

**CHARTER TOWNSHIP OF YPSILANTI**  
**MINUTES OF THE NOVEMBER 17, 2020 REGULAR BOARD MEETING**

Supervisor Stumbo called the meeting to order at approximately 7:00 p.m. on a Zoom Virtual Board meeting. Supervisor Stumbo stated because this meeting is on Zoom we would not be able to do The Pledge of Allegiance or a moment of silent prayer.

**Members Present:** Supervisor Stumbo, Clerk Lovejoy Roe,  
Treasurer Doe  
Trustees: Stan Eldridge, Heather Jarrell Roe,  
Jimmie Wilson (arrived at 7:30pm)

**Members Absent:** Trustee Ross-Williams

**Legal Counsel:** Wm. Douglas Winters

**PUBLIC HEARING**

**A. RESOLUTION 2020-26, 2021 FISCAL YEAR BUDGET**  
(PUBLIC HEARING SET AT THE OCTOBER 20, 2020 REGULAR MEETING)

Javonna Neel, Accounting Director went over Resolution the 2020-26, 2021 Fiscal Year Budget. She said we increased our taxable values by 3% and the revenues increased by 2.5%. She said they had a heavy rollback of .9972 which she said you will see on the L-4029 that was approved in June 2020. She said a lot of our millages will be ending with our 2020 tax rolls which is our 2021 revenues. Ms. Neel stated that we will have to go out in 2021 to try and get our tax millages back. She said wages and fringes are our biggest expenses. She said the contracts for 14B Court, Teamsters, and AFSCME Unions will all expire on December 31, 2020. She said they did not put wage increases for union positions or non-union positions. Ms. Neel stated that Supervisor Stumbo said she would like to consider future bonuses for managers who have gone above and beyond. She said the fire contract gives a 2.5% increase in wages for 2021. She said the elected officials increases are set by the board and the new board will determine those wages. She said healthcare insurance decreased by .51% and vision increased by 15%. She said our disability, life insurance, and dental stayed the same. She said MERS covers all our general employees that are full time but not fire fighters and she said it increased by 18.9%. Ms. Neel stated we have two different tiers for MERS. She said employees hired up to December 31, 2013 were one tier and we pay a per employee rate on them. She said that has gone up from \$15,500.00 per employee to \$21,375.00 per employee. She said second tier is those employed after January 1, 2014 decreased from 5.16% to 4.27% and she said that is what is paid based on their wages. Ms. Neel stated the Fund ratio decreased to 71%. She said another large expense is the retirement health benefits but it is decreasing since the 2<sup>nd</sup> tiered employees are not eligible for health benefits when they retire. She said State Shared Revenue is one of the largest amounts they get. She said due to the Pandemic it has decreased but she said not as bad as she thought. She said in the General Fund for the Revenues she said they have a projected 2.4% increase. She said for the Appropriations the biggest one would be the debt obligation. She said

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they transfer 50% of the road bond that is paid in the BSR II Fund she said they do half of that. She said they transfer \$315,000.00 which is the principal and interest over to the BSR II which will pay the whole bond debt for the year. Ms. Neel said this year they will be transferring approximately \$348,855.00 to the 14B District Court due to the short fall related to the Pandemic. She said the other expenditure was for the Community Economic Development position that they put back into the budget. She said all the Capital Expenditures over \$7,500.00 will come back to the Board for approval.

**Supervisor Stumbo declared the Public Hearing opened at 7:20PM.**

JoAnn McCollum, Township Resident asked when the appropriations for the road bond debt obligation ends.

Supervisor Stumbo stated it ended in 2022.

Ms. McCollum asked if there would be a millage for waste management for the increase.

Supervisor Stumbo stated that the millage expires at the end of the year and funds the 2021 budget. She said they discussed at the last meeting getting a committee together to go over what is expiring and come up with suggestions.

**Supervisor Stumbo declared the Public Hearing closed at 7:22PM.**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Wilson to Approve Resolution 2020-26, 2021 Fiscal Year Budget (Public Hearing Set at the October 20, 2020 Regular Meeting) (see attached).**

Supervisor Stumbo thanked Debbie Graham and Tammie Keen for their help in preparing the budget. She stated they were both retiring on November 25, 2020.

<b>Doe.....Yes</b>	<b>Lovejoy Roe.....Yes</b>	<b>Jarrell Roe.....Yes</b>
<b>Wilson.....Yes</b>	<b>Eldridge.....Yes</b>	<b>Stumbo.....Yes</b>

**The motion carried unanimously.**

**PUBLIC COMMENTS**

JoAnn McCollum, Township Resident stated she would like the board to adopt a policy on Ethics and a policy on Conflict of Interest. She said she would continue to ask for it with the new board.

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**CONSENT AGENDA**

**A. MINUTES OF THE OCTOBER 6, 2020 WORK SESSION**

(TABLED AT THE OCTOBER 20, 2020 REGULAR MEETING)

A motion was made by Treasurer Doe, supported by Trustee Eldridge to remove the Minutes of the October 6, 2020 Work Session from Table.

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

A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to Approve Minutes of the October 6, 2020 Work session.

The motion carried unanimously.

**B. MINUTES OF THE OCTOBER 20,2020 WORK SESSION AND REGULAR MEETING**

**C. STATEMENTS AND CHECKS**

1. STATEMENTS AND CHECKS FOR NOVEMBER 3, 2020 IN THE AMOUNT OF \$668,311.56

**D. TREASURER’S REPORT OCTOBER 2020**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve the Consent Agenda.

The motion carried unanimously.

**ATTORNEY REPORT**

**A. GENERAL LEGAL UPDATE**

Attorney Winters thanked the Township for choosing his firm as their legal counsel.

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**OLD BUSINESS**

- 1. REQUEST TO APPROVE THE MUNICIPAL SOLID WASTE, RECYCLING AND YARD WASTE AGREEMENT WITH WASTE MANAGEMENT**  
(1<sup>ST</sup> READING HELD AT THE AUGUST 18, 2020 REGULAR MEETING)

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve the Municipal Solid Waste, Recycling and Yard Waste Agreement with Waste Management (1<sup>st</sup> Reading Held at the August 18, 2020 Regular Meeting) (see attached).

The motion carried unanimously.

**NEW BUSINESS**

- 1. RESOLUTION 2020-27, APPROVAL OF THE SRF CONTRACT AND AUTHORIZING NOTICE FOR YCUA WASTEWATER TREATMENT PLANT IMPROVEMENTS SRF BOND SALE (2021 2<sup>ND</sup> QUARTER SRF – PROJECT NO. 5678-01)**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Resolution 2020-27, Approval of the SRF Contract and Authorizing Notice for YCUA Wastewater Treatment Plant Improvements SRF Bond Sale (2021 2<sup>nd</sup> Quarter SRF – Project No. 5678-01)(see attached).

Tom Colis stated this was similar to the improvements that they made in 2019 that benefits both the Township and the City of Ypsilanti. He said this contract will allow YCUA to issue Bonds to help with the improvements to the Wastewater Treatment Plant. He said the current estimate is not to exceed \$6,000,000.00.

Jeff Castro, YCUA Director, explained the loans for this project.

Scott Westover, explained the work that would be done in this project.

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

The motion was carried unanimously.

- 2. REQUEST TO APPROVE CRYSTAL POND MINOR SITE PLAN AMENDMENT**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Request to Approve Crystal Pond Minor Site Plan Amendment.

Jason Iacoangeli, Planning Director, stated that Lombardo Homes are asking for an amendment to their current plan in order to add an additional five feet to the triplex units. He said they were also asking for some minor changes to the



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buildings. He said they are recommending the minor change for these condos which changes the kitchen by 5 feet.

**The motion was carried unanimously.**

**3. REQUEST FOR APPROVAL OF A GRANT FROM THE STATE COURT  
ADMINISTRATIVE OFFICE MICHIGAN DRUG COURT GRANT PROGRAM  
FOR 2020 IN THE AMOUNT OF \$146,000.00 FOR THE 14B COURT'S  
DRUG COURT DOCKET**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve the Grant From the State Court Administrative Office Michigan Drug Court Grant Program for 2020 in the Amount of \$146,000.00 for the 14B Court's Drug Court Docket (see attached).**

Magistrate Nelson stated this is the sixth year for the drug court and we are the only court in the county that has a drug court.

**The motion was carried unanimously.**

**4. REQUEST FOR AUTHORIZATION TO ACCEPT THE CORONAVIRUS  
EMERGENCY SUPPLEMENTAL FUNDING GRANT IN THE AMOUNT OF  
\$22,449.60 AND TO APPROVE THE GRANT AGREEMENT WITH THE  
MICHIGAN STATE POLICE**

**A motion was made by Treasurer Doe, supported by Trustee Eldridge to Approve Request for Authorization to Accept the Coronavirus Emergency Supplemental Funding Grant in the Amount of \$22,449.60 and to Approve the Grant Agreement with the Michigan State Police (see attached).**

Magistrate Nelson stated this is most likely a one-time funding opportunity. He said it will help purchase laptop computers for people who work remotely, upgrades to some of our computer systems to improve efficiencies for defendants coming to the court remotely. He said there's an on line system that defendants can receive text messages or emails reminding them of court dates and payment schedules. He said it would make the parking lot a Wi-Fi hotspot so if people are required to come to court via video and they don't have that service at home they can come here and stay in their car and it won't use their cell phone data.

**The motion carried unanimously.**

**5. REQUEST TO APPROVE ADOPTING THE ANNUAL EXEMPTION OPTION  
AS SET FORTH IN 2011 PUBLIC ACT 152, THE PUBLICLY FUNDED  
HEALTH INSURANCE CONTRIBUTION ACT**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to Approve Adopting the Annual Exemption Option as set Forth in 2011 Public Act 152, the Publicly Funded Health Insurance Contribution Act.**

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The motion carried unanimously.

**6. REQUEST TO APPROVE ADDENDUMS FOR DIVISIONS #81040110 AND #81040112 TO THE MERS DEFINED BENEFIT PLAN ADOPTION AGREEMENT AND AUTHORIZE HUMAN RESOURCES MANAGER KAREN WALLIN TO SIGN AND SUBMIT THE ADDENDUMS**

A motion was made by Trustee Eldridge, supported by Trustee Jarrell Roe to Approve Addendums for Division #81040110 and #81040112 to the MERS Defined Benefit Plan Adoption Agreement and Authorize Human Resources Manager Karen Wallin to Sign and Submit the Addendums.

The motion carried unanimously.

**7. REQUEST TO AUTHORIZE RATE INCREASE FOR 2021 SEASON AT GREEN OAKS GOLF COURSE**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to Approve Request to Authorize Rate Increase for 2021 Season at Green Oaks Golf Course.

Kirk Sherwood, Golf Course Director changed the rates after checking out rates at other area golf courses. He said all the liquor license paperwork has been approved and are waiting for the inspector.

The motion carried unanimously.

**8. REQUEST TO AUTHORIZE THE CONSTRUCTION ADMINISTRATION SERVICES AGREEMENT FOR THE COMMUNITY CENTER FLOORING PROJECT WITH SPICER GROUP IN THE AMOUNT OF \$7,300.00 BUDGETED IN LINE ITEM #212-970-000-976-008**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to Approve the Request to Authorize the Construction Administration Services Agreement for the Community Center Flooring Project with Spicer Group in the Amount of \$7,300.00 Budgeted in Line Item #212-970-000-976-008 (see attached).

Mike Hoffmeister, Residential Services Director stated they received a bid for this project after going out three times. He said we will be reimbursed for Spicer Group services by CDBG funding when it is completed. He said it is scheduled to begin in January 18, 2021.

Trustee Jarrell Roe said she was so excited about this project. She said she thought this would be a huge improvement to our community. She asked if the construction would interrupt anything going on at the community center.

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Mike Hoffmeister stated he would not know what restrictions there would be at the time of installation but has talked with staff and they will work around whatever schedule they have in order to get this project completed.

The motion carried unanimously.

**9. REQUEST TO AUTHORIZE CIRCUIT COURT LITIGATION TO ABATE PUBLIC NUISANCES LOCATED AT 860 TWIN TOWERS STREET AND 1453 EAST MICHIGAN AVENUE BUDGETED IN LINE ITEM #101-950-000-801-023**

A motion was made by Treasurer Doe, supported by Trustee Wilson to Authorize Circuit Court Litigation to Abate Public Nuisances Located at 860 Twin Towers Street and 1453 East Michigan Avenue Budgeted in Line Item #101-950-000-801-023.

Mike Radzik, OCS Director explained the properties in this request.

The motion carried unanimously.

**10. REQUEST TO AUTHORIZE ADDITIONAL MISCELLANEOUS PROFESSIONAL LIABILITY INSURANCE FOR YPSILANTI TOWNSHIP EMPLOYEES AND ELECTED OFFICIALS FOR COVERAGE FOR CLAIMS WITHOUT MONETARY DAMAGES**

A motion was made by Trustee Eldridge, supported by Trustee Wilson to Table.

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

The motion carried unanimously.

**11. REQUEST AUTHORIZATION TO SELL OR AUCTION EXCESS TOWNSHIP VEHICLES**

A motion was made by Trustee Eldridge, supported by Trustee Jarrell Roe to Approve Authorization to Sell or Auction Excess Township Vehicles.

The motion carried unanimously.

**12. REQUEST TO APPROVE A CONTRACT WITH THE WASHTENAW COUNTY WATER RESOURCE COMMISSIONER FOR VERMIN MANAGEMENT SERVICES IN THE AMOUNT OF \$7,500.00 PER MONTH BUDGETED IN LINE ITEM #101-956-000-801-000**

A motion was made by Trustee Eldridge, supported by Trustee Jarrell Roe to Approve Request to Approve a Contract with the Washtenaw County Water Resource Commissioner for Vermin Management Services in the Amount of

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**\$7,500.00 per Month Budgeted in Line Item #101-956-000-801-000 (see attached).**

Supervisor Stumbo stated the vermin are moving through the storm drains and now this service will bait the storm drains to stop the movement.

Trustee Jarrell Roe stated they have heard from residents who have had problems with the vermin. She said she didn't realize the vermin moved through the storm drains and thanked Evan Pratt with helping us eliminate this problem.

**The motion carried unanimously.**

**13. BUDGET AMENDMENT #14**

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Budget Amendment #14 (see attached).**

**The motion carried unanimously.**

**AUTHORIZATION AND BIDS**

**1. REQUEST TO SEEK SEALED BIDS FOR THE RENOVATION OF THE CIVIC CENTER 2<sup>ND</sup> FLOOR BATHROOM**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to Approve Request to Seek Sealed Bids for the Renovation of the Civic Center 2<sup>nd</sup> Floor Bathroom.**

Mike Hoffmeister, Residential Services Director explained the renovation for the 2<sup>nd</sup> floor bathroom at the Civic Center. He said the bathroom is not easily assessable and this renovation will make it ADA compliant. He said they received additional funding that will help with the completion of this project.

**The motion carried unanimously.**

**2. REQUEST TO SEEK PROPOSALS FOR THE PRINTING OF A TOWNSHIP MAGAZINE**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Wilson to Approve Request to Seek Proposals for the Printing of a Township Magazine.**

Mike Hoffmeister stated that the Residential Services staff has put this together with a marketing interest in mind. He said they believe that recreation and golf as well as other township services would be beneficial for residents if they receive this information in a magazine delivered to their home. He said the helpful handbook is a tool that is printed yearly and they would incorporate that into a three or four times a year publication updating information as needed.

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Trustee Eldridge would like this to come back to the board before moving forward.

Supervisor Stumbo stated she had seen other communities publishing similar magazines. She said she was looking forward to seeing what comes next.

**The motion carried unanimously.**

**3. REQUEST TO AWARD THE LOW BID FOR THE FLOORING REPLACEMENT  
AT THE COMMUNITY CENTER IN THE AMOUNT OF \$144,900.00  
BUDGETED IN LINE ITEM #212-970-000-976-008 AND TO AUTHORIZE  
SIGNING OF THE CONTRACT PENDING ATTORNEY APPROVAL**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to  
Approve Request to Award the Low Bid for the Flooring Replacement at the  
Community Center in the Amount of \$144,900.00 Budgeted in Line Item #212-  
970-000-976-008 and to Authorize Signing of the Contract Pending Attorney  
Approval.**

**The motion carried unanimously.**

**BOARD MEMBER UPDATES**

Trustee Eldridge thanked Debbie Graham and Tammie Keen for their service. He said he thanked Trustee Ross-Williams for her time on the Board and also on the Park Commission. He said she is passionate about the township and he said he appreciated that. He thanked Clerk Lovejoy Roe for all her many years of service. He said the township is better off because of the time she spent and the improvements she has made in many areas. He said he has known Larry and his family since he was a little kid. He said Larry was here when he came on board and he said he appreciated everything he has done.

Trustee Wilson stated it was his pleasure in working with Treasurer Doe, Clerk Lovejoy Roe, and Trustee Ross-Williams over the past four years.

Supervisor Stumbo stated that Trustee Ross-Williams sent the following to read into the record.

- In my soon to be former elected role I've enjoyed serving with most of the colleagues on this body never the less there's some issues which deserve highlighting in the hopes that a future body would move forward crafting solutions for the public at large. 1) Is to reform to the Township Election Commission by adoption of election commission policies specifically the setting of election commission policy that align state law then guidelines for full transparency of the body, the chair of the election commission should not be the Clerk. In those future policies as the election commission or committee two additional members provide oversight of the clerk duties as related to elections within our community and one of whom should be the bodys' chair 2) Ypsilanti Township election committee review approval of

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candidates seeking public office, paperwork reviewed by the election committee at a frequency rate determined by the public and the board for the committee reviewing and approving all candidates paperwork seeking public office prior to forwarding the paperwork to the County Clerks' office. This will allow for the proper check and balances necessary to ensure no township resident is impeded in filing for office 3) immediate adoption of a strong conflicts of interest and ethics policy for the Township Board of Trustees and Elected, Appointed Body, a strong ethic and conflict policy for Township Board of Trustees in a municipality this was a goal of hers prior to leaving the board unfortunately actions impeded the process therefore it is imperative that the next body of Ypsilanti Township Board of Trustees review, draft, debate, and adopt strong standard for all elected and appointed officials who serve the people of Ypsilanti Township. Pursued power being all encompassing is a grave error of any official of legislature oversight they should be able to be held accountable to the citizens at large the only way outside of elections are recall this can be done by citizens or by policy which is an ethics and conflict of interest disclosure policy. In closing I do appreciate each township resident who I have been able to serve in my 9 ½ years in the Park Commission and as a Township Trustee. As our Township continues to grow while adopting local measures to mitigate the covid pandemic. Be well, be safe, and accolades to all. Monica Ross-Williams

Clerk Lovejoy Roe stated this glorious ride started over 32 years ago in 1988. She said she was a young mother with a 2 year old and a new 2 month old daughter. She said she was blessed with 5 children who have found their soulmates and so she has 10 children and soon they will have 10 grandbabies with her youngest expecting in April. She said during all of this, all of us have been through the sorrows of losing lost loved ones and for her she said it was her three greatest defenders and supporters, Mom, Father, and older brother. She said many of you have done the same lost your mothers while you were here. She said we have lived a lot together and loved a lot together, and hurt a lot together. She said she has been blessed, she gained more friends than she had lost. She said she had the greatest honor to serve others, our residents in Ypsilanti Township. She said it is a gift and a blessing the service that has been bestowed upon each of us and to those in the future she said she wished them the best. She said to go home each day even if it was to get someone's trash picked up or helped them get through their unemployment or stuff that was out of your statutory duties, to be able to help them every day and to go home knowing that you did that is a gift you take with you every day and it's not measureable. She said she is grateful that God brought two, skilled, professional, amazing women to serve beside her as her Deputy Clerk, Nancy Wrybkowski and Lisa Stanfield and of course my calming, steady Deputy of Elections, who helped Supervisor Stumbo when she was Clerk, Angie Robinson. She said she had the task of teaching a newly elected Clerk about elections and election law which she said she knew nothing about except how to vote. She said she said she would always be grateful for these three women who will be her friends for life. She said she has learned from all the boards and she said she has learned from all of them and from all of you, and she said she was grateful for it. She said we has learned that regardless who sits in these seats it is truly the

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employees who make everything happen as they deliver the services daily to our residents. She said please know that all the work of the employees goes on before you and it speaks for you and we get people who send us messages and emails all the time saying how grateful they are whether it is for Carly or Shawna or someone in Assessing so it's great that our employees do such a great job for all of us and serve our residents. She said she was grateful for being able to work with this amazing team all these years. She said as you know my philosophy is management is too important to leave to management and the Township is always better ran when all of us in leadership recognize employees and she said she thinks she tries to do that and keep them to be a part of the decision making for the best outcome. She said we should always ask ourselves is everyone at that table that will be impacted by our decision. She said she thinks they have tried to do that and she would encourage the next board to do that. She said it serves the organizations, they become better when they listen and include the staff who have so much to offer and they are directly impacted by all of our decisions. She said she wanted to thank those who sacrificed the most over the years, her family. She said she could not have served without the love, respect, and support of her truly patient and wonderful husband which sometimes she said she doesn't know why he's still married to her but Rick Roe you are wonderful she thanked him for everything and said he is her life, she thanked her five beautiful children and their spouses who have given up so much and she said they have always supported her even though she was late and missed dinner. She said they have become passionate adults and have fought for her. She said they hurt when she did and they triumphed when she did and she said they have all been in it together. She said to each of you I love you dearly. She said last but not least is her entire staff, these last years in the Clerks' Office with Janis Riley, Ruby Walker, Angela Robinson, and Lisa Stanfield. She said they have taught her so much but first is the joy that comes when you serve together, you take care of our residents and you do it with Christ in your heart. She said our work together has been nothing short of miraculous that I have a team with Christ at the head of it that has made the work so perfect and easier to take when we have a common goal and purpose and she said that is to take care of each other and to take care of the residents. She said her wish for the Township is to all keep the first commandment To Love One Another and she said if we can all do that then the temptations that take us in other directions will melt away and we can get on with, as several residents shared writing during the election time that we are doing Gods' work of serving others and called us angels. She said I don't believe myself or my staff to be angels but she said it was nice when our residents said the election work was Gods' work and referred to my staff as angels in cards that we received. She said my God Bless Our Country, Our Township and Each of You. She said she thanked everyone for all that they have done over the years and she said she would miss you all.

Treasurer Doe said it would be short since he has always been short. He said about 22 years ago he got a call from Brenda Stumbo asking him if you would like to be an appointed Trustee and he said he thought about it and said yes. He said low and behold it changed to be an appointed Treasurer. He said he thanked the Board of 1998, Jean Hall Currie, Dee Sizemore, Bill Gagnon, Ruth Ann Jamnick, Karen Lovejoy Roe, and Brenda Stumbo for supporting me and allowing me this great opportunity

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to be the Treasurer. He said he wanted to thank the whole community for supporting him through five elections. He said it was a great honor to be here twenty two years. He said in short he has grown to have some great friends, Doug. He said he never knew Doug real well of course we did hang out years before this all happened, shame on us, but just to everybody thank you. He said and especially, just as Karen said, he thanked his wife to put up with him though out all this time. He said it has given him an opportunity to learn so much – Thank You. He thanked the residents and he thanked the Board and said goodnight.

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to Adjourn.**

**Motion carried unanimously.**

**The meeting was adjourned at approximately 8:43PM**

**Respectfully Submitted,**

**Brenda L. Stumbo, Supervisor**  
**Charter Township of Ypsilanti**

**Heather Jarrell Roe, Clerk**  
**Charter Township of Ypsilanti**



## Resolution No. 2020-26

### Charter Township of Ypsilanti 2021 Fiscal Year Budget

**WHEREAS** the Township Supervisor has prepared and submitted to the Township Board the proposed budgets for calendar year 2021; and

**WHEREAS** the Township Board has advertised the tentative millage rates in the Washtenaw Legal News and held the public hearing on November 17, 2020 on the budget and the tentative millage rates pursuant to Section 16 of the Uniform Budgeting Accounting Act (Truth in Budgeting); and

**WHEREAS** the Township Board has reviewed the proposed tax rates and budgets,

**NOW THEREFORE BE IT RESOLVED** that the Charter Township of Ypsilanti Board of Trustees adopts the 2021 Fiscal Year Budget by cost center, as follows:

#### Expenditures:

##### General Fund - Fund 101

101	Township Board	\$	142,467
137	Due Process		417,755
171	Supervisor		296,498
201	Accounting		362,227
202	Independent Auditing		35,500
209	Assessing		454,249
210	Legal Services		250,000
215	Clerk		617,776
227	Human Resources		327,163
247	Board of Review		3,083
253	Treasurer		408,829
265	Building Operations		617,747
266	Computer Support		801,665
267	General Services		165,900
371	Community Development		286,029
400	Planning Commission		8,560
410	Zoning Board of Appeals		3,374
446	Highways and Streets		397,795
728	Economic Development		122,964
774	RSD Park and Grounds		712,106
780	RSD Storm Water Management		28,000
851	Fringes and Insurance		10,050
950	Community Stabilization		970,000
956	Other Functions		799,142
999	Other Financing Uses		737,626
<b>Total General Fund Expenditure by Department:</b>		<b>\$</b>	<b>8,976,505</b>

##### Fire Department - Fund 206

206	Fire Department	\$	4,028,798
220	Civil Service Commission		14,700
852	Pension and Insurance		1,872,010
970	Capital Outlay		500,000
975	Federal Grant Department		-
<b>Total Fire Department Fund by Department</b>		<b>Total:</b>	<b>\$ 6,415,508</b>

##### Parks Commission - Fund 208

**Total:** **\$ 8,822**

##### Bike Path, Sidewalk, Recreation, Roads, Operations - Fund 212

212	BSR II-Operations	\$	779,840
970	Capital Outlay		0
991	Debt Service		630,000
<b>Total BSR II Fund by Department</b>		<b>Total:</b>	<b>\$ 1,409,840</b>

##### Environmental Services - Fund 226

**Total:** **\$ 3,209,489**

##### Recreation - Fund 230

**Total:** **\$ 786,290**

##### 14B Court - Fund 236

**Total:** **\$ 1,708,333**

Housing & Business Inspection - Fund 248	Total:	<u>\$ -</u>
Building Department - Fund 249	Total:	<u>\$ 772,744</u>
Local Development Finance Authority - Fund 250	Total:	<u>\$ 78,572</u>
Hydro Station - Fund 252	Total:	<u>\$ 426,060</u>
Law Enforcement - Fund 266		
301 Sheriff Services		\$ 7,696,543
304 Ordinance		839,538
<b>Total Law Enforcement Fund by Department</b>	<b>Total:</b>	<b><u>\$ 8,536,081</u></b>
Debt 2006 Bond - Fund 398	Total:	<u>\$ 233,410</u>
Golf Course - Fund 584	Total:	<u>\$ 811,700</u>
Compost - Fund 590	Total:	<u>\$ 654,174</u>
Motor Pool - Fund 595	Total:	<u>\$ 277,784</u>
Nuisance Abatement - Fund 893	Total:	<u>\$ 47,027</u>
	<b>Grand Total:</b>	<b><u>\$ 34,352,339</u></b>

**BE IT FURTHER RESOLVED** that the revenues, transfers in and appropriations of prior year fund balances are estimated as follows:

**Revenues:**

Revenues	\$ 8,660,433	
Transfer-in	181,865	
Appropriation of prior year fund balance	134,207	
<b>General Fund - 101</b>	<b>Total:</b>	<b><u>\$ 8,976,505</u></b>
Revenues	\$ 6,897,696	
Transfer-in	-	
Appropriation of prior year fund balance	-	
<b>Fire Department Fund - 206</b>	<b>Total:</b>	<b><u>\$ 6,897,696</u></b>
Revenues	\$ 6,300	
Transfer-in	-	
Appropriation of prior year fund balance	2,522	
<b>Parks Commission Fund - 208</b>	<b>Total:</b>	<b><u>\$ 8,822</u></b>
Revenues	\$ 1,394,583	
Transfer-in	315,000	
Appropriation of prior year fund balance	-	
<b>Bike Path, Sidewalk, Recreation, Roads, Operations - 212</b>	<b>Total:</b>	<b><u>\$ 1,709,583</u></b>
Revenues	\$ 2,970,861	
Transfer-in	-	
Appropriation of prior year fund balance	238,628	
<b>Environmental Services Fund - 226</b>	<b>Total:</b>	<b><u>\$ 3,209,489</u></b>
Revenues	\$ 303,400	
Transfer-in	482,890	
Appropriation of prior year fund balance	-	
<b>Recreation Fund - 230</b>	<b>Total:</b>	<b><u>\$ 786,290</u></b>
Revenues	\$ 1,325,224	
Transfer-in	383,109	
Appropriation of prior year fund balance	-	
<b>14B Court - 236</b>	<b>Total:</b>	<b><u>\$ 1,708,333</u></b>

Revenues	\$	-	
Transfer-in		-	
Appropriation of prior year fund balance		-	
<b>Building Rental Inspection Fund - 248</b>	<b>Total:</b>	<b>\$</b>	<b>-</b>
Revenues	\$	760,000	
Transfer-in		-	
Appropriation of prior year fund balance		12,744	
<b>Building Department Fund - 249</b>	<b>Total:</b>	<b>\$</b>	<b>772,744</b>
Revenues	\$	78,587	
Transfer-in		-	
Appropriation of prior year fund balance		-	
<b>Local Development Finance Authority Fund - 250</b>	<b>Total:</b>	<b>\$</b>	<b>78,587</b>
Revenues	\$	440,000	
Transfer-in		-	
Appropriation of prior year fund balance		-	
<b>Hydro Station Fund - 252</b>	<b>Total:</b>	<b>\$</b>	<b>440,000</b>
Revenues	\$	8,513,806	
Transfer-in		-	
Appropriation of prior year fund balance		22,275	
<b>Law Enforcement Fund- 266</b>	<b>Total:</b>	<b>\$</b>	<b>8,536,081</b>
Revenues	\$	-	
Transfer-in		118,089	
Appropriation of prior year fund balance		115,321	
<b>Debt 2006 Bond Fund - Fund 398</b>	<b>Total:</b>	<b>\$</b>	<b>233,410</b>
Revenues	\$	627,050	
Transfer-in		184,650	
Appropriation of prior year fund balance		-	
<b>Golf Course Fund - 584</b>	<b>Total:</b>	<b>\$</b>	<b>811,700</b>
Revenues	\$	548,450	
Transfer-in		-	
Appropriation of prior year fund balance		105,724	
<b>Compost Site Fund - 590</b>	<b>Total:</b>	<b>\$</b>	<b>654,174</b>
Revenues	\$	239,086	
Transfer-in		-	
Appropriation of prior year fund balance		38,698	
<b>Motorpool Fund - 595</b>	<b>Total:</b>	<b>\$</b>	<b>277,784</b>
Revenues	\$	24,800	
Transfer-in		-	
Appropriation of prior year fund balance		22,227	
<b>Nuisance Abatement Fund - 893</b>	<b>Total:</b>	<b>\$</b>	<b>47,027</b>
	<b>Grand Total:</b>	<b>\$</b>	<b>35,148,225</b>

**BE IT FURTHER RESOLVED** that the Township Supervisor is authorized to approve transfers of budgetary funds within a cost center in consultation with the effected Department Director and/or the Accounting Director; and

**BE IT FURTHER RESOLVED** that increases to fund budgets must be authorized by the Township Board; and

**BE IT FURTHER RESOLVED** that the following property tax revenues and tax rates be authorized and that the Township Treasurer is ordered to levy such funds and rates, and collect and deposit to the various specific uses and funds as required by ordinance or resolution;

**Levied Property Tax Revenues and Rates:**

<u>Operating</u>	<u>Rate</u>	<u>Revenue</u>
General	1.0035	\$ 1,426,878 *
Fire Department	3.0563	\$ 4,345,756 *
Fire Capital	0.4935	\$ 701,708 *
Solid Waste	2.1075	\$ 2,996,656 *
Law Enforcement	5.8192	\$ 8,274,326 *
Bike Path, Sidewalk, Recreation, Roads, Operation	0.9837	\$ 1,398,724 *
<b>Operating Total:</b>	<b>13.4637</b>	<b>\$ 19,144,048</b>
<u>Debt</u>		
Fire Pension	1.3300	\$ 1,891,128 *
<b>Debt Total:</b>	<b>1.3300</b>	<b>\$ 1,891,128</b>
<b>Grand Total:</b>	<b>14.7937</b>	<b>\$ 21,035,175 *</b>

\* Amount calculated using taxable value minus Renaissance Zone. This figure does not include any adjustments.

**BE IT FURTHER RESOLVED** that the Township will levy the 1% Tax Administration fee on property taxes collected by the Township Treasurer on behalf of other governmental units, as permitted by State Law.

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. 2020-26 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on November 17, 2020.



Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

## MUNICIPAL SOLID WASTE, RECYCLING AND YARD WASTE AGREEMENT

This Municipal Recycling and Waste Agreement (the "Agreement") is entered into on Nov. 18, 2020 (the "Effective Date"), by and between the Charter Township of Ypsilanti, a municipal corporation created under the laws of the State of Michigan ("Township"), and Waste Management of Michigan, Inc. ("WM"), a Michigan corporation.

### Recitals

- A. The Township desires to provide its citizens with environmentally sound solid waste collection and disposal, bulky waste, recyclable materials collection and yard waste collection;
- B. WM and its affiliates have extensive experience in providing solid waste, yard waste and recyclable materials collection, disposal and processing; and
- C. The Township has determined that it would be in the best interests of its citizens to contract with WM for the collection of its residential solid waste, recyclable materials and yard waste according to the terms and conditions contained herein.

### Agreements

#### I. DEFINITIONS

- a. Acceptable Waste – shall mean all non-hazardous solid waste generated by households in the ordinary course including food wastes and discarded papers, cardboard, plastics, cloth, glass and metal materials, but excluding Excluded Waste as defined herein. Waste shall be considered "Acceptable Waste" only if properly contained in 64 or 96-gallon WM provided Carts placed at the curbside on the proper weekly collection day. As used herein, the term "waste" shall mean Acceptable Waste unless the context demonstrates otherwise. Title to Acceptable Waste shall transfer to WM upon collection in WM vehicles.
- b. Excluded Waste – shall mean, without limitation, any regulated quantity of a Hazardous Waste or Hazardous Substance as defined by federal, state or local laws or regulations; containerized wastes, the contents of which are not able to be identified; sludges; waste from a pollution control process or cleanup of a spill of a chemical substance or commercial product; waste tires; biohazards or regulated medical waste; friable asbestos; construction and demolition waste; soil, sod, tree branches and stumps; paint (that hasn't been properly solidified before collection); motor oil; excessive storm debris or debris resulting from weather events such as hurricanes or tropical storms; or any item too large or heavy to be contained within a 96-gallon Cart; or any waste or material that is prohibited from being received, managed or disposed of at the disposal facility. Title to and liability for Excluded Waste shall remain with the resident that generated the Excluded Waste at all times.
- c. Recyclables or Recyclable Materials – are defined in Exhibit A. Title to Recyclable Materials shall transfer to WM upon collection in WM vehicles. WM will transport Recyclable Materials to designated Materials Processing Facility and the Township may direct WM to change the location of the Materials Processing Facility with compensation for travel and other additional costs incurred as a result of a change of facilities.
- d. Yard Waste Materials – shall mean grass clippings, leaves, shrubs without root balls, garden material, and weeds. This material must be placed at the curb in biodegradable Kraft paper bags or 32-gallon cans. All containers must have a Yard Waste sticker affixed to it. Bags must not weigh more than 50 lbs. Twigs and branches can be bundled in three to four-foot-long by eighteen-inch diameters bundles, tied with string and placed at the curb for pickup. Branches must be less than two inches in diameter.
- e. Bulk Items/White Goods – are defined in Exhibit C.
- f. Residential Unit – shall mean a dwelling within the corporate limits of the Township. Apartment or condominium buildings with three (3) or more individual dwellings shall not be considered Residential Units and are, therefore, not covered by this Agreement.

#### II. TERM

The initial term of this Agreement shall be for five (5) years commencing on October 1, 2020 and ending on September 30, 2025. This Agreement may be extended by mutual agreement of the rates, terms and conditions set forth in writing and signed by both parties. All notices shall be served by certified mail, return receipt requested, or by a nationally recognized overnight courier service.

#### III. SERVICES

- a. WM shall furnish the labor, equipment, licenses, permits, and other requirements necessary to provide Acceptable Waste, Recyclable Materials and Yard Waste collection to all Residential Units of the Township, which currently consists of approximately 15,116 Residential Units (the "Service"). As part of the Service, WM shall:
  - i. Cart Supply. Each Residential Unit shall be provided a 96-gallon Cart for Acceptable Waste. Residents may request to swap to a 64-gallon Cart from WM if WM has that size cart in their inventory. If a Residential Unit requests to swap a Cart for a different size at any time during the Agreement, they will be directly charged a \$25.00 Cart exchange fee. New Residential Units will be provided a 96-gallon Cart for Acceptable Waste as Units are added to the Township. The Carts and equipment WM furnished to Residents and the Township shall remain WM's property.
  - ii. Additional Carts. Residents may rent an additional 64 or 96-gallon Cart from WM for \$6.40 a month, which includes service of the additional cart, and will be subject to annual increase. Residents may rent a 96-gallon Cart from WM for Recyclables for \$4.00 a month, which includes service of the cart, and will be subject to annual increase. Residents will be billed separately for the additional cart rental and service.
  - iii. Acceptable Waste Collection Frequency, Days and Times. Acceptable Waste and one (1) Bulk Item/White Good shall be collected from the curbside once per week from each Residential Unit on a weekday or weekdays to be agreed by WM and Township. Collections shall occur during ordinary hours but in no instance earlier than 6:00 a.m. All Acceptable Waste must be placed at the curb for collection no later than 6:00 A.M. on scheduled day of collection. WM reserves the right to change the service day with ninety (90) days advance written notice to the Township and Residents.



- iv. Recyclable Materials Collection Frequency, Days and Times. WM shall provide recycling collection services to Residential Units on an every other week basis, subject to the terms and conditions in Exhibit A. WM reserves the right to change the service day with advance written notice to the Township and Residents. The Township and Residential Units shall ensure that only materials acceptable in accordance with Exhibit A are placed in the Township provided 18-gallon bins. WM reserves the right to refuse recycling services where the materials are not properly segregated from waste or other non-recyclable material. At any time after the first year of the Agreement, the Township may opt out of the Recyclable Materials collection by providing WM with at least ninety (90) days written notice of the Township's intent to opt out. If the Township opts out, WM shall offer a subscription based collection of Recyclable Materials, but only if at least fifty percent (50%) of residents subscribe for the service, WM may change, postpone or cancel the subscription recycle program if the participation rate falls below 50% at any time. The Township must provide WM with a resident address list so WM can notify all residents of the subscription service at the time that they opt out.
- v. Yard Waste Collection Frequency, Days and Times. WM shall provide Yard Waste collection services to Residential Units on a weekly basis beginning the first full week of April of each year and concluding on November 30 of each year. All Yard Waste must be placed at the curb for collection no later than 6:00 a.m. on scheduled day for collection. Residential Units must place Yard Waste out on collection day in biodegradable bags or 32-gallon cans. All containers must have a Yard Waste sticker affixed. Yard Waste stickers shall be provided to the Township by WM. Residential Units can obtain the stickers at no charge from the Township Hall or the Community Center. WM must deliver yard waste to the Ypsilanti Township compost facility at 2600 E. Clark Road, Ypsilanti, MI 48198. The Ypsilanti Township compost facility shall accept such Yard Waste at no charge.
- vi. Back Door Service. WM understands that some of the Residential Units to be serviced under this Agreement are elderly residents and/or disabled residents who have difficulty hauling their Cart and bin to the curbside, as provided herein. WM agrees to collect Acceptable Waste, Recyclable Materials and Yard Waste from an area directly adjacent to the Residential Units dwelling, if mutually decided by the Township and WM that the resident is handicapped or physically unable to place their Cart and bin curbside. Residential Units must contact the Township to request this service and Township will notify WM.
- vii. Christmas Tree Collection. Residents may set Christmas trees to be collected on the designated collection day during the last week of December through March of each year. Christmas trees must be under 6 feet in length (or cut into 2 pieces, each under 6 feet in length, if tree is greater than 6 feet tall).
- viii. Exclusions from the Service – Notwithstanding anything to the contrary herein, the Service shall not include construction or demolition waste collection, or Services to commercial establishments are not covered by this Agreement.
- ix. Disposal. WM shall dispose or arrange to dispose of the Acceptable Waste collected under this Agreement only at solid waste disposal facilities that are licensed and permitted to accept such solid waste
- x. Holiday Schedule. The following shall be designated holidays on which the Service shall not be provided: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a designated holiday falls on a regularly scheduled Service day, the Service will be performed on the next weekday, which includes Saturdays of a holiday week.
- xi. Cart Replacement. WM shall replace at no charge to the Township or the individual Residential Unit any Cart that becomes damaged or destroyed during the provision of the Service, or that becomes unusable because of ordinary wear and tear. However, if a Cart in the possession of a Residential Unit is lost, stolen, damaged, or destroyed through no fault of WM, the occupant of the Residential Unit shall be responsible to compensate WM the fair market value for the replacement of such Cart. The Residential Unit shall be billed separately for such replacement cost.
- b. Bulk Items/White Goods. WM shall pick up one (1) Bulk Item/White Good per week per Residential Unit at no additional cost on the regularly scheduled collection day upon forty-eight (48) hours advance notice called into WM at (866-797-9018) and/or emailed to ([customerservice.MIOHIN@wm.com](mailto:customerservice.MIOHIN@wm.com)) by Residential Units. Residential Units will be responsible to contact WM and make arrangements for collection of additional Bulk Items/White Goods on an individual basis and pay in advance for the service.
- c. Compliance with Laws. The Service shall be performed in accordance with all applicable statutes, laws, rules, regulations and ordinances
- d. Personnel and Equipment. The Service shall be performed by properly trained and licensed personnel in adequate numbers and with adequate vehicles and equipment to complete the Service in a safe and timely manner
- e. Complaints and Missed Pick-Ups. All complaints as to WM's provision of the Service, including alleged missed pick-ups, shall be given prompt and courteous attention. WM shall attempt to resolve all complaints promptly, and shall cure all missed pick-ups that are not the result of *force majeure* events within one (1) weekday, conditions permitting
- f. Anti-Discrimination. In performing the Service, WM shall not discriminate against any person on the basis of race, religion, sex, national origin, political affiliation, or physical and mental disability.
- g. Exclusive. The Township grants the exclusive right to perform the Services set forth in this Agreement. The Township agrees that it will not allow anyone other than WM to lease carts to residents or engage in the collection of residential waste within the Township

#### IV. TOWNSHIP FACILITIES

WM shall provide services to the Township Facilities as listed on the pricing schedule, Exhibit B.

#### V. HOUSE COUNT AND ADJUSTMENTS

The estimated house count at the commencement of the term hereunder shall be 15,116 Residential Units. The Township shall update WM of any changes, if applicable, to the house county by the 15<sup>th</sup> of each month

## **VI. FEES AND PAYMENTS**

a. Service Fee per Residential Unit. The fees to be paid by the Township to WM are listed on the pricing schedule, Exhibit B. The monthly fee paid to WM by the Township shall be calculated based upon the current house count at the time each invoice is generated, times the fee per Residential Unit [e.g., Current House County Fee = Monthly Invoice Amount].

b. Annual Increase. Annually, Township Facilities rates listed on Exhibit B shall be adjusted on the anniversary of the Effective Date of this Agreement by four percent (4%).

c. Invoices and Payment. WM will submit monthly invoices to the Township and the Township shall have thirty (30) days from the invoice date to remit payment in full. Payment by Township shall be made by check or wire transfer or ACH debit. The maximum interest permitted by law shall be applied to balances due and unpaid after more than fifteen (15) days beyond the due date.

d. Credit. The Township has already provided approximately 1,134 96-gallon carts to the West Willow neighborhood for Acceptable Waste. WM will credit the Township \$40.00 per cart for a total credit of \$45,360.00. WM will apply a \$15,120.00 credit on each of the first three (3) monthly invoices to the Township. The Carts the Township furnished to the West Willow neighborhood shall become the property of WM. WM shall be responsible for all maintenance and replacement of these carts.

e. Changes in Law and Conditions. Notwithstanding anything to the contrary in this Agreement, WM may unilaterally, upon providing the Township thirty (30) days advanced written notice, modify the rates to account for any increase in costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, disposal or processing costs or volume, third party transportation costs, imposition of taxes, fees or surcharges, and municipal franchise fee increases.

## **VII. DEFAULT AND TERMINATION**

The failure of either Party to perform a material obligation under this Agreement shall be considered a breach of this Agreement, and the breaching Party shall be in default. In the event of default, the non-defaulting Party shall give written notice of the default, and the defaulting Party shall have: (i) ten (10) days from the receipt of the notice to cure any failure to pay money under this Agreement, or (ii) thirty (30) days from the receipt of the notice to cure any other default under this Agreement. If the defaulting Party fails to cure the breach within the allotted time, the non-defaulting Party may, at its option, immediately terminate the Agreement. In the event of a default, the defaulting Party agrees to pay all damages caused by said default, to include, without limitation reasonable attorneys' fees and costs associated with enforcement of this Agreement. Under no circumstances shall the Parties be liable for any consequential, indirect, punitive or special damages for any alleged default under this Agreement.

## **VIII. FORCE MAJEURE**

WM's performance of the Service may be suspended and its obligations hereunder excused during the pendency of a cause or causes beyond its reasonable control, such as by way of example and not limitation: acts of war, public enemy, civil disturbance, riot or disorder; epidemic or pandemic; acts of God such as landslide, lightning, earthquake, fire, storm, the impending approach of a storm, or flood; explosion; restraining orders, interference by civil or military authorities, strike, statute, ordinance, government order or ruling; or other similar causes. In the event of an occurrence of a *force majeure* event, WM shall notify the Township immediately, in writing, describing the particulars of the circumstances preventing performance of the Service and its expected duration. Notice shall be provided after the effect of such occurrence has ceased. The Township is not obligated to pay for services that WM does not provide due to a force majeure event.

## **IX. INDEMNIFICATION**

a. To the fullest extent permitted by law, the Township agrees to indemnify, defend, and hold WM harmless from and against all claims and actions, suits, debts, damages, liabilities and costs whatsoever, including but not limited to attorneys' fees and costs of defense, based upon or arising out of the Township's breach of this Agreement, and based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused in whole or in part by the negligent acts or omissions of the Township, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement. Nothing herein shall be construed to waive, limit or restrict any governmental immunity defense available to the Township.

b. WM agrees to indemnify, defend, and hold the Township harmless from and against all claims and actions, suits, debts, damages, liabilities and costs whatsoever, including but not limited to attorneys' fees and costs of defense, based upon or arising out of the breach of this Agreement, and based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused in whole or in part by the negligent acts or omissions of WM, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.

c. Notwithstanding any provisions to the contrary, WM shall not be responsible for any damage to pavement or curbing that is the result of ordinary wear and tear during the performance of the Service.

d. The indemnification obligations of this section shall survive the termination or expiration of this Agreement for any reason.



**X. INSURANCE**

WM shall maintain at its own cost and expense the following minimum limits of occurrence-based insurance during the term of this Agreement:

	<u>Type</u>	<u>Amount</u>
A.	Worker's Compensation	Statutory
B.	Employer's Liability	\$500,000
C.	Comprehensive General Liability	\$500,000 per occurrence \$1,000,000 aggregate
D.	Automobile Liability (owned and non-owned)	
	i. Bodily Injury	\$1,000,000 per occurrence
	ii. Property Damage Liability	\$500,000 per occurrence
E.	Excess/Umbrella	\$500,000 per occurrence

The Township, its elected and appointed officials and employees, shall be included as additional insured parties under the CGL, Automobile and Excess/Umbrella coverages. Prior to commencement of the Service, WM shall deliver to Township a certificate of insurance evidencing the required coverages. This certificate shall provide that any change restricting or reducing coverage, or the cancellation of any policies under which certificates are issued, shall not be valid unless at least 30 days' written notice of cancellation is provided.

**XI. PERFORMANCE BOND AND MATERIAL & LABOR BOND**

WM shall provide the Township with a performance bond in the amount of Five Hundred Thousand Dollars (\$500,000.00) annually during the term of this Agreement. WM shall also provide the Township with a Materials & Labor Bond in the amount of Five Hundred Thousand Dollars (\$500,000.00) annually during the term of this Agreement.

**XII. MISCELLANEOUS PROVISIONS**

a. Independent Contractor. WM shall perform the Service as an independent contractor. WM, its officers, employees, agents, contractors or subcontractors, are not and shall not be considered employees, agents or servants of the Township for any purpose whatsoever under this Agreement or otherwise. WM at all times shall have exclusive control of the performance of the Service. Nothing in this Agreement shall be construed to give the Township any right or duty to supervise or control WM, its officers, employees, agents, contractors, or subcontractors, nor to determine the manner in which WM shall perform its obligations under the Agreement.

b. Amendments. No amendment to this Agreement shall be made except upon the written consent of both Parties.

c. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties hereto with respect to the subject matter and supersedes any prior and contemporaneous agreements and understandings, express or implied.

d. Waiver. A waiver by either Party of any breach of any provision hereof shall not be taken or held to be a waiver of any subsequent breach, whether similar or dissimilar, or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance.

e. Severance. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid, or unenforceable, the balance of this Agreement shall remain in effect and binding on the Parties.

f. Choice of Law. This Agreement shall be governed by the laws of the state where the services are being performed, without regard to choice of law rules.

g. Assignment. Neither Party may assign its rights and obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld. An assignment shall not relieve the assignee of any obligations under this Agreement.

h. Notice. All notices required or permitted under this Agreement shall be in writing and shall be personally delivered, sent by certified mail, return receipt requested, or by overnight courier, with copies to counsel for the respective Parties.

IN WITNESS THEREOF, the parties have executed this Municipal Solid Waste, Recycling and Yard Waste Agreement as of the Effective Date indicated above.

**Waste Management of Michigan, Inc.**

Signature: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Charter Township of Ypsilanti**

Signature: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Brenda L. Stumba*  
11-19-2020  
*Karen Laigoy Roe*  
11-19-2020  
Supervisor | Clerk  
Nov. 18, 2021



**Exhibit A**  
**SINGLE STREAM SPECIFICATIONS**

**RECYCLABLES must be dry, loose (not bagged) and include ONLY the following:**

Aluminum cans – empty	Newspaper
PET bottles with the symbol #1 – with screw tops only – empty	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.) – empty	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
Steel and tin cans – empty	Uncoated printing, writing and office paper
Phone books	Old corrugated containers/cardboard (uncoated)
Magazines, glossy inserts and pamphlets	Plastic containers with symbols #3-#7 – empty (no expanded polystyrene), empty
Glass food and beverage containers – brown, clear, or green – empty	Aseptic containers
Cartons	

**NON-RECYCLABLES include, but are not limited to the following:**

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Mirrors	Window or auto glass
Light bulbs	Coated cardboard
Porcelain and ceramics	Plastics unnumbered
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics,
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils
Any Recyclable materials or pieces of Recyclables less than 4" in size in any dimension	Propane tanks, batteries

**DELIVERY SPECIFICATIONS AND ADDITIONAL TERMS AND CONDITIONS**

**I. Delivery Specifications.**

a. Material delivered by or on behalf of Township or its residents may not contain Non-Recyclables or Excluded Materials. "Excluded Materials" means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances.

b. WM may reject in whole or in part, or may process, in its sole discretion, Recyclables not meeting the specifications, including wet materials, and Township shall pay WM for all costs, losses and expenses incurred with respect to such non-conforming Recyclables including costs for handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials which charges may include an amount for WM's operating or profit margin. Without limiting the foregoing, and Township shall pay a contamination charge for additional handling, processing, transporting and/or disposing of Non-Recyclables, Excluded Materials, and/or all or part of non-conforming loads and additional charges may be assessed for bulky items such as concrete, tires, electronics, pallets, propane tanks, etc.

c. WM reserves the right upon notice to discontinue acceptance of any category of materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials.

## II. Specifications/Contamination/Changing Market Conditions.

- a. Single Stream Materials Containers may not contain [more than 0%] Non-Recyclables or any Excluded Materials. For purposes of this Agreement, a Container is "Contaminated" when, based on visual inspection, it has more than 0% Non-Recyclables (volume or weight) or any amount of Excluded Materials.
- b. WM is not obligated to collect Single Stream Materials Containers which are Contaminated.
- c. If WM elects to not collect a Contaminated Container, it shall notify the Customer by Container tag, mail, email, text or telephone call. Company has the right to change communication channels as technology advances.
- d. If WM elects to collect a Contaminated Container, it may charge the Township a Contamination Fee. The Contamination Fee will be adjusted each year pursuant to Annual CPI Adjustment.
- e. WM may dispose of the contents of a Contaminated Container it elects to collect. If there have been more than three instances of a Contaminated Container in any 12-month period, and WM has record of this, WM may (i) discontinue such service and remove the Container, (ii) deliver additional or larger Refuse Container(s) or increase the frequency of collection, and (iii) charge the Township the Rate for the additional or larger Refuse Container(s) or increased service frequency. After one year, if service has been discontinued, the Township may petition WM to reinstate such service, in which case they must pay the Container redelivery fee.
- f. WM reserves the right upon notice to discontinue acceptance of any category of Recyclable Materials set forth herein as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials. Collected Recyclable Materials for which no commercially reasonable market exists may be landfilled as contamination.
- g. WM may reject in whole or in part, or may process, in its sole discretion, Single Stream Materials not meeting the specifications, including wet materials, and Township shall pay WM for all costs, losses and expenses incurred with respect to such non-conforming Single Stream Materials, including costs for handling, processing, transporting and/or disposing of such non-conforming materials. Without limiting the foregoing, and Township shall pay a contamination charge for additional handling, processing, transporting and/or disposing of Non-Recyclables, Excluded Materials, and/or all or part of non-conforming loads and additional charges may be assessed for bulky items such as appliances, concrete, furniture, mattresses, tires, electronics, pallets, propane tanks, et.
- h. WM may perform an audit of Single Stream Materials collected under this Agreement.

## Exhibit B

### PRICING SCHEDULE

#### MONTHLY CHARGES FOR GARBAGE, RECYCLING AND YARD WASTE SERVICES PER RESIDENTIAL UNIT

	<u>Garbage</u>	<u>Recycle</u>	<u>Yard Waste</u>	<u>Total per month per Residential Unit</u>
October 1, 2020 – September 30, 2021	\$8.00	\$2.85	\$2.20	\$13.05
October 1, 2021 – September 30, 2022	\$8.32	\$2.96	\$2.29	\$13.57
October 1, 2022 – September 30, 2023	\$8.65	\$3.08	\$2.37	\$14.10
October 1, 2023 – September 30, 2024	\$9.00	\$3.20	\$2.47	\$14.67
October 1, 2024 - September 30, 2025	\$9.36	\$3.33	\$2.57	\$15.26

#### RECYCLABLE PROCESSING CHARGES

WM shall pass through on its invoices and the Township will pay 100% of the costs related to the processing of Recyclable Materials at the Material Recovery Facility (MRF) that receives the Recyclable Materials collected within the Township. The MRF is located at 36543 S. Huron Road, New Boston, Michigan.

#### TOWNSHIP FACILITIES

Civic Center – one 6-yard emptied weekly – Trash	\$22.44 per month
Civic Center Recycle – one 6-yard emptied weekly – Recycle	\$26.34 per month
Township Maintenance Yard – one 4-yard emptied weekly – Trash	\$18.85 per month
Harris Ball Field – one 6-yard emptied weekly – Trash	\$21.10 per month
Green Oaks Golf Course – one 4-yard emptied weekly- Trash	\$41.72 per month
Police Department S. Huron – one 6-yard emptied weekly – Trash	\$22.87 per month
Police Department Holmes Road – one 4-yard emptied every other week	\$10.20 per month
Community Center – one 8-yard emptied two times per week - Trash	\$55.43 per month

Compost Center – 40-yard roll off	\$250.00 per pull plus \$23.00 per ton
Recycle Center – 30-yard roll off	\$280.00 per pull. Township pays disposal WM shall invoice Township separately for recycle processing fee
Ford Lake Park – 30-yard roll off	\$240.00 per pull plus disposal of \$34.00 per ton  WM shall invoice Township separately for disposal fees and Township shall pay WM.

## Exhibit C



### ACCEPTABLE AND UNACCEPTABLE BULK AND GENERAL ITEMS

#### STANDARD ACCEPTABLE BULK ITEMS

White Goods – washer, dryer, hot water tank, dishwasher, stove, refrigerators (Remove Doors), air conditioners and any Freon containing unit must have Freon Removed By Technician and Tagged for collection, humidifiers, dehumidifiers (NO COMMERCIAL SIZED APPLIANCES)  
Furniture – Table with matching chairs (4-6), sofa, love seat, dresser armoire/curio broken down, Box Spring/ Mattress (Mattress and Box Spring Are Considered One Bulk Item), headboard footboard and frame, buffet cabinet  
**Mattresses and upholstered items must be wrapped in plastic with duct tape to ensure safety of workers due to bed bugs**  
Bicycles  
Cardboard (flattened 4ft x 4ft bundled not exceeding 40 lbs.)  
Carpet and Padding (must be dry, rolled and tied in 4 ft sections no heavier than 40 lbs. 6 bundles equal to one bulk item)  
Grill – propane tank removed  
Lawn Mower – must be drained of oil and gas, weed wacker, edger. No riding mowers,  
Latex Paint – Paint must be solidified before collection, use kitty litter or sand to solidify. Place at the curb without the lid on the can;  
Storm doors and windows – glass must be broken out of frame and placed in a hard container or small box, taped and marked **"BROKEN GLASS"**  
Swing Sets – Broken down- Poles cut in sections less than 6 feet in length  
Toilet  
Vacuum cleaners  
Wood – Small Bundle less than 4 foot, no nails or nails flattened

#### UNACCEPTABLE BULK ITEMS

Antifreeze  
Batteries  
Blocks  
Boats  
Bricks  
Building and Lumber Debris  
Burning Barrels  
Cement  
Computer Monitors  
Concrete  
Dirt  
Gasoline  
Gravel  
Hazardous Waste Material  
Hot Ashes

# CHARTER TOWNSHIP OF YPSILANTI

## Resolution 2020-27

### RESOLUTION APPROVING CONTRACT AND AUTHORIZING NOTICE

County of Washtenaw, State of Michigan

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Minutes of a regular meeting of the Township Board (the "Governing Body") of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan (the "Township"), held on the 17th day of November, 2020, at 7:00 p.m., prevailing Eastern Time.

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PRESENT: Members: Stumbo, Lovejoy Roe, Doe, Eldridge, Jarrell Roe and Wilson

ABSENT: Members: Ross Williams

The following preamble and resolutions were offered by Member Roe and supported by Member Doe:

WHEREAS, it is necessary to acquire and construct certain improvements to the wastewater treatment plant, consisting of upgrades to the aeration blower system and replacement of the primary switchgear for the electrical supply to the plant, together with all necessary appurtenances and attachments thereto (the "Project"), to serve the Township and the City of Ypsilanti (the "City"); and

WHEREAS, a contract (the "Contract") has been prepared among the Township, the City and the Ypsilanti Community Utilities Authority (the "Authority") whereby the Authority will issue its bonds (the "Bonds") on behalf of the Township and the City to provide for the financing of cost of the Project; and

WHEREAS, this Governing Body has carefully reviewed the Contract and finds that it provides the best means for accomplishing the Project and for providing the needed services.

NOW, THEREFORE, BE IT RESOLVED, THAT:

1. The Contract is hereby approved and the Supervisor and the Clerk of the Township are hereby authorized and directed to execute and deliver the Contract for and on behalf of the Township; provided, however, that Contract shall not become effective until the expiration of forty-five (45) days after the publication of the attached notice as a display advertisement of at least ¼ page in size in the *Washtenaw Legal News*, a newspaper of general circulation within the Township, which manner of publication is deemed by the Governing Body to be the most effective manner of informing the taxpayers and electors of the Township of the details of the proposed Contract and the rights of referendum thereunder.

2. The Township Clerk is directed to publish the attached notice in the newspaper above designated as soon as possible after the adoption hereof.

3. All resolutions and parts of resolutions in conflict with this resolution be, and the same hereby are repealed.

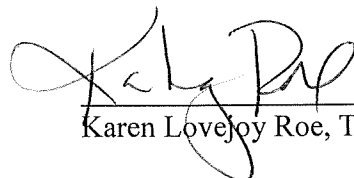
AYES: Members: Brenda Stumbo, Karen Lovejoy Roe, Larry Doe, Stan Eldridge, Heather Jarrell Roe and Jimmie Wilson, Jr.

NAYS: Members: None

RESOLUTION DECLARED ADOPTED.

  
\_\_\_\_\_  
Karen Lovejoy Roe, Township Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan, at a regular meeting held on November 17, 2020, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

  
\_\_\_\_\_  
Karen Lovejoy Roe, Township Clerk

## SRF CONTRACT

THIS SRF CONTRACT, dated as of November 18, 2020, by and among the YPSILANTI COMMUNITY UTILITIES AUTHORITY, a municipal authority and public body corporate of the State of Michigan (hereinafter referred to as the "Authority"), the CHARTER TOWNSHIP OF YPSILANTI (the "Township") and the CITY OF YPSILANTI (the "City," together with the Township referred to as the "Local Units") both located in the County of Washtenaw, Michigan,

WITNESSETH:

WHEREAS, the Authority has been incorporated under the provisions of Act No. 233, Public Acts of Michigan, 1955, as amended (hereinafter referred to as "Act 233"), for the purposes set forth in Act 233 and the Local Units being constituent members of the Authority; and

WHEREAS, it is immediately necessary and imperative for the public health and welfare of the present and future residents of the Local Units to acquire and construct certain improvements to the wastewater treatment plant, consisting of upgrades to the aeration blower system and replacement of the primary switchgear for the electrical supply to the plant, together with all necessary appurtenances and attachments thereto be acquired and constructed to service the Local Units (the "Project"); and

WHEREAS, plans and an estimate of cost of said improvements have been prepared by the Authority's consulting engineers (the "Consulting Engineers"), which said estimate of cost totals not to exceed \$6,000,000; and

WHEREAS, each of the Local Units is desirous of having the Authority arrange for the acquisition of said improvements, in order to furnish the residents of each of the Local Units with improved wastewater system services and facilities; and

WHEREAS, the parties hereto have determined that said improvements are essential to the general health, safety and welfare of each of the Local Units; and

WHEREAS, the Authority and the Local Units are each agreeable to the execution of this Contract, by and between themselves, to provide, among other things, for the financing of the cost of the Project; and

WHEREAS, each of the Local Units has approved and authorized the execution of this Contract by resolution of its governing body; and

WHEREAS, this Contract will become effective for each of the Local Units upon expiration of a period of forty-five days following publication by each of the Local Units of its respective notice of intention without filing of a petition for referendum on the question of its entering into this Contract, or if such referendum election be required, then upon approval by the qualified electors of the respective Local Unit;

NOW, THEREFORE, in consideration of the premises and the covenants made herein,



THE PARTIES HERETO AGREE AS FOLLOWS:

SECTION 1. The Authority and the Local Units each have previously approved and again approve the establishment of wastewater system improvements in the Local Units under the provisions of Act 233, together with all necessary appurtenances, attachments and rights in land adequate and sufficient to furnish such service to the area of each of the Local Units, as set forth in the plans prepared by the Consulting Engineers.

SECTION 2. The system referred to in Section 1 above is designated as YPSILANTI COMMUNITY UTILITIES AUTHORITY WASTEWATER SYSTEM (City of Ypsilanti and Charter Township of Ypsilanti) (hereinafter sometimes referred to in this Contract as the "System").

SECTION 3. Each of the Local Units hereby consents to the use by the Authority and any parties contracting with the Authority of the public streets, alleys, lands and rights-of-way in each Local Unit for the purpose of performing the Project.

SECTION 4. The System is designed to serve areas in each of the Local Units as described in the plans prepared by the Consulting Engineers and is immediately necessary to protect and preserve the public health; and each Local Unit does, by these presents, consent to the furnishing of such service through the System pursuant to Section 8 hereof, to the individual users in each Local Unit.

SECTION 5. The Authority and each of the Local Units hereby approve and confirm the plans for the System prepared by the Consulting Engineers and the total estimated cost thereof of not to exceed the sum of \$6,000,000 and the Local Units' combined share thereof (100%) of \$6,000,000. Said cost estimate includes all surveys, plans, specifications, acquisition of property for rights-of-way, physical construction necessary to acquire and construct the System, the acquisition of all materials, machinery and necessary equipment, and all engineering, engineering supervision, administrative, legal and financing expenses necessary in connection with the acquisition and construction of the System and the financing thereof.

SECTION 6. The Authority will take bids for the construction of the Project and the Authority shall in no event agree to any contract price or prices as will cause the actual cost thereof to exceed the estimated cost as approved in Section 5 of this Contract unless each of the Local Units, by resolution of its legislative body, (a) approves said increased total cost, and (b) agrees to pay such prorated excess over the estimated cost, either in cash or by specifically authorizing the maximum principal amount of bonds to be issued, as provided in Sections 10 and 16 of this Contract, to be increased to an amount which will provide sufficient funds to meet said increased cost, and approves a similar increase in the installment obligations of each Local Unit, if any, pledged under the terms of this Contract to the payment of such bonds.

SECTION 7. The Project shall be constructed by the Authority substantially in accordance with the plans and specifications therefor approved by this Contract. All matters relating to engineering plans and specifications, together with the making and letting of final construction contracts, the approval of work and materials thereunder, and construction supervision, shall be in the control of the Authority. All acquisition of sites and rights-of-way

shall be done by the Authority. Each Local Unit's share of the costs of such acquisition shall be paid from bond proceeds and, in addition, any costs incurred by any Local Units in connection with the acquisition or construction of the System, including engineering expenses, shall be promptly reimbursed to the Local Unit by the Authority from the proceeds of Authority Bonds.

SECTION 8. The System shall be retained, maintained and operated by the Authority. The parties hereto agree that the System shall be improved upon, operated, administered and maintained for the sole use and benefit of the Local Units and their respective users, including contract customers.

SECTION 9. To provide for the construction and financing of the Project in accordance with the provisions of Act 233, the Authority shall take the following steps:

(a) Immediately after execution hereof, the Authority will promptly take steps to adopt a resolution providing for the issuance of its bonds, in one or more series, in the aggregate principal amount of not to exceed \$6,000,000 (except as otherwise authorized pursuant to Section 16 of this Contract) to finance each of the Local Units' share of the cost of the System. Said bonds shall mature serially, as authorized by law, and shall be secured by the contractual obligations of each Local Unit in this Contract. After due adoption of the resolution, the Authority will take all necessary legal procedures and steps necessary to effectuate the sale and delivery of said bonds to the Michigan Finance Authority.

(b) The Authority shall take all steps necessary to take bids for and enter into and execute final acquisition and construction contracts for the construction of the Project as specified and approved hereinbefore in this Contract, in accordance with the plans and specifications therefor based on the plans as approved by this Contract. Said contracts shall specify a completion date agreeable to each Local Unit and the Authority.

(c) The Authority will require and procure from the contractor or contractors undertaking the actual construction of the Project necessary and proper bonds to guarantee the performance of the contract or contracts and such labor and material bonds as may be required by law.

(d) The Authority, upon receipt of the proceeds of sale of the bonds, will comply with all provisions and requirements provided for in the resolution authorizing the issuance of the bonds and this Contract relative to the disposition and use of the proceeds of sale of the bonds.

(e) The Authority may temporarily invest any bond proceeds or other funds held by it for the benefit of each Local Unit as permitted by law and investment income shall accrue to and follow the fund producing such income. The Authority shall not, however, invest, reinvest or accumulate any moneys deemed to be proceeds of the bonds pursuant to §148 of the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder (the "Code"), in such a manner as to cause the bonds to be "arbitrage bonds" within the meaning of Code § 103(b)(2) and §148.



SECTION 10. The cost of the System shall be charged to and paid by each Local Unit to the Authority in the manner and at the times herein set forth.

The cost of the Project to be financed with the issuance of one or more series of bonds of the Authority (\$6,000,000) shall be paid by the Local Units to the Authority in annual installments (corresponding to principal payments on each series of the bonds on the next April 1st of each year) on March 15 of each year, as follows:

2022	\$250,000
2023	255,000
2024	260,000
2025	265,000
2026	270,000
2027	275,000
2028	280,000
2029	285,000
2030	290,000
2031	295,000
2032	300,000
2033	305,000
2034	310,000
2035	320,000
2036	325,000
2037	330,000
2038	335,000
2039	345,000
2040	350,000
2041	355,000

Each Local Unit shall pay its Local Unit Share (as hereinafter defined) of each payment required to be made by the Local Units to the Authority pursuant to this Section 10 of the Contract. "Local Unit Share" means initially for each Local Unit, the percentage of each payment as follows:

Charter Township of Ypsilanti	75.77%
City of Ypsilanti	24.23%

The Local Unit Share is subject to adjustment on an annual basis based upon existing agreements between the Local Units.

It is understood and agreed that the bonds of the Authority hereinbefore referred to will be issued in anticipation of the above contractual obligation, with principal installments on April 1 of each year, commencing with the year 2022, corresponding to the principal amount of the above installments, and each Local Unit shall also pay to the Authority in addition to said principal installments, on March 15 and September 15 of each year, commencing on March 15, 2021 as accrued interest on the principal amount remaining unpaid, an amount sufficient to pay

all interest, not to exceed two percent (2.0%) per annum, due on the next succeeding interest payment date (April 1 and October 1, respectively), on the installment portions of said bonds of the Authority from time to time outstanding. From time to time as other costs and expenses accrue to the Authority from handling of the payments made by each Local Unit, or from other actions taken in connection with the System, the Authority shall notify each Local Unit of the amount of such fees and other costs and expenses, and each Local Unit shall, within thirty (30) days from such notification, remit to the Authority sufficient funds to meet such fees and other costs and expenses. The principal payment date may be adjusted to October 1 at the time the bonds are sold to the Michigan Finance Authority but shall be payable in not more than twenty annual installments.

Should cash payment be required from each Local Unit in addition to the amounts specified in the preceding paragraph to meet additional costs of constructing the System, each Local Unit shall, upon written request by the Authority, furnish to the Authority written evidence of their agreement and ability to make such additional cash payments, and the Authority may elect not to proceed with the acquisition or financing of the System until such written evidence, satisfactory to the Authority, has been received by it. Each Local Unit shall pay to the Authority such additional cash payments within thirty (30) days after written request for such payment has been delivered by the Authority to such Local Unit.

The Authority shall, within thirty (30) days after the delivery of the bonds of the Authority hereinbefore referred to, furnish each Local Unit with a complete schedule of installments of principal and interest thereon, and the Authority shall also (a) at least sixty (60) days prior to January 1 of each year, commencing in 2022, advise each Local Unit, in writing, of the exact amount of interest installment due on the Authority bonds on the next succeeding April 1, and payable by each Local Unit on March 15, as hereinbefore provided, and the exact amount of principal and interest installments due on the bonds of the Authority on the next succeeding October 1, and payable by each Local Unit on September 15, as hereinbefore provided.

If any principal installment or interest installment is not paid when due, the amount not so paid shall be subject to a penalty, in addition to interest, of one percent (1%) thereof for each month or fraction thereof that the same remains unpaid after the due date.

SECTION 11. Each Local Unit, pursuant to the authorization contained in Act 233, hereby irrevocably pledges its limited tax full faith and credit for the prompt and timely payment of its respective obligations pledged for bond payments as expressed in this Contract, and shall each year, commencing with the fiscal year commencing January 1, 2021 for the Township and July 1, 2020 for the City set aside sufficient general fund moneys to make the payments, and, if necessary, levy an ad valorem tax on all the taxable property in the Local Unit, subject to applicable constitutional, statutory and charter tax rate limitations, in an amount which, taking into consideration estimated delinquencies in tax collections, will be sufficient to pay such obligations under this Contract becoming due before the time of the following year's tax collections. Nothing herein contained shall be construed to prevent the Local Unit from using any, or any combination of, means and methods provided in Section 7 of Act 233, as now or hereafter amended, including revenues derived from user charges or special assessments, for the purpose of providing funds to meet its obligations under this Contract, and if at the time of making the annual tax levy there shall be other funds on hand earmarked and set aside for the



payment of the contractual obligations due prior to the next tax collection period, then such annual tax levy may be reduced by such amount.

SECTION 12. Each Local Unit may pay in advance any of the payments required to be made by this Contract, in which event the Authority shall credit the respective Local Unit with such advance payment on future due payments to the extent of such advance payment.

SECTION 13. Each Local Unit may pay additional moneys over and above any of the payments specified in this Contract, with the written request that such additional funds be used to prepay installments, in which event the Authority shall be obligated to apply and use said moneys for such purpose to the fullest extent possible. Such moneys shall not then be credited as advance payments under the provisions of Section 12 of this Contract.

SECTION 14. In the event a Local Unit shall fail for any reason to pay to the Authority at the times specified the amounts required to be paid by the provisions of this Contract, the Authority shall immediately give notice of such default and the amount thereof, in writing, to the Treasurer of such Local Unit, the Treasurer of the County of Washtenaw, the Treasurer of the State of Michigan, and such other officials charged with disbursement to such Local Unit of funds returned by the State and now or hereafter under Act 233 available for pledge, as provided in this paragraph and in Section 12a of Act 233, and if such default is not corrected within ten (10) days after such notification, the State Treasurer, or other appropriate official charged with disbursement to such Local Unit of the aforesaid funds, is, by these presents, specifically authorized by the Local Unit, to the extent permitted by law, to withhold from the aforesaid funds the maximum amount necessary to cure said deficit and to pay said sums so withheld to the Authority, to apply on the obligations of such Local Unit as herein set forth. Any such moneys so withheld and paid shall be considered to have been paid to the Local Unit within the meaning of the Michigan Constitution and statutes, the purpose of this provision being voluntarily to pledge and authorize the use of said funds owing to such Local Unit to meet any past-due obligations of such Local Unit due under the provisions of this Contract. In addition to the foregoing, the Authority shall have all other rights and remedies provided by law to enforce the obligations of each Local Unit to make its respective payments in the manner and at the times required by this Contract, including the right of the Authority to direct each Local Unit to make a tax levy to reimburse the Authority for any funds advanced.

SECTION 15. It is specifically recognized by each Local Unit that the debt service payments required to be made by each pursuant to the terms of Section 10 of this Contract are to be pledged for and used to pay the principal installments of and interest on with respect to the bonds to be issued by the Authority as provided by this Contract and authorized by law, and each Local Unit covenants and agrees that it will make all required payments to the Authority promptly and at the times herein specified without regard to whether the System is actually completed or placed in operation.

SECTION 16. If the proceeds of the sale of the bonds to be issued by the Authority are for any reason insufficient to complete each Local Unit's share of the cost of the System, the Authority shall automatically be authorized to issue additional bonds in an aggregate principal amount sufficient to pay the respective Local Unit's share of completing the System and to increase the annual payments required to be made by each Local Unit in an amount so that the

total payments required to be made as increased will be sufficient to meet the annual principal and interest requirements on the bonds herein authorized plus the additional bonds to be issued. It is expressly agreed between the parties hereto that the Authority shall issue bonds pursuant to this Contract and each Local Unit shall be committed to retire such amount of bonds as may be necessary to pay each Local Unit's share of the costs of the System whether or not in excess of those presently estimated herein. Any such additional bonds shall comply with the requirements of Act 233 and any increase in the annual payments shall be made in the manner and at the times specified in this Contract. In lieu of such additional bonds, each Local Unit may pay over to the Authority, in cash, sufficient moneys to complete each Local Unit's share of the System.

SECTION 17. After completion of the System and payment of all costs thereof, any surplus remaining from the proceeds of sale of bonds shall be used by the Authority for either of the following purposes, at the sole option of and upon request made by resolution of any Local Unit, to wit: (a) for additional improvements to the System or for other projects of the Authority undertaken on behalf of said Local Units; subject to approval of the Authority; or (b) credited by the Authority toward the next payments due the Authority by said Local Units hereunder.

SECTION 18. The obligations and undertakings of each of the parties to this Contract shall be conditioned on the successful issuance and sale of the bonds pursuant to Act 233, and if for any reason whatsoever said bonds are not issued and sold within two (2) years from the date of this Contract, this Contract, except for payment of preliminary expenses and ownership of engineering data, shall be considered void and of no force and effect.

SECTION 19. The Authority and Local Units each recognize that the owners of the bonds issued by the Authority under the provisions of Act 233 to finance the cost of the System will have contractual rights in this Contract, and it is, therefore, covenanted and agreed by the Authority and each Local Unit that so long as any of said bonds shall remain outstanding and unpaid, the provisions of this Contract shall not be subject to any alteration or revision which would in any manner materially affect either the security of the bonds or the prompt payment of principal or interest thereon. The Local Units and the Authority each further covenant and agree that each will comply with its respective duties and obligations under the terms of this Contract promptly at the times and in the manner herein set forth, and will not suffer to be done any act which would in any way impair the said bonds, the security therefor, or the prompt payment of principal and interest thereon. It is hereby declared that the terms of this Contract insofar as they pertain to the security of any such bonds shall be deemed to be for the benefit of the owners of said bonds.

SECTION 20. This Contract shall remain in full force and effect from the effective date hereof (as provided in Section 23) until the bonds issued by the Authority are paid in full, but in any event not to exceed a period of thirty (30) years. At such time within said 30-year term as all of said bonds are paid, this Contract shall be terminated. In any event, the obligation of each Local Unit to make payments required by this Contract shall be terminated at such time as all of said bonds are paid in full, together with any deficiency or penalty thereon.

SECTION 21. The parties hereto hereby expressly agree that the Authority shall not be liable for and each Local Unit shall, to the extent legally available, pay, indemnify and save the Authority harmless of, from and against all liability of any nature whatever regardless of the



nature in which such liability may arise, for any and all claims, actions, demands, expenses, damages and losses of every conceivable kind whatsoever (including, but not limited to, liability for injuries to or death of persons and damages to or loss of property) asserted by or on behalf of any person, firm, corporation or governmental authority arising out of, resulting from, or in any way connected with the Project; the ownership, acquisition, construction, operation, maintenance and repair of the System; this Contract; or the issuance, sale and delivery of the bonds herein described. It is the intent of the parties that the Authority be held harmless by each Local Unit from liability for such claims, actions, demands, expenses, damages and losses, however caused or however arising, including, but not limited to, to the extent not prohibited by law, such claims, actions, demands, expenses, damages and losses even though caused, occasioned or contributed to by the negligence, sole or concurrent, of the Authority or by negligence for which the Authority may be held liable. In any action or proceeding brought about by reason of any such claim or demand, each Local Unit, to the extent legally available, will also pay, indemnify and save the Authority harmless from and against all costs, reasonable attorneys' fees and disbursements of any kind or nature incidental to or incurred in said defense, and will likewise pay all sums required to be paid by reason of said claims, demands, or any of them, in the event it is determined that there is any liability on the part of the Authority. Upon the entry of any final judgment by a court of competent jurisdiction or a final award by an arbitration panel against the Authority on any claim, action, demand, expense, damage or loss contemplated by this Section and notwithstanding that the Authority has not paid the same, each Local Unit shall be obligated to pay to the Authority, upon written demand therefor, the amount thereof not more than sixty (60) days after such demand is made. In the event that any action or proceeding is brought against the Authority by reason of any such claims or demands, whether said claims or demands are groundless or not, each Local Unit shall, upon written notice and demand from the Authority, but not without written consent of the Authority, settle any such action in the proceeding. Notwithstanding the foregoing, nothing contained in this Section shall be construed to indemnify or release the Authority against or from any liability which it would otherwise have arising from the wrongful or negligent actions or failure to act on the part of the Authority's employees, agents or representatives with respect to matters not related to the ownership, acquisition, construction, operation, maintenance or repair of the System, this Contract or the issuance, sale or delivery of the bonds herein described.

SECTION 22. This Contract shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

SECTION 23. This Contract shall become effective upon (i) approval by each legislative body of the Local Unit, (ii) approval by the Board of the Authority, (iii) expiration of the forty-five day period following publication by each Local Unit of its notice of intention without filing of a petition for referendum on the question of its entering into this Contract, or if such referendum election be required, then upon approval by the qualified electors of such Local Unit, and (iv) due execution by the Supervisor and Township Clerk of the Township, the Mayor and City Clerk of the City and by the Chair and Secretary of the Authority.

SECTION 24. In the event construction bids are received by the Authority pursuant to Section 9 hereof and such bids are below the Consulting Engineers' estimates thus necessitating a smaller amount of Bonds for each Local Unit's share to be issued than \$6,000,000, the Authority shall be automatically authorized to reduce the amount of Bonds sold and the annual

principal installments specified in Section 10 of this Contract shall be automatically revised according to the new debt service schedule for the Bonds, without the necessity of publication of notice of such revision.

SECTION 25. This Contract may be executed in several counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

In the presence of:

YPSILANTI COMMUNITY UTILITIES  
AUTHORITY

\_\_\_\_\_

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

\_\_\_\_\_

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

In the presence of:

CHARTER TOWNSHIP OF  
YPSILANTI

Isaac Hanfield

By: David L. Thorne  
Supervisor 11-19-2020

Isaac Hanfield

By: Karen Loring Rap  
Township Clerk 11-19-2020

In the presence of:

CITY OF YPSILANTI

\_\_\_\_\_

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

\_\_\_\_\_

By: \_\_\_\_\_  
City Clerk

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**Michigan Supreme Court  
State Court Administrative Office  
Michigan Drug Court Grant Program  
Fiscal Year 2021 Contract**

**Grantee Name:** 14B District Court — Hybrid DWI/Drug Court  
**Unique Identifier:** U10065  
**Federal ID Number:** 38-6007433  
**Contract Number:** 22058  
**Grant Amount:** \$133,000

**1. Parties**

1.01 This contract is between the State Court Administrative Office (SCAO) and the 14B District Court — Hybrid DWI/Drug Court (Grantee).

**2. Amount and Grant Program**

2.01 The SCAO will reimburse the Grantee up to **\$133,000** for the Grantee's expenses under this contract.

2.02 The grant funding is from the Michigan Drug Court Grant Program.

**3. Duration**

3.01 This contract begins on October 1, 2020, and ends on September 30, 2021, at 11:59 p.m.

**4. Terms**

4.01 This contract contains the entire agreement between the parties. It does not include any other written or oral agreements, except the following which can be found in WebGrants:

- A. Reporting requirements (see Attachment A),
- B. Assurances,
- C. Allowable/disallowable expense list,
- D. Conditions on expenses, and
- E. Approved grant budget.

**5. "Grantee's Agents" Defined**

5.01 The Grantee may partner with other parties to assist with contract performance. In this contract, the term "Grantee's agents" will refer to the Grantee's employees, contractors, subcontractors, vendors, and subrecipients.

**6. Change in Grantee Contacts**

6.01 The Grantee must submit written notification to SCAO, through a contract

amendment using WebGrants, of any change in project director, agency contact, financial officer, Authorizing Official defined in Section 29 of this contract, address, e-mail, or telephone number.

## **7. Relationship and Duties**

7.01 The Grantee and Grantee's agents are not SCAO employees.

7.02 The Grantee and Grantee's agents are not eligible for any employer-employee benefits from the SCAO. This includes retirement benefits, pensions, insurance, fringe benefits, workers compensation, training, holiday pay, sick pay, vacation pay, and other benefits that can arise out of an employer-employee relationship.

7.03 The Grantee is responsible for workers compensation and other employee benefits for services performed under this contract.

7.04 The Grantee and Grantee's agents may not enter into contracts for the SCAO.

7.05 The Grantee will pay all taxes regarding activities under this contract.

7.06 Except for the grant amount, the SCAO and the Michigan Supreme Court have no financial obligation to the Grantee.

7.07 The Grantee agrees to comply with all of the contract terms, including the reporting requirements, assurances, allowable/disallowable expense list, conditions on expenses, and approved grant budget.

## **8. Reimbursement and Budget**

8.01 This is a reimbursement-based grant for services rendered.

8.02 The Grantee's expenses are eligible for reimbursement only after the Grantee has paid the expense.

8.03 The Grantee's expenses are eligible for reimbursement only if the Grantee incurred the expense during the time period that this contract is effective. Consumable expenses, such as drug tests, are eligible for reimbursement only if the item can reasonably be consumed (and the Grantee incurred the expense) during the time period that this contract is effective.

8.04 The Grantee's expenses are eligible for reimbursement only if included on the allowable expense list and the approved budget.

8.05 The Grantee's expenses are eligible for reimbursement only after the Grantee has exhausted all other available funding options. Examples of potential other funding options include local court or county funding, federal funding, participant fees, and partnerships with nonprofit organizations. If the Grantee has other available funding options but relies on the grant funding under this contract first, the SCAO may reduce the reimbursement amount by an amount that is equal to the other available funding options.

8.06 Reimbursements for travel expenses (such as mileage) may not exceed the lesser of the Grantee's travel rates or the State of Michigan travel rates.

8.07 The Grantee may request to amend the grant budget by submitting a Contract Amendment in WebGrants. The SCAO must approve any request to amend the grant budget.

8.08 The Grantee must request expense reimbursement four times per year (see Attachment A). The request to reimburse each expense must include the hourly rate or cost per unit, amount of hours worked or number of units, a description of services provided, the date of the expense, the amount requested, and proof that the Grantee has paid the expense. The grant will not reimburse flat fees.

8.09 The SCAO will reimburse expenses upon their approval of all or part of the Grantee's reimbursement request.

8.10 The Grantee must sign up through the online vendor system to receive



reimbursement payments via electronic funds transfers or direct deposits. To register, go to the Department of Technology, Management, and Budget's [website](#).

## **9. Religious Programming**

9.01 The Grantee will not spend grant funds on a program that has a religious component.

9.02 Before the Grantee refers a person to, or provides a person with, a program with a religious component, the Grantee must do the following: (1) allow the person to choose whether to participate in the program, (2) ensure that a person who chooses to not participate is not penalized, and (3) provide at least one secular option.

## **10. Assignment**

10.01 The Grantee may not assign any portion of this contract except with prior written approval of the SCAO.

## **11. Procurement Contracts and Subrecipient Subcontracts**

11.01 The Grantee may enter into procurement contracts and subrecipient subcontracts for activities under this grant.

11.02 The Grantee must provide the SCAO with copies of any procurement contracts if the SCAO requests them.

11.03 The Grantee must provide the SCAO with copies of any subrecipient subcontracts prior to requesting reimbursement. The subrecipient subcontracts must be uploaded in WebGrants.

11.04 The Grantee must include all of the terms from this contract in all subrecipient subcontracts

## **12. Confidential Information**

12.01 All medical and treatment information of participants served under this contract is confidential. The SCAO and the Grantee agree that this information will not be disclosed except as allowed by law.

12.02 The Grantee agrees to comply with the Health Insurance Portability and Accountability Act (HIPAA), 42 CFR Part 2, and the Michigan Mental Health Code. Some of these requirements include the following:

- A. The Grantee and Grantee's agents must not share information that is protected under HIPAA, 42 CFR Part 2, or the Michigan Mental Health Code. The Grantee is liable for the unauthorized use or disclosure of protected information. This includes data and information that the SCAO provides to the Grantee.
- B. The Grantee must include in any procurement contract and subrecipient subcontract that the Grantee's agents must not share protected information. This includes data and information that the SCAO provides to the Grantee.
- C. The Grantee must have written policies and procedures about using and disclosing protected information. The policies and procedures must include that the Grantee restricts their employees' access to protected information.
- D. The Grantee must have a policy to report to the SCAO unauthorized use or disclosure of protected information.

12.03 During contract performance, the Grantee and Grantee's agents might learn information about the SCAO and the SCAO's activities. This information is confidential, and the Grantee and Grantee's agents may not disclose this information unless the SCAO agrees in writing. If law or court order requires disclosure, before the Grantee or any of the Grantee's agents disclose the information, the Grantee must notify the SCAO of the disclosure as soon as practical and the SCAO will have a reasonable opportunity to respond. The Grantee agrees to keep this information confidential after this contract ends.

### **13. Rights to Work Product, Inventions, and Improvements**

13.01 All work product prepared by the Grantee or Grantee's agents belongs to the SCAO, and the SCAO can obtain original versions of the work product.

13.02 The SCAO has the exclusive right to copyright, patent, publish, and distribute all work products prepared by the Grantee or Grantee's agents.

13.03 The Grantee must disclose in writing to the SCAO Problem-Solving Court Manager all inventions and improvements developed by the Grantee or Grantee's agents. The Grantee's disclosure must include the features that are new or different. Any invention or improvement belongs to the SCAO.

13.04 The Grantee and Grantee's agents affirm/warrant that they have not developed any inventions or improvements before entering into this contract.

### **14. Insurance**

14.01 The Grantee must have insurance or an amount set aside in its local budget to cover all reasonable claims related to the Grantee's and Grantee's agents' activities under this contract.

### **15. Liability**

15.01 The Grantee is responsible for liabilities and expenses that result from the Grantee's performance or nonperformance under this contract. This subsection does not waive governmental immunity.

15.02 The Grantee warrants that, before entering into this contract, it is not subject to any liabilities or expenses that could interfere with contract performance.

15.03 The SCAO is not responsible for liabilities and expenses that result from the Grantee's or Grantees' agents' performance, nonperformance, or property.

### **16. Financial Records, Retention, and Inspection**

16.01 The Grantee agrees that all expenses comply with the standard procedures of the Grantee's funding unit.

16.02 The Grantee agrees to maintain financial records that follow generally accepted accounting principles.

16.03 The Grantee must maintain an accounting system with grant financial records that is separate from the Grantee's other financial records.

16.04 The Grantee must retain all financial records related to this contract for at least five years after the SCAO's final reimbursement to the Grantee. The Grantee is responsible for the costs to retain these records.

16.05 If an audit begins before the five-year period expires, and it extends past that period, the Grantee must retain all records until the audit is complete. Based on the audit, the SCAO may adjust reimbursement payments. If the audit reveals that the SCAO overpaid the

Grantee, the Grantee must immediately refund those amounts to the SCAO.

16.06 The Grantee agrees that the Michigan Supreme Court, the SCAO, the Michigan Department of Treasury, the State Auditor General, and these parties' authorized representatives may upon notification audit and copy the Grantee's grant financial records.

## **17. Grant Reporting**

17.01 The Grantee agrees to follow the grant reporting requirements in Attachment A.

17.02 If a report from Attachment A is 30 days late, the SCAO will send a notice to the Grantee that it has 15 days to submit the report.

17.03 The Grantee agrees to enter data as required by the SCAO into the Drug Court Case Management Information System for each person the Grantee has screened for or accepted into the program.

## **18. Suspension, Termination, and Reduction**

18.01 Either party may suspend or terminate this contract without cause by notifying the other party in writing. The notice must include the effective date of the suspension or termination and be given at least 15 days before the effective date.

18.02 The SCAO may immediately suspend or terminate this contract in whole or in part without penalty if funding is unavailable due to appropriation or budget shortfalls.

18.03 The SCAO may immediately suspend or terminate this contract if the SCAO determines that the Grantee is not certified as required in Section 24 of this contract.

18.04 The SCAO may immediately suspend or terminate this contract if the SCAO determines that the Grantee is not making sufficient progress toward project goals.

18.05 The SCAO may immediately suspend or terminate this contract if the Grantee does not comply with a contract term, including the reporting requirements, assurances, allowable/disallowable expense list, conditions on expenses, and approved grant budget.

18.06 The SCAO may immediately suspend or terminate this contract if any report from section 17 is at least 45 days late.

18.07 The SCAO may immediately suspend or terminate this contract if the Grantee or any of the Grantee's agents are charged with a criminal offense.

18.08 If the SCAO terminates this contract under 18.05, 18.06, or 18.07, the Grantee is not eligible for SCAO grant funding for two years. After the two-year period, the Grantee must verify in writing that they have corrected the issues.

18.09 The SCAO may reduce the Grantee's grant amount at any time if the SCAO determines that the Grantee is not reasonably likely to fully expend the grant funds by the time this contract ends.

## **19. Compliance with Laws**

19.01 The Grantee must comply with all federal, state, and local laws.

## **20. Michigan Law**

20.01 Michigan law governs this contract.

## **21. Conflict of Interest**

21.01 The Grantee warrants that it has no personal or financial interest that conflicts with contract performance.

## **22. Debt to State of Michigan**

22.01 The Grantee hereby affirms that it does not owe money to the State of Michigan or its agencies.

## **23. Contract Dispute**

23.01 If the Grantee intends to sue the SCAO for breach of contract, the Grantee must notify the SCAO in writing within seven days of the alleged breach. The notice must include the contract terms that the Grantee alleges the SCAO breached and details about the alleged breach.

## **24. Certification**

24.01 Under Michigan law, the SCAO must certify the Grantee in order for the Grantee to begin or to continue to operate a drug court, sobriety court, hybrid drug/sobriety court, family dependency treatment court, veterans treatment court, or mental health court. If the Grantee is not certified, the Grantee may not perform any of the functions of that program type and is not eligible to receive grant funding under the law and under this contract.

## **25. Program Review and Certification Site Visit**

25.01 The SCAO may review the Grantee onsite. As part of the review, the SCAO may interview the program's team members, observe staff meetings and status review hearings, review case files, review data, and review financial records.

## **26. Amendment**

26.01 The parties may amend this contract only with a writing signed by both parties.

26.02 The Grantee may request to amend the grant budget and grant application in WebGrants. The SCAO must approve requests to amend the grant budget and grant application.

## **27. Contact Person**

27.01 The Grantee's contact person is:

Mark Neson  
14B District Court  
7200 S. Huron River Drive  
Ypsilanti, MI 48197  
nelsonm@washtenaw.org

27.02 The SCAO's contact person is:

Andrew Smith  
State Court Administrative Office  
Michigan Hall of Justice  
P.O. Box 30048  
Lansing, MI 48909  
SmithA@courts.mi.gov

## **28. Signature of Parties**

28.01 This contract is not effective unless signed by both parties.

## 29. Grantee's Authorizing Official

29.01 The Grantee's "Authorizing Official" is the individual who signs this contract. The Authorizing Official must be a person who is authorized to enter into a binding contract for the Grantee. *The Authorizing Official may not be a judge or other state employee.* The Authorizing Official might be from the Executive or Legislative Branch of the Grantee — for example, the Authorizing Official might be the County Administrator, Chairman of the Board of Commissioners, Court Administrator, City Manager, Legal Counsel, Finance Director, or Mayor.

29.02 Only one person may sign this contract as the Grantee's Authorizing Official. The Grantee might have more than one individual who is authorized to enter into binding contracts for the Grantee that is receiving funds, or the Grantee's local rules might provide that multiple people must sign contracts. In either case, the Authorizing Official's signature on this contract represents the mutual agreement and acceptance of this contract by all persons who are authorized to enter into binding contracts for the Grantee.

## 30. Electronic Signatures and DocuSign Review Process


30.01 The signatures on this contract are electronic through the DocuSign system.

30.02 The DocuSign system requires an agent of the Grantee to send this contract to the Grantee's Authorizing Official for the Authorizing Official's review and signature. Selecting from the dropdown menu in DocuSign confirms that the contract can be sent to the Grantee's Authorizing Official for signature.


30.03 The DocuSign system requires an SCAO staff member to send this contract to an agent of the SCAO for review and signature.

### 14B District Court Hybrid DWI/Drug Court

  
Authorizing Official's Signature

  
Authorizing Official's Name

  
Authorizing Official's Title

  
Date Signed by Authorizing Official

### State Court Administrative Office

\_\_\_\_\_  
Authorizing Official's Signature

\_\_\_\_\_  
Authorizing Official's Name

\_\_\_\_\_  
Authorizing Official's Title

\_\_\_\_\_  
Date Signed by Authorizing Official

**ATTACHMENT A**  
**MICHIGAN DRUG COURT GRANT PROGRAM**  
**FY 2021 REPORTING REQUIREMENTS**  
**October 1, 2020, through September 30, 2021**

<b>DCCMIS DATA EXCEPTION REPORT</b>	
<b>DUE DATE</b>	<b>NOTE</b>
<b>February 15, 2021</b>	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of <b>October 1, 2020, through December 31, 2020.</b>
<b>May 15, 2021</b>	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of <b>January 1, 2021, through March 31, 2021.</b>
<b>August 15, 2021</b>	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of <b>April 1, 2021, through June 30, 2021.</b>
<b>November 15, 2021</b>	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of <b>July 1, 2021, through September 30, 2021.</b>

<b>DCCMIS USER AUDIT</b>	
<b>DUE DATE</b>	<b>NOTE</b>
<b>January 31, 2021</b>	Courts will be confirming user access to DCCMIS.

<b>CLAIMS</b>	
<b>DUE DATE</b>	<b>NOTE</b>
<b>January 10, 2021</b>	Courts will be reporting on expenditures from <b>October 1, 2020, through December 31, 2020.</b>
<b>April 10, 2021</b>	Courts will be reporting on expenditures from <b>January 1, 2021, through March 31, 2021.</b>
<b>July 10, 2021</b>	Courts will be reporting expenditures from <b>April 1, 2021, through June 30, 2021.</b>
<b>October 10, 2021</b>	Courts will be reporting expenditures from <b>July 1, 2021, through September 30, 2021.</b>

<b>PROGRESS</b>	
<b>DUE DATE</b>	<b>NOTE</b>
<b>October 30, 2021</b> Year-End Report	Courts will be reporting on progress made during the grant period – <b>October 1, 2020, through September 30, 2021.</b>



## CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING (CESF)

### GRANT CONTRACT

#### Grant Agreement

hereinafter referred to as the "Agreement"

between

#### Michigan State Police

hereinafter referred to as the "Department"

and

#### Ypsilanti Township -14B District Court

7200 South Huron River Drive  
Ypsilanti, Michigan 48197  
Federal ID: 38-6007433

hereinafter referred to as the "Contractor"  
for

MSP Project Number: CESF-8-81-0299

#### I. Period of Agreement:

This Agreement shall commence on **3/01/2020** and continue through **09/30/2021**.

This Agreement is in full force and effect for the period specified.

#### II. Funding Source and Agreement Amount:

This Agreement is designated as a subrecipient relationship with the following stipulations:

- A. Including federal funds and required local match, the total amount of this Agreement is \$22,449.60.
- B. The Department, under the terms of this Agreement, will provide federal pass-through funding not to exceed \$22,449.60.
- C. The Catalog of Federal Domestic Assistance (CFDA) number is 16.034.
- D. The CFDA Title is Coronavirus Emergency Supplemental Funding (CESF).
- E. The federal agency name is U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance.
- F. The federal grant award number is 2020-VD-BX-0434.
- G. The federal program title is FY 20 Coronavirus Emergency Supplemental Funding Program.

#### III. Grant Summary:

Since the declaration of the State of Emergency the court has engaged in ongoing planning and response to COVID-19 pandemic. We have worked with partners locally and on the State level to continue to provide service to users of the court. With careful planning the court continues modified operations to ensure the safety of the public and court staff as it works toward returning to full capacity.

#### IV. Program Budget:

The agreed upon Program Budget for this Agreement is referenced herein as Attachment 1, which is part of this Agreement through reference. Any change to the Program Budget, by either the Contractor or Department, requires a formal Amendment submitted to the Department.

Budget deviation allowances are not permitted.

**V. Amendments:**

Any change proposed by the Contractor which would affect the Department funding of any project, in whole or in part, must be submitted in writing to the Department for approval immediately upon determining the need for such change. Changes made to this Agreement are only valid if accepted by both the Contractor and the Department.

**VI. Contractor Responsibilities:**

The Contractor, in accordance with the general purposes and objectives of this Agreement, will:

**A. Publication Rights:**

1. The Contractor shall give recognition to the Department in any and all publications, papers and presentations arising from the program (including from subcontractors) herein by placing the following disclaimer on any and all publications, papers and presentations:  
  
*This project is supported by Michigan's FY 20 Coronavirus Emergency Supplemental Funding Program # 2020-VD-BX-0434, awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice (DOJ), and administered by the Michigan State Police (MSP). Points of view or opinions contained within this document do not necessarily represent the official position or policies of the DOJ or the MSP.*
2. The Department shall, in return, give recognition to the Contractor when applicable.
3. Where activities supported by this Agreement produce books, films, or other such copyrightable materials issued by the Contractor, the Contractor may copyright such but shall acknowledge that the Department reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials and to authorize others to reproduce and use such materials. This cannot include service recipient information or personal identification data.
4. Any copyrighted materials or modifications bearing acknowledgment of the Department's name must be approved by the Department prior to reproduction and use of such materials.

**B. Reporting Responsibilities:**

Failure to comply with any reporting responsibilities identified in this Agreement may result in withholding grant payment(s) or the cancellation of grant award. The Contractor's lack of compliance will also be taken into account when considering future grant applications to, and awards from, the Department.

**C. Uniform Crime Report (UCR):**

The Contractor, and all of its subcontractors, must comply with 1968 PA 319, as amended. This law requires county sheriff's departments, as well as city, village, and township police departments to submit monthly UCR data to the Department.

**D. Financial Reporting Requirements:**

Financial reporting requirements shall be followed as defined within this section.

**1. Reimbursement Method/Mechanism:**

- a. All Contractors must register as a vendor to receive State of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits. Vendor registration information is available on the State of Michigan SIGMA Vendor Self Service (VSS) website located at <https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>.
- b. This Agreement is reimbursement only. The Contractor must document that expenditures have been paid by local sources before requesting reimbursement from the Department.



- c. Reimbursement from the Department is based upon the understanding that Department funds will be paid up to the total Department allocation as agreed upon in the approved Budget. Department funds are the first source after the application of fees and earmarked sources unless a specific local match condition exists.
  - d. Should the Contractor discover an error in a previous reimbursement request, the Contractor shall immediately notify the Department and refund to the Department any funds not authorized for use under this Agreement and any payments or funds advanced to the Contractor in excess of allowable reimbursable expenses.
- 2. **Financial Status Report (FSR) Submission:**

Once the Agreement has been signed and accepted, regardless of when this occurs, the Contractor is responsible for preparing and submitting an FSR for each quarter of the Agreement period. The various FSRs are outlined below:

  - a. **FSR:**

FSRs must be prepared and submitted to the Department no later than 20 days after the close of each reporting period. An example is found in Attachment 2, which is part of this agreement through reference. Each reporting period's reimbursement request may only contain expenses from that reporting period. Reimbursement requests that include more than one reporting period's expenditures may not be granted and will be returned to the Contractor for explanation and/or correction and re-submission.
  - b. **Obligation Report:**

An Obligation Report, based on annual guidelines, is a one-time FSR and must be submitted by the specified due date. In this report, the Contractor will provide to the Department an estimate of total expenditures for the date-specific Agreement period. The information from this report will be used to record the Department's year-end accounts payables and receivables for this Agreement.
  - c. **Final FSR:**

A Final FSR is due 20 days following the end of the fiscal year or Agreement period specified. Final FSRs not received from the Contractor by the due date may result in the loss of funding requested on the Obligation Report and/or a potential reduction in the subsequent year's award, if/when applicable.
- 3. **Unobligated Funds:**

Any unobligated balance of funds held by the Contractor at the end of the Agreement period will be returned to the Department or treated in accordance with instructions provided by the Department.
- 4. **Program Income:**

The DOJ regulations allow Contractors to keep funds (program income) derived from grant activities, so long as these funds are used for the same purposes as the grant project. In the absence of such regulations, these funds would be required to be returned to the DOJ.

Program income means the gross income earned by the Contractor during the Agreement period as a direct result of the grant project.

All income generated as a direct result of a Department-funded project shall be deemed program income.

Program income may be used to further program objectives under this Agreement or may be refunded to the Department. Program income must be used for the purposes of, and under the conditions applicable to, the award specified in this Agreement. Program income may only be used for allowable program costs.

Asset forfeiture and treatment/lab fees are the most prominent program income derived from grant activity. The DOJ regulations require that program income be held in the custody of a governmental entity, with reporting on those funds to the State Administrative Agency (the Department).

When applicable, Program Income Reports (GCSD-208B) are to be filed quarterly with Contractor's FSR.

Any program not earning program income must fill out and submit to the Department a Program Income Waiver Report (GCSD-208A) within 30 days of the acceptance of this Agreement.

5. **Audits:**

This section applies to Contractors designated as subrecipients. Contractors designated as vendors are exempt from the provisions of this section.

a. **Single Audit:**

Contractors that expend \$750,000 or more in federal funds in a fiscal year after December 26, 2014, must submit a Single Audit prepared consistent with the Single Audit Act Amendments of 1996, and Office of Management and Budget (OMB) Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," as revised or 2 C.F.R. 200.501. Contractors must also submit a Corrective Action Plan for any audit findings that impact Department-funded programs and a management letter (if issued) with a response.

b. **Financial Statement Audit:**

Contractors exempt from the Single Audit requirements that receive \$500,000 or more **in total funding** from the Department in state and federal grant funding must submit to the Department a Financial Statement Audit prepared in accordance with generally accepted auditing standards (GAAS). Contractors exempt from the Single Audit requirements that receive less than \$500,000 of total Department grant funding must submit to the Department a Financial Statement Audit prepared in accordance with GAAS if the audit includes disclosures that may negatively impact Department-funded programs including, but not limited to fraud, financial statement misstatements, and violations of contract and grant provisions.

c. **Due Date and Submission Information:**

The required audit and any other required submissions (e.g., Corrective Action Plan and management letter with a response), must be submitted to the Department within nine months after the end of the Contractor's fiscal year to:

Michigan Department of State Police  
Grants and Community Services Division  
Attn: Grants Coordination Unit  
P.O. Box 30634  
Lansing, Michigan 48909-0634

d. **Penalty:**

i. **Delinquent Single Audit or Financial Statement Audit:**

If the Contractor does not submit the required Single Audit reporting package, management letter (if issued) with a response, and Corrective Action Plan; or the Financial Statement Audit and management letter (if issued) with a response within nine months after the end of the Contractor's fiscal year and an extension has not been approved by the cognizant or oversight agency for audit, the Department may withhold from the current funding an amount equal to five percent of the audit year's grant funding (not to exceed \$200,000) until the required filing is received by the Department. The Department may retain the amount withheld if the Contractor is more than 120 days delinquent in meeting the filing requirements and an extension has not been approved by the cognizant or oversight agency for audit. The Department may terminate the current grant if the Contractor is more than 180 days delinquent in meeting the filing requirements and an extension has not been approved by the cognizant or oversight agency for audit.

ii. **Delinquent Audit Status Notification Letter:**

Failure to submit the Audit Status Notification Letter, when required, may result in withholding from the current funding an amount equal to one percent of the audit year's grant funding until the Audit Status Notification Letter is received.

e. **Other Audits:**

The Department or federal agencies may also conduct or arrange for "agreed upon procedures" or additional audits to meet their needs.

E. **Equipment Purchases and Title:**

Any Contractor equipment purchases supported in whole or in part through this Agreement must be listed in an Equipment Inventory Schedule (attachment 5). Equipment means tangible, non-expendable, personal property having useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Title to items having a unit acquisition cost of less than \$5,000 shall vest with the Contractor upon acquisition. The Department reserves the right to retain or transfer the title to all items of equipment having a unit acquisition cost of \$5,000 or more, to the extent that the Department's proportionate interest in such equipment supports such retention or transfer of title.

All purchases supported in whole or in part through this Agreement must use procurement procedures that conform to the Contractor's local requirements.

F. **Record Maintenance/Retention:**

Maintain adequate program and fiscal records and files, including source documentation to support program activities and all expenditures made under the terms of this Agreement, as required. Assure that all terms of this Agreement will be appropriately adhered to and that records and detailed documentation for the project or program identified in this Agreement will be maintained (may be off site) for a period of not less than four years from the date of grant closure, the date of submission of the Final FSR, or until litigation and audit findings have been resolved. All retention record guidelines set by the local jurisdiction (Contractor) must be adhered to if they require additional years beyond retention guidelines stated herein.

G. **Authorized Access:**

Permit upon reasonable notification and at reasonable times, access by authorized representatives of the Department, Program Evaluators (contracted by the Department), Federal Grantor Agency, Comptroller General of the United States and State Auditor General, or any of their duly authorized representatives, to records, files, and documentation related to this Agreement, to the extent authorized by applicable state or federal law, rule, or regulation.

The Department may conduct on-site monitoring visit(s) and/or grant audit(s) any time during the grant period. All grant records and personnel must be made available during any visit, including subcontractors, if requested.

The Department may request that a funded program be evaluated by an outside evaluation team contracted by the Department. Contractors shall work cooperatively with the evaluation team in such a manner that the program be able to be fully reviewed and assessed.

H. **Subcontractor/Vendor Monitoring:**

The Contractor must ensure that each of its subcontractors comply with the Single Audit Act of 1984, as amended, 31 U.S.C. 7501 *et seq.* requirements and must issue management decisions on audit findings of their subcontractors as required by OMB Circular A-133. The Contractor is responsible for reviewing all single audit adverse findings and ensuring that corrective actions are implemented. The Contractor will ensure subcontractors forward all single audits covering grant funds administered through the Department to the Contractor.

The Contractor must ensure that subcontractors are expending grant funds appropriately as approved and as specified through this Agreement and must conduct monitoring activities to ensure compliance with all associated laws, regulations, and provisions as well as ensure that performance goals are

achieved. The Contractor must ensure compliance for for-profit subcontractors as required by OMB Circular A-133, Section 210(e). The Contractor must ensure that transactions with vendors comply with laws, regulations, and provisions of contracts or grant agreements in compliance with OMB Circular A-133, Section 210(f).

1. **Subcontracts:**

Assure for any subcontracted service, activity, or product:

- a. That the Contractor will submit copies of all executed subcontracts within 60 days of the execution of this Agreement. Subcontracts should cover all personnel contained in the "contractual" line item within the grant budget. Each listed agency shall have its own subcontract signed by the Contractor and an employee of the subcontracted agency that is authorized to enter into legally binding contracts for the entity receiving funds. The failure to submit these documents to the Department within 60 days may result in withholding future payment or other penalties, as determined by the Department.
- b. That a written subcontract is executed by all affected parties prior to the initiation of any new subcontract activity. Exceptions to this policy may be granted by the Department upon written request within 30 days of execution of this Agreement.
- c. That any executed subcontract to this Agreement shall require the subcontractor to comply with all applicable terms and conditions of this Agreement, including all Certifications and Assurances referenced in this Agreement.
- d. That, in the event of a conflict between this Agreement and the provisions of the subcontract, the provisions of this Agreement shall prevail. A conflict between this Agreement and a subcontract, however, shall not be deemed to exist where the subcontract:
  - i. Contains additional non-conflicting provisions not set forth in this Agreement;
  - ii. Restates provisions of this Agreement to afford the Contractor the same or substantially the same rights and privileges as the Department; or,
  - iii. Requires the subcontractor to perform duties and/or services in less time than that afforded the Contractor in this Agreement.
- e. That the subcontract does not affect the Contractor's accountability to the Department for the subcontracted activity.
- f. That any billing or request for reimbursement for subcontract costs is supported by a valid subcontract and adequate source documentation on costs and services. All subcontractors must submit requests for reimbursement to the Contractor in a timely manner such that the Contractor can include these requests on the proper reporting period FSR. **Subcontractors must be paid within 30 days of receipt of invoice by the subcontractor.**

I. **Notification of Modifications:**

The Contractor must provide timely notification to the Department, in writing, of any action by its governing board or any other funding source that would require or result in significant modification in the provision of services, funding, or compliance with operational procedures.

J. **Software Compliance:**

The Contractor must ensure software compliance and compatibility with the Department's data systems for services provided under this Agreement including, but not limited to: stored data, databases and interfaces for the production of work products, and reports. All required data under this Agreement shall be provided in an accurate and timely manner without interruption, failure, or errors due to the inaccuracy of the Contractor's business operations for processing date/time data.

K. **Notification of Criminal or Administrative Investigations/Charges:**

If any employee of the Contractor associated with this grant project becomes aware of a criminal or

administrative investigation or charge that directly or indirectly involves grant funds referenced in this Agreement, the Contractor shall immediately notify the Department's contract manager in writing that such an investigation is ongoing or that a charge has been issued.

**VII. Department Responsibilities:**

The Department, in accordance with the general purposes, objectives, and terms and conditions of this Agreement, will provide reimbursement based upon appropriate reports, records, and documentation maintained by the Contractor.

**VIII. Department Contract Manager/Administrator of the Agreement:**

The individual acting on behalf of the Department in administering this Agreement as the Contract Manager is:

Ms. Nancy Becker Bennett, Division Director  
Michigan State Police  
Grants and Community Services Division  
P.O. Box 30634  
Lansing, MI 48909-0634

Telephone: (517) 898-9496  
Email: becker\_n@michigan.gov

**IX. Agreement Suspension/Termination:**

The Department and/or the Contractor may suspend and/or terminate this Agreement without further liability or penalty to the Department for any of the following reasons:

- A. This Agreement may be suspended by the Department if any of the terms of this Agreement are not adhered to. Suspension requires immediate action by the Contractor to comply with the terms of this Agreement; otherwise, termination by the Department may occur.
- B. Failure of the Contractor to make satisfactory progress toward the project completion.
- C. Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding.
- D. Filing false certification in this Agreement or other report or document.
- E. This Agreement may be terminated by either party by giving 15 days written notice to the other party. Such written notice will provide valid, legal reasons for termination along with the effective date.
- F. This Agreement may be terminated immediately if the Contractor, an official of the Contractor, or an owner is convicted of any activity referenced in Section VI, M, of this Agreement during the term of this Agreement or any extension thereof.

**X. Final Reporting Upon Termination:**

Should this Agreement be terminated by either party, within 30 days after the termination, the Contractor shall provide the Department with all financial, performance, and other reports required as a condition of this Agreement. The Department will make payments to the Contractor for allowable reimbursable costs not covered by previous payments or other state or federal programs. The Contractor shall immediately refund to the Department any funds not authorized for use and any payments or funds advanced to the Contractor in excess of allowable reimbursable expenditures.

**XI. Severability:**

If any provision of this Agreement or any provision of any document attached to or incorporated by reference is waived or held to be invalid, such waiver or invalidity shall not affect other provisions of this Agreement.

**XII. Liability:**

- A. To the extent allowed by law, all liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Contractor in the performance of this Agreement shall be the responsibility of the Contractor, and not the responsibility of the 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 Contractor, any subcontractor, or anyone directly or indirectly employed by the Contractor, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Contractor or its employees by statute or court decisions.
- B. All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by the Department in the performance of this Agreement shall be the responsibility of the Department, and not the responsibility of the Contractor, if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any Department employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity by the state of Michigan, its agencies (the Department), or employees as provided by statute or court decisions.
- C. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Contractor and the Department in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the Contractor and the Department in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the Contractor, the state of Michigan, its agencies (the Department), or their employees, respectively, as provided by statute or court decisions.

**XIII. Special Conditions:**

- A. This Agreement is valid upon approval and execution by the Department.
- B. This Agreement is conditionally approved subject to and contingent upon the availability of funds.
- C. The Department will not assume any responsibility or liability for costs incurred by the Contractor prior to the full execution of this Agreement.
- D. All special conditions placed on the Department by the Department of Justice federal grant award document for grant 2020-VD-BX-0434 are agreed to by the Contractor. A copy of award 2020-VD-BX-0434 is included as an attachment for reference.
- E. The Contractor agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

**XIV. Certifications and Assurances:**

These Certifications and Assurances are applicable to the Contractor and all subcontractors of the Contractor. It is the Contractor's responsibility to ensure that subcontractors are adhering to the Certifications and Assurances. Failure to do so may result in termination of grant funding or other remedies.

**A. Certifications:**

Contractors should refer to the regulations cited below to determine the certification to which they are required to attest. Acceptance of this Agreement provides for compliance with certification requirements under 28 C.F.R. Part 69, "New Restrictions on Lobbying," 28 C.F.R. Part 67, "Government-wide Debarment and Suspension (Non-procurement)," and 28 C.F.R. Part 83, "Government-wide Requirements for Drug-Free Workplace (Grants)."

**B. Lobbying:**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 C.F.R. Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 C.F.R. Part 69, the Contractor certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and,
3. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**C. Debarment, Suspension, and Other Responsibility Matters (Direct Recipient):**

Pursuant to Executive Order 12549 (Debarment and Suspension), and implemented at 2 C.F.R. Part 2867, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 2867, Section 2867.20(a):

1. The Contractor certifies that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Have not within a two-year period preceding this application been convicted of a felony criminal violation under any federal law, unless such felony criminal conviction has been disclosed in writing to the Office of Justice Programs (OJP) at [ojpcompliancereporting@usdoj.gov](mailto:ojpcompliancereporting@usdoj.gov), and, after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Department and U.S. Government in this case.
  - d. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
  - e. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.



**D. Federal Taxes:**

If the applicant is a corporation, the applicant certifies that either (1) the corporation has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to OJP at [ojpcompliance@usdoj.gov](mailto:ojpcompliance@usdoj.gov), and after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Department and U.S. Government in this case.

**E. Drug-Free Workplace:**

1. As required by the Drug-Free Workplace Act of 1988, and implemented at 28 C.F.R. Part 83, Subpart F, as defined at 28 C.F.R. Sections 83.620 and 83.650 the Contractor certifies that it will provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
  - b. Establishing an ongoing drug-free awareness program to inform employees about:
    - i. The dangers of drug abuse in the workplace;
    - ii. The Contractor's policy of maintaining a drug-free workplace;
    - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and,
    - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
  - c. Making it a requirement that each employee who will be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) of this section.
  - d. Notifying the employee in the statement required by paragraph (a) of this section that, as a condition of employment under the grant, the employee will:
    - i. Abide by the terms of the statement; and,
    - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
  - e. Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d) (ii) of this section from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

Department of Justice  
Office of Justice Programs  
Attn: Control Desk  
810 7th Street, N.W.  
Washington, D.C. 20531

Notice shall include the identification number(s) of each affected grant.

- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(ii) of this section, with respect to any employee who is so convicted:
  - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or,

- ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (a), (b), (c), (d), (e), and (f) above.

**F. Standard Assurances:**

The Contractor hereby assures and certifies compliance with all applicable federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Executive Order 12372 (Intergovernmental Review of Federal Programs); and, 28 C.F.R. Parts 66 or 70 (administrative requirements for grants and cooperative agreements). The Contractor also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. Parts 18, 22, 23, 30, 35, 38, 42, 61 and 63, and the award term in 2 C.F.R. § 175.15(b).
4. It will assist the awarding agency, if necessary, in assuring compliance with section 106 of the National Historic Preservation Act of 1966, 16 U.S.C. § 470, Executive Order 11593 (Protection and Enhancement of the Cultural Environment), the Archeological and Historical Preservation Act of 1974, 16 U.S.C. § 469 a-1 *et seq.*, and the National Environmental Policy Act of 1969, 42 U.S.C. § 4321.
5. It will comply with Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), Executive Order 13559 (Fundamental Principles and Policymaking Criteria for Partnerships With Faith-based and Other Neighborhood Organizations), and the DOJ regulations on the Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part 38, which prohibits recipients from using DOJ financial assistance on inherently or explicitly religious activities and from discriminating in the delivery of services on the basis of religion. Programs and activities must be carefully structured to ensure that DOJ financial assistance is not being used for literature, classes, meetings, counseling sessions, or other activities that support twelve-step programs, which are considered to be religious in nature. The twelve-step programs must take place at a separate time or location from the activities supported with DOJ financial assistance and the participation of beneficiaries in twelve-step programs is strictly voluntary. It must make clear to any and all vendors and program participants that twelve-step programming is separate and distinct from DOJ-funded activities. It must also ensure that participants are not compelled to participate in twelve-step programs and cannot penalize a participant who chooses not to participate in a twelve-step program. It must ensure that employees fully funded by the DOJ are not involved with twelve-step programs whereby they are instructing or indoctrinating clients on the twelve steps. Employees of the Contractor or subcontractor shall clearly document the number of hours spent on secular activities associated with the DOJ-funded program and ensure that time spent on twelve-step programs is completely separate from time spent on permissible secular activities. In addition, at least one secular program must be provided as an alternative to twelve-step programming.

6. It will provide meaningful access to grant-funded programs and activities to Limited English Proficient (LEP) persons in accordance with Title VI of the Civil Rights Act of 1964 and the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. § 3789d. For a detailed discussion of the requirement to provide meaningful access to LEP persons, refer to the guidance issued by the DOJ on this matter entitled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons," 67 FR 4155-01 (June 18, 2002).

It will comply and require any and all subcontractors to comply with any applicable statutorily-imposed nondiscrimination requirements, including the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. § 3789d; the Victims of Crime Act of 1984, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 2002, 42 U.S.C. § 5672(b); the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*; the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart C; the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart D; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart G; Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132); the DOJ implementing regulations at 28 C.F.R. Part 35; the Rehabilitation Act of 1973, 29 U.S.C. § 794; the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131-34; Title IX of the Education Amendments of 1972, 20 U.S.C. §§1681, 1683, 1685-86; and, the Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-07; The DOJ regulations on the Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part 38; The Michigan Elliott-Larsen Civil Rights Act, MCL 37.2101 *et seq.*; and the Michigan Persons With Disabilities Civil Rights Act, MCL 37.1101 *et seq.*

a. **Notification:**

It may not discriminate in employment on the basis of race, color, national origin, religion, sex, and disability and may not discriminate in the delivery of services or benefits on the basis of race, color, national origin, religion, sex, disability, and age. These laws also prohibit retaliation against an individual for taking action or participating in action to secure rights protected by these laws. It shall notify all clients, customers, program participants, or consumers of the types of prohibited discrimination, as well as the complaint procedures, in writing. Notification may include placing posters in an area that may be easily viewed by all and/or providing a paper copy to each of the listed types of individuals. It shall forward all discrimination complaints to the Department as described in the complaint procedures in Attachment 7. Subcontractors, clients, customers, program participants, or consumers may also report complaints to the Office of Justice Programs (OJP)/Office for Civil Rights (OCR) or the Michigan Department of Civil Rights (MDCR) directly, as outlined in Attachment 7, but the Contractor shall notify the Department of the complaint as soon as the complaint is known. In the event that a Federal or State court, or Federal or State Administrative Agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against the Contractor or subcontractor, the Contractor shall forward a copy of the finding to the OJP/OCR and the Department.

b. **Training:**

Any and all DOJ-funded employees of the Contractor and subcontractors shall receive periodic training at least once every contract year regarding the responsibility of the entities to comply with applicable federal civil rights laws as a recipient of federal funds. The Department shall provide the Contractor with access to training developed by the OJP/OCR, which may be found at <https://www.ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm>. The DOJ-funded employees of the Contractor shall complete the required training within 90 days of the start date of this Agreement and certify that the required training has been completed by signing the OCR Compliance Training Form. New employees shall complete the required training and provide a signed OCR Compliance Training Form to the Department within 90 days of the date of hire.

c. **Monitoring:**

The Department shall ensure that the Contractor is complying with all applicable civil rights laws and procedures by completing the Federal Civil Rights Compliance Checklist, see Attachment 8, with the Contractor during site monitoring visits and desk audits.



7. It shall determine if an Equal Employment Opportunity Plan (EEOP) is required, pursuant to 28 C.F.R. 42.301 *et seq.* If the Contractor is not required to formulate an EEOP, a certification form shall be sent to the OJP/OCR and the Office of Personnel Management (OPM) indicating that an EEOP is not required. If the Contractor is required to develop an EEOP, but is not required to submit the EEOP to the OCR, a certification form shall be sent to the OCR and the Department certifying that an EEOP is on file which meets the applicable requirements. If the Contractor is awarded a grant of \$500,000 or more, and has 50 or more employees, a copy of the EEOP shall be submitted to the OJP/OCR and OPM. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption (a copy of the form shall be submitted to the OPM). Additional information about the EEOP requirements may be found at <https://www.ojp.gov/about/ocr/eeop.htm>.
8. If the Contractor is a governmental entity:
  - a. It will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, 42 U.S.C. § 4601 *et seq.*, which governs the treatment of persons displaced as a result of federal and federally-assisted programs; and,
  - b. It will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

**G. Non-Supplanting:**

It is imperative that the Contractor understand that the nonsupplanting requirement mandates that grant funds may be used only to supplement (increase) a Contractor's budget, and may not supplant (replace) state, local, or tribal funds that a Contractor, inclusive of any subcontractors, otherwise would have spent on positions and/or any other items approved in the Grant Budget if it had not received a grant award.

This means that if your agency plans to:

1. Hire new positions (including filling existing vacancies that are no longer funded in your agency's budget), it must hire these additional positions on or after the official grant award start date, above its current budgeted (funded) level of positions.
2. Rehire personnel who have already been laid off (at the time of application) as a result of state, local, or tribal budget cuts, it must rehire the personnel on or after the official grant award start date, and maintain documentation showing the date(s) that the positions were laid off and rehired.
3. Maintain personnel who are (at the time of application) currently scheduled to be laid off on a future date as a result of state, local, or tribal budget cuts, it must continue to fund the personnel with its own funds from the grant award start date until the date of the scheduled lay-off and maintain documentation showing the date(s) and reason(s) for the lay-off. For example, if the grant award start date is July 1 and the lay-off is scheduled for October 1, then the grant funds may not be used to fund the officers until October 1, the date of the scheduled layoff.

Please note that as long as your agency can document the date that the lay-off(s) would occur if the grant funds were not available, it may transfer the personnel to the grant funding on or immediately after the date of the lay-off without formally completing the administrative steps associated with a lay-off for each individual personnel.

4. Documentation that may be used to prove that scheduled lay-offs are occurring for local economic reasons that are unrelated to the availability of grant funds may include (but are not limited to) council or departmental meeting minutes, memoranda, notices, or orders discussing the lay-offs; notices provided to the individual personnel regarding the date(s) of the layoffs; and/or budget documents

ordering departmental and/or jurisdiction-wide budget cuts. These records must be maintained with your agency's grant records.

**H. Hatch Political Activity Act and Intergovernmental Personnel Act:**

The Contractor will comply with the Hatch Act of 1939, 5 U.S.C. 1501-08, and the Intergovernmental Personnel Act of 1970, as amended by Title VI of the Civil Service Reform Act of 1978, 42 U.S.C. 4728. Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.

**I. Health Insurance Portability and Accountability Act of 1996:**

To the extent that the Health Insurance Portability and Accountability Act (HIPAA) of 1996 is pertinent to the services that the Contractor provides to the Department under this Agreement, the Contractor assures that it is in compliance with the HIPAA requirements including the following:

1. The Contractor must not share any protected health data and information provided by the Department that falls within the HIPAA requirements except to a subcontractor, as appropriate under this Agreement.
2. The Contractor must require the subcontractor not to share any protected health data and information from the Department that falls under the HIPAA requirements in the terms and conditions of the subcontract.
3. The Contractor must only use the protected health data and information for the purposes of this Agreement.
4. The Contractor must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Contractor's employees.
5. The Contractor must have a policy and procedure to report to the Department unauthorized use or disclosure of protected health data and information that falls under the HIPAA requirements of which the Contractor becomes aware.
6. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Section XI, Agreement Suspension/Termination, above.
7. In accordance with the HIPAA requirements, the Contractor is liable for any claim, loss, or damage relating to unauthorized use or disclosure of protected health data and information received by the Contractor from the Department or any other source.

**XV. Unallowable Expenses and Activities:**

- Costs in applying for this grant (e.g., consultants, grant writers).
- Any expenses incurred prior to the date of this Agreement.
- Any administrative costs not directly related to the administration of this Agreement.
- Indirect cost rates or indirect administrative expenses (only direct costs permitted).
- Personnel, including law enforcement officers, not connected to the project to which this Agreement refers.
- Hazard pay.
- Lobbying or advocacy for particular legislative or administrative reform.
- Fundraising and any salaries or expenses associated with it.
- Legal fees.



- All travel including first class or out-of-state travel, unless prior approval by the Department is received.
- Promotional items, unless prior approval by the Department is received.
- One-time events, prizes, or entertainment (e.g., tours, excursions, amusement parks, sporting events), unless prior approval by the Department is received.
- Honorariums.
- Contributions and donations.
- Management or administrative training or conferences, unless prior approval by the Department is received.
- Management studies or research and development (costs related to evaluation are permitted).
- Fines and penalties.
- Losses from uncollectible bad debts.
- Purchases of land.
- Memberships and agency dues, unless a specific requirement of the project, unless prior approval by the Department is received.
- Compensation to federal employees.
- Military-type equipment such as armored vehicles, explosive devices, and other items typically associated with the military arsenal.
- Purchasing of vehicles, vessels, or aircraft, including unmanned aerial systems, commonly referred to as UAS or drones.
- New construction.
- Service contracts and training beyond the expiration of this Agreement.
- Informant fees, rewards, or buy money.
- Expert witness fees.
- Canines and horses, including any food and/or supplies relating to the upkeep of such animals.
- Livescan devices for applicant prints including any related supplies.
- Weapons, including tasers and any supplies for weapons.
- Food, refreshments, and snacks.

**Note:** No funding can be used to purchase food and/or beverages for any meeting, conference, training, or other event. Exceptions to this restriction may be made only in cases where such sustenance is not otherwise available (e.g., extremely remote areas), or where a special presentation at a conference requires a plenary address where there is no other time for sustenance to be attained. Such an exception would require prior approval from the Department and the DOJ. This restriction does not apply to water provided at no cost, but does apply to any and all other refreshments, regardless of the size or nature of the meeting. Additionally, this restriction does not impact direct payment of per diem amounts to individuals in a travel status under your organization's travel policy.

**XVI. Conditions on Expenses:**

Costs must be reasonable and necessary. If required by the local jurisdiction, costs must be sustained by competitive bids. All contracts and subcontracts require prior approval by the Department. If detailed information is not included as part of the application process, the Contractor must submit a request seeking approval once the subcontractors are identified.

Individual consultant fees are limited to \$650 (excluding travel, lodging, and meal costs) per day, which includes legal, medical, psychological, and accountant consultants. If the rate will exceed \$650 for an eight-hour day, prior written approval is required from the Department. Compensation for individual consultant services is to be responsible and consistent with that paid for similar services in the marketplace.

**XVII. Conflict of Interest:**

The Contractor and the Department are subject to the provisions of 1968 PA 317, as amended, MCL 15.321 *et seq.*, and 1973 PA 196, as amended, MCL 15.341 *et seq.*

**XVIII. State of Michigan Agreement:**

This is a state of Michigan agreement and is governed by the laws of Michigan. Any dispute arising as a result of this Agreement shall be resolved in the state of Michigan.

**XIX. Compliance with Applicable Laws:**

The Contractor will comply with applicable federal and state laws, guidelines, rules, and regulations in carrying out the terms of this Agreement. The Contractor will also comply with all applicable general administrative requirements such as OMB Circulars covering cost principles, grant/agreement principles, and audits in carrying out the terms of this Agreement.

**XX. Special Certification:**

The individual electronically accepting this Agreement certifies by his/her acceptance that he/she is authorized to sign this Agreement on behalf of the Contractor.

**XXI. Contractor Signature:**

The Authorized Official's signature below represents the Contractor's legal acceptance of the terms of this Agreement, including Certifications and Assurances.

Name of Contractor's Authorized Official <i>Brenda L. Stumbo</i> <i>Nancy Lourey Doe</i>	Signature of Contractor's Authorized Official <i>Brenda L. Stumbo</i> <i>Nancy Lourey Doe</i>	Date <i>11-19-2020</i> <i>11-18-2020</i>
Name of Department's Authorized Official Ms. Nancy Becker Bennett	Signature of Department's Authorized Official	Date



November 4, 2020

Mike Hoffmeister, CPRP  
Residential Services Director  
Charter Township of Ypsilanti  
7200 South Huron River Drive  
Ypsilanti, MI 48197

RE: Community Center Flooring Replacement - Construction Administration  
Charter Township of Ypsilanti, Michigan  
Letter Agreement for Professional Services

Mr. Hoffmeister:

At your request, we are furnishing you with this letter agreement for Construction Administration services related to the Community Center Flooring Replacement

#### **BACKGROUND**

The Charter Township of Ypsilanti has secured Community Development Block Grant funding through Washtenaw County and the U.S. Department of Housing and Urban Development (HUD) to replace flooring materials in the Ypsilanti Township Community Center containing asbestos or secured using asbestos mastic. Spicer Group has assisted the Township in preparing bidding documents and securing a contractor to perform the work. We are anticipating that the Township will award the project at its next Council meeting and, as such, we are submitting this Letter Agreement to continue assisting the Township with this project by providing Construction Administration services.

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

Spicer Group's proposed services follow. They are phased to reflect the orderly and reasonable progress of the project and, unless otherwise directed by you, we will only proceed from one phase to the next with your concurrence and approval. This proposal will remain valid for 90 days.

1. Construction Administration
  - Organize and attend a pre-construction meeting
  - Act as liaison between the contractor and Township staff during construction
  - Review product submittals
  - Respond to Requests for Information (RFI's)
  - Visit site for construction observation (Max. 5 visits)
  - Prepare change orders if necessary
  - Review and process contractor pay requests
  - Prepare punch list
  - Project Closeout (compile warranties, manuals, etc. and present to client)

We are anticipating inspection on this project will require not more than 5 site visits. We have little influence over the contractor's schedule or rate of production. Additional visits to the site may require additional compensation. We will consult with you to discuss our scope and fee prior to making additional site visits, should the need arise.

November 4, 2020  
Page 2 of 2

#### 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

We propose to perform the work outlined in our Scope of Basic Professional Services at our standard hourly rates with a **total fee not to exceed \$7,300**. We will submit monthly invoices to you for our basic professional services, any additional authorized services and any reimbursable expenses.

We have calculated these fees based on our understanding of what you want us to do and what you have told us. Should we approach the amount of the fee for any reason before we are finished with the work, if the scope changes or our understanding was incorrect, we will notify you and discuss with you the option of adjusting the amount of the fee or adjusting the scope of services.

If this proposal meets with your approval, please acknowledge this approval with authorized signatures below and return to us. Upon receipt we will start the project promptly and would expect to be completed within about 3 months.

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

Sincerely,



**Kevin J Wilks, P.E.**  
Project Manager  
Cell: (616) 550-7837  
mailto: [kevinw@spicergroup.com](mailto:kevinw@spicergroup.com)



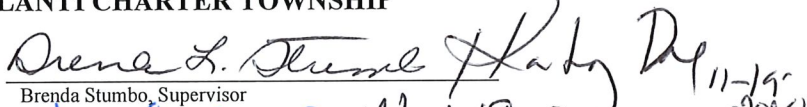
**Phil Westmoreland, P.E.**  
Senior Project Manager  
Cell: (517) 375-9449  
mailto: [philaw@spicergroup.com](mailto:philaw@spicergroup.com)

**SPICER GROUP, INC.**  
125 Helle Blvd, Suite 2  
Dundee, MI 48131

Cc: SGI File 127132PR2019

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

#### YPSILANTI CHARTER TOWNSHIP

By:   
Brenda Stumbo, Supervisor  
Date: Nov. 18, 2020 Nov 19, 2020 11-19-2020

By: \_\_\_\_\_  
Karen Lovejoy Roe, Clerk  
Date: Nov. 18, 2020

## GENERAL CONDITIONS ATTACHED TO LETTER AGREEMENT

### SECTION 1

1.1 **Preamble.** This agreement is based upon a mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, the OWNER and the PROFESSIONAL, with a positive commitment to honesty and integrity, agree to the following:

That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfill its obligations; and that each will cooperate in the common endeavor of the contract.

1.2 **Ownership of Instruments of Service.** All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the PROFESSIONAL as instruments of service shall be property of the OWNER. The PROFESSIONAL shall retain all common law, statutory and other reserved rights, including the copyright thereto.

1.3 **Covenant not to Hire.** OWNER agrees that during the term of this agreement and for a period of one (1) year thereafter that it will not hire for its own employment any person employed by the PROFESSIONAL in the performance of this agreement.

1.4 **Standard of Care.** Service performed by PROFESSIONAL under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

1.5 **Defects in Service.** OWNER and OWNER's personnel, contractors and subcontractors shall upon discovery promptly report to PROFESSIONAL any defects or suspected defects in PROFESSIONAL's work, in order that PROFESSIONAL may take prompt, effective measures which in PROFESSIONAL's opinion will minimize the consequences of a defect in service. PROFESSIONAL shall not be responsible for additional costs due to any tardiness in reporting defects in service.

1.6 **Reimbursable Expenses** mean the actual expenses incurred by PROFESSIONAL or PROFESSIONAL's independent professional associates or consultants, directly or indirectly in connection with the Project, such as expenses for; transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and courier services; reproduction of reports, drawings, specifications, bidding documents, and similar project-related items; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

1.7 **Standard Hourly Rates** used as a basis for payment mean those rates in effect at the time that the work is performed, for all PROFESSIONAL's personnel engaged directly on the Project, including, but not limited to, architects, engineers, surveyors, designers, planners, drafters, specification writers, estimators, other technical and business personnel. The Standard Hourly Rates include salaries and wages, direct and indirect payroll costs and fringe benefits. The Standard Hourly Rates of personnel of PROFESSIONAL will be adjusted periodically to reflect changes in personnel and in PROFESSIONAL's overall compensation procedures and practices.

1.8 **Limitation of Liability.** To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the PROFESSIONAL and the PROFESSIONAL's officers, directors, partners, employees and subconsultants, and any of them, to the OWNER and anyone claiming by or through the OWNER, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by the PROFESSIONAL under this Agreement, or the total amount of \$100,000.00, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

1.9 **Indemnification.** The PROFESSIONAL agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, Owner) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the PROFESSIONAL's negligent performance of professional services under this Agreement.

The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the PROFESSIONAL, its officers, directors, employees and subconsultants (collectively, Professional) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the OWNER's negligent acts in connection with the Project and the acts of its contractors, subcontractors or PROFESSIONAL or anyone for whom the OWNER is legally liable.

Neither the OWNER nor the PROFESSIONAL shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

Nothing herein shall in any way, shape or form be construed to waive Ypsilanti Township's defense of governmental immunity.

1.10 **Severability.** Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

1.11 **Survival.** Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.



1.12 **Betterment.** If, due to the PROFESSIONAL's negligence, a required item or component of the Project is omitted from the PROFESSIONAL's construction documents, the PROFESSIONAL shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the PROFESSIONAL be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

1.13 **Mediation.** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the OWNER and the PROFESSIONAL agree that all disputes between them arising out of or relating to the Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The OWNER and the PROFESSIONAL further agree to include a similar mediation provision in all agreements with independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

1.14 **Changed Conditions.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the PROFESSIONAL are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the PROFESSIONAL may call for renegotiation of appropriate portions of this Agreement. The PROFESSIONAL shall notify the OWNER of the changed conditions necessitating renegotiation, and the PROFESSIONAL and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions.

1.15 **Hazardous Materials.** Both parties acknowledge that the PROFESSIONAL's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the PROFESSIONAL or any other party encounters any hazardous or toxic materials, or should it become known to the PROFESSIONAL that such materials may be present on or about the job site or any adjacent areas that may affect the performance of the PROFESSIONAL's services, the PROFESSIONAL may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the OWNER retains appropriate PROFESSIONAL's or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the job site is in full compliance with all applicable laws and regulations.

## SECTION 2

2.1 **Assignment.** Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by the PROFESSIONAL shall not be considered an assignment for purposes of this Agreement.

2.2 **Governing Law & Jurisdiction.** The OWNER and the PROFESSIONAL agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Michigan.

2.3 **Billing and Payment Terms.** *Payment Due:* invoices shall be submitted by the PROFESSIONAL (monthly) are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the due date. *Interest:* If payment in full is not received by the PROFESSIONAL within thirty (30) calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

2.4 **Suspension of Services.** If the OWNER fails to make payments when due or otherwise is in breach of this Agreement, the PROFESSIONAL may suspend performance of service upon ten (10) calendar days' notice to the OWNER. The PROFESSIONAL shall have no liability whatsoever to the OWNER for any costs or damages as a result of such suspension caused by any breach of this Agreement by the OWNER. Upon payment in full by the OWNER the PROFESSIONAL shall resume services under this Agreement, and the time scheduled and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expenses necessary for the PROFESSIONAL to resume performance. *Termination of Services:* If the OWNER fails to make payment to the PROFESSIONAL in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the PROFESSIONAL. *Set-off, Backcharges, Discounts:* Payment of invoices shall not be subject to any discounts or set-offs by the OWNER unless agreed to in writing by the PROFESSIONAL. Payment to the PROFESSIONAL for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

2.5 **Collection of Costs.** In the event legal actions necessary to enforce the payment terms of this Agreement, the PROFESSIONAL shall be entitled to collect from the OWNER any judgement or settlement sums due, plus reasonable attorneys' fees, court costs and other expenses incurred by the PROFESSIONAL in connection therewith and, in addition, the reasonable value of the PROFESSIONAL's time and expenses spent in connection with such collection action, computed according to the PROFESSIONAL's prevailing fee schedule and expense policies.

2.6 **Delays.** The OWNER agrees that the PROFESSIONAL is not responsible for damages arising directly or indirectly from any delays for causes beyond the PROFESSIONAL's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in timely manner; failure of performance by the OWNER or the OWNER's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by the PROFESSIONAL to perform its services in an orderly and efficient manner, the PROFESSIONAL shall be entitled to an equitable adjustment in schedule and/or compensation.

**2.7 Delivery and Use of Electronic Files.** In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the PROFESSIONAL, the OWNER agrees that all such electronic files are instruments of service of the PROFESSIONAL, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The OWNER agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The OWNER agrees not to transfer these electronic files to others without the prior written consent of the PROFESSIONAL. The OWNER further agrees to waive all claims against the PROFESSIONAL resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the PROFESSIONAL.

The OWNER and the PROFESSIONAL agree that any electronic files furnished by either party shall conform to the original specifications. Any changes to the original electronic specifications by either the OWNER or the PROFESSIONAL are subject to review and acceptance by the other party. Additional services by the PROFESSIONAL made necessary by changes to the electronic file specifications shall be compensated for as Additional Services.

Electronic files furnished by either party shall be subject to an acceptance period of fourteen (14) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

The OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the PROFESSIONAL and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the PROFESSIONAL, its officers, directors, employees and subconsultants (collectively, Professional) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the PROFESSIONAL or from any reuse of the electronic files without the prior written consent of the PROFESSIONAL.

Under no circumstances shall delivery of electronic files for use by the OWNER be deemed a sale by the PROFESSIONAL, and the PROFESSIONAL makes no warranties, either expressed or implied, or merchantability and fitness for any particular purpose. In no event shall the PROFESSIONAL be liable for indirect or consequential damages as a result of the OWNER's use or reuse of the electronic files.

**2.8 Opinions of Probable Construction Costs.** In providing opinions of probable construction cost, the OWNER understands that the PROFESSIONAL has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the PROFESSIONAL's opinions of probable construction costs are

made on the basis of the PROFESSIONAL's judgement and experience. The PROFESSIONAL makes no warranty, express or implied that the bids or the negotiated cost of the Work will not vary from the PROFESSIONAL's opinion of probable construction costs.

### SECTION 3

**3.1 Verification of Existing Conditions.** Inasmuch as the remodeling and/or rehabilitation of the existing structures requires that certain assumptions be made by the PROFESSIONAL regarding existing conditions, and because some of these assumptions may not be verifiable without the OWNER's expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, the OWNER agrees to bear all costs, losses and expenses, including the cost of the PROFESSIONAL's Additional Services, arising from the discovery of concealed or unknown conditions in the existing structure.

**3.2 Construction Observation.** The PROFESSIONAL shall visit the site if authorized at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the OWNER and the PROFESSIONAL, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the PROFESSIONAL, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

Based on this general observation, the PROFESSIONAL shall keep the OWNER informed about the progress of the Work and shall endeavor to guard the OWNER against deficiencies in the work.

If the OWNER desires more extensive project observation or full-time project representation, the OWNER shall request that such services be provided by the PROFESSIONAL as Additional Services in accordance with the terms of this Agreement.

The PROFESSIONAL shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the contractor in accordance with the Contract Documents.

The PROFESSIONAL shall not be responsible for any acts or omissions of the contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The PROFESSIONAL does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

**3.3 Jobsite Safety.** Neither the professional activities of the PROFESSIONAL, nor the presence of the PROFESSIONAL or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety

precautions required by any regulatory agencies, the PROFESSIONAL and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The OWNER agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the OWNER's contract with the General Contractor. The OWNER also agrees that the OWNER, the PROFESSIONAL and the PROFESSIONAL's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

**3.4 Design Without Construction Administration.** Unless Authorized, it is understood and agreed that the PROFESSIONAL's Basic Services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided for by the OWNER. The OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the OWNER waives any claims against the PROFESSIONAL that may be in any way connected thereto.

**3.5 Client Requested Substitutions.** Upon request by the OWNER, the PROFESSIONAL shall evaluate and make recommendations regarding substitutions of materials, products or equipment proposed by the OWNER's consultants or contractors. The PROFESSIONAL shall be compensated for these services, as well as any services required to modify and coordinate the construction documents prepared by the PROFESSIONAL with those of the PROFESSIONAL's subconsultants and the OWNER's consultants, as Additional Services. The PROFESSIONAL also shall be entitled to an adjustment in schedule caused by this additional effort.

**3.6 Record Drawings.** If authorized by the Agreement, upon completion of the Work, the PROFESSIONAL shall compile for and deliver to the OWNER a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor. These Record documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which the PROFESSIONAL shall assume will be reliable, the PROFESSIONAL cannot and does not warrant their accuracy.

**3.7 Certifications, Guarantees and Warranties.** The PROFESSIONAL shall not be required to sign any documents, no matter by whom requested, that would result in the PROFESSIONAL's having to certify, guarantee or warrant the existence of conditions whose existence the PROFESSIONAL cannot ascertain. The OWNER also agrees not to make resolution of any dispute with the PROFESSIONAL or payment of any amount due to the PROFESSIONAL in any way contingent upon the PROFESSIONAL's signing any such certification.

**3.8 Contingency Fund.** The OWNER and the PROFESSIONAL agree that certain increased cost and changes may be required because of possible omissions, ambiguities or inconsistencies in the drawings and specifications prepared by the PROFESSIONAL and, therefore, that the final construction cost of the Project may exceed the estimated construction cost. The OWNER agrees to set aside a reserve in the amount of 10 percent of the Project construction costs as a contingency to be used, as required, to pay for any such increased costs and changes. The OWNER further agrees to make no claim by way of direct or third-party action against the PROFESSIONAL or its subconsultants with respect to any increased costs within the contingency because of such changes or because of any claims made by the Contractor relating to such changes.

**3.9 Permits and Approvals.** The PROFESSIONAL shall assist the OWNER in applying for those permits and approvals normally required by law for projects similar to the one for which the PROFESSIONAL's services are being engaged. This assistance shall consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the construction documents, and other services normally provided by the PROFESSIONAL and included in the scope of Basic Services of this Agreement.

**3.10 Statutes of Repose and Limitation.** All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run no later than the date of Substantial Completion. If the act or failure to act complained of occurred after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date the PROFESSIONAL's services are completed or terminated.

**3.11 Construction Layout.** If requested by the Owner, or other authorized party, as detailed in the scope of services or as an Additional Service to this Agreement, the PROFESSIONAL shall provide construction layout stakes sufficient for construction purposes. The stakes will reflect pertinent information from the construction bidding and contract documents. The stakes shall be set in place one time by the PROFESSIONAL, staged and scheduled as requested by the Contractor. After the stakes are set, it shall be the Contractor's exclusive responsibility to protect the stakes from damage or removal. Once the stake is set, if the stake becomes unusable due to the Contractor's negligence it shall be reset by the PROFESSIONAL, only at the Contractor's direction. The cost for resetting the stakes shall be borne by the Contractor and shall be paid by the Owner or authorized representative of this Agreement to the PROFESSIONAL from monies due the Contractor from the construction contract. The Owner acknowledges and agrees that these staking requirements and the procedures and payments for restaking described in this section shall be stipulated in the General Conditions of the construction contract.

These General Conditions shall be attached to and made part of the Agreement between Spicer Group, Inc. (PROFESSIONAL) and the Owner.

AGREEMENT BETWEEN  
THE WASHTENAW COUNTY WATER RESOURCES COMMISSIONER  
AND  
THE CHARTER TOWNSHIP OF YPSILANTI  
FOR VERMIN MANAGEMENT SERVICES

This Agreement ("Agreement") is made and entered into this 24 date of November, 2020, by and between the Washtenaw County Water Resources Commissioner's Office ("WCWRC"), and the Charter Township of Ypsilanti ("Township"), a Michigan municipal corporation, for the purpose of providing vermin management services ("Services")

The purpose of the Services are to assist in management of issues affecting the Public Health, Safety and Welfare of the Township and its residents.

Relevant details of the Program are set forth in Exhibits A and B, which are attached hereto and incorporated herein by reference. The services are broken into two different categories based on statutory authority of the WCWRC in providing Services.

Whereas, The Township has a long-standing history of successful collaboration with the WCWRC; and

Whereas, It will be beneficial to all parties to collaborate on vermin management; and

Whereas, vermin issues have become a priority for the Township, resulting in an increased level of service and work effort desired by the Township from the WCWRC, and;

Whereas, WCWRC has statutory authority through PA 40 of 1956 (the Drain Code) to "purify" the flow of water in legally established County drains but requires Agreement by the Township to furnish Services not specifically included or otherwise allowed in the Drain Code, and;

Whereas, past collaboration has determined that vermin management issues require a collaborative effort of Community Standards enforcement, public outreach to affected neighborhoods and residents, adequate refuse and debris management services and infrastructure, rodent baiting in storm drains and/or sewers, and land-based rodent baiting or burrow gassing in areas of public or private property; and

Whereas, Township and WCWRC officials have determined that a holistic program of vermin management requires a collaborative effort as noted in the paragraph above; and

Whereas, the WCWRC agrees to contract on behalf of the Township for rodent baiting services in storm drains under the authority of the Drain Code AND other areas as requested by the Township on an ongoing basis; and

Whereas, Township and WCWRC officials have agreed upon the need an initial budget maximum of \$7,500 per month for a pilot program to better determine the extent of infestation and adequacy of that budget figure for rodent baiting and/or related program costs performed under authority of both the Drain Code as well as other areas specified herein; and

Whereas, one key purpose of a pilot program is to determine adequacy and should therefore be limited in duration, and;

Whereas, Township and WCWRC officials have agreed that a 3-month pilot program for no more than \$7,500 per month will be adequate to better determine long term needs; and

Whereas, Township and WCWRC officials have agreed that the Township will provide necessary Community Standards and outreach services (similar to past vermin control programs) as determined necessary by the Township; and

Whereas, WCWRC will coordinate as needed with Washtenaw County Department of Public Health (WCDPH) to provide electronic copies of any informational flyers for distribution to residents by the Township as needed to support collaborative efforts; and

Whereas, Exhibit B is not intended to limit areas for providing Services but merely provides a depiction of current reported known vermin sightings in certain areas of the Township for reference, these areas illustrate the need and initial focus areas for the Services provided; and

Whereas, Township and WCWRC officials have agreed that regular progress meetings will be held to evaluate program effectiveness and incorporate adjustments to address new or changing program needs within the pilot program budget and timeframe specified herein; and

Whereas, Township and WCWRC officials anticipate and fully understand that due to the nature of the problem and experiences in other municipalities, the pilot program will in all likelihood result in a recommendation for a longer-term program and recommended program funding based on pilot program experiences;

Therefore, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, the Township and the WCWRC agree:

1. The Washtenaw County Water Resources Commissioner's Office shall provide resources and expertise required to administer the Services in collaboration with the Township based on Exhibits A, B, and any mutually agreed upon adjustments during implementation of Services.
2. The period of this Agreement is no more than three months from the date a vendor (selected by the WCWRC, in consultation with the Township) commences work.
3. The Township shall make payments for work noted in Exhibit A, Section 1 based on annual December invoices in accordance with regular payment procedures for annual invoices of work performed on legally established County Drains.
4. The Township shall make payments for work noted in Exhibit A, Section 2 based on monthly invoices for Services provided in areas outside of legally established County Drains. The WCWRC will be providing Section 2 services based on the authority of this Agreement due to the efficiencies of bundling Section 2 and Section 1 services in a single vendor contract with a single point of contact.



5. Either party may terminate this agreement with 30-day notification with or without cause. If vendor contracts allow a shorter timeframe for vendor termination without cause, the WCWRC shall take this into consideration with any Township request to terminate some or all Services.
6. The WCWRC assumes no additional liability beyond that normally accorded for work on public drains. WCWRC staff will not enter private property or be on-site providing services. The contracted vendor providing the Services will be the only entity with staff entering the work areas shown in Exhibit B or as otherwise mutually determined.
7. Parties agree that this contract may be amended administratively after the pilot program to extend the allowable timeframe and/or reduce the monthly expenditures.
8. Parties agree that any amendment to increase monthly charges at any time must be approved by the Township Board.

Each of the persons signing this Agreement represents and warrants that he or she has authority to sign this Agreement on behalf of the Washtenaw County Water Resources Commissioner or the Charter Township of Ypsilanti, respectively.

CHARTER TOWNSHIP OF YPSILANTI

WCWRC

By: Brenda Stumbo  
 Brenda Stumbo (DATE)  
 Township Supervisor 11-24-2020

By: Evan Pratt 11/16/20  
 Evan N. Pratt, P.E. (DATE)  
 Water Resources Commissioner

By: Harrell Roe  
 Harrell Roe EXHIBIT A  
 Township Clerk 11-24-2020

For the duration of this agreement, the WCWRC will contract with a pest control vendor for services in areas agreed to by the Township and WCWRC on an ongoing basis, not to exceed billing totals of \$7,500 per month. The intent of this agreement is to allow flexibility between Section 1 and Section 2 costs which must be tracked separately as described in the Agreement.

### Section 1

WCWRC will contract with a pest control vendor for services to bait within legally established County Drainage structures or other structures where the presence of vermin would also impact legally established County Drainage structures.

### Section 2

WCWRC will contract with a pest control vendor for services to bait in other areas as needed.

**CHARTER TOWNSHIP OF YPSILANTI  
2020 BUDGET AMENDMENT #14**

**November 17, 2020**

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

**101 - GENERAL OPERATIONS FUND**

**Total Increase      \$10,134.00**

Request to increase budget for PTO payout request of 209 hours to be paid at 75%. This will be funded by an Appropriation for Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$4,780.00
		Net Revenues	<u><u>\$4,780.00</u></u>
Expenditures:	Salaries Pay Out - PTO & Sick	101-201-000-708.004	\$4,440.00
	FICA	101-201-000-715.000	\$340.00
		Net Expenditures	<u><u>\$4,780.00</u></u>

Request to increase budget for PTO payout request of 100 hours to be paid at 75%. This will be funded by an Appropriation for Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$2,933.00
		Net Revenues	<u><u>\$2,933.00</u></u>
Expenditures:	Salaries Pay Out - PTO & Sick	101-209-000-708.004	\$2,725.00
	FICA	101-209-000-715.000	\$208.00
		Net Expenditures	<u><u>\$2,933.00</u></u>

Request to increase budget for PTO payout request of 56 hours to be paid at 75%. This will be funded by an Appropriation for Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$1,522.00
		Net Revenues	<u><u>\$1,522.00</u></u>
Expenditures:	Salaries Pay Out - PTO & Sick	101-227-000-708.004	\$1,414.00
	FICA	101-227-000-715.000	\$108.00
		Net Expenditures	<u><u>\$1,522.00</u></u>

Request to increase budget for PTO payout request hours to be paid at 75%. This will be funded by an Appropriation for Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$899.00
		Net Revenues	<u><u>\$899.00</u></u>
Expenditures:	Salaries Pay Out - PTO & Sick	101-266-000-708.004	\$515.00
	FICA	101-266-000-715.000	\$384.00
		Net Expenditures	<u><u>\$899.00</u></u>

**CHARTER TOWNSHIP OF YPSILANTI  
2020 BUDGET AMENDMENT #14**

**November 17, 2020**

<b>212 - BIKE, SIDEWALK, REC, ROADS GENERAL FUND (BSRII)</b>	<b>Total Increase</b>	<b><u>\$3,370.00</u></b>
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Request to budget for the Art Serafini Scholarship Fund, which will be used for scholarships for children at the Recreation Center. These funds will be restricted for this specific use and transferred to the Recreation Fund as requested by the Recreation Director. An initial fund raiser was held at the Green Oaks Golf Course and brought in \$6,470. Other donations received to date are \$4,346. The cost to the Golf Course for the outing was \$3,370. This will be funded by funds received in the Art Serafini Scholarship Fund.

Revenues:	Art Serafini Scholarship Fund	212-000-000-675.025	\$3,370.00
		Net Revenues	<u>\$3,370.00</u>
Expenditures:	Art Serafini Scholarship Program	212-212-740.700	\$3,370.00
		Net Expenditures	<u>\$3,370.00</u>

<b>252 - HYDRO STATION FUND</b>	<b>Total Increase</b>	<b><u>\$6,620.00</u></b>
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Request to increase budget for PTO payout request of 272.7 hours to be paid at 75%. This will be funded by an Appropriation for Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	252-000-000-699.000	\$6,620.00
		Net Revenues	<u>\$6,620.00</u>
Expenditures:	Salaries Pay Out - PTO & Sick	252-252-000-708.004	\$6,149.00
	FICA	252-252-000-715.000	\$471.00
		Net Expenditures	<u>\$6,620.00</u>

<b>893 - NUISANCE ABATEMENT FUND</b>		<b><u>\$8,000.00</u></b>
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Request to increase the budget for clean up and mowing of blighted properties. We have experienced above normal clean up costs in the area that may be attributed to the current pandemic. Property owners will be invoiced for the services performed. This will initially be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	893-000-000-699.000	\$8,000.00
		Net Revenues	<u>\$8,000.00</u>
Expenditures:	Blight Enforcement Costs	893-893-000-806.001	\$5,000.00
	Noxious Weed Enforcement	893-893-000-806.003	\$3,000.00
		Net Expenditures	<u>\$8,000.00</u>

Motion to Amend the 2020 Budget (#14)

Move to increase the General Fund budget by \$10,134 to \$10,400,941 and approve the department line item changes as outlined.

Move to increase the BSR II Fund budget by \$3,370 to \$2,419,087 and approve the department line item changes as outlined.

Move to increase the Hydro Station budget by \$6,620 to \$565,586 and approve the department line item changes as outlined.

Move to increase the Nuisance Abatement Fund budget by \$8,000 to \$56,500 and approve the department line item changes as outlined.