We will update the construction cost estimate as design progresses from conceptual to 90% complete and a bid estimate.

#### **SCOPE OF BASIC PROFESSIONAL SERVICES**

Spicer's proposed services follow. This agreement is for the Design phase only; we are happy to furnish you with a letter agreement for Construction Administration upon request.

1. During the Design phase, we will:
  - Perform a topographical survey of the existing tennis courts, plus a 50' buffer of the surrounding ground.
  - Process survey data and create topographical drawings of the existing conditions.
  - Create a site plan containing removal plan, site layout, grading & drainage plan, existing and proposed pavement cross sections, pavement markings plan, and detail drawings as necessary.

August 7, 2019

Page 2 of 3

- Ensure proposed design is A.D.A. compliant where applicable.
- Prepare bidding documents including front-end contract language and technical specifications.
- Provide the Township with 90% complete design documents and hold one design review meeting with Township staff.
- Finalize plans and specifications based on feedback from the design review meeting.
- Post advertisement for proposals and make bidding documents available for potential bidders.
- Respond to any requests for information from potential bidders.
- Prepare any necessary Addenda.
- Attend public bid opening with the Township.
- Review bids, prepare bid tabulation, and recommend award.

#### **SERVICES NOT INCLUDED**

For a clearer understanding of our work scope, the following is not included in our Scope of Basic Professional Services:

Our proposed scope of services does not include design of any amenities besides the tennis/pickleball courts and their associated fencing and accessibility. This scope of work does not include seeking out or securing funding for the projects such as grants or loans. Completion of this phase will occur upon our recommendation for construction contract award.

#### **ADDITIONAL SERVICES**

Additional services related to this project will be furnished by us after you authorize the work. Our fee for the additional services will be determined at the time they are agreed to and rendered.

#### **FEE SCHEDULE**

Our proposed fee schedule follows. We will submit monthly invoices to you for our Basic Professional Services, any additional authorized services, and any reimbursable expenses.

1. Design Phase	
Standard hourly rates with the total amount estimated at	\$10,000
<b>Total (Not to exceed)</b>	<b>\$10,000</b>

We will bill you hourly based upon our effort completed during the billing period. We will submit monthly invoices to you for our professional services, any additional authorized services and any reimbursable expenses.

If this proposal meets with your approval, please acknowledge this approval with an authorized signature below and return one of the enclosed copies to us.

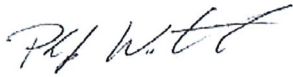


August 7, 2019

Page 3 of 3

We deeply appreciate your confidence in Spicer Group, and we look forward to working with you and for you on your project.

Sincerely,



**Phil Westmoreland**

Senior Project Manager

**SPICER GROUP, INC.**

125 Helle Blvd, Suite 2

Dundee, MI 48131

Phone: (734) 823-3308

Cell: (517) 375-9449

mailto: [philaw@spicergroup.com](mailto:philaw@spicergroup.com)

Cc: SGI File 127132PR2019

\_\_\_\_\_  
Above proposal accepted and approved by Owner.

**YPSILANTI CHARTER TOWNSHIP**

By:   
Brenda Stumbo, Supervisor

Date: August 21, 2019

By:   
Karen Lovejoy Roe, Clerk

Date: August 21, 2019

**PUBLIC DEFENDER SERVICES CONTRACT**

THIS AGREEMENT is made this 21 day of August, by and between the **COUNTY OF WASHTENAW**, a municipal corporation, with offices located in the County Administration Building, 220 N. Main Street, Ann Arbor, Michigan 48107, hereinafter identified as the "**COUNTY**"; and the **CHARTER TOWNSHIP OF YPSILANTI**, with offices located at 7200 S. Huron River Dr. Ypsilanti, MI 48197, hereinafter identified as "**TOWNSHIP**"

WITNESSETH:

WHEREAS, the parties desire to enter into a contract for the purposes of providing public defense services in compliance with MIDC standards and as identified in the plan and grant application accepted and approved by the MIDC on April 20, 2018, and to set forth the terms, conditions, and obligations of the parties.

NOW THEREFORE, in consideration of mutual promises and covenants hereinafter set forth, it is mutually agreed as follows:

1. That the **COUNTY** will provide indigent public defense service to the **TOWNSHIP** as described by the Michigan Indigent Defense Commission hereinafter identified as "**MIDC**" through the approved April 20, 2018 Washtenaw County Compliance plan. Specifically, the public defense services will address MIDC standards 1-4. Which are: Training, Attorneys at First Appearance, Investigators and Experts and Initial Interviews. See attached the approved Washtenaw County MIDC Compliance plan and MIDC Standards 1-4.
2. The terms of this Agreement will consist of the **COUNTY** providing public defense services for all indigent and partially indigent defendants in the 14B District Court located in Ypsilanti Township beginning ten (10) days after the **TOWNSHIP** and **COUNTY** both approve and sign this agreement and ending on September 30, 2019.
3. That the County as stated in the Compliance Plan will be responsible for the administration of the **MIDC** Grant
4. That the **TOWNSHIP** shall collaborate with and act in conformance with the **COUNTY** in submitting and complying with the standards, conditions, requirements and statutes promulgated by the Michigan Indigent Defense Commission hereinafter identified as "**MIDC**" specifically Standards 1-4. The collaboration and oversight of compliance with these standards for the **TOWNSHIP** will be performed by the 14B District Court Administrator or designee of the 14B District Court Chief Judge
5. The **TOWNSHIP** will contribute their FY2019 certified local share to the County Indigent Defense Fund and the **TOWNSHIP** shall be reimbursed for any funds out of their local share used to provide indigent defense services prior to the signing of this contract from October 1, 2018 to ten (10) days after the **TOWNSHIP** and **COUNTY** approves and signs this agreement.
6. Within ten (10) after both parties sign the Agreement, the **COUNTY** will be responsible for providing public defense service to all indigent criminal defendants that appear in the 14B District Court with new criminal matters and matters that are in bench warrant status.
7. For one hundred twenty (120) days after the start of the agreement, the **TOWNSHIP** will continue to provide public defense services for all indigent criminal defendants with post-arraignment matters before the court, except those matters in bench warrant status, through the assigned attorney process. Attorney Mark Hamilton will be the assigned attorney for the Township for these current matters unless he is unable to do so due to a conflict of interest or other disqualifying matter.


8. As of ten (10) days after both the parties sign the agreement, the 14B District Court Judge and/or Magistrate shall be responsible for assigning attorneys to cases where the County Public Defender has determined there to be a conflict of interests. The COUNTY will be responsible for payment to the assigned attorney once the 14B District Court Judge and/or Magistrate verifies that the services has been provided in accordance with the MDC standards.
9. This contract may be extended by a Letter of Agreement signed by both parties and will be subject to approval by the Ypsilanti Township Board of Trustees and the approval of the Washtenaw County Board of Commissioners. The Letter of Agreement will also subject to additional MDC standards, if any, which have been approved at the time of the contract extension including modification of local share.
10. As part of the MDC Compliance plan the TOWNSHIP will be provided funding to provide confidential office space for the Washtenaw County Office of the Public Defender including furniture, phone service and cost of renovation to be reimbursed by grant funds. The renovation of the space will be coordination between the Township's Chief Building Official and the Washtenaw County Facilities Manager. All work will be subject to TOWNSHIP approval and all parties will carry appropriate insurance.
11. The parties shall be obligated to contribute only their MDC certified local share toward the expense for said services under this Agreement, as stated in the MDC Compliance Plan and the MDC statute.
12. In the performance of this Agreement, all parties agree not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, except as a bona fide occupational qualification, because of race, sex, sexual preference, color, religion, national origin, ancestry, handicap, age, marital status, height, weight, or other criteria made illegal by State, Federal or local law. Breach of this covenant may be regarded as material breach of contract.
13. In the performance of this Agreement, all parties agree to abide by the approved MDC Standards (1-4) and MDC approved compliance plan for Washtenaw County. Breach of this covenant may be regarded as material breach of contract.
14. This contract may be terminated without cause by any of the parties hereto upon sixty (60) calendar days written notice to all the other parties to this contract. At the time of the said notice the COUNTY will continue representation of the cases for the 60 days in which the COUNTY Public Defender's appearance has been entered and the TOWNSHIP will begin representation on all new matters. If the MDC Grant does not provided funding for the COUNTY'S representation during the sixty (60) day termination period the TOWNSHIP will reimburse the County for the Services provided.
15. This Agreement represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations, or Agreements between the parties either oral or written. This Agreement may only be amended by written instrument, signed by all of the parties hereto.
16. The parties understand and agree that the COUNTY'S Chief Public Defender and the Assistant Public Defenders, staff or interns shall not be, nor be deemed to be, employees or agents of the TOWNSHIP for any purpose whatsoever.
17. This contract is governed by the laws of the State of Michigan.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written:

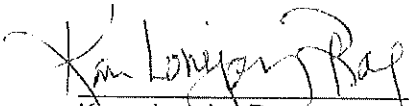
ATTESTED TO:

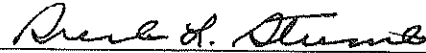
Revenue # \_\_\_\_\_

WASHTENAW COUNTY

  
Lawrence Kestenbaum  
Washtenaw County Clerk/Register  
08/23/2019  
Date


  
ADMINISTRATOR - PROXY SIGNED BY DIANE HEINT  
Gregory Dill  
Washtenaw County Administrator  
08/23/2019  
Date

  
Karen Lovejoy Roe  
Ypsilanti Township Clerk  
August 21, 2019  
Date

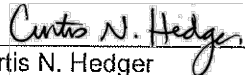
  
Brenda L. Stumbo  
Ypsilanti Township Supervisor  
August 21, 2019  
Date

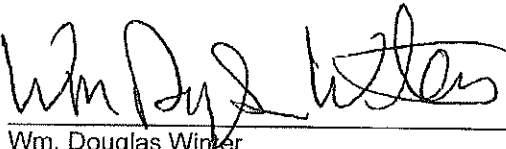
APPROVED AS TO CONTENT:

  
Delphia Simpson  
Washtenaw County Chief Public Defender  
8-22-2019  
Date

  
Magistrate Mark Nelson  
14B District Court Administrator  
8-21-19  
Date

APPROVED AS TO FORM BY:

  
Curtis N. Hedger  
Washtenaw County Clerk/Register  
08/22/2019  
Date  
CURTIS N. HEDGER  
CORPORATION COUNSEL

  
Wm. Douglas Winter  
Ypsilanti Township Attorney  
8-21-19  
Date

## LOCAL SHARE CALCULATION

The Local Share is defined as an indigent criminal defense system's average annual direct expenditures for adult criminal defense services for three fiscal years preceding the creation of the MIDC Act (effective July 1, 2013). Collections or reimbursements made to the system for partially indigent defendants are applied to the calculation.

Expenditures to be included in the calculation:

- Payments to criminal defense attorneys (contracts, public defenders, appointed systems, hybrid systems) for providing indigent adult criminal defense services including services for expedited docket programs, criminal contempt, juveniles waived into adult court, appeals from district to circuit court or eligible interlocutory appeals to the Court of Appeals
- Payments to experts and investigators
- Other expenses including attorney supplies, travel, or training

Services not included as expenditures:

- Post-sentencing appeals
- Probate, Juvenile Delinquency, Abuse and Neglect cases
- Civil Contempt
- Counsel at lineup (before charges are filed)

Reimbursements:

- Fees paid by or on behalf of a defendant for indigent criminal defense services including payments by the Michigan Department of Corrections and grant payments that include indigent defense services as eligible grant expenditures (i.e. expedited docket programs)

If the actual expenses and reimbursements cannot be calculated as exact, identify that you are providing estimates and discuss the methodology for determining the estimated local share.

FISCAL YEAR	TOTAL EXPENSES	REIMBURSEMENTS	NET EXPENSES
2010	\$36,900		\$36,900
2011	\$36,900		\$36,900
2012	\$39,464.69		\$39,464.69
Average of Three Fiscal Years	\$37,754.69		\$37,754.69

*Certification: I certify to the best of my knowledge and belief that the calculation of the local share is correct and complete and that all fiscal details included are direct indigent defense system expenditures and reimbursements in the given fiscal years.*

Authorizing Official Name

Mark Nelson

(Printed)

(Signature)

Title Court Administrator

Date 5-27-2014

**WORK ORDER**

JULY 29, 2019

Project Information	
AKT PEERLESS PROJECT NUMBER:	14118f
AKT PEERLESS PROPOSAL NUMBER:	PF-24857
PROJECT ADDRESS:	1150 Midway Road, Ypsilanti, MI
Description of Activity	
Impacted soil exceeding the EGLE Residential Direct Contact (DC) Criteria was identified at one boring location during the subsurface investigation. This work order covers the removal of soil in the area of that boring, transport to a Type II landfill, verification sampling and backfill with clean Class II sand upon favorable results from the verification sampling data. AKT will oversee the on-site activities and prepare a summary report. It is assumed the approximately 50-60 square feet of concrete that will need to be removed to complete the excavation can stay on-site with the remaining slab. The cost variance represents an estimate of 80 to 120 tons of soil for removal. Should visual observations of soil differing from that of the impacted soil be identified closer to the impact boring, less soil will be removed in hopes the differing soil will not exhibit impact.	
Category	Cost
Project Management (including coordination with landfill)	\$880
Oversight of excavation, verification sampling activities	\$1,470
Subcontractor cost to excavate, transport soil to a Type II landfill, and backfill (at a later date) with clean Class II sand (compacted with excavator equipment)	\$8,760 - \$12,120
Laboratory fees (up to 6 samples for PNA analysis with a 48 hour rushed turnaround time)	\$905
Oversight of backfill activities including photographs	\$790
Summary report	\$960
Field expenses including AKT mileage	\$325
<b>Work Order Total</b>	<b>\$14,090 – 17,450*</b>

\* Should unexpected conditions be found at the site during the excavation activities, additional work may be required. No additional work will be completed without authorization by the Client.

AKT Peerless will conduct this work in accordance with Terms and Conditions previously agreed upon for this project.

This work order proposal was submitted by:



Mary C. Hoeh, CHMM  
AKT Peerless  
Senior Project Manager – Group Leader

This proposal accepted by:

  
  
Brenda Stumbo  
Ypsilanti Township

DATE:

August 21, 2019

# CHARTER TOWNSHIP OF YPSILANTI

## RESOLUTION NO. 2019-33

### 2019 CONNECTING COMMUNITIES INITIATIVE

**WHEREAS**, the Washtenaw County Parks and Recreation Commission has a "Connecting Communities" Initiative; and

**WHEREAS**, this initiative allows communities in Washtenaw County to receive grant funds for local trail projects to connect communities; and

**WHEREAS**, Ypsilanti Township has an opportunity to invest \$100,000 in engineering design and construction costs to receive an estimated \$210,000 for the construction of a pathway on Huron Street, from S. Huron River Dr. to Joe Hall Dr. through this grant process; and

**WHEREAS**, there is a continual need to enhance our bike path trail system and provide connections to the Ford Lake/Hydro Park Trails, the Iron Belle Trail System, the City of Ypsilanti and Van Buren Township and safe pedestrian access to key employment centers; and

**WHEREAS**, applications are due by September 15, 2019 for the 2020 construction year and the award will be made before the end of 2020; and

**WHEREAS**, there are collaborative efforts under way with MDOT, the City of Ypsilanti, Ypsilanti Township and Washtenaw County Parks and Recreation to create a pathway connection between the City and Township over the I-94 overpass to provide safe access to numerous recreation activities along the Huron River and Ford Lake in both communities and the Huron St. pathway is necessary to develop the connections; and

**WHEREAS**, the anticipated cost to the Township would not exceed \$100,000; and

**WHEREAS**, plans are underway to budget the \$100,000 funds in the 2020 Budget;

**NOW THEREFORE BE IT RESOLVED** that the Charter Township of Ypsilanti Board of Trustees approves this expenditure for engineering and construction not to exceed \$100,000 and authorizes signing of the application and any necessary contracts and submittal of the application by the Township for the Connecting Communities Initiative Grant.

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. 2019-33 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on August 20, 2019.



Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

MEMORANDUM OF UNDERSTANDING BETWEEN  
THE ANN ARBOR TOWNSHIP FIRE DEPARTMENT AND ITS REGIONAL  
PARTICIPATING PARTNERS

2018 ASSISTANCE FOR FIREFIGHTERS GRANT PROGRAM

TURNOUT GEAR

**PREAMBLE**

This Memorandum of Understanding ("MOU") is entered into between the Ann Arbor Township Fire Department (hereafter "Hosting Organization") and by and among each municipal and township that executes this MOU and adopts its terms and conditions, in view of the following:

Whereas, the Hosting Organization has agreed and will be responsible for submission of the Regional Application to the 2018 Assistance for Firefighters Grant Program, in its own name on behalf of itself and the other regional participating partners who have executed this MOU on behalf of their respective government entities, for the acquisition of Turnout Gear;

Whereas, if awarded the grant the Hosting Organization has agreed to perform all programmatic and financial responsibilities as grant recipient and accept the awarded equipment and share it with its Regional Participating Partners in accordance with the terms of the grant;

Whereas, each Regional Participating Partner, as evidenced by their execution of this MOU agrees to accept the terms under which facilitation of their use of the training and equipment as may be specified by the grant award and/or this MOU.

**TERMS**

**I. Purpose**

The purpose of this MOU is to establish a cooperative agreement between the Ann Arbor Township Fire Department, the programmatic and financial administrator (host) for the Ann Arbor Township Fire Department and its Regional Participating Partners, (hereinafter the "Regional Participating Partners") to secure a 2018 Assistance to Firefighters Grant and to provide Turnout Gear for the region's safety services. This purchase will help protect the health and safety of the public and safety service personnel through obtaining equipment on a regional basis allowing for increased efficiencies in response and support by and among local jurisdictions.

The Township and the Regional Participating Partners accept and agree to abide by the terms and conditions of the grant, including but not limited to those specifically enumerated in this MOU. All parties agree that Federal funds under this award will be used to supplement, but not supplant, State or local funds for first responder preparedness.



## **II. Definitions**

*Authorized Representative:* The fire chief of a participating governmental entity, or his/her designee, who has authorization to execute this MOU.

*Equipment:* Turnout Gear

*Host Organization:* Ann Arbor Township Fire Department

*Regional Participating Partners:* Any government entity that executes this MOU.

## **III. Background to the Assistance Firefighters Grant Project**

### **Purpose and Objective:**

The purpose of the AFG Program is to enhance, through direct financial assistance, the health and safety of the public and firefighting personnel and to provide a continuum of support for emergency responders regarding fire, medical, and all-hazard events.

The objective of the FY 2018 AFG Program is to award grants directly to fire departments, nonaffiliated EMS organizations, and SFTAs for critically needed resources to protect the public, train emergency personnel, foster interoperability, and support community resilience.

Eligible activities requested that have an immediate impact on the safety of emergency responders, other personnel, or the public may receive additional consideration during the application review process.

FY 2018 AFG Programs play an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. Delivering core capabilities requires the combined effort of the whole community, rather than the exclusive effort of any single organization or level of government.

### **Problem Statement:**

In Washtenaw, Wayne, and Lenawee Counties, the Ann Arbor Township Fire Department and the said Regional Participating Partners lack the appropriate Turnout Gear to provide better firefighter safety on fire scenes.

The AFG-Funding Opportunity Announcement reflects the Center for Domestic Planning's recommendations for program priorities designed to address:

1. *Protecting the public and first responder safety* - providing the Equipment would be the first step in implementing common Turnout Gear among Regional Participating Partners providing safety service personnel enhanced fire responder safety.
2. *Enhancing capabilities and resilience (local, regional, and national)* – provides/enhances the opportunity to build long-term interagency relationships through better understanding of each local partner's Turnout Gear.
3. *Enhancing National Capabilities* -grant funding will assist in moving the Authority and the Regional Participating Partners closer in meeting one of the national priorities under the National Preparedness Goal by strengthening common capabilities.

4. *Risk* - Risk Based Prioritization -grant funding will assist in moving the Authority and the Regional Participating Partners closer to common equipment amongst all Regional Participating Partners. The Ann Arbor Township Fire Department and the Regional Participating Partners will build and/or leverage on existing resources to strategically invest in enhancing future interpretational capabilities and working relationships.

5. *Interoperability* - Grant funding will allow the Authority and the Regional Participating Partners to develop short and long term goals, activities and a continuing training program to continue to enhance regional interoperability, consistent, in concert, and/or in parallel with Mutual Aid programs.

#### **IV. Responsibilities of the Ann Arbor Township Fire Department**

As the Hosting Organization for the 2018 Assistance Firefighters Grant, the Authority will:

- a. Oversee the grant application, implementation and coordination with the grantor.
- b. Manage grant activities including, but not limited to, project and fiscal reports for the grantor.
- c. Procuring the Training and/or Equipment after receiving input from the Regional Participating Partners.
- d. Act as the fiscal agent for the grant including:
  1. Invoicing the Regional Participating Partners for their share of the 10% matching grant cost (if applicable) of Equipment based on the count of each department's personnel or requested equipment number at time of Training and/or Equipment purchase.
  2. Arranging payment to vendors.
  3. Preparing program and fiscal reports required by the grantor.
  4. Auditing and tracking grant funds and deliverables as required by the grantor.
  5. Coordinate procurement of the Equipment through a competitive bidding process in compliance with the Ann Arbor Township Fire Department's Purchasing Policy.
- e. Coordinate communications with the Regional Participating Partners throughout the grant term.

#### **IV. Responsibilities of the Regional Participating Partners**

Each of the Regional Participating Partners will:

- a. Provide funding share of the 10% matching grant cost of Equipment based on the department's personnel number at time of Equipment and Training Purchase. The share of cost shall be paid upon receipt of invoice from the Authority, in advance of Equipment procurement.
- b. Participate and train its employees on the Equipment which will be documented.
- c. Provide the following assigned liaison(s):
  1. Primary Contact who is responsible for: the Regional Partner's point of contact.
  2. Training Contact who is responsible to oversee the Regional Partner's training
  3. Fiscal Contact: responsible for accounting, fiscal reporting and payment.
- d. Promptly provide any additional documentation to the Authority as requested that may be necessary in connection with the grant.
- e. Be responsible for their received equipment maintenance as needed

## **VI. Local/Regional Mutual Aid or Reciprocal Aid Compacts and Agreements**

Nothing in this MOU, including participation in or requests for assistance by any eligible Regional Participating Partner shall preclude, abrogate or supersede the fulfillment of the terms of any local or regional mutual aid or reciprocal aid compacts and agreements and the duty of the Hosting Organization to provide equipment and other available resources during a threat or actual occurrence of any emergency, disaster or serious threat to public health and safety.

## **VII. Arbitration of Disputes**

Any controversy or claim arising out of or relating to this MOU, or the breach thereof by the parties, shall be resolved in the following manner:

- a. The party asserting noncompliance shall serve written notice to the other party or parties. The notice shall identify the specific provision alleged to have been violated and shall specify the factual and legal basis for the alleged noncompliance.
- b. In the event the controversy or claim is not resolved to the satisfaction of both parties within 90 days after service of the notice set forth in subsection a above, either party may request that controversy or claim be resolved through mediation or any other available legal proceedings.
- c. Nothing herein shall be construed to waive, limit or restrict any defense that is otherwise available to either party.

## **VIII. Indemnification**

- a. All liability and/or loss or damage as a result of claims, demands, costs, or judgments arising out of activities that are the responsibility of the Ann Arbor Township Fire Department pursuant to the terms of this MOU shall be the responsibility of the Ann Arbor Township Fire Department if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Ann Arbor Township Fire Department or its employees either directly or indirectly, provided that nothing herein shall be construed as a waiver of any governmental immunity available to the government body or unit of government or its employees by common law, statute, or court decision.
- a. All liability and/or loss or damage as a result of claims, demands, costs, or judgments arising out of activities that are the responsibility of a Regional Participating Partner, or its employees shall be the responsibility of the Regional Participating Partner if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Regional Participating Partner or its employees either directly or indirectly, provided that nothing herein shall be construed as a waiver of any governmental immunity available to the Regional Participating Partner, or the employees of any of them as provided by common law, statute, or court decision.

## **IX. Insurance**

Each party to this MOU shall bear the risk of its own actions as it would with normal, day-to-day operations and determine for itself what kinds and amounts of insurance it should carry.

## **X. Termination of the MOU**

- a. This MOU shall terminate when all AFG Program obligations are completed and/or expired.
- b. A Regional Participating Partner may terminate its participation in this MOU any time prior to the Regional Participating Partners purchasing the Training and/or Equipment and with 30 days' written notice to the Authority's Project Lead.

## **XI. Points of Contact**

The Ann Arbor Township Fire Department will designate a Primary Lead, as well as identify Points of Contact for Training, Fiscal, and Documentation responsibilities. The Regional Participating Partners will designate a Primary Point of Contact, as well as identify Points of Contact for Training and Fiscal responsibilities. Points of Contact are set forth in the attached Exhibit A.

## **XII. Notice**

Notice of termination or withdrawal from this MOU shall be made in writing and shall be served personally or by registered mail upon the Ann Arbor Township Fire Department's Project Lead. Termination or withdrawal shall not be effective until 30 days after the Ann Arbor Township Fire Department has received written notice. The termination or withdrawal from the MOU shall apply only to the Regional Participating Partner that has tendered the required notice; this MOU shall otherwise remain in full force and effect until all AFG Program obligations are completed and/or expired.

## **XIII. Choice of Law; Severability**

This MOU will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction. Whenever possible, each provision of this MOU will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this MOU or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this MOU or the application of the provision to other parties and circumstances.

## **XIV. Authority to Enter into *MOU*; Execution by Counterpart**

The persons executing this MOU on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this MOU on behalf of the entity for which they sign.

This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

## **XV. Extent of Agreement; Amendments**

This MOU, together with any affixed exhibits or other documentation, constitutes the entire understanding between the Hosting Organization and the Regional Participating Partners with respect to the subject matter of the MOU and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. No party has relied on any prior representations, of any kind or nature, in entering into this MOU. This MOU may be amended by written agreement by all parties if approved in accordance with grant contract terms and conditions. Notice of any amendments or revisions of the MOU must be made in writing to all parties by the requesting entity. Amendments shall only take effect upon acceptance and execution of an amended instrument by all parties.

Ann Arbor Township Fire Department  
**(Regional Participating Partner)**

\_\_\_\_\_  
Michael Moran, Township Supervisor

Date: \_\_\_\_\_

\_\_\_\_\_  
Mark Nicholai, Fire Chief

Date: \_\_\_\_\_

**EIN: 38-6008278**

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A  
REGIONAL PARTICIPATION PARTNER

BY CHELSEA AREA FIRE DEPARTMENT

Chelsea Area Fire Department, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Clinton Fire Department.

**Chelsea Area Fire Department**  
**(Regional Participating Partner)**

\_\_\_\_\_ **Date:** \_\_\_\_\_

**Rob Arbini, Fire Chief**

**EIN: 38-3479379**

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A  
REGIONAL PARTICIPATION PARTNER

BY MANCHESTER TOWNSHIP FIRE DEPARTMENT

Manchester Township Fire Department, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Manchester Township Fire Department.

**Manchester Township**  
**(Regional Participating Partner)**

\_\_\_\_\_ **Date:** \_\_\_\_\_

**Bill Scully, Fire Chief**

**EIN: 38-1867002**

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A  
REGIONAL PARTICIPATION PARTNER

BY MILAN AREA FIRE DEPARTMENT

Milan Area Fire Department, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Milan Area Fire Department.

**Milan Area Fire Department**  
**(Regional Participating Partner)**

\_\_\_\_\_ **Date:** \_\_\_\_\_

**Bob Stevens, Fire Chief**

**EIN: 38-2334316**



ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A  
REGIONAL PARTICIPATION PARTNER

BY SUMPTER TOWNSHIP FIRE DEPARTMENT

Sumpter Township Fire Department, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Sumpter Township Fire Department.

**Sumpter Township Fire Department**  
**(Regional Participating Partner)**

\_\_\_\_\_ **Date:** \_\_\_\_\_

**Joseph Januszyk, Fire Chief**

**EIN:**

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A  
REGIONAL PARTICIPATION PARTNER

BY VAN BUREN TOWNSHIP FIRE DEPARTMENT

Van Buren Township Fire Department, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Van Buren Township Fire Department.

**Van Buren Township Fire Department**  
**(Regional Participating Partner)**

\_\_\_\_\_ **Date:** \_\_\_\_\_

**Amy Brow, Fire Chief**

**EIN: 38-6007135**

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A  
REGIONAL PARTICIPATION PARTNER

BY YPSILANTI CITY FIRE DEPARTMENT

Ypsilanti City Fire Department, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Ypsilanti City Fire Department.

**Ypsilanti City Fire Department**  
**(Regional Participating Partner)**

\_\_\_\_\_ **Date:** \_\_\_\_\_

**Stephen K Hobbs, Fire Chief**

**EIN: 38-600475**

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A  
REGIONAL PARTICIPATION PARTNER

BY YPSILANTI TOWNSHIP FIRE DEPARTMENT

Ypsilanti Township Fire Department, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Ypsilanti Township Fire Department.

**Ypsilanti Township Fire Department**  
**(Regional Participating Partner)**

\_\_\_\_\_  
Date: \_\_\_\_\_

**Eric Copeland, Fire Chief**

**EIN: 38-6007433**

Brenda L. Stumbo  
Brenda L. Stumbo  
Supervisor  
Aug. 21, 2019

Karen Loughey Roe  
Karen Loughey Roe  
Clerk  
Aug. 21, 2019

## 2018 Regional Grant MOU for Turnout Gear

### Exhibit A

#### Points of Contact

Agency	Title	Name	Phone Number	Email
Ann Arbor Township Fire	Primary			
	Fiscal			
	Training			
Chelsea Area Fire	Primary			
	Fiscal			
	Training			
Manchester Township Fire	Primary			
	Fiscal			
	Training			
Milan Area Fire	Primary			
	Fiscal			
	Training			
Sumpter Township	Primary			
	Fiscal			
	Training			
Van Buren Township	Primary			
	Fiscal			
	Training			
Ypsilanti City Fire	Primary			
	Fiscal			
	Training			
Ypsilanti Township Fire	Primary			
	Fiscal			
	Training			
	Primary			
	Fiscal			
	Training			
	Primary			
	Fiscal			
	Training			
	Primary			
	Fiscal			
	Training			

MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CHELSEA AREA FIRE AUTHORITY AND ITS REGIONAL  
PARTICIPATING PARTNERS

2018 ASSISTANCE FOR FIREFIGHTERS GRANT PROGRAM

Thermal Imaging Cameras

**PREAMBLE**

This Memorandum of Understanding ("MOU") is entered into between the Chelsea Area Fire Authority (hereafter "Hosting Organization") and by and among each municipal and township that executes this MOU and adopts its terms and conditions, in view of the following:

Whereas, the Hosting Organization has agreed and will be responsible for submission of the Regional Application to the 2018 Assistance for Firefighters Grant Program, in its own name on behalf of itself and the other regional participating partners who have executed this MOU on behalf of their respective government entities, for the acquisition of Thermal Imaging Cameras;

Whereas, if awarded the grant the Hosting Organization has agreed to perform all programmatic and financial responsibilities as grant recipient and accept the awarded equipment and share it with its Regional Participating Partners in accordance with the terms of the grant;

Whereas, each Regional Participating Partner, as evidenced by their execution of this MOU agrees to accept the terms under which facilitation of their use of the training and equipment as may be specified by the grant award and/or this MOU.

**TERMS**

**I. Purpose**

The purpose of this MOU is to establish a cooperative agreement between the Chelsea Area Fire Authority, the programmatic and financial administrator (host) for the Chelsea Area Fire Authority and its Regional Participating Partners, (hereinafter the "Regional Participating Partners") to secure a 2018 Assistance to Firefighters Grant and to provide Thermal Imaging Cameras for the region's safety services. This purchase will help protect the health and safety of the public and safety service personnel through obtaining equipment on a regional basis allowing for increased efficiencies in response and support by and among local jurisdictions.

The Chelsea Area Fire Authority and the Regional Participating Partners accept and agree to abide by the terms and conditions of the grant, including but not limited to those specifically enumerated in this MOU. All parties agree that Federal funds under this award will be used to supplement, but not supplant, State or local funds for first responder preparedness.

## **II. Definitions**

*Authorized Representative:* The fire chief of a participating governmental entity, or his/her designee, who has authorization to execute this MOU.

*Equipment:* Thermal Imaging Cameras and appropriate associated accessories

*Host Organization:* Chelsea Area Fire Authority

*Regional Participating Partners:* Any government entity that executes this MOU.

## **III. Background to the Assistance Firefighters Grant Project**

### **Purpose and Objective:**

The purpose of the AFG Program is to enhance, through direct financial assistance, the health and safety of the public and firefighting personnel and to provide a continuum of support for emergency responders regarding fire, medical, and all-hazard events.

The objective of the FY 2018 AFG Program is to award grants directly to fire departments, nonaffiliated EMS organizations, and SFTAs for critically needed resources to protect the public, train emergency personnel, foster interoperability, and support community resilience.

Eligible activities requested that have an immediate impact on the safety of emergency responders, other personnel, or the public may receive additional consideration during the application review process.

FY 2018 AFG Programs play an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. Delivering core capabilities requires the combined effort of the whole community, rather than the exclusive effort of any single organization or level of government.

### **Problem Statement:**

In Washtenaw and Wayne Counties, the Chelsea Area Fire Authority and the said Regional Participating Partners lack the appropriate Thermal Imaging Cameras to provide better firefighter safety on fire scenes.

The AFG-Funding Opportunity Announcement reflects the Center for Domestic Planning's recommendations for program priorities designed to address:

1. *Protecting the public and first responder safety* - providing the Equipment would be the first step in implementing common Thermal Imaging Cameras among Regional Participating Partners providing safety service personnel enhanced fire responder safety.
2. *Enhancing capabilities and resilience (local, regional, and national)* – provides/enhances the opportunity to build long-term interagency relationships through better understanding of each local partner's Thermal Imaging Cameras.
3. *Enhancing National Capabilities* -grant funding will assist in moving the Authority and the Regional Participating Partners closer in meeting one of the national priorities under the National Preparedness Goal by strengthening common capabilities.

4. *Risk* - Risk Based Prioritization -grant funding will assist in moving the Authority and the Regional Participating Partners closer to common equipment amongst all Regional Participating Partners. The Chelsea Area Fire Authority and the Regional Participating Partners will build and/or leverage on existing resources to strategically invest in enhancing future interpretational capabilities and working relationships.

5. *Interoperability* - Grant funding will allow the Authority and the Regional Participating Partners to develop short and long term goals, activities and a continuing training program to continue to enhance regional interoperability, consistent, in concert, and/or in parallel with Mutual Aid programs.

#### **IV. Responsibilities of the Chelsea Area Fire Authority**

As the Hosting Organization for the 2018 Assistance Firefighters Grant, the Authority will:

- a. Oversee the grant application, implementation and coordination with the grantor.
- b. Manage grant activities including, but not limited to, project and fiscal reports for the grantor.
- c. Procuring the Training and/or Equipment after receiving input from the Regional Participating Partners.
- d. Act as the fiscal agent for the grant including:
  1. Invoicing the Regional Participating Partners for their share of the 10% matching grant cost (if applicable) of Equipment based on the count of each department's personnel or requested equipment number at time of Training and/or Equipment purchase.
  2. Arranging payment to vendors.
  3. Preparing program and fiscal reports required by the grantor.
  4. Auditing and tracking grant funds and deliverables as required by the grantor.
  5. Coordinate procurement of the Equipment through a competitive bidding process in compliance with the Chelsea Area Fire Authority's Purchasing Policy.
- e. Coordinate communications with the Regional Participating Partners throughout the grant term.

#### **IV. Responsibilities of the Regional Participating Partners**

Each of the Regional Participating Partners will:

- a. Provide funding share of the 10% matching grant cost of Equipment based on the department's personnel number at time of Equipment and Training Purchase. The share of cost shall be paid upon receipt of invoice from the Authority, in advance of Equipment procurement.
- b. Participate and train its employees on the Equipment which will be documented.
- c. Provide the following assigned liaison(s):
  1. Primary Contact who is responsible for: the Regional Partner's point of contact.
  2. Training Contact who is responsible to oversee the Regional Partner's training
  3. Fiscal Contact: responsible for accounting, fiscal reporting and payment.
- d. Promptly provide any additional documentation to the Authority as requested that may be necessary in connection with the grant.
- e. Be responsible for their received equipment maintenance as needed



## **VI. Local/Regional Mutual Aid or Reciprocal Aid Compacts and Agreements**

Nothing in this MOU, including participation in or requests for assistance by any eligible Regional Participating Partner shall preclude, abrogate or supersede the fulfillment of the terms of any local or regional mutual aid or reciprocal aid compacts and agreements and the duty of the Hosting Organization to provide equipment and other available resources during a threat or actual occurrence of any emergency, disaster or serious threat to public health and safety.

## **VII. Arbitration of Disputes**

Any controversy or claim arising out of or relating to this MOU, or the breach thereof by the parties, shall be resolved in the following manner:

- a. The party asserting noncompliance shall serve written notice to the other party or parties. The notice shall identify the specific provision alleged to have been violated and shall specify the factual and legal basis for the alleged noncompliance.
- b. In the event the controversy or claim is not resolved to the satisfaction of both parties within 90 days after service of the notice set forth in subsection a above, either party may request that controversy or claim be resolved through mediation or any other available legal proceedings.
- c. Nothing herein shall be construed to waive, limit or restrict any defense that is otherwise available to either party.

## **VIII. Indemnification**

- a. All liability and/or loss or damage as a result of claims, demands, costs, or judgments arising out of activities that are the responsibility of the Chelsea Area Fire Authority pursuant to the terms of this MOU shall be the responsibility of the Chelsea Area Fire Authority if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Chelsea Area Fire Authority or its employees either directly or indirectly, provided that nothing herein shall be construed as a waiver of any governmental immunity available to the government body or unit of government or its employees by common law, statute, or court decision.
- a. All liability and/or loss or damage as a result of claims, demands, costs, or judgments arising out of activities that are the responsibility of a Regional Participating Partner, or its employees shall be the responsibility of the Regional Participating Partner if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Regional Participating Partner or its employees either directly or indirectly, provided that nothing herein shall be construed as a waiver of any governmental immunity available to the Regional Participating Partner, or the employees of any of them as provided by common law, statute, or court decision.

## **IX. Insurance**

Each party to this MOU shall bear the risk of its own actions as it would with normal, day-to-day operations and determine for itself what kinds and amounts of insurance it should carry.

## **X. Termination of the MOU**

- a. This MOU shall terminate when all AFG Program obligations are completed and/or expired.
- b. A Regional Participating Partner may terminate its participation in this MOU any time prior to the Regional Participating Partners purchasing the Training and/or Equipment and with 30 days' written notice to the Authority's Project Lead.

## **XI. Notice**

Notice of termination or withdrawal from this MOU shall be made in writing and shall be served personally or by registered mail upon the Chelsea Area Fire Authority's Project Lead. Termination or withdrawal shall not be effective until 30 days after the Chelsea Area Fire Authority has received written notice. The termination or withdrawal from the MOU shall apply only to the Regional Participating Partner that has tendered the required notice; this MOU shall otherwise remain in full force and effect until all AFG Program obligations are completed and/or expired.

## **XII. Choice of Law; Severability**

This MOU will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction. Whenever possible, each provision of this MOU will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this MOU or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this MOU or the application of the provision to other parties and circumstances.

## **XIII. Authority to Enter into MOU; Execution by Counterpart**

The persons executing this MOU on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this MOU on behalf of the entity for which they sign.

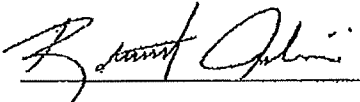
This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A  
REGIONAL PARTICIPATION PARTNER

BY Chelsea Area Fire Authority

Chelsea Area Fire Authority, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of the Chelsea Area Fire Authority.

Chelsea Area Fire Authority  
(Regional Participating Partner)

 Date: 7/18/2019

Robert Arbini, Fire Chief

EIN: 38-3479379

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A  
REGIONAL PARTICIPATION PARTNER

BY AUGUSTA TOWNSHIP FIRE DEPARTMENT

Augusta Township Fire Department, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Augusta Township Fire Department.

**Augusta Township Fire Department**  
**(Regional Participating Partner)**

David Music Date: 7/29/19

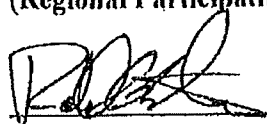
**David Music, Fire Chief**

**EIN: 38-2042062**

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A  
REGIONAL PARTICIPATION PARTNER  
BY MILAN AREA FIRE DEPARTMENT

Milan Area Fire Department, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Milan Area Fire Department.

Milan Area Fire Department  
(Regional Participating Partner)



Date: 7-29-2019

Bob Stevens, Fire Chief

EIN: 38-2334316

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A  
REGIONAL PARTICIPATION PARTNER

BY NORTHFIELD TOWNSHIP FIRE DEPARTMENT

Northfield Township Fire Department, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Northfield Township Fire Department.

**Northfield Township Fire Department**  
**(Regional Participating Partner)**

William E. Wagner Date: 7-29-19

**William Wagner, Fire Chief**

**EIN: 38-1812291**

#### **XIV. Extent of Agreement; Amendments**

This MOU, together with any affixed exhibits or other documentation, constitutes the entire understanding between the Hosting Organization and the Regional Participating Partners with respect to the subject matter of the MOU and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. No party has relied on any prior representations, of any kind or nature, in entering into this MOU. This MOU may be amended by written agreement by all parties if approved in accordance with grant contract terms and conditions. Notice of any amendments or revisions of the MOU must be made in writing to all parties by the requesting entity. Amendments shall only take effect upon acceptance and execution of an amended instrument by all parties.

**Salem Township Fire Department  
(Regional Participating Partner)**

 Date: 29 July 2019  
James C Rachwal, Fire Chief

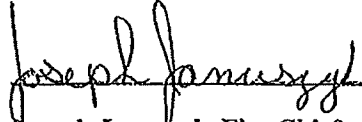
EIN: 38-2145514

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A  
REGIONAL PARTICIPATION PARTNER

BY SUMPTER TOWNSHIP FIRE DEPARTMENT

Sumpter Township, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Sumpter Township.

Fire Department  
(Regional Participating Partner)

 Date: 7.29.2019  
Joseph Januszyk, Fire Chief

EIN: 38 - 602 7458



ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A  
REGIONAL PARTICIPATION PARTNER

BY VAN BUREN TOWNSHIP FIRE DEPARTMENT

Van Buren Township Fire Department, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Van Buren Township Fire Department.

**Van Buren Township Fire Department**  
**(Regional Participating Partner)**

 Date: 7-29-19

**Amy Brow, Fire Chief**

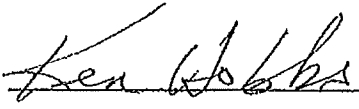
**EIN: 38-6007135**

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A  
REGIONAL PARTICIPATION PARTNER

BY YPSILANTI CITY FIRE DEPARTMENT

Ypsilanti City Fire Department, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Ypsilanti City Fire Department.

Ypsilanti City Fire Department  
(Regional Participating Partner)

 Date: 07/29/19

Ken Hobbs, Fire Chief

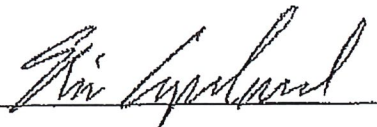
EIN: 38-600475

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A  
REGIONAL PARTICIPATION PARTNER


BY YPSILANTI TOWNSHIP FIRE DEPARTMENT


Ypsilanti Township Fire Department, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Ypsilanti Township Fire Department.

Ypsilanti Township Fire Department  
(Regional Participating Partner)

 Date: 7/29/2019  
Eric Copeland, Fire Chief

EIN: 38-6007433

  
Brenda L. Stumbo  
Supervisor  
Aug. 21, 2019

  
Karen Lacey  
Clerk  
Aug. 21, 2019

# 2018 Regional Grant MOU for Thermal Imaging Cameras

## Exhibit A

### Points of Contact

Agency	Title	Name	Phone Number	Email
CHELSEA AREA FIRE AUTH.	Primary	Rob Arbin	313-719-6570	<a href="mailto:chiefarbin@chelseafire.org">chiefarbin@chelseafire.org</a>
	Fiscal	Rob Arbin	313-719-6570	<a href="mailto:chiefarbin@chelseafire.org">chiefarbin@chelseafire.org</a>
	Training	Chris Smyth	734-649-6213	<a href="mailto:csmyth@chelseafire.org">csmyth@chelseafire.org</a>
AUGUSTA TOWNSHIP FD	Primary			
	Fiscal			
	Training			
MILAN AREA FIRE DEPT.	Primary			
	Fiscal			
	Training			
NORTHFIELD TOWNSHIP FD	Primary			
	Fiscal			
	Training			
SALEN TOWNSHIP FD	Primary			
	Fiscal			
	Training			
SUMPTER TOWNSHIP FD	Primary			
	Fiscal			
	Training			
VAN BUREN FD	Primary			
	Fiscal			
	Training			
YPSILANTI FD	Primary			
	Fiscal			
	Training			
YPSILANTI TOWNSHIP FD	Primary			
	Fiscal			
	Training			
	Primary			
	Fiscal			
	Training			
	Primary			
	Fiscal			
	Training			

MEMORANDUM OF UNDERSTANDING BETWEEN  
THE MILAN AREA FIRE DEPARTMENT AND ITS REGIONAL  
PARTICIPATING PARTNERS

2018 ASSISTANCE FOR FIREFIGHTERS GRANT PROGRAM

Nozzles and Appliances

**PREAMBLE**

This Memorandum of Understanding ("MOU") is entered into between the Milan Area Fire Department (hereafter "Hosting Organization") and by and among each municipal and township that executes this MOU and adopts its terms and conditions, in view of the following:

Whereas, the Hosting Organization has agreed and will be responsible for submission of the Regional Application to the 2018 Assistance for Firefighters Grant Program, in its own name on behalf of itself and the other regional participating partners who have executed this MOU on behalf of their respective government entities, for the acquisition of Nozzles and Appliances;

Whereas, if awarded the grant the Hosting Organization has agreed to perform all programmatic and financial responsibilities as grant recipient and accept the awarded equipment and share it with its Regional Participating Partners in accordance with the terms of the grant;

Whereas, each Regional Participating Partner, as evidenced by their execution of this MOU agrees to accept the terms under which facilitation of their use of the training and equipment as may be specified by the grant award and/or this MOU.

**TERMS**

**I. Purpose**

The purpose of this MOU is to establish a cooperative agreement between the Milan Area Fire Department, the programmatic and financial administrator (host) for the Milan Area Fire Department and its Regional Participating Partners, (hereinafter the "Regional Participating Partners") to secure a 2018 Assistance to Firefighters Grant and to provide Fire Nozzles and Appliances for the region's safety services. This purchase will help protect the health and safety of the public and safety service personnel through obtaining equipment on a regional basis allowing for increased efficiencies in response and support by and among local jurisdictions.

The Milan Area Fire Department and the Regional Participating Partners accept and agree to abide by the terms and conditions of the grant, including but not limited to those specifically enumerated in this MOU. All parties agree that Federal funds under this award will be used to supplement, but not supplant, State or local funds for first responder preparedness.

## **II. Definitions**

*Authorized Representative:* The fire chief of a participating governmental entity, or his/her designee, who has authorization to execute this MOU.

*Equipment:* Fire Nozzles, Appliances and appropriate associated accessories

*Host Organization:* Milan Area Fire Department

*Regional Participating Partners:* Any government entity that executes this MOU.

## **III. Background to the Assistance Firefighters Grant Project**

### **Purpose and Objective:**

The purpose of the AFG Program is to enhance, through direct financial assistance, the health and safety of the public and firefighting personnel and to provide a continuum of support for emergency responders regarding fire, medical, and all-hazard events.

The objective of the FY 2018 AFG Program is to award grants directly to fire departments, nonaffiliated EMS organizations, and SFTAs for critically needed resources to protect the public, train emergency personnel, foster interoperability, and support community resilience.

Eligible activities requested that have an immediate impact on the safety of emergency responders, other personnel, or the public may receive additional consideration during the application review process.

FY 2018 AFG Programs play an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. Delivering core capabilities requires the combined effort of the whole community, rather than the exclusive effort of any single organization or level of government.

### **Problem Statement:**

In Washtenaw and Wayne Counties, the Milan Area Fire Department and the said Regional Participating Partners lack the appropriate Fire Nozzles and Appliances to provide better firefighter safety on fire scenes.

The AFG-Funding Opportunity Announcement reflects the Center for Domestic Planning's recommendations for program priorities designed to address:

1. *Protecting the public and first responder safety* - providing the Equipment would be the first step in implementing common Fire Nozzles and Appliances among Regional Participating Partners providing safety service personnel enhanced fire responder safety.
2. *Enhancing capabilities and resilience (local, regional, and national)* – provides/enhances the opportunity to build long-term interagency relationships through better understanding of each local partner's Fire Nozzles and Appliances.
3. *Enhancing National Capabilities* -grant funding will assist in moving the Authority and the Regional Participating Partners closer in meeting one of the national priorities under the National Preparedness Goal by strengthening common capabilities.

4. *Risk* - Risk Based Prioritization -grant funding will assist in moving the Authority and the Regional Participating Partners closer to common equipment amongst all Regional Participating Partners. The Milan Area Fire Department and the Regional Participating Partners will build and/or leverage on existing resources to strategically invest in enhancing future interpretational capabilities and working relationships.

5. *Interoperability* - Grant funding will allow the Authority and the Regional Participating Partners to develop short and long term goals, activities and a continuing training program to continue to enhance regional interoperability, consistent, in concert, and/or in parallel with Mutual Aid programs.

#### **IV. Responsibilities of the Milan Area Fire Department**

As the Hosting Organization for the 2018 Assistance Firefighters Grant, the Authority will:

- a. Oversee the grant application, implementation and coordination with the grantor.
- b. Manage grant activities including, but not limited to, project and fiscal reports for the grantor.
- c. Procuring the Training and/or Equipment after receiving input from the Regional Participating Partners.
- d. Act as the fiscal agent for the grant including:
  1. Invoicing the Regional Participating Partners for their share of the 10% matching grant cost (if applicable) of Equipment based on the count of each department's personnel or requested equipment number at time of Training and/or Equipment purchase.
  2. Arranging payment to vendors.
  3. Preparing program and fiscal reports required by the grantor.
  4. Auditing and tracking grant funds and deliverables as required by the grantor.
  5. Coordinate procurement of the Equipment through a competitive bidding process in compliance with the Milan Area Fire Department's Purchasing Policy.
- e. Coordinate communications with the Regional Participating Partners throughout the grant term.

#### **IV. Responsibilities of the Regional Participating Partners**

Each of the Regional Participating Partners will:

- a. Provide funding share of the 10% matching grant cost of Equipment based on the department's personnel number at time of Equipment and Training Purchase. The share of cost shall be paid upon receipt of invoice from the Authority, in advance of Equipment procurement.
- b. Participate and train its employees on the Equipment which will be documented.
- c. Provide the following assigned liaison(s):
  1. Primary Contact who is responsible for: the Regional Partner's point of contact.
  2. Training Contact who is responsible to oversee the Regional Partner's training
  3. Fiscal Contact: responsible for accounting, fiscal reporting and payment.
- d. Promptly provide any additional documentation to the Authority as requested that may be necessary in connection with the grant.
- e. Be responsible for their received equipment maintenance as needed

## **VI. Local/Regional Mutual Aid or Reciprocal Aid Compacts and Agreements**

Nothing in this MOU, including participation in or requests for assistance by any eligible Regional Participating Partner shall preclude, abrogate or supersede the fulfillment of the terms of any local or regional mutual aid or reciprocal aid compacts and agreements and the duty of the Hosting Organization to provide equipment and other available resources during a threat or actual occurrence of any emergency, disaster or serious threat to public health and safety.

## **VII. Arbitration of Disputes**

Any controversy or claim arising out of or relating to this MOU, or the breach thereof by the parties, shall be resolved in the following manner:

- a. The party asserting noncompliance shall serve written notice to the other party or parties. The notice shall identify the specific provision alleged to have been violated and shall specify the factual and legal basis for the alleged noncompliance.
- b. In the event the controversy or claim is not resolved to the satisfaction of both parties within 90 days after service of the notice set forth in subsection a above, either party may request that controversy or claim be resolved through mediation or any other available legal proceedings.
- c. Nothing herein shall be construed to waive, limit or restrict any defense that is otherwise available to either party.

## **VIII. Indemnification**

- a. All liability and/or loss or damage as a result of claims, demands, costs, or judgments arising out of activities that are the responsibility of the Milan Area Fire Department pursuant to the terms of this MOU shall be the responsibility of the Milan Area Fire Department if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Milan Area Fire Department or its employees either directly or indirectly, provided that nothing herein shall be construed as a waiver of any governmental immunity available to the government body or unit of government or its employees by common law, statute, or court decision.
- a. All liability and/or loss or damage as a result of claims, demands, costs, or judgments arising out of activities that are the responsibility of a Regional Participating Partner, or its employees shall be the responsibility of the Regional Participating Partner if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Regional Participating Partner or its employees either directly or indirectly, provided that nothing herein shall be construed as a waiver of any governmental immunity available to the Regional Participating Partner, or the employees of any of them as provided by common law, statute, or court decision.

## **IX. Insurance**

Each party to this MOU shall bear the risk of its own actions as it would with normal, day-to-day operations and determine for itself what kinds and amounts of insurance it should carry.



## **X. Termination of the MOU**

- a. This MOU shall terminate when all AFG Program obligations are completed and/or expired.
- b. A Regional Participating Partner may terminate its participation in this MOU any time prior to the Regional Participating Partners purchasing the Training and/or Equipment and with 30 days' written notice to the Authority's Project Lead.

## **XI. Notice**

Notice of termination or withdrawal from this MOU shall be made in writing and shall be served personally or by registered mail upon the Milan Area Fire Department's Project Lead. Termination or withdrawal shall not be effective until 30 days after the Milan Area Fire Department has received written notice. The termination or withdrawal from the MOU shall apply only to the Regional Participating Partner that has tendered the required notice; this MOU shall otherwise remain in full force and effect until all AFG Program obligations are completed and/or expired.

## **XII. Choice of Law; Severability**

This MOU will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction. Whenever possible, each provision of this MOU will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this MOU or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this MOU or the application of the provision to other parties and circumstances.

## **XIII. Authority to Enter into *MOU*; Execution by Counterpart**

The persons executing this MOU on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this MOU on behalf of the entity for which they sign.

This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

#### **XIV. Extent of Agreement; Amendments**

This MOU, together with any affixed exhibits or other documentation, constitutes the entire understanding between the Hosting Organization and the Regional Participating Partners with respect to the subject matter of the MOU and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. No party has relied on any prior representations, of any kind or nature, in entering into this MOU. This MOU may be amended by written agreement by all parties if approved in accordance with grant contract terms and conditions. Notice of any amendments or revisions of the MOU must be made in writing to all parties by the requesting entity. Amendments shall only take effect upon acceptance and execution of an amended instrument by all parties.

**Milan Area Fire Department**  
**(Regional Participating Partner)**

\_\_\_\_\_ **Date:** \_\_\_\_\_

**Bob Stevens, Fire Chief**

**EIN: 38-2334316**

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A  
REGIONAL PARTICIPATION PARTNER

BY AUGUSTA TOWNSHIP FIRE DEPARTMENT

Augusta Township Fire Department, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Augusta Township Fire Department.

**Augusta Township Fire Department**  
**(Regional Participating Partner)**

\_\_\_\_\_ **Date:** \_\_\_\_\_

**David Music, Fire Chief**

**EIN: 38-2042062**

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A  
REGIONAL PARTICIPATION PARTNER

BY Chelsea Area Fire Authority

Chelsea Area Fire Authority, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of the Chelsea Area Fire Authority.

**Chelsea Area Fire Authority**  
**(Regional Participating Partner)**

\_\_\_\_\_ Date: \_\_\_\_\_

**Robert Arbini, Fire Chief**

**EIN: 38-3479379**

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A  
REGIONAL PARTICIPATION PARTNER

BY MANCHESTER TOWNSHIP FIRE DEPARTMENT

Manchester Township Fire Department, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Manchester Township Fire Department.

**Manchester Township Fire Department**  
**(Regional Participating Partner)**

\_\_\_\_\_ **Date:** \_\_\_\_\_

**Bill Scully, Fire Chief**

**EIN: 38-1867002**

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A  
REGIONAL PARTICIPATION PARTNER  
BY SALEM TOWNSHIP FIRE DEPARTMENT

Salem Township Fire Department, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of the Salem Township Fire Department

**Salem Township Fire Department**  
**(Regional Participating Partner)**

\_\_\_\_\_ **Date:** \_\_\_\_\_

**Jim Rachwal, Fire Chief**

**EIN: 38-1953330**

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A  
REGIONAL PARTICIPATION PARTNER

BY SUMPTER TOWNSHIP FIRE DEPARTMENT

Sumpter Township Fire Department, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of the Sumpter Township Fire Department

**Sumpter Township Fire Department**  
**(Regional Participating Partner)**

\_\_\_\_\_ **Date:** \_\_\_\_\_

**Joseph Janusyk, Fire Chief**

**EIN: 38-**

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A  
REGIONAL PARTICIPATION PARTNER

BY VAN BUREN TOWNSHIP FIRE DEPARTMENT

Van Buren Township Fire Department, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Van Buren Township Fire Department.

**Van Buren Township Fire Department**  
**(Regional Participating Partner)**

\_\_\_\_\_ **Date:** \_\_\_\_\_

**Amy Brow, Fire Chief**

**EIN: 38-6007135**



ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A  
REGIONAL PARTICIPATION PARTNER

BY YPSILANTI CITY FIRE DEPARTMENT

Ypsilanti City Fire Department, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Ypsilanti City Fire Department.

**Ypsilanti City Fire Department**  
**(Regional Participating Partner)**

\_\_\_\_\_ **Date:** \_\_\_\_\_

**Ken Hobbs, Fire Chief**

**EIN: 38-600475**

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A  
REGIONAL PARTICIPATION PARTNER

BY YPSILANTI TOWNSHIP FIRE DEPARTMENT

Ypsilanti Township Fire Department, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Ypsilanti Township Fire Department.

**Ypsilanti Township Fire Department**  
**(Regional Participating Partner)**

\_\_\_\_\_ **Date:** \_\_\_\_\_

**Eric Copeland, Fire Chief**

**EIN: 38-6007433**

Brenda L. Stumbo  
Brenda L. Stumbo  
Supervisor  
Aug. 21, 2019

Karen Loughey Roe  
Karen Loughey Roe  
Clerk  
Aug. 21, 2019

# 2018 Regional Grant MOU for Fire Nozzles and Appliances

## Exhibit A

### Points of Contact

Agency	Title	Name	Phone Number	Email
MILAN AREA FD	Primary	Bob Stevens	734-439-2843	<a href="mailto:rgstevens@milanareafire.com">rgstevens@milanareafire.com</a>
	Fiscal	Bob Stevens	734-439-2843	<a href="mailto:rgstevens@milanareafire.com">rgstevens@milanareafire.com</a>
	Training	Fred Evans	734-439-2843	<a href="mailto:fevans@milanareafire.com">fevans@milanareafire.com</a>
AUGUSTA TOWNSHIP FD	Primary			
	Fiscal			
	Training			
CHELSEA AREA FD	Primary			
	Fiscal			
	Training			
MANCHESTER TOWNSHIP FD	Primary			
	Fiscal			
	Training			
SALEN TOWNSHIP FD	Primary			
	Fiscal			
	Training			
SUMPTER TOWNSHIP FD	Primary			
	Fiscal			
	Training			
VAN BUREN FD	Primary			
	Fiscal			
	Training			
YPSILANTI FD	Primary			
	Fiscal			
	Training			
YPSILANTI TOWNSHIP FD	Primary			
	Fiscal			
	Training			
	Primary			
	Fiscal			
	Training			
	Primary			
	Fiscal			
	Training			

AGREEMENT TO ASSIGN THE LINCOLN CONSOLIDATED SCHOOL DISTRICT  
CONTRACTUAL DEPUTY TO YPSILANTI TOWNSHIP FOR THE TIME PERIOD  
OF JUNE 26, 2019 THROUGH AUGUST 25, 2019

AGREEMENT is made this 29<sup>th</sup> day of May 2019 by YPSILANTI TOWNSHIP, a Michigan municipal corporation located at 7200 S. Huron River Drive, Ypsilanti, Michigan, ("Township"), the LINCOLN CONSOLIDATED SCHOOL DISTRICT, located at 8970 Whittaker Road, Ypsilanti, Michigan ("School"), the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan ("County") and the WASHTENAW COUNTY SHERIFF'S OFFICE located at 2201 Hogback Road, Ann Arbor, Michigan ("Sheriff")

WHEREAS, the Township and the School currently contract with the County and the Sheriff to provide contractual police services in their respective jurisdictions and;

WHEREAS, the deputy assigned to the School is primarily used during the standard school year of August through early June; and

WHEREAS, Ypsilanti Township and the School have discussed and agreed upon a sharing arrangement, whereby the deputy assigned to the School will work for the Township from June 26, 2019 through August 25, 2019 with the Township being financially responsible for that deputy for the time that he/she works for the Township; and

WHEREAS, the School deputy will be reassigned to the Township and given assignments as agreed upon by the Township and Sheriff, thereby enhancing police services in the Township during the summer months.

WHEREAS, the parties now desire to memorialize this Agreement to writing.

NOW THEREFORE, the parties agree as follows:

ARTICLE I – Assignment of Contractual Deputy

The parties agree that beginning on June 26, 2019 and concluding on August 25, 2019, the contractual deputy assigned to Lincoln Consolidated School District will be reassigned to the Ypsilanti Township. Upon expiration, the deputy will be reassigned back to the Lincoln Consolidated School District.

ARTICLE II - TERM

This contract shall begin on June 26, 2019 and continue through August 25, 2019.

ARTICLE III –PAYMENT FOR REASSIGNED DEPUTY

During the term of this Agreement, the parties agree that the Township shall be responsible to pay the County for the price of the reassigned deputy at the rates established and agreed upon in the police service contract currently in effect between the County, Township and Sheriff, which Agreement is incorporated by reference into this Agreement. Using these rates, the price of the reassigned deputy for the term of this contract shall be \$26,848.54 payable by the Township as follows: June invoice--\$2,200.70; July invoice--\$13,644.34; August invoice--\$11,003.50

ARTICLE IV- CHANGES IN SCOPE OR SCHEDULE OR SERVICES

Changes mutually agreed upon by the parties will be incorporated into this Agreement by written amendments signed by all parties.

ARTICLE V - EXTENT OF CONTRACT

The terms of this document represents the entire agreement between the parties on the reassignment of the School contractual deputy to the Township for the term described in this Agreement and supersedes all prior representations, negotiations or agreements whether written or oral on this matter.

YPSILANTI TOWNSHIP

WASHTENAW COUNTY

By: Brenda Stumbo  
Brenda Stumbo (DATE)  
Supervisor August 21, 2019

By: Gregory Dill 09/09/2019  
Gregory Dill (DATE)  
County Administrator

By: Karen Lovejoy Roe  
Karen Lovejoy Roe (DATE)  
Clerk August 21, 2019

WASHTENAW COUNTY SHERIFF'S OFFICE LINCOLN CONSOLIDATED SCHOOLS

By: Jerry Clayton  
Jerry Clayton  
Sheriff

By: Sean R. McNatt 8/2/2019  
Sean McNatt  
Superintendent

APPROVED AS TO FORM:

ATTESTED TO:

By: Curtis N. Hedger 09/06/2019  
Curtis N. Hedger  
Office of Corporation Counsel  
CORPORATION COUNSEL

By: Lawrence Kestenbaum 09/09/2019  
Lawrence Kestenbaum (DATE)  
County Clerk/Register

AGREEMENT TO ASSIGN THE YPSILANTI COMMUNITY SCHOOL DISTRICT  
CONTRACTUAL DEPUTY TO YPSILANTI TOWNSHIP FOR THE TIME PERIOD  
OF JUNE 16, 2019 THROUGH AUGUST 25, 2019

AGREEMENT is made this 29 May 2019 by YPSILANTI TOWNSHIP, a Michigan municipal corporation located at 7200 S. Huron River Dr, Ypsilanti, Michigan, ("Township"), the YPSILANTI COMMUNITY SCHOOL DISTRICT, located at 1885 Packard Road, Ypsilanti, Michigan ("School"), the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan ("County") and the WASHTENAW COUNTY SHERIFF'S OFFICE located at 2201 Hogback Road, Ann Arbor, Michigan ("Sheriff")

WHEREAS, the Township and the School currently contract with the County and the Sheriff to provide contractual police services in their respective jurisdictions and;

WHEREAS, the deputy assigned to the School is primarily used during the standard school year of August through early June; and

WHEREAS, Ypsilanti Township and the School have discussed and agreed upon a sharing arrangement, whereby the deputy assigned to the School will work for the Township from June 16, 2019 through August 25, 2019 with the Township being financially responsible for that deputy for the time that he/she works for the Township; and

WHEREAS, the School deputy will be reassigned to the Township and given assignments as agreed upon by the Township and Sheriff, thereby enhancing police services in the Township during the summer months.

WHEREAS, the parties now desire to memorialize this Agreement to writing.

NOW THEREFORE, the parties agree as follows:

ARTICLE I – Assignment of Contractual Deputy

The parties agree that beginning on June 16, 2019 and concluding on August 25, 2019, the contractual deputy assigned to Ypsilanti Public School District will be reassigned to the Ypsilanti Township. Upon expiration, the deputy will be reassigned back to the Ypsilanti Public School District.

ARTICLE II - TERM

This contract shall begin on June 16, 2019 and continue through August 25, 2019.

ARTICLE III – PAYMENT FOR REASSIGNED DEPUTY

During the term of this Agreement, the parties agree that the Township shall be responsible to pay the County for the price of the reassigned deputy at the rates established and agreed upon in the police service contract currently in effect between the County, Township and Sheriff, which Agreement is incorporated by reference into this Agreement. Using these rates, the price of the reassigned deputy for the term of this contract shall be \$31,249.94, payable by the Township as follows: June invoice--\$6,602.10; July invoice--\$13,644.34; and August invoice--\$11,003.50

ARTICLE IV- CHANGES IN SCOPE OR SCHEDULE OR SERVICES

Changes mutually agreed upon by the parties will be incorporated into this Agreement by written amendments signed by all parties.

ARTICLE V - EXTENT OF CONTRACT

The terms of this document represents the entire agreement between the parties on the reassignment of the School contractual deputy to the Township for the term described in this Agreement and supersedes all prior representations, negotiations or agreements whether written or oral on this matter.

YPSILANTI TOWNSHIP

WASHTENAW COUNTY

By: Brenda Stumbo  
Brenda Stumbo (DATE)  
Supervisor Aug. 21, 2019

By: Gregory Dill 09/09/2019  
Gregory Dill (DATE)  
County Administrator

By: Karen Lovejoy Roe  
Karen Lovejoy Roe (DATE)  
Clerk Aug. 21, 2019

WASHTENAW COUNTY SHERIFF'S OFFICE

YPSILANTI COMMUNITY SCHOOLS

By: Jerry Clayton  
Jerry Clayton  
Sheriff

By: Alena Zachery Ross 8-12-19  
Alena Zachery Ross (DATE)  
Superintendent

APPROVED AS TO FORM:

ATTESTED TO:

By: Curtis N. Hedger 09/05/2019  
Curtis N. Hedger  
Office of Corporation Counsel  
CORPORATION COUNSEL

By: Lawrence Kestenbaum 09/09/2019  
Lawrence Kestenbaum (DATE)  
County Clerk/Register

**CHARTER TOWNSHIP OF YPSILANTI  
2019 BUDGET AMENDMENT #13 Revised 8/16/19**

**August 20, 2019**

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

**101 - GENERAL OPERATIONS FUND**

**Total Increase      \$6,674.00**

Request to increase budget for a temporary employee to cover during the leave of one of our full time employees in the Clerk's Office.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$6,674.00
		Net Revenues	<u><u>\$6,674.00</u></u>
Expenditures:	Salary - Temporary/Seasonal	101-215-000-707.000	\$6,494.00
	FICA	101-215-000-715.000	\$85.00
	Deferred Compensation	101-215-000-723.000	\$95.00
		Net Expenditures	<u><u>\$6,674.00</u></u>

**212 - BIKE, SIDEWALK, REC, ROADS GENERAL FUND (BSRII)**

**Total Increase      \$17,460.00**

Request to increase budget for the professional services of AKT Peerless to complete excavation of soil removal and transportation to a type II Landfill from the property at the future site of the Skate Park located at 1150 Midway Road. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	212-000-000-699.000	\$17,450.00
		Net Revenues	<u><u>\$17,450.00</u></u>
Expenditures:	Prof Serv - Skate Park	212-212-000-801.300	\$17,460.00
		Net Expenditures	<u><u>\$17,460.00</u></u>

**249 - BUILDING DEPARTMENT FUND**

**Total Increase      \$21,004.00**

Request to increase budget for the purchase of a light duty Dodge Ram pickup truck plus additional for lettering and license. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	249-000-000-699.000	\$21,004.00
		Net Revenues	<u><u>\$21,004.00</u></u>
Expenditures:	Capital Outlay - Vehicles	249-249-000-985-000	\$21,004.00
* Revision Requested by Clerk Roe		Net Expenditures	<u><u>\$21,004.00</u></u>



**CHARTER TOWNSHIP OF YPSILANTI  
2019 BUDGET AMENDMENT #13 Revised 8/16/19**

**August 20, 2019**

<b>266 - LAW ENFORCEMENT FUND</b>	<b>Total Increase</b>	<b><u>\$29,000.00</u></b>
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Request to increase budget for the purchase of a 2019 Ford Explorer plus additional for lettering and license. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	266-000-000-699.000	\$29,000.00
		Net Revenues	<u>\$29,000.00</u>

Expenditures:	Capital Outlay - Vehicles	266-304-000-985.000	\$29,000.00
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* Revision Requested by Clerk Roe		Net Expenditures	<u>\$29,000.00</u>
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<b>584 - GOLF COURSE FUND</b>	<b>Total Increase</b>	<b><u>\$4,634.00</u></b>
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Request to increase budget for insurance reimbursement for damaged meter box.

Revenues:	Insurance Reimbursements	584-000-000-694.004	\$4,634.00
		Net Revenues	<u>\$4,634.00</u>

Expenditures:	Building Maintenance	584-584-000-931.009	\$4,634.00
		Net Expenditures	<u>\$4,634.00</u>

<b>590 - COMPOST FUND</b>	<b>Total Increase</b>	<b><u>\$10,000.00</u></b>
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Request to increase budget for the purchase of fuel to run the trucks and equipment at the Compost site. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	590-000-000-699.000	\$10,000.00
		Net Revenues	<u>\$10,000.00</u>

Expenditures:	Gas & Oil - YCUA	590-590-000-867-200	\$10,000.00
		Net Expenditures	<u>\$10,000.00</u>

**CHARTER TOWNSHIP OF YPSILANTI  
2019 BUDGET AMENDMENT #13 Revised 8/16/19**

**August 20, 2019**

**893 - NUISANCE ABATEMENT FUND**

**Total Increase      \$10,000.00**

Request to increase budget for removal of noxious weeds from properties by our contractor. The owners of the properties will be billed for this service to reimburse the Township. This will be funded by an Appropriation of Prior Year Fund Balance until reimbursement is received or applied to the tax rolls.

Revenues:	Prior Year Fund Balance	893-000-000-699.000	\$10,000.00
		Net Revenues	<u><u>\$10,000.00</u></u>
Expenditures:	Noxious weed enforcement cost	893-893-000-806.003	\$10,000.00
		Net Expenditures	<u><u>\$10,000.00</u></u>

Motion to Amend the 2019 Budget (#13) Revised 8/16/19

Move to increase the General Fund budget by \$6,674 to \$10,695,189 and approve the department line item changes as outlined.

Move to increase the Bike, Sidewalk, Rec, Roads & General Fund (BSRII) by \$17,460 to \$2,186,408 and approve the department line item changes as outlined.

Move to increase the Building Fund budget by \$21,004 to \$910,825 and approve the department line item changes as outlined.

Move to increase the Law Enforcement Fund budget by \$29,000 to \$7,831,624 and approve the department line item changes as outlined.

Move to increase the Golf Course Fund budget by \$4,634 to \$766,290 and approve the department line item changes as outlined.

Move to increase the Compost Fund budget by \$10,000 to \$578,876 and approve the department line item changes as outlined.

Move to increase the Nuisance Abatement Fund budget by \$10,000 to \$40,000 and approve the department line item changes as outlined.