

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE MAY 6, 2025 REGULAR BOARD MEETING**

Board Meetings are audio recorded and posted on the website

Township Supervisor Brenda Stumbo called the meeting to order at 6:00 pm in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township.

DETERMINATION OF QUORUM

Supervisor Stumbo determined a quorum was present.

Members Present: Supervisor Brenda Stumbo, Clerk Debbie Swanson, and Treasurer Stan Eldridge
Trustees: Karen Lovejoy Roe, Gloria Peterson, John Newman II, and LaResha Thornton

Members Not Present:

Legal Counsel: Wm. Douglas Winters

The Pledge of Allegiance was recited followed by a moment of silent prayer.

APPROVAL OF AGENDA

A motion was made by Treasurer Eldridge and supported by Trustee Peterson to approve the agenda.

The motion carried unanimously.

This meeting has two consent agendas because the Consent Agenda for April 15, 2025 was approved but there was no motion nor support to take action; therefore, it was placed on the May 6th meeting agenda.

CONSENT AGENDA FROM APRIL 15, 2025

A. MINUTES OF APRIL 1, 2025 REGULAR MEETING

B. STATEMENTS AND CHECKS

- 1. STATEMENTS AND CHECKS FOR APRIL 15, 2025 IN THE AMOUNT OF \$946,600.09**
- 2. CLARITY HEALTHCARE DEDUCTIBLE ACH FOR APRIL 2025, IN THE AMOUNT OF \$76,809.04**
- 3. CLARITY HEALTHCARE ADMIN FEE FOR APRIL 2025, IN THE AMOUNT OF \$1,674.85**

A motion was made by Treasurer Eldridge and supported by Trustee Thornton to approve the consent agenda from April 15, 2025.

The motion carried unanimously.

CONSENT AGENDA FOR MAY 6, 2025

A. MINUTES OF APRIL 15, 2025 REGULAR MEETING

B. STATEMENTS AND CHECKS

- 4. STATEMENTS AND CHECKS FOR MAY 6, 2025 IN THE AMOUNT OF \$1,257,923.78**

A motion was made by Trustee Peterson and supported by Trustee Newman to approve the consent agenda.

The motion carried unanimously.

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

Legal update was provided by Attorney Winters. (refer to audio)

NEW BUSINESS

1. APPROVE UKG CONTRACT FOR NEW TIME CLOCKS AND SOFTWARE IN THE TOTAL OF \$25,440.00, BUDGETED IN LINE ITEM #101-228-977.000, #101-228-934.000, #101-228-801.000, AND #101-228-857.000

A motion was made by Treasurer Eldridge and supported by Trustee Peterson to approve UKG Contract for new time clocks and software in the total amount of \$25,440.00, budgeted in line item #101-228-977.000, #101-228-934.000, #101-228-801.000, and #101-228-857.000 . (see attached)

The motion carried 6 to 1.

2. RESOLUTION 2025-16, APPROVE YCUA WATER SYSTEM IMPROVEMENTS BOND SALE

Clerk Swanson read the resolution into the record.

A motion was made by Clerk Swanson and supported by Trustee Lovejoy Roe to approve Resolution 2025-16, YCUA Water System Improvements Bond Sale. (see attached)

The motion carried unanimously.

3. RESOLUTION 2025-17, APPROVE DISSOLUTION OF ENVIRONMENTAL RESERVE FUND AND TRANSFER OF FUNDS INTO RESERVE FOR CONSTRUCTION (TOWNSHIP DIVISION) AS REQUESTED BY YCUA

Clerk Swanson read the resolution into the record.

A motion was made by Clerk Swanson and supported by Trustee Peterson to approve Dissolution of Environmental Reserve Fund and Transfer of Funds into reserve for construction (Township Division) as requested by YCUA. (see attached)

The motion carried unanimously.

4. APPROVE DTE FOR EASEMENTS, FOR GAS LINE RELOCATION PROJECT, WITHIN 5365 BRIDGE ROAD- SOUTH HYDRO PARK (K-11-24-300-011) AND 2599 BRIDGE ROAD- NORTH HYDRO PARK (K-11-24-300-001) IN THE AMOUNT OF \$49,943.00

A motion was made by Trustee Lovejoy Roe and supported by Treasurer Eldridge to approve DTE for Easements, for Gas Line Relocation Project, within 5365 Bridge Road- South Hydro Park (K11-24-300-011) and 2599 Bridge Road- North Hydro Park (K-11-24-300-001) in the amount of \$49,943.00. (see attached)

The motion carried unanimously.

5. APPROVE CHANGE ORDER #1- SPILLWAY GATE PROGRAMMABLE LOGIC CONTROLLER ISOLATION PROJECT IN THE AMOUNT OF \$9,825.00, BUDGETED IN LINE ITEM #252-535-971.001

A motion was made by Trustee Peterson and supported by Trustee Lovejoy Roe to approve Change Order #1-Spillway Gate Programmable Logic Controller Isolation Project in the amount of \$9,825.00, budgeted in line item #252-535-971.001. (see attached)

The motion carried unanimously.

6. RENEW AGREEMENT WITH THE WASHTENAW COUNTY WATER RESOURCE COMMISSIONER (WCWRC) FOR VERMIN MANAGEMENT SERVICES FOR UP TO \$150,000.00, BUDGETED IN LINE ITEM #101-445-818.025, CONTINGENT ON BUDGET AMENDMENT

A motion was made by Clerk Swanson and supported by Trustee Thornton to renew agreement with the Washtenaw County Water Resource Commissioner (WCWRC) for Vermin Management Services for up to \$150,000.00. budgeted in line item #101-445-818.025, contingent on budget amendment. (see attached)

The motion carried unanimously.

7. APPROVE LITIGATION TO ABATE PUBLIC NUISANCE AT 958 ECORSE RD, BUDGETED IN LINE ITEM #101-729-801.023

A motion was made by Trustee Lovejoy Roe and supported by Trustee Thornton to approve public litigation to abate public nuisance at 958 Ecorse Rd., budgeted in line item #101-729-801.023.

The motion carried unanimously.

8. APPROVE LITIGATION TO ABATE PUBLIC NUISANCE AT 1521 HOLMES RD, BUDGETED IN LINE ITEM #101-729-801.023

A motion was made by Trustee Lovejoy Roe and supported by Trustee Thornton to approve public litigation to abate public nuisance at 1521 Holmes Rd., budgeted in line item #101-729-801.023.

The motion carried unanimously.

9. APPROVE LITIGATION TO ABATE PUBLIC NUISANCE AT 6016 MERRIT RD, BUDGETED IN LINE ITEM #101-729-801.023

A motion was made by Trustee Lovejoy Roe and supported by Trustee Thornton to approve public litigation to abate public nuisance at 6016 Merritt Rd., budgeted in line item #101-729-801.023.

The motion carried unanimously.

10. BUDGET AMENDMENT #6

A motion was made by Clerk Swanson and supported by Trustee Peterson to approve Budget Amendment #6. (see attached)

The motion carried unanimously.

AUTHORIZATION AND BIDS

- 1. ACCEPT THE BID FOR \$380,559.71 FROM KAB ENTERPRISES FOR THE APPLERIDGE PARK PLAYGROUND REPLACEMENT AND WALKWAY PAVING WHICH IS FUNDED THROUGH THE WASHTENAW COUNTY DEVELOPMENT BLOCK GRANT PROGRAM BUDGETED IN LINE ITEM #213-901-974.008**

A motion was made by Trustee Lovejoy Roe and supported by Treasurer Eldridge to accept the bid for \$380,559.71 from KAB Enterprises for the Appleridge Park Playground Replacement and Walkway Paving which is funded through the Washtenaw County Development Block Grant Program budgeted in line item #213-901-974.008.

The motion carried unanimously.

- 2. ACCEPT THE BID FOR \$34,118.45 FROM SUPERIOR GROUNDCOVER, INC, FOR OUR ANNUAL PLAYGROUND MULCH INSTALLATION FOR 2025-2026, BUDGETED IN LINE ITEM #101-770-818.001**

A motion was made by Trustee Lovejoy Roe and supported by Treasurer Eldridge to accept the bid for \$34,118.45 from Superior Groundcover, Inc. for our Annual Playground Mulch Installation for 2025-2026, budgeted in line item #101-770-818.001.

The motion carried unanimously.

PUBLIC COMMENTS

Public comments were moved ahead due to the Closed Session.

There were 3 public comments. (refer to audio)

BOARD MEMBER COMMENTS

There were no board member comments.

OTHER BUSINESS

1. REQUEST TO ENTER INTO CLOSED SESSION FOR DISCUSSION ON NEGOTIATIONS WITH THE TPOAM UNION PER MICHIGAN'S OPEN MEETINGS ACTS 1976 PA 267, MCL 15.268(C)

A motion was made by Trustee Peterson and supported by Treasurer Eldridge to enter into closed session for discussion on negotiations with the TPOAM Union per Michigan's Open Meetings Act 1976 PA 267, MCL 15.298(c). A roll call vote was taken to enter into closed session.

Lovejoy Roe	Yes	Newman	Yes	Peterson	Yes
Swanson	Yes	Stumbo	Yes	Eldridge	Yes
Thornton	Yes				

The meeting went into closed session at 8:00pm.

The closed session ended at 9:31pm

2. APPROVE THE TPOAM UNION 2025-2029 CONTRACT

A motion was made by Trustee Lovejoy Roe to approve the contract with adding to go back out on the maternity leave issue. The motion failed due to no support.

A motion was made by Treasurer Eldridge and supported by Trustee Peterson to approve the TPOAM Union 2025-2029 Contract.

The motion carried unanimously.

ADJOURNMENT

A motion to adjourn was made by Treasurer Eldridge and supported by Trustee Lovejoy Roe.

The motion carried unanimously.

The meeting was adjourned at approximately 9:33PM

Respectfully Submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Debra A. Swanson, Clerk
Charter Township of Ypsilanti



ORDER FORM

Quote#: Q-327558
Expires: 14 May, 2025
Sales Executive: Courtnee Cotton
Effective Date: Effective as of the date of last signature of this Order

Order Type: Quote
Date: 08 Apr, 2025

Customer Legal Name:
CHARTER TOWNSHIP OF YPSILANTI

Ship To: CHARTER TOWNSHIP OF YPSILANTI
7200 S HURON RIVER DR
YPSILANTI, MI 48197-7007 USA

Customer Legal Address:
7200 S HURON RIVER DR, YPSILANTI, MI 48197-7007 USA

Bill To: CHARTER TOWNSHIP OF YPSILANTI
7200 S HURON RIVER DR
YPSILANTI, MI 48197-7007 USA

Bill To Contact:

Ship To Contact: Erica Holmes

Ship to Phone: 734-544-3745
Ship to Mobile:
Contact: Erica Holmes
Email: eholmes@ypsitownship.org

Currency: USD
Customer PO Number:
Solution ID: 6214154
Initial Term: 60 months
Uplift Percent: 8 %

Shipping Terms: Shipping Point
Ship Method: FedEx Ground
Freight Term: Prepay & Add
Renewal Term: 12 months
Payment Terms: Net 30 Days

Billing Start Date: Upon Signature of Order Form

Subscription Services
Billing Frequency: Monthly in Arrears

Subscription Services	Quantity	PEPM	Monthly Price	Annual Price
UKG READY ACCRUALS MANAGER	100	USD 0.40	USD 40.00	USD 480.00
UKG READY ATTESTATION	100	USD 0.20	USD 20.00	USD 240.00
UKG READY INTEGRATION HUB	1	USD 0.00	USD 0.00	USD 0.00
UKG READY TIME	100	USD 2.40	USD 240.00	USD 2,880.00
Total Price			USD 300.00	USD 3,600.00

Equipment Purchase
Billing Frequency: Invoiced Upon signature of the Order form

Item	Quantity	Unit Price	Total Price
UKG INTOUCH DX G2,HID PROX	10	USD 1,484.00	USD 14,840.00
Total Price			USD 14,840.00

Hardware Support
Billing Frequency: Invoiced Upon signature of the Order form

Item	Duration(Months)	Total Price
Depot Exchange Support Service	12	USD 3,000.00
Total Price		USD 3,000.00

Accessories
Billing Frequency: Invoiced Upon the Signature of the order form

Item	Quantity	Unit Price	Total Price
NORTH AMERICA POWER ADAPTER FOR EXTERNAL OUTLET, INTOUCH DX/DX G2	10	USD 0.00	USD 0.00
Total Price			USD 0.00

Professional Services - Fixed Fee
Billing Frequency: Billed 100% upon signature of the order form

Professional Services - Fixed Fee	Billing Role	Quantity	Unit Price	Total Price
UKG READY LAUNCH FIXED FEE	Grouped	1	USD 4,000.00	USD 4,000.00
Total Price				USD 4,000.00

Quote Summary



Item	Total Price
Minimum Monthly SaaS Service & Equipment Rental Fee	USD 300.00
Minimum Annual SaaS Service & Equipment Rental Fee	USD 3,600.00
Total Equipment Purchase and Accessories Fee	USD 14,840.00
Total Support Fee	USD 3,000.00
Total Fixed Fees	USD 4,000.00

Total one-time cost of \$25,440.00; Yearly cost after that would be \$6,600

Order Notes:

The parties agree that Customer is migrating from their existing Ascentis Software as a Service applications (the "Existing Applications") to the UKG Ready Software as a Service offering ("Ready SaaS"). Customer's Software Support for the Existing Applications shall continue, for up to two payroll cycles within 60 days after migration to Pro Ready SaaS and shall terminate thereafter.

UKG Ready Monthly Service Fees shall be invoiced at the Billing Frequency indicated on this Order Form, commencing on the Billing Start Date. As of the Billing Start Date, UKG will credit Customer for any pre-paid but unused Monthly Service Fees for Existing Applications being migrated. Customer may apply credits against any amounts owed to UKG by Customer until such credit is expended. Customer understands that they remain responsible for payment of Monthly Service Fees on the Existing Applications until the UKG Ready Billing Start Date.

Before including any health related questions in UKG Ready Attestation please consult with your legal counsel to ensure you are compliant with applicable privacy laws and regulations.

- Year 1 Subscription Service Fees at Minimum Quantity = \$3,600
- Year 2 Subscription Service Fees at Minimum Quantity = \$3,600
- Year 3 Subscription Service Fees at Minimum Quantity = \$3,600
- Year 4 Subscription Service Fees at Minimum Quantity = \$3,600
- Year 5 Subscription Service Fees at Minimum Quantity = \$3,600

After the Initial Term, the Subscription Fee shall increase per annum by the Uplift amount set forth above.

GENERAL TERMS:

This Order is subject to and governed by the terms and conditions of UKG's Master Services Agreement ("Agreement") located at: www.ukg.com/us-msa-ps

UKG will provide the Services in accordance with the Services Descriptions and Statements of Work ("SOW") located at the following link, except if an SOW is attached to this Order, then the attached SOW shall control over the link SOW: www.ukg.com/services-descriptions

All Customer Data (as defined in the Agreement) will be secured and protected as set forth in the Technical and Organizational Measures of UKG's Data Processing Addendum. Any personal data provided to UKG through the Subscription Services will be processed in accordance with UKG's Data Processing Addendum located at:



<https://www.ukg.com/us-dpa>

The applicable Subscription Fees are due monthly in arrears based on the actual number of employees subject to the Minimum Quantity as set forth in this order and invoiced following the end of each month commencing on the Billing Start Date. Customer agrees that UKG shall direct debit its designated bank account for the applicable invoice amount in the month the invoice is due.

Customer shall provide UKG with banking information and all other required information needed to facilitate the invoicing process within five (5) days from the Effective Date of this Order. In the event that UKG does not receive the banking information and all other required information from Customer within such time frame, then Customer agrees that the Billing Frequency may be modified so that Customer shall be invoiced quarterly in advance, as follows: The Subscription Fees for the applicable Monthly Minimum Quantities are due quarterly and invoiced (30) days in advance of the quarter; to reconcile the actual employee counts, promptly following the end of each month starting from the Billing Start Date, UKG will invoice Customer for the actual number of employees in each month that exceeded the Monthly Minimum Quantity. In addition, all other billings such as Professional Service fees (including the UKG Launch Fixed Fee) or Print Services will also be subject to direct debit.

The monthly subscription amount (number of employees multiplied by the applicable Subscription Fee) may increase or decrease if the number of employees increases or decreases, but in no event shall the monthly Subscription Fee be calculated on less than the Monthly Minimum Quantity above.

IN WITNESS WHEREOF, the parties have caused this Order to be executed by their authorized representatives and shall be effective as of the date of the last signature below.

CHARTER TOWNSHIP OF YPSILANTI		Kronos SaaSr, Inc.	
Signature:	_____	Signature:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

The monthly price on this Order has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order. Nonetheless, the actual price on your invoice is the true and binding total for this Order for purposes of amounts owed for the term. If you are tax exempt, please email a copy of your "Tax Exempt Certificate" to TaxExemption@ukg.com along with the quote number otherwise this order is subject to applicable taxes. The actual tax amount to be paid by Customer will be shown on Customer's Invoice.



Master Terms and Conditions – US Public Sector

These Public Sector Master Terms and Conditions (this "Agreement") apply to UKG Software as a Services offerings, Equipment and other related Services that are ordered under this Agreement with the Customer. If Customer is not the United States Federal Government ("Federal") or a Federal Agency, as well as state, local, or public education entities created by the Applicable Laws (including constitution or statute) of the applicable state ("SLED"), the UKG Master Services Agreement, which is generally available at <https://www.ukg.com/msa> (or other such titled written or electronic agreement addressing the same subject matter) shall apply. The Agreement posted on the date Customer signs the applicable Order or Statement of Work will apply for the duration of the Order or Statement of Work; however, UKG reserves the right to change the Master Services Agreement posted on this URL from time to time, but such change will not affect then existing Orders or Statements of Work. Archived Master Services Agreements can available upon request.

1. Services

- 1.1 **Subscription Services.** The Subscription Services will be identified in the Order. During the Initial Term and all applicable Renewal Terms defined in the Order, UKG will provide the Subscription Services to Customer and Customer may use such Subscription Services solely for its internal business purposes to manage the type and number of its employees subject to and conditioned on payment by Contractor of all fees and Customer's compliance with this Agreement, the Services Description, the Documentation, and the Order. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by UKG regarding future functionality or features.
- 1.2 **Support Services.** UKG shall maintain a trained and knowledgeable staff capable of providing support for the Subscription Services. UKG will use commercially reasonable diligence to correct reproducible errors when reported to UKG and provide phone, email, or online support 24 hours a day / 7 days a week as set forth in the UKG Support Policy located in the applicable Services Description and also available at <https://www.ukg.com/saas-support-policies-and-services>. UKG will also provide scheduled and periodic enhancements and modifications to the Subscription Services, including bug fixes, to correct reproducible errors reported to UKG.
- 1.3 **Professional Services.** UKG will provide the Professional Services listed in the Order, in accordance with the applicable Statement of Work. If Customer requests additional Services that were not previously identified on an Order or Statement of Work, then the Parties may need to execute additional Orders or Statements of Work.
- 1.4 **Training Services.** In connection with a Subscription Service, UKG will provide (a) live virtual training facilitated by a knowledgeable instructor and delivered remotely via a published schedule intended for (i) the core team to help key functional and technical users make informed solution design and configuration decisions and to provide fundamental product knowledge, and (ii) an application and system administrator to prepare functional and technical super users to perform their most common tasks in the solution; and (b) self-paced product training. Training Services outside the scope of this section shall be provided by UKG as described in the Order and Statement of Work.

2. Acknowledgements

- 2.1 **Reservation of Rights.** The Subscription Services are provided with a limited right to use and are not sold, and UKG reserves and retains all rights not expressly granted in this Agreement. UKG has and shall maintain sole and exclusive ownership of all rights, title, and interests in the Services and Documentation, and all modifications and enhancements thereof (including ownership of all trade secrets, copyrights, trademarks, brands, and other intellectual property rights pertaining thereto). There will be no "work for hire" created as part of the Services or any deliverables owned by Customer, and all works, customizations, models, and developments created by UKG shall be considered a part of the Services.
- 2.2 **Use Restrictions.** Except as expressly provided in this Agreement, no other use of the Subscription Services is permitted. Customer may not, and may not cause or permit others to: (a) reverse engineer, disassemble, adapt, translate, or decompile the Subscription Services, including, without limitation, any third party components, or otherwise attempt to derive source code, trade secrets, or knowhow from the Subscription Services; (b) license, sell, transfer, assign, distribute, or outsource use of the Subscription Services or Documentation, or provide service bureau, data processing, or time sharing access to the Subscription Services, or otherwise use the Subscription Services to provide payroll or human resource record keeping for third parties; (c) create Internet "links" to the Subscription Services or "frame" or "mirror" the Subscription Services on any other server, or wireless or Internet-based device; (d) access or use the Subscription Services or Documentation to build or support, directly or indirectly, products or services competitive to UKG; (e) interfere with or disrupt the integrity or performance of any Subscription Services or any data contained therein; (f) attempt to gain unauthorized access to any Subscription Services or its related data, systems, or networks; or (g) remove or alter any proprietary notices or marks on the Subscription Services or Documentation.



- 2.3 Customer Feedback.** Customer has no obligation to provide UKG with any suggestion, enhancement request, recommendation, evaluation, correction, or other feedback about the Services ("Feedback"), but if it does, Customer grants to UKG and its affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, copy, modify, distribute, disclose, create derivative works, and make and incorporate such Feedback into its Services for any purpose. UKG has no obligation to incorporate or apply any Feedback to the Services.
- 2.4 Consent to Subcontract.** Customer hereby consents to UKG subcontracting Services to persons or companies qualified by UKG to provide Services on UKG's behalf. UKG may also fulfill its obligations related to certain Services through its affiliates. UKG shall be responsible for the actions of its subcontractors and Affiliates.
- 2.5 Compliance with Laws.** UKG shall comply with Applicable Laws in performing its obligations hereunder. Customer shall comply with Applicable Laws when using the Services and remains solely responsible for its compliance with Applicable Laws, including, but not limited to, with respect to the configuration and use of the Services and regardless of whether UKG provides assistance with Customer compliance matters. Customer acknowledges that the specific record retention requirements established under Applicable Laws relating to Customer are the responsibility of Customer and not UKG.
- 2.6 Upgrades and Modifications.**
- 2.6.1 Upgrades.** The Subscription Services may be upgraded or changed at any time as required by normal business conditions, provided that such changes will not materially diminish the functionality of the Subscription Services. Any changes to the Subscription Services will be applicable to all UKG customers of the Subscription Services and material changes will be deployed with reasonable advance notice.
- 2.6.2 Modifications.** UKG may unilaterally revise its Master Services Agreement ("MSA") terms if they are not material. For revisions that will materially change the terms of the Agreement, the revised MSA terms must be incorporated into the Agreement which will be published. Any MSA terms or conditions unilaterally revised that are inconsistent with any material term or provision of this Agreement shall not be enforceable against the Customer, and the Customer shall not be deemed to have consented to them.
- 2.7 Acceptable Use.** Customer will use the Subscription Services in full compliance with the Acceptable Use Policy attached as Exhibit 1 and which could be found in <http://www.ukg.com/acceptable-use-policy> ("Acceptable Use Policy"), which requires Customer not to (a) use, or encourage, promote, facilitate or instruct others to use, the Services for any illegal, harmful or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, or offensive, (b) use the Services to violate the security or integrity of any network, computer or communications system, software application, or network or computing device, (c) interfere with or fail to cooperate with any UKG investigation of a security incident involving any UKG system, infrastructure or customer data, (d) make network connections to any users, hosts, or networks unless Customer has permission to communicate with them, and (e) use the Service to distribute, publish, send, or facilitate the sending of unsolicited mass e-mails or other messages.
- 2.8 Access Credentials.** Except as otherwise provided herein, Customer will not provide any third party with access credentials to the Subscription Services and will safeguard and compel all users to safeguard the access credentials. Customer will be responsible for all acts and omissions of its users. Customer will notify UKG promptly if it learns of any unauthorized use of any access credentials or any other known or suspected breach of security. If Customer allows use of the Subscription Services by any of its departments or public agencies which Customer controls without requiring such department or public agency to execute a separate Order with UKG to establish its own tenant environment, then Customer will be fully responsible and liable for all use and misuse of the Subscription Services by such Affiliate, and will fully cooperate with UKG in enforcing all of its rights to, interests in, and protection of the Services, including in seeking equitable remedies against any Affiliate that breaches this Agreement. Customer may also allow use of the Subscription Services by its legally bound contractors, provided such use is solely on Customer's behalf, is strictly in compliance with the terms and conditions of this Agreement, Customer at all times remains in control of and retains management over the Subscription Services, and Customer is liable for all breaches of this Agreement by such contractor. Customer authorizes UKG to provide such Customer contractors access to the Subscription Services.
- 2.9 Connectivity.** Customer is responsible for securing, paying for, and maintaining connectivity to the Subscription Services from Customer's location(s) via the Internet, including any and all related hardware, software, third party services, and related equipment and components for such connectivity. Customer agrees that UKG will have no liability for such connectivity and Customer will not be excused from any of its obligations under the Agreement due to the quality, speed, or interruption of the communication lines from the Customer's location(s) to the Internet.
- 3. Fees and Taxes**
UKG understands that Customer may be subject to Applicable Laws governing payment, including availability of funds, timing of payments, late payment interest penalties, and taxes.
- 3.1 Fees.** Customer will pay the fees on the payment terms and in the currency indicated in the Order. For each Order, the



billing period of the fees will start on the Billing Start Date as set forth in the Order and will continue for the time period indicated as the Initial Term and all Renewal Terms, each as defined on the Order. Customer is responsible to pay for the Services for the entire Initial Term and each Renewal Term. UKG may increase the fees as set forth in the Order. The increased fees will be set forth in the applicable invoice. Except as otherwise specified in the Order and this Agreement (a) subscription fees are based on Subscription Services purchased and not time of actual usage; (b) minimum quantities purchased cannot be decreased during the relevant the then current Initial Term or Renewal Term; (c) additional quantities may be purchased; and (d) payment obligations are non-cancelable and fees paid are non-refundable.

- 3.2 Taxes.** *This section applies only if Customer has not provided with a valid tax exemption certificate authorized and honored by applicable taxing authorities that covers all Taxes.* The fees exclude, and Customer will be responsible for, all applicable sales, use, excise, withholding, VAT, and any other similar taxes, duties and charges of any kind imposed by any governmental entity in connection with the Services (excluding taxes based solely on UKG's income) ("Taxes").
- 3.3 Late Payment.** Any invoices not reasonably disputed in writing within thirty (30) days from the date of receipt will be deemed undisputed and due. All undisputed invoices not paid within thirty (30) days after the date such amounts are due and payable may accrue interest at a rate up to the maximum allowable by applicable law. Customer will reimburse UKG for any additional reasonable cost incurred by UKG in connection with collecting any amounts payable under this Agreement. If Customer is more than thirty (30) days overdue in its payment of an undisputed amount due, then UKG reserves the right to suspend the Services provided under the applicable Order, but only until such payment is made to UKG and provided that UKG gives Customer at least ten (10) business days prior written notice of the overdue amount before UKG suspends the Services. Upon payment in full of all overdue amounts, UKG will restore the Services.

4. Data, Security and Privacy

- 4.1 Ownership of Customer Data.** Customer shall retain ownership of all rights, title, and interests in and to Customer Data. No ownership rights in Customer Data will transfer to UKG. UKG will maintain backup copies of Customer Data as required to maintain and provide the Services, but Customer is responsible for maintaining backup copies of all data and information that Customer inputs into the Services or otherwise provides to UKG.
- 4.2 Use of Customer Data.** Consistent with common Software as a Service (SaaS) industry practices and in accordance with Applicable Laws, UKG collects Customer Data to keep Services regularly up to date with appropriate market standards and security. All Customer Data collected is used solely for the purpose of providing and improving the Services and enhancing the customer experience with new functionalities.
- 4.3 Collection of Personal Information.** Services may employ applications and tools that collect and process Personal Information that may be required by UKG to provide the requested Services or functionality included in or related to those Services. If Customer wishes to stop the collection and processing of Personal Information, Customer may need to uninstall or discontinue using certain Services.
- 4.4 Data Privacy and Security.** Each Party agree to comply with Applicable Laws in its processing of Personal Information. UKG and its subprocessors will process Personal Information in accordance with UKG's DPA. All Customer Data will be secured and protected as set forth in the Technical and Organizational Measures of UKG's DPA.

5. Confidentiality

- 5.1 Definition.** "Confidential Information" is any non-public information relating to a Party that is disclosed pursuant to any Order or this Agreement, and which reasonably should be understood by the recipient of such information to be confidential because of (a) legends or other markings; (b) the circumstances of the disclosure; or (c) the nature of the information itself.
- 5.2 Exceptions.** Information will not be considered Confidential Information if the information was (a) in the public domain without any breach of this Agreement; (b) disclosed to the receiving Party on a non-confidential basis from a source lawfully in possession of such Confidential Information and, to the knowledge of the receiving Party, is not prohibited from disclosing such Confidential Information to receiving Party; (c) released in writing from confidential treatment by disclosing Party; or (d) is independently developed by the receiving Party without use of or reference to the Confidential Information.
- 5.3 Nondisclosure.** Except as expressly permitted in this section, neither Party will disclose the other Party's Confidential Information to any third party.
- 5.4 Protection.** Each Party will secure and protect the Confidential Information of the other Party with a reasonable standard of care commensurate with the sensitivity of such Confidential Information and using precautions that are at least as

stringent as it takes to protect its own Confidential Information of like nature, but no less than reasonable precautions.

- 5.5 **Use.** Each Party will only use the Confidential Information of the other Party as expressly permitted by or as required to exercise their rights, duties, and obligations under this Agreement.
- 5.6 **Disclosure Exceptions.** Confidential Information may be shared with and disclosed to (a) any Affiliate, subcontractor, or other third party who has a need to know to enable the receiving Party to exercise its rights or perform its obligations in connection with this Agreement and have non-disclosure obligations at least as stringent as the confidentiality provisions of this Agreement that apply to the Confidential Information; or (b) any court or governmental agency of competent jurisdiction, pursuant to a subpoena, order, civil investigative demand or similar process with which the receiving Party is legally obligated to comply, and of which the receiving Party notifies disclosing Party as required by a legal process, including in connection with any proceeding to establish a Party's rights or obligations under this Agreement (provided however that, when permitted by Applicable Law, a Party will give the other reasonable prior written notice so that the disclosing Party has an opportunity to contest any disclosure required by a legal process).
- 5.7 **FOIA/Public Disclosure Laws.** Notwithstanding any confidentiality obligations in the Agreement, UKG acknowledges that Customer may be compelled to disclose Confidential Information pursuant to the Federal Freedom of Information Act and any state equivalents or other open-records or public disclosure Applicable Laws. Customer may disclose such information to third parties upon written request to the extent compelled by such Applicable Laws; provided that, prior to any such disclosure, Customer provides prior written notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at UKG's cost, if UKG wishes to limit or contest the scope of the disclosure in whole or in part.

6. Warranty

- 6.1 **Mutual Warranties.** Each Party hereby warrants that (a) it has the full right and authority to enter into this Agreement; and (b) the performance of its obligations and duties under this Agreement does not conflict with or result in a breach of any other agreement of such Party or any judgment, order, or decree by which such Party is bound.
- 6.2 **Subscription Services Warranty.** UKG warrants that the Subscription Services will substantially conform with the Documentation and that the functionality of the Subscription Services will not be materially diminished or adversely modified. In the event of a breach of the warranty described in this Section, as Customer's exclusive remedy and UKG's sole obligation, at UKG's cost, UKG will make commercially reasonable efforts to remedy such breach, provided that if UKG cannot substantially remedy such breach, then Customer may terminate the affected Subscription Services in accordance with Section 7.2.2. Customer agrees to report any non-conformance of the Subscription Services within thirty (30) days of its discovery and provide UKG with reasonable information and assistance to enable UKG to reproduce or verify the non-conforming aspect of the Subscription Services.
- 6.3 **Professional, Support, and Training Services Warranty.** UKG warrants that the Professional Services, Support Services, and Training Services will be performed by qualified personnel in a good and professional manner. In the event UKG breaches the warranty described in this Section, as Customer's exclusive remedy and UKG's sole obligation, UKG will reperform the deficient Professional, Support, or Training Service, at UKG's cost, provided that if UKG cannot substantially remedy such breach, then UKG will refund any fees prepaid by Customer for the affected Services. Customer must report any deficiencies in such Services, including Professional Services, within thirty (30) days of the completion of the Services.
- 6.4 **Disclaimer.** TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, UKG DISCLAIMS ALL OTHER WARRANTIES NOT SET FORTH IN THIS AGREEMENT, EITHER EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, QUALITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE, IN CONNECTION WITH THIS AGREEMENT, THE SERVICES, AND ANY PRODUCTS PROVIDED BY UKG. UKG DOES NOT REPRESENT, WARRANT, OR COVENANT THAT THE SERVICES OR ANY OTHER PRODUCT OR SERVICE PROVIDED HEREUNDER WILL BE UNINTERRUPTED, ERROR-FREE, VIRUS-FREE, OR SECURE. THIS DISCLAIMER OF WARRANTY MAY NOT BE VALID IN SOME JURISDICTIONS AND CUSTOMER MAY HAVE WARRANTY RIGHTS UNDER LAW WHICH MAY NOT BE WAIVED OR DISCLAIMED; HOWEVER, ANY SUCH WARRANTY RIGHTS EXTEND ONLY FOR THIRTY (30) DAYS FROM THE EFFECTIVE DATE OF THIS AGREEMENT (UNLESS AND ONLY TO THE EXTENT SUCH LAW PROVIDES OTHERWISE).
- 6.5 **Customer Warranty.** Customer warrants that it has all rights and required consents to provide Customer Data to UKG.

7. Term and Termination

- 7.1 **Term of the Agreement.** The term of this Agreement commences on the Effective Date and continues until the stated

term in each applicable Order or as otherwise terminated as permitted in this Agreement. At the expiration of the Initial Term, and at the expiration of each Renewal Term, each as indicated on the Order, the Services will automatically renew for the duration indicated on the Order as the Renewal Term.

7.2 Types of Termination

7.2.1 Non-renewal. Either Party may terminate any Service identified in an Order upon at least sixty (60) days prior written notice to be effective at the expiration of the then current Initial Term or a Renewal Term.

7.2.2 For Cause. Either Party may terminate this Agreement, or any Service identified in an Order, if the other Party fails to perform any material obligation under this Agreement, and such Party is not able to cure the non-performance within thirty (30) days of written notice of such default with reasonably sufficient detail regarding the alleged breach, provided that UKG may immediately terminate or suspend Customer's access to the Services without notice if Customer is in breach of the "Use Restrictions" or "Confidentiality" sections of this Agreement, or the Acceptable Use Policy to prevent further harm. Either Party may immediately terminate this Agreement and all Orders if the other Party has a receiver or similar party appointed for its property, becomes insolvent, acknowledges its insolvency in any manner, ceases to do business, makes an assignment for the benefit of its creditors, or files a petition in bankruptcy. Other than as expressly permitted in this Agreement, or an Order, SOW, or Services Description, neither Party may terminate this Agreement and each Party remains fully obligated to the terms and conditions herein.

7.2.3 For Non-Appropriation of Funds. If Customer is a US Federal, State, or Local governmental entity that relies on funding which is allocated at the federal, state and/or local level to fund the Service in the Agreement, then, to the extent required by law, the following will apply: Customer may terminate the Service in the event of a reduction in appropriations to any fund(s) from which UKG is to be paid for Services ordered under this Agreement but not yet delivered. Customer will provide a ninety (90) day prior written notice in the event of such termination to UKG and Customer agrees to pay for the products delivered and the services performed by UKG prior to the effective date of such notice. In the event of such termination, Customer shall not be entitled to a refund of pre-paid Services, such as the support fees. Customer acknowledges that by executing an Order Form for the Services, Customer has received fiscal appropriations for the amounts due during the Initial or Renewal Term (as applicable) as indicated on such Order.

7.3 Effects of Termination. The following terms apply if an Order is terminated for any reason:

7.3.1 Fees. All fees will be paid by Customer for amounts owed through the effective date of termination, and, if the Order is terminated for UKG's breach of the Agreement, any fees prepaid by Customer for the Service not rendered prior to the effective date of termination will be credited against Customer's account, with any remaining amounts refunded to Customer within thirty (30) days of the effective date of termination.

7.3.2 Cessation of Services. UKG will cease to provide the Services to Customer and Customer's right to use and access the Subscription Services will end as of the effective date of termination. If Customer requires access to the Subscription Services after the effective date of termination or transition assistance, such access and assistance will be subject to mutual agreement and additional fees, under a separate Order or SOW, and will be subject to the terms and conditions of this Agreement.

7.3.3 Deletion of Customer Data. UKG will delete Customer Data after Customer's rights to access the Subscription Services and retrieve Customer Data have ended, unless otherwise provided under this Agreement, a Services Description, Order, SOW, or another document. UKG will delete Customer Data in a series of steps and in accordance with UKG's standard business practices for destruction of Customer Data and system backups. UKG has no obligation to retain Customer Data and Customer Data may be permanently deleted as part of UKG's data management program(s) or practice(s), and in accordance with Applicable Laws.

7.3.4 Confidential Information. UKG and Customer will each return or destroy any Confidential Information of the other Party, with any retained Confidential Information remaining subject to this Agreement.

8. Indemnification

8.1 Claims Against Customer. UKG will defend Customer and Customer's respective directors, officers, and employees, who are acting on behalf of Customer ("Customer Indemnified Parties"), from and against any and all third party Claims to the extent the Services or Documentation infringe or misappropriate any registered copyright or patent. UKG will indemnify and hold harmless the Customer Indemnified Parties against any liabilities, damages, costs, or expenses (including, without limitation, reasonable attorneys' fees) actually awarded by a court of applicable jurisdiction to the extent resulting from such third party Claim, or as a result of UKG's settlement of such third party Claim.



- 8.2 Mitigation.** In the event that a final injunction is obtained against Customer's use of the Subscription Services by reason of infringement or misappropriation, or if in UKG's opinion, the use of the Subscription Services is likely to become the subject of a successful Claim of infringement or misappropriation, UKG (at its option and expense) will use commercially reasonable efforts to either (a) procure for Customer the right to continue using the Subscription Services as provided in the Agreement; or (b) replace or modify the Subscription Services so that they become non-infringing but remain substantively similar to the affected Subscription Services. Should neither (a) nor (b) be commercially reasonable, either Party may terminate the applicable Subscription Services and the rights granted hereunder upon written notice, at which time UKG will provide a refund to Customer of any fees paid by Customer for the infringing elements covering the period of their unavailability.
- 8.3 Exceptions.** UKG will have no liability to Indemnify or defend Customer to the extent the alleged infringement or misappropriation of the Subscription Services is based on (a) use other than as expressly permitted by this Agreement or by UKG in writing; or (b) use in conjunction with any equipment, service, or software not provided by UKG, where the Subscription Services would not otherwise infringe, misappropriate, or become the subject of the third party Claim.
- 8.4 Qualifications.** Customer will provide written notice to UKG promptly after receiving notice of a third party Claim. If defense of such third party Claim is materially prejudiced by a delay in providing notice, UKG will be relieved from providing such indemnity to the extent of the delay's impact on the defense. UKG will have sole control of the defense of any indemnified third party Claim and all negotiations for its settlement or compromise, provided that UKG will not enter into any settlement which imposes any obligations on Customer without the prior written consent of Customer. Customer will cooperate fully (at UKG's request and expense) with UKG in the defense, settlement, and compromise of any such action. Customer may retain its own counsel at its own expense, subject to UKG's rights above.
- 8.5 Government Control of Defense.** If Customer is a US Federal, State, or Local governmental entity, then, to the extent required by law, the following will apply: Any provision of the Agreement requiring UKG to defend or indemnify Customer is hereby amended, solely to the extent required by Applicable Laws, to provide that the U.S. Department of Justice (for a Federal Customer) or applicable State Attorney General's Office (for a SLED Customer) has the right to represent the respective Federal or SLED entity in litigation and other formal proceedings at its own cost. Subject to approval of the U.S. Department of Justice (for a Federal Customer) or applicable State Attorney General's Office (for a SLED Customer), if applicable, Customer shall tender defense of action to UKG upon request by UKG.
- 8.6** This "Indemnification" section states UKG's sole liability and Customer's exclusive remedy for all third party Claims and damages.
- 9. Limitations of Liability**
- 9.1 Monetary Cap.** DURING ANY TWELVE (12) MONTH CONTRACT TERM (BEGINNING ON THE EFFECTIVE DATE OF THE APPLICABLE ORDER), UKG'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS IN CONNECTION WITH ANY SERVICE PROVIDED TO CUSTOMER SHALL IN NO EVENT EXCEED THE AMOUNT PAID OR PAYABLE TO UKG DURING SUCH TWELVE (12) MONTH CONTRACT TERM FOR THE SERVICE GIVING RISE TO SUCH CLAIM(S).
- 9.2 Exclusion of Damages.** UKG WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES; FOR THE COST OF ACQUIRING SUBSTITUTE OR REPLACEMENT SERVICES; OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOST GOODWILL, OR LOST DATA RESULTING FROM OR RELATED TO THE SERVICES OR THIS AGREEMENT, HOWEVER CAUSED; OR ANY DAMAGES TO THE EXTENT CAUSED BY CUSTOMER'S DATA OR APPLICATIONS, CUSTOMER'S ALLOWANCE OF UNAUTHORIZED THIRD PARTY ACCESS, OR CUSTOMER'S INTRODUCTION OF MALICIOUS CODE.
- 9.3 Applicability of Limitations.** THESE LIMITATIONS APPLY FOR ANY REASON, REGARDLESS OF LEGAL THEORY AND THE REASON LIABILITY IS ASSERTED, EVEN IF UKG HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NOTHING IN THIS SECTION OR ELSEWHERE IN THIS AGREEMENT SHALL OPERATE TO EXCLUDE OR LIMIT THE LIABILITY OF ANY PARTY TO THE EXTENT SUCH LIABILITY CANNOT LAWFULLY BE SO LIMITED OR EXCLUDED UNDER APPLICABLE LAW. INsofar AS APPLICABLE LAW PROHIBITS ANY LIMITATION ON LIABILITY HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION WILL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION COMPLIANT WITH APPLICABLE LAW. THE PARTIES AGREE THAT THE LIMITATIONS ON LIABILITIES SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

10. General

- 10.1 Jurisdiction & Dispute Resolution.** This Agreement is governed by and is to be interpreted solely in accordance with the laws of the Commonwealth of Massachusetts, without regard to any conflict of law provision that would result in the application of a different body of law, and each Party agrees to submit to exclusive venue in the courts in Boston, Massachusetts in any dispute arising out of or relating to this Agreement. The United Nations Commission on International Trade Law, the United Nations Convention on Contracts for the International Sale of Goods, and the Uniform Computer Information Transactions Act (UCITA) will not apply to this Agreement.
- 10.2 Federal Government Use Provision.** If the ultimate end user is a U.S. federal government entity, then it acknowledges that the Subscription Services, Equipment and Documentation consist of "commercial services" and "commercial products," as defined in FAR 2.101, consisting of "commercial computer software," "commercial computer software documentation" and "technical data" as these terms are used in FAR 12.211-12.212 and in DFARS 227.7202, as applicable. All such government end users will comply with this Agreement while using Subscription Services, Equipment and Documentation. The rights of the U.S. Government to use, modify, reproduce, release, perform, display, or disclose commercial computer software, commercial computer software documentation, and technical data furnished in connection with the Subscription Services, Equipment and Documentation shall be as provided in this Agreement, except that, for U.S. Department of Defense end users, technical data customarily provided to the public is furnished in accordance with DFARS 252.227-7015. If such Customer needs any additional rights, it must negotiate a mutually agreed addendum to these Agreement specifically granting those rights.
- 10.3 Export.** Each Party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Services. Without limiting the generality of the foregoing, Customer represents that it is not on any U.S. government denied-party list and it shall not make the Services available to any person or entity that (a) is located in a country that is subject to a U.S. government embargo; (b) is listed on any U.S. government list of prohibited or restricted parties; or (c) is engaged in activities directly or indirectly related to proliferation of weapons of mass destruction.
- 10.4 UKG's Employer Obligations.** UKG is responsible for compliance with all requirements and obligations relating to its employees under all Applicable Laws including, but not limited to, employer's obligations under laws relating to: payroll, income tax withholding and reporting; civil rights; equal employment opportunity; discrimination on the basis of age, sex, race, color, religion, disability, national origin, or veteran status; overtime; minimum wage; social security contribution and withholding; unemployment insurance; employer's liability insurance; worker's compensation; veteran's rights; and all other employment, labor, or benefits related laws.
- 10.5 Human Trafficking and Modern Slavery.** UKG shall comply with all Applicable Laws regarding slavery and human trafficking of the state, province, and country/countries in which they are performing the Services and doing business, including, but not limited to, the California Transparency in Supply Chains Act and the United Kingdom Modern Slavery Act.
- 10.6 E-Verify.** To the extent required by Applicable Laws, UKG agrees to utilize the U.S. Department of Homeland Security's E-Verify system, to verify the employment eligibility of all persons assigned by UKG to perform work in the United States pursuant to this Agreement.
- 10.7 Severability and Waiver.** The invalidity or illegality of any provision in this Agreement will not affect the validity of any other provision. All unaffected provisions remain in full force and effect. The waiver of any breach of this Agreement will not constitute a waiver of any subsequent breach or default and will not negate the rights of the waiving Party.
- 10.8 Surviving Provisions.** Provisions in this Agreement which by their nature are intended to survive in the event of a dispute or because their obligations continue past termination of the Agreement, including provisions relating to acknowledgements, reservation of rights, use restrictions, fees, confidentiality, limits of liability, indemnification, and termination, will so survive.
- 10.9 Assignment.** This Agreement cannot be assigned by a Party, whether by operation of law or otherwise, without the prior written consent of the other Party; provided, however, that either Party may assign this Agreement in its entirety (including all Orders and Statements of Work) as part of a merger, acquisition, transfer, or sale of all or substantially all of its assets, stock or business, including to an Affiliate, so long as the assignee agrees to be bound by all of the terms and conditions of this Agreement, the Orders, and Statements of Work. In the event of such an assignment, the non-assigning party shall be entitled to request from the assignee reasonable information to demonstrate that the assignee has the necessary resources and expertise to provide the Service. In no event shall Customer have the right to assign the Agreement to a direct competitor of UKG. This Agreement shall be binding on and inure to the benefit of all permitted predecessors, successors, and assigns of each Party.

- 10.10 Force Majeure.** If an unforeseeable event reasonably beyond the control of either of the Parties arises to prevent a Party from performing its obligations under this Agreement, including, but not limited to, acts of war, terrorism, uprising, acts of nature like earthquakes or floods, measures of any governmental authority in response to pandemics, epidemics or other viral or bacterial outbreaks, civil unrest, embargoes, riots, sabotage, labor shortages, changes in laws or regulations, the failure of the internet or communications via common networks, failure of payment transfer mechanisms (but not lack of funds to make payments), power or system failure, or a delay in transportation (collectively "Force Majeure"), each Party will be excused from performance of its obligations under this Agreement, for the duration of the Force Majeure affecting such Party, provided that the affected Party will use reasonable efforts to mitigate the impact of the Force Majeure. Notwithstanding the foregoing, UKG remains obligated to provide disaster recovery portions of the Services to the extent not also prevented by the Force Majeure.
- 10.11 Publicity.** UKG will not publicize matters relating to Customer's use of the Services without Customer's prior consent. Despite the foregoing, UKG may identify the Customer as a UKG customer and use Customer's name, trademark, and logo, in any and all media, including without limitation, UKG's advertising literature, marketing materials, websites, and lists of UKG's customers; however, such usage shall not be classified as an advertisement but only identification as an entity who receives the Service from UKG. For the avoidance of doubt, this section does not prohibit UKG from referencing Customer's name in a verbal format.
- 10.12 Notice.** When either Party needs to provide notification or consent under this Agreement, those notices and consents must be in writing and considered delivered upon actual receipt. All notices to UKG must be sent to the following: UKGLegal@ukg.com with a copy to EVP Chief Legal Officer, UKG Inc., 900 Chelmsford Street, Lowell, MA 01851. All notices to Customer will be sent to the contact listed on the applicable Order. Notices sent elsewhere will not be considered effective under this Agreement. Any cure period required under this Agreement will begin on the date the notice is received.
- 10.13 eSignature.** Each Party agrees that an eSignature (or a facsimile signature by the authorized representative) is evidence of acceptance of a valid and enforceable agreement.
- 10.14 No Third Party Beneficiaries.** The provisions of this Agreement are for the sole benefit of the Parties and they will not be construed as conferring any rights on any third party nor are there any third party beneficiaries to this Agreement.
- 10.15 Titles and Headings.** Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.
- 10.16 Relationship of the Parties.** The Parties are independent contractors. Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between the Parties or constitute any Party to be the agent of the other Party for any purpose.
- 10.17 Entire Agreement.** This Agreement (and any information in referenced herein, including in an exhibit, schedule, attachment, annex, or at any URL) along with any corresponding Order, SOW, and Services Description constitute the entire agreement between the Parties pertaining to each Order. This Agreement supersedes all prior and contemporaneous representations, negotiations, and communications between the Parties relating to the Services and its subject matter. Customer acknowledges that it has not relied upon any such representations, negotiations, and communications, and waives any rights or claims arising from such representations, negotiations, and communications, including any claims for fraud or misrepresentation. This Agreement may only be amended in writing signed by each of the Parties. If Customer uses its own purchase order or similar document, any terms or conditions in such purchase order are null and void. In the event of a conflict between the provisions contained in this Agreement and those contained in an Order, SOW, or Services Description, the following order of precedence shall apply: (1) the Order, (2) this Agreement, (3) Services Description, and (4) the SOW.

11. Definitions

- 11.1 "Affiliates"** means, as to UKG, those entities that are directly or indirectly controlled by UKG Inc.; and as to Customer, those Customer entities that directly or indirectly control, are controlled by, or are under common control with Customer. "Control" (in this context) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and operating policies of the entity in respect of which the determination is being made through the ownership of the majority of its voting or equity securities, contract, or otherwise.
- 11.2 "Applicable Law(s)"** means all laws, codes, legislative acts, regulations, ordinances, administrative rules, rules of court, and court orders applicable to a Party's respective business.
- 11.3 "Claim(s)"** means any and all notices, charges, claims, proceedings, actions, causes of action and suits.



- 11.4 **"Customer Data"** means all content, information, and data Customer inputs into the Subscription Services, including but not limited to Personal Information.
- 11.5 **"Documentation"** means the written specifications for the Subscription Services or other published online by UKG on its community pages accessible at <https://www.ukg.com/support> and <https://library.ukg.com/>, such as user manuals and administrator guides, as well as the Services Descriptions.
- 11.6 **"DPA"** means UKG's U.S. Data Processing Agreement located at <https://www.ukg.com/us-dpa>.
- 11.6 **"Order"** means an order form, agreed by both Parties, which is subject to this Agreement or otherwise references this Agreement, setting out, among other things, the type and quantity of employees that may be managed in the Subscription Services, the term of the Order, price and payment terms of the Services to be provided by UKG, and the fees to be paid by Customer.
- 11.7 **"Party"** or **"Parties"** means UKG or Customer, or both, as the context dictates.
- 11.8 **"Personal Information"** means Customer Data related to a Data Subject as defined under U.S Privacy Laws, including "personal information" as defined under the California Consumer Privacy Act ("CCPA") and any similar terms, such as "personally identifiable information"
- 11.9 **"Professional Services"** means the deployment, launch, configuration, implementation, integration, delivery, consulting, managed, and other similar services provided hereunder.
- 11.10 **"Services"** means the (a) Subscription Services; (b) Support Services; (c) Professional Services; (d) Training Services; and (e) other services or offerings as set forth in an Order.
- 11.11 **"Services Description"** means the supplemental terms applicable to a Subscription Service or other offerings located at <http://www.ukg.com/services-descriptions>.
- 11.12 **"Statement of Work"** or **"SOW"** means a document executed by both Parties, which is subject to this Agreement and the applicable Order or otherwise references this Agreement, detailing the scope of Professional Services or Training Services, the associated fees, and other applicable terms.
- 11.13 **"Subscription Services"** means those UKG software-as-a-service ("**SaaS**") applications set forth on the Order, including the UKG data accessible therein, and made available to Customer via a hosted multi-tenant environment to use on a subscription basis.
- 11.15 **"Support Services"** means support and maintenance services provided by UKG for the Subscription Services, as described in this Agreement.
- 11.16 **"Training Services"** means in person and virtual instructor-led training and courses, including online, on-demand, in-product, and on-site courses provided by UKG.
- 11.17 **"UKG"** means UKG Kronos Systems, LLC., a Massachusetts limited liability company with its principal place of business at 900 Chelmsford Street, Lowell, MA 01851.



Exhibit 1

Acceptable Use Policy

This Acceptable Use Policy (this "Policy") describes prohibited uses of the Services. In accordance with the Agreement, Customer agrees to use the Services in accordance with the latest version of this Policy.

1. Prohibited Use.

Customer agrees that it shall not use the Services, nor authorize, encourage, promote, facilitate or instruct others including its authorized users or Affiliates to use the Services as set forth below:

PROHIBITED USE	DESCRIPTIONS AND EXAMPLES
(a) No Illegal, Harmful, or Offensive Use or Content	<p>Customer may not use, or encourage, promote, facilitate or instruct others to use, the Services for any illegal, harmful or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, or offensive. Prohibited activities or content include, but are not limited to:</p> <p>Illegal Activities. Any illegal activities, including advertising, transmitting, or otherwise making available gambling sites or services or disseminating, promoting or facilitating child pornography.</p> <p>Harmful or Fraudulent Activities. Activities that may be harmful to others, UKG's operations or reputation, including offering or disseminating fraudulent goods, services, schemes, or promotions (e.g., make-money-fast schemes, ponzi and pyramid schemes, phishing, or pharming), or engaging in other deceptive practices.</p> <p>Infringing Content. Content that infringes or misappropriates the intellectual property or proprietary rights of others.</p> <p>Offensive Content. Content that is defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable, including content that constitutes child pornography, relates to bestiality, or depicts non-consensual sex acts.</p> <p>Harmful Content. Content or other computer technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data, including viruses, Trojan horses, worms, time bombs, or cancelbots.</p>
(b) No Security Violations	<p>Customer may not use the Services to violate the security or integrity of any network, computer or communications system, software application, or network or computing device (each, a "System"). Prohibited activities include, but are not limited to:</p> <p>Unauthorized Access. Accessing or using any System without permission, including attempting to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System. Customer will not perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan on any System.</p> <p>Interception. Monitoring of data or traffic on a System without permission.</p> <p>Falsification of Origin. Forging TCP-IP packet headers, e-mail headers, or any part of a message describing its origin or route. This prohibition does not include the use of aliases or anonymous remailers.</p> <p>No Use of Robots. Customer will not use any tool designed to automatically emulate the actions of a human user (e.g., robots)</p>
(c) No Network Abuse	<p>Customer may not make network connections to any users, hosts, or networks unless Customer has permission to communicate with them. Prohibited activities include, but are not limited to:</p> <p>Monitoring or Crawling. Monitoring or crawling of a System that impairs or disrupts the System being monitored or crawled.</p> <p>Denial of Service (DoS). Inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective.</p> <p>Intentional Interference. Interfering with the proper functioning of any System, including any deliberate attempt to overload a system by mail bombing, news bombing, broadcast attacks, or flooding techniques.</p>

PROHIBITED USE	DESCRIPTIONS AND EXAMPLES
	<p>Operation of Certain Network Services. Operating network services like open proxies, open mail relays, or open recursive domain name servers.</p> <p>Avoiding System Restrictions. Using manual or electronic means to avoid any use limitations placed on a System, such as access and storage restrictions.</p>
(d) No E-Mail or Other Message Abuse	<p>Customer will not use the Service to distribute, publish, send, or facilitate the sending of unsolicited mass e-mail or other messages, promotions, advertising, or solicitations (like "spam"), including commercial advertising and informational announcements. Customer will not alter or obscure mail headers or assume a sender's identity without the sender's explicit permission. Customer will not collect replies to messages sent from another internet service provider if those messages violate this Policy or the acceptable use policy of that provider.</p>

2. Monitoring and Enforcement

UKG reserves the right, but does not assume the obligation, to investigate any violation of this Policy or misuse of the Services. UKG may:

- investigate violations of this Policy or misuse of the Services; or
- remove, disable access to, or modify any content or resource that violates this Policy.

If Customer violates the Policy or authorizes or helps others to do so, UKG may suspend use of the Services until the violation is corrected or terminate the Agreement for cause in accordance with the terms of the Agreement. UKG may modify this Policy at any time upon written notice to Customer of a revised version.

UKG may report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. UKG's reporting may include disclosing appropriate customer information. UKG also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this Policy.

3. Reporting of Violations of this Policy by Customer

If Customer becomes aware of any violation of this Policy, Customer will immediately notify UKG and provide UKG with assistance, as requested, to stop or remedy the violation.



Exhibit 2

EQUIPMENT ADDENDUM

This Equipment Addendum ("Addendum") supplements the Agreement (as defined in the Order that incorporates this Addendum) by setting forth certain additional terms and conditions that apply to the purchase and/or rental of Equipment and Equipment Support Services (as applicable).

In the event of conflict or inconsistency between any provision contained in the Agreement and any provision contained in this Addendum, with respect to the purchase and/or rental of Equipment and Equipment Support Services, the provisions contained in this Addendum shall prevail.

1. Definitions.

In this Addendum, capitalized terms shall have the meanings set out below. Capitalized terms not otherwise defined below have the meaning given to them in the Agreement.

"**Depot Exchange Service**" means the Equipment Support Services option where UKG ships a replacement unit on an advance exchange basis in accordance with the Section 6 below.

"**Depot Repair Service**" means the Equipment Support Services option where Customer has its own inventory of spare terminals and UKG repairs the terminal in accordance with Section 6 below.

"**Equipment**" mean UKG equipment such as time clocks, that are included on the Order.

"**Equipment Description**" means the supplemental terms attached hereto as Exhibits for purchased Equipment or Rental Equipment, as applicable.

"**Equipment Documentation**" means Equipment specifications, such as user manuals and administrator guides, published by UKG via the UKG community portal, accessible at <https://www.ukg.com/support>.

"**Equipment Support Services**" means Equipment maintenance and support services option stated on the Order.

2. **Purchase or Rental Equipment.** Customer may purchase or rent Equipment from UKG and receive related Equipment Support Services if included on the Order. If Customer purchases Equipment, Exhibit A applies, and if Customer rents Equipment, Exhibit B applies.
3. **Payment and Invoicing.** The price payable by Customer for the purchase or rental of Equipment, and Equipment Support Services as applicable, is set out on the Order. Each Party shall pay shipping costs and fees pursuant to the shipping terms stated on the Order.
4. **Shipping and Title.**

4.1 **Shipping.** UKG shall ship Equipment to Customer in accordance with the following shipping terms, unless otherwise stated on the Order.

4.2 **Shipments to United States Destinations.** All shipments to or from Customer to destinations within the United States are FOB (Free On Board) Shipping Point, and the shipping party is responsible for all costs and risks of loss, except that for shipments from UKG to Customer utilizing UKG's preferred carrier, UKG is responsible for the risk of loss during shipment until delivery to the identified destination. For UKG's initial shipment of purchased Equipment to Customer destinations within the United States, title of the Equipment passes to Customer upon shipment to the identified destination.

4.3 **Shipments to Destinations Outside of the United States.** Shipments to Customer destinations located in countries where UKG or one of its affiliates has an office are DDP (Delivered Duty Paid), and UKG is responsible for all duties and Value Added Taxes (VAT). Shipments to Customer destinations located in countries where UKG or one of its affiliates does not have an office are DAP (Delivered At Place), and Customer is responsible for import clearance, all duties and VAT. Shipments to UKG from a Customer location outside of the United States are DDP, and Customer is responsible for all duties and VAT. For the initial shipment of purchased Equipment to Customer outside of the United States, title of the Equipment passes to Customer upon delivery to the identified destination.

4.4 **Title.** Title to rented Equipment shall always remain with UKG. Except as expressly provided in this Addendum, UKG has and shall maintain sole and exclusive ownership of all rights, title, and interest in the intellectual property of the Equipment and its firmware.

5. Customer Responsibilities.



5.1 Use of Equipment. Customer shall (i) use the Equipment in accordance with the Equipment Documentation, (ii) use UKG's carrier of choice when shipping any Equipment, and ensure that Equipment returned to UKG is reasonably packaged to prevent damage in transit, and (iii) remove Customer Data from Equipment before sending Equipment to UKG. UKG reserves the right to delete Customer Data from Equipment that it receives from Customer. Customer is solely responsible for the backup of Customer Data. Customer acknowledges and agrees that UKG shall have no liability for Customer's failure to backup Customer Data.

5.2 Returning Equipment. When returning Equipment as permitted by the Addendum, Customer shall (i) request a Return Material Authorization Number ("RMA") from UKG and place the RMA conspicuously on the outside of the return shipping package; and (ii) promptly return any failed Equipment. Customer acknowledges that any batch shipping of Equipment will result in a longer turnaround time and a surcharge to Customer.

5.3 Restrictions. In addition to the Use Restrictions set out in Section 2.2 of the Agreement, Customer will not, and will not cause or permit others to: (a) reverse engineer, disassemble, adapt, translate, or decompile the Equipment or any firmware component included with the Equipment, including, without limitation, any third party components, or otherwise attempt to derive source code, trade secrets, or knowhow from the Equipment, (b) probe, scan or test the vulnerability, or attempt to gain unauthorized access to the Equipment or its firmware, or (c) remove or alter any proprietary notices or marks on the Equipment or Documentation.

6. Support Services.

6.1 Description. UKG shall provide Equipment Support Services as set forth in the applicable Equipment Description for rented or purchased equipment attached hereto.

6.2. Support Process.

(a) Troubleshooting and return. In the event of an Equipment issue covered by the Depot Exchange Service or the Depot Repair Service, Customer shall notify UKG of such issue in writing and UKG will attempt to resolve the issue via remote support. However, if UKG deems an issue to require Equipment repair or replacement, UKG shall provide Customer with a RMA for such Equipment, and Customer will ship the applicable Equipment to UKG at a location specified by UKG.

(b) Additional terms for Depot Exchange Service. UKG will replace Equipment subject to Section 6.2(a). UKG will ship such replacement Equipment to the address provided by Customer. Upon receipt of such replacement Equipment, Customer shall package the defective Equipment using the materials provided by UKG for that purpose, display the RMA on the packaging in accordance with Section 5.2 above, and promptly return the Equipment to UKG. UKG may suspend the Depot Exchange Service if Customer does not return replaced Equipment to UKG within ten (10) business days of receiving the applicable replacement. In such event, UKG shall restore the service when Customer either (i) ships the replaced Equipment to UKG, or (ii) pays UKG the then-current UKG list price of the replaced Equipment. For the avoidance of doubt, the Depot Exchange Service will not be extended or otherwise affected by such suspension.

(c) Additional terms for Depot Repair Service. Subject to Section 6.2(a), Customer shall ship applicable Equipment to UKG. UKG will use reasonable efforts to repair the Equipment and ship it to Customer within ten (10) business days of receipt.

(d) Device Software Maintenance. If Customer has active Device Software Maintenance, UKG will provide Customer with service packs for the applicable Equipment (which contain system updates) available for download at UKG's community portal ("Equipment Service Packs"). Customer is responsible for installing Equipment Service Packs. UKG may verify if Customer has downloaded any Equipment Service Packs to which Customer is not entitled. Device Software Maintenance is included with Depot Exchange and Depot Repair, however, if Device Software Maintenance is purchased alone it does not include any repair or exchange services.

(e) Per-event Repair Service. Per-event rates apply to customers without an equipment support agreement. The Equipment will be returned by regular surface transportation. This service does not include Device Maintenance Software or Equipment Service Packs. Subject to Section 6.2(a), upon failure of installed Equipment, Customer shall ship such Equipment to UKG. UKG will attempt to repair any repairable defective item within fifteen (15) business days after receipt at the current per-event pricing.

6.3 Spare Equipment. For business continuity purposes, UKG recommends that Customer retains a sufficient number of spare Equipment, and it is Customer's sole responsibility to retain such Equipment.

6.4 Exclusions. UKG is not liable for, and the Equipment Support Services do not include, the repair of damages, and Customer will not attempt to return damaged Equipment, resulting from:

- (a) Any cause external to the Equipment including, but not limited to Force Majeure causes;
- (b) Customer's failure to continually provide a suitable installation environment (as indicated in UKG's published installation guidelines) including, but not limited to, adequate electrical power;



(c) Customer's improper use, location, packaging, refinishing, management, maintenance or supervision of the Equipment or other failure to use Product in accordance with the Equipment Documentation;

(d) Customer's use of the Equipment for purposes other than those for which they are designed or the use of accessories or supplies not approved by UKG;

(e) Government imposed sanctions, rules, regulations or laws preventing the shipment of the Equipment; or

(f) Customer's repair, attempted repair or modification of the Equipment.

7. **Export.** Section 10.3 of the Agreement shall apply to the provision and use of Equipment under this Addendum.

8. Warranties.

8.1 Equipment Support Services. UKG warrants that all Equipment Support Services performed under this Addendum will be performed in a good and professional manner.

8.2 Equipment Service Packs. UKG warrants that all Equipment Service Packs provided under this Addendum shall materially perform in accordance with the applicable Equipment Documentation for ninety (90) days after download by Customer, provided that Customer's use, installation and maintenance thereof conforms to the Equipment Documentation.

8.3 Remedies. To the extent permitted by Applicable Law, Customer's exclusive remedies for any breach of UKG's warranties outlined in this Addendum shall be, at UKG's option, the repair or replacement of the applicable Equipment Service Pack(s) or firmware update(s).

8.4 Disclaimer. Section 6.4 of the Agreement shall apply to the provision of Equipment under this Addendum. References to Services in such Section 6.4 shall be taken to mean Equipment for the purposes of this Addendum.

8.5 Customer Warranty. Customer warrants that it has obtained all the information it requires to fully evaluate the Equipment and determine that the Equipment is suited to its organization, needs and objectives. All Equipment will be supplied based upon the information provided by Customer or on behalf of Customer to UKG. Customer is responsible to provide all such Information in a timely, complete and accurate manner. Customer will be responsible for any adverse effect that any Customer delay or instruction may have on the supply and operation of the Equipment.

9. Limitation of Liability.

9.1 Monetary Cap. THE TOTAL AGGREGATE LIABILITY OF UKG IN CONNECTION WITH THIS ADDENDUM WILL BE LIMITED TO ACTUAL AND DIRECT DAMAGES PROVEN BY CUSTOMER. FOR RENTAL EQUIPMENT, UKG'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS IN CONNECTION WITH ANY SUCH EQUIPMENT WILL NOT EXCEED THE AMOUNT OF TOTAL NET PAYMENTS RECEIVED BY UKG FOR THE APPLICABLE EQUIPMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE IN WHICH THE DAMAGES ARISE. FOR PURCHASED EQUIPMENT, UKG'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS IN CONNECTION WITH ANY SUCH EQUIPMENT WILL NOT EXCEED THE AMOUNT OF TOTAL NET PAYMENTS RECEIVED BY UKG FOR THE APPLICABLE EQUIPMENT FROM WHICH THE DAMAGES ARISE. UKG'S TOTAL AGGREGATE LIABILITY FOR EQUIPMENT SUPPORT SERVICES AND EQUIPMENT SERVICE PACKS IS SUBJECT TO SECTION 9 OF THE AGREEMENT.

9.2 Exclusion of Damages. UKG WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES; FOR THE COST OF ACQUIRING SUBSTITUTE OR REPLACEMENT OF EQUIPMENT OR SERVICES; OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOST GOODWILL, OR LOST DATA RESULTING FROM OR RELATED TO THIS ADDENDUM, HOWEVER CAUSED.

9.3 Applicability of Limitations. THESE LIMITATIONS APPLY FOR ANY REASON, REGARDLESS OF ANY LEGAL THEORY AND FOR WHATEVER REASON LIABILITY IS ASSERTED, EVEN IF UKG HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. IN SO FAR AS APPLICABLE LAW PROHIBITS ANY LIMITATION ON LIABILITY HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION WILL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION COMPLIANT WITH APPLICABLE LAW. THE PARTIES AGREE THAT THE LIMITATIONS ON LIABILITIES SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

10 Finger Scan (FS) and Facial Recognition (FR) Equipment.

10.1 FS/FR Warranty. For Customer's use of Equipment containing finger scan sensor and/or facial recognition technology ("FS/FR Equipment"), Customer has the option to configure the FS/FR Equipment settings to capture or not, and to provide the option to its employees. Customer warrants that it will assess and will maintain its compliance with all applicable biometric privacy laws with respect to its use of FS/FR Equipment (including but not limited to undertaking a legitimate interest assessment, where required). If required by law,



Customer further warrants that prior to using finger scan sensor and/or facial recognition technology in FS/FR Equipment it shall, where applicable : (i) obtain signed releases from employees consenting to the use of the applicable FS/FR Equipment for employee timekeeping purposes (where appropriate); (ii) issue policies to their employees and the public regarding its retention and destruction of the finger scan or facial recognition data, and (iii) shall expressly apply any releases, consents, or policies required by applicable law to UKG, its affiliates and its authorized subcontractors.

10.2 FS/FR Responsibility. CUSTOMER AGREES TO BE RESPONSIBLE FROM ANY AND ALL DAMAGES, LOSSES, LIABILITIES, COSTS, PENALTIES, AND FINES ACTUALLY AWARDED TO A THIRD PARTY AS A RESULT OF SUCH A FS/FR EQUIPMENT CLAIM. UPON RECEIPT OF NOTICE OF SUCH AN EQUIPMENT CLAIM, UKG SHALL BE ENTITLED TO PARTICIPATE IN THE DEFENSE OF SUCH CLAIM AND TO EMPLOY COUNSEL AT ITS OWN EXPENSE TO ASSIST IN THE HANDLING OF SUCH CLAIM, ON A MONITORING AND A NON-CONTROLLING BASIS; (ii) CUSTOMER SHALL NOT SETTLE ANY EQUIPMENT CLAIM ON ANY TERMS OR IN ANY MANNER THAT ADVERSELY AFFECTS THE RIGHTS OF UKG WITHOUT ITS PRIOR WRITTEN CONSENT; AND (iii) UKG SHALL PROVIDE REASONABLE COOPERATION AND ASSISTANCE AT CUSTOMER'S SOLE COST AND EXPENSE.



Exhibit A

Purchased Equipment Description

This Purchase Equipment Description is supplemental to the Equipment Addendum and contains additional or different terms with respect to the purchase of Equipment and related Support Services by Customer.

1. Definitions.

In this Exhibit A, capitalized terms shall have the meanings set out below:

“Initial Term” – means the initial billing term of the Equipment Support Service as set forth in Section 4.2 below.

“Renewal Term” – means the renewal billing term of the Equipment Support Service as set forth in Section 4.2 below.

“Term” – means the Initial Term and any Renewal Terms, together.

2. Invoicing of Purchased Equipment and Support Services. UKG shall invoice Customer for purchased Equipment and Equipment Support Services upon shipment of such purchased Equipment.

3. Renewal and Termination.

3.1 Upon expiry of the Initial Term, the term of the Equipment Support Services will renew for successive Renewal Terms unless either Party notifies the other in writing of its intent not to renew at least thirty (30) days prior to expiry of the then-current Initial Term or a Renewal Term.

3.2 The fees for Equipment Support Services may change on the commencement of each applicable Renewal Term, provided that UKG gives Customer at least thirty (30) days' prior written notice of such change through the renewal quote or Invoice, and the fees for the same quantity of such Equipment and the same Equipment Support Service may increase as set forth in the Order over the previous year. The increased fees will be set forth in the applicable invoice.

4. Support Services.

4.1 **Option.** Customer may purchase the following Equipment Support Services packages:

- (a) Depot Exchange Service;
- (b) Depot Repair Service; or
- (c) Device Software Maintenance.

Each package includes access to UKG online and phone support services. All Equipment of the same type, including spare Equipment (described in Section 6.3 of the Addendum), must be covered by the same Equipment Support Services package. If Customer requests Equipment support from UKG for Equipment not covered by Equipment Support Services, UKG's per-event rates will apply.

4.2 **Term.** Unless expressly agreed by the Parties in writing, the Initial Term and each Renewal Term of Equipment Support Services for purchased Equipment is one (1) year, with the Initial Term commencing upon the expiration of the warranty period described in Section 5 below and the Renewal Term commencing on the expiry of the Initial Term or the previous Renewal Term.

5. Warranty. Unless otherwise expressly agreed in writing, UKG warrants that purchased Equipment, under normal usage and with regular recommended Equipment Support Service, shall be free from defects in materials and workmanship, as set forth in the Equipment Documentation, for a period of ninety (90) days from the date of delivery of the purchased Equipment. This warranty is provided to Customer only, and does not apply to any Equipment: (a) damage or malfunction resulting from misuse, neglect, tampering, modification or replacement of any UKG components on any boards supplied with the Equipment, unusual physical or electrical stress, or any other cause besides normal and intended use; (b) use, installation or maintenance by Customer that does not conform to the applicable Equipment Documentation; or (c) malfunctions resulting from the use of a badge not approved by UKG. UKG's entire liability for a breach of this warranty shall be for UKG, at its option and cost, to repair or replace the affected Equipment, and, if UKG is unable to repair or replace within a reasonable time, then upon return of such Equipment to UKG, UKG will refund the amount Customer paid for the affected Equipment as depreciated on a straight-line basis over a five (5) year period.



Exhibit B

Equipment Rental Description

This Equipment Rental Description is supplemental to the Equipment Addendum and contains additional or different terms with respect to Equipment rented by Customer.

1. Definitions.

In this Exhibit B, capitalized terms shall have the meanings set out below:

"Billing Start Date" – means the date Equipment Rental Fees begin to accrue, as set forth on the Order.

"Billing Frequency" – means the Invoice frequency of Equipment Rental Fees, as set forth on the Order.

"Equipment Rental Fees" – means the fees payable to UKG for rented Equipment, as applicable that are set forth on the Order.

"Initial Term" – means the initial billing term of the rented Equipment as set forth on the Order which commences on the Billing Start Date.

"Renewal Term" – means the renewal billing term of the rented Equipment as set forth on the Order.

"Term" – means the Initial Term and any Renewal Terms, together.

2. Payment and Invoicing.

UKG shall invoice Customer on the Billing Frequency Indicated on the Order. The billing period of the Equipment Rental Fees will start on the Billing Start Date and will continue for the Initial Term. The Equipment Rental Fees include the cost of the Depot Exchange Service (as described below) for such Equipment.

3. Renewal and Return

3.1 On expiry of the Initial Term and expiry of each Renewal Term, each as indicated on the Order, the Term of the rented Equipment will automatically renew for the duration indicated on the Order as the Renewal Term unless either Party notifies the other in writing of its intent not to renew at least thirty (30) days prior to expiry of the then-current Initial Term or a Renewal Term.

3.2 The fees for rented Equipment may increase on the commencement of each applicable Renewal Term, provided that UKG gives Customer at least thirty (30) days' prior written notice of such change through the renewal quote or invoice. The fees for the same quantity of such Equipment may increase over the previous year as set forth in the Order. The increased fees will be set forth in the applicable invoice.

3.3 Within thirty (30) days of the date of termination or expiration of the Term, Customer shall, at Customer's expense, return all rented Equipment to UKG in the same condition as it was in when originally received by Customer, reasonable wear and tear excepted. Customer shall pay UKG the then-current list price of any rented Equipment that Customer fails to return as required under this Addendum.

4. Ownership. Rented Equipment is and shall remain the sole and exclusive personal property of UKG and will not become a fixture if attached to other equipment or real property. Customer shall not do or allow to occur anything which might adversely affect UKG's right, title or interest in the Equipment. Customer shall not sell or otherwise encumber rented Equipment and shall not make any alterations or remove rented Equipment from the place where such Equipment is originally installed without UKG's prior written consent.

5. Support Services. The Depot Exchange Service applies to all rented Equipment at no additional cost.

6. Warranty. Unless otherwise expressly agreed in writing, rented Equipment is provided "AS IS" with all faults. UKG's sole obligation for defective equipment shall be for UKG, at its option and cost, to repair or replace the affected Equipment, and, if UKG is unable to repair or replace within a reasonable time, then upon return of such Equipment to UKG, UKG will refund prepaid rental fees made by the Customer for use of affected Equipment after such return date.

RESOLUTION 2025-16
APPROVING CONTRACT
AND AUTHORIZING NOTICE
(Clark Road Booster Pump Station, Ellsworth Water Storage Tank, and Water Meter Project)

Charter Township of Ypsilanti
County of Washtenaw, State of Michigan

Minutes of a regular meeting of the Board of Trustees (the “Governing Body”) of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan (the “Local Unit”), held on the 6th day of May, 2025, at 6:00 o’clock p.m., prevailing Eastern Time.

PRESENT: Members: _____

ABSENT: Members: _____

The following preamble and resolutions were offered by Member _____ and supported by Member _____:

WHEREAS, it is necessary to acquire and construct certain improvements to the Local Unit’s water supply system, including the replacement of the Clark Road Water Booster Pump Station, improvements to the Ellsworth Water Storage Tank, and water meter replacements, together with all necessary appurtenances and attachments thereto, to serve the Local Unit (the “Improvements”); and

WHEREAS, a Finance Contract (the “Contract”) has been prepared between the Local Unit and the Ypsilanti Community Utilities Authority (the “Authority”) whereby the Authority will issue its bonds (the “Bonds”) on behalf of the Local Unit to provide for the financing of the Local Unit’s share of the cost of the acquisition, construction and installation of the Improvements; and

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

NOW, THEREFORE, BE IT RESOLVED, THAT:

1. Approval of Contract; Effectiveness. The Contract is hereby approved and the Supervisor and the Clerk of the Local Unit are hereby authorized and directed to execute and deliver the Contract for and on behalf of the Local Unit; provided, however, that the 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 Local Unit, which manner of publication is deemed by the Governing Body to be the most effective manner of informing the taxpayers and electors of

the Local Unit of the details of the proposed Contract and the rights of referendum thereunder.

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

3. Rescission. All resolutions and parts of resolutions in conflict with this resolution are hereby repealed.

AYES: Members: _____

NAYS: Members: _____

RESOLUTION DECLARED ADOPTED.

Debra A. Swanson, Township Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Trustees of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan, at a regular meeting held on May 6, 2025, 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, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Debra A. Swanson, Township Clerk

NOTICE OF INTENT TO EXECUTE
TAX-SUPPORTED CONTRACT AND OF RIGHT TO
PETITION FOR REFERENDUM THEREON

TO THE TAXPAYERS AND ELECTORS OF
THE CHARTER TOWNSHIP OF YPSILANTI,
WASHTENAW COUNTY, MICHIGAN:

PLEASE TAKE NOTICE, the Charter Township of Ypsilanti (the “Local Unit”) has approved by resolution the execution of a contract (the “Contract”) with the Ypsilanti Community Utilities Authority (the “Authority”) pursuant to Act No. 233, Public Acts of Michigan, 1955, as amended, which Contract provides, among other things, that the Authority will acquire and construct certain water supply system improvements, including the replacement of the Clark Road Water Booster Pump Station, improvements to the Ellsworth Water Storage Tank, and water meter replacements, together with all necessary appurtenances and attachments thereto, to serve the Local Unit (the “Improvements”), and will issue its bonds in the principal amount not to exceed \$5,500,000 to finance the cost of the acquisition and construction of such Improvements for the Local Unit AND THE LOCAL UNIT WILL PAY TO THE AUTHORITY PURSUANT TO THE CONTRACT THE SUMS NECESSARY TO RETIRE THE PRINCIPAL OF AND INTEREST ON SAID BONDS.

LOCAL UNIT’S CONTRACT OBLIGATIONS

It is presently contemplated that the bonds will be issued in the principal amount of not to exceed \$5,500,000, will be payable in not more than twenty (20) annual installments, and will bear interest at the rate or rates to be determined at the time of sale but in no event to exceed six percent (6.0%) per annum on the balance of the bonds from time to time remaining unpaid. The Contract includes the Local Unit’s pledge of its limited tax full faith and credit for the prompt and timely payment of the Local Unit’s obligations as expressed in the Contract. THE LOCAL UNIT WILL BE REQUIRED TO LEVY AD VALOREM TAXES WITHIN APPLICABLE CONSTITUTIONAL AND STATUTORY TAX LIMITATIONS ON ALL TAXABLE PROPERTY WITHIN THE LOCAL UNIT TO THE EXTENT NECESSARY TO MAKE THE PAYMENTS REQUIRED TO PAY PRINCIPAL OF AND INTEREST ON THE BONDS IF OTHER FUNDS FOR THAT PURPOSE ARE NOT AVAILABLE. IT IS THE PRESENT INTENT OF THE LOCAL UNIT TO USE THE REVENUES FROM THE TOWNSHIP DIVISION OF THE AUTHORITY’S SYSTEM TO MAKE THE PAYMENTS REQUIRED TO PAY PRINCIPAL OF AND INTEREST ON THE BONDS.

RIGHT OF REFERENDUM

The Contract will become effective and binding upon the Local Unit without vote of the electors as permitted by law unless a petition requesting an election on the question of the Local Unit entering into the Contract, signed by not less than 10% of the registered electors of the Local Unit, is filed with the Township Clerk within forty-five (45) days after publication of this notice. If such petition is filed, the Contract cannot become effective without an approving vote of a majority of electors of the Local Unit qualified to vote and voting on the question. The Contract is on file at the office of the Township Clerk.

This notice is given pursuant to the requirements of Section 8 of Act No. 233, Public Acts of Michigan, 1955, as amended. Further information concerning the details of the Contract and the matters set out in this notice may be secured from the Township Clerk’s office.

Debra A. Swanson
Clerk
Charter Township of Ypsilanti

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RESOLUTION 2025-17
**APPROVING DISSOLUTION OF THE YCUA ENVIRONMENTAL
RESERVE FUND AND TRANSFERRING THE MONIES HELD
THEREIN TO THE YCUA RESERVE FOR CONSTRUCTION FUND
– TOWNSHIP DIVISION**

Charter Township of Ypsilanti
County of Washtenaw, State of
Michigan

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 6th day of May, 2025, at 6:00 p.m., prevailing Eastern Time.

PRESENT: Members: _____

ABSENT: Members: _____

The following preamble and resolutions were offered by Member _____ and supported by Member _____:

WHEREAS, on March 23, 1995, Ford Motor Company, General Motors Corporation, the Township, Ypsilanti Community Utilities Authority (“YCUA”), the Regents of the University of Michigan, and Wayne County entered into the Willow Run Creek Area Settlement Agreement (“Settlement Agreement”). Under the Settlement Agreement, the above parties agreed to certain obligations relating to the clean-up of the Willow Run Creek Area; and

WHEREAS, as part of the Settlement Agreement, the Township and YCUA jointly and severally agreed to, among other things, provide the necessary funding for

the disposal of leachate that involved the Fons/Old Wayne Landfill, which leachate was transported for treatment to the Wayne County Wastewater Treatment Plant. Specifically, the Township and YCUA were responsible to provide funding for Wayne County and/or Van Buren Township disposal rates and connection fees associated with disposal of leachate, for a thirty year period or to a maximum of \$500,000, whichever occurred first; and

WHEREAS, per the agreement of the Township and YCUA, funding for the treatment of this leachate came from the Township's ratepayers and such funds were maintained in a Township Division Environmental Reserve Fund established by YCUA ("Environmental Fund"); and

WHEREAS, on May 28, 2002, the YCUA Board of Commissioners passed a resolution directing YCUA to discontinue the \$125,000 transfer beginning in the year 2002 of operating revenue from the Township Division to the Environmental Fund and to begin transferring the \$125,000 annually into the Reserve for Construction Account; and

WHEREAS, the obligations of YCUA and the Township regarding the leachate disposal costs under the Settlement Agreement expired, at the latest, on March 23, 2025, meaning the monies in the Environmental Fund are no longer needed to fund any leachate disposal costs under the Settlement Agreement; and

WHEREAS, the Governing Body finds it prudent to adopt the following resolution approving YCUA's dissolution of the Environmental Fund and transferring the balance therein to YCUA's Reserve Construction Fund – Township Division for future infrastructure projects, which action has been approved by YCUA's Board of

EASEMENT

For good and valuable consideration of Twenty-Seven Thousand Two Hundred and Forty-Three Dollars (\$27,243.00), receipt of which is hereby acknowledged,

The Charter Township of Ypsilanti, Michigan, a municipal corporation
7200 S. Huron River Drive
Ypsilanti, MI 48197

(Grantor) hereby grants to **DTE Gas Company, a Michigan Corporation (Grantee)**, with its principal office at One Energy Plaza, Detroit, Michigan 48226, its successors and assigns, an easement to construct, test, reconstruct, renew, operate, maintain, inspect, alter, repair and remove a pipeline or pipelines for the transportation of gas, oil or other substances which can be transported through a pipeline or pipelines, and such mains, service laterals, drips, valves, regulators, fittings, meters and other equipment and appurtenances as may be necessary or convenient for its operations (collectively, “Grantee’s Facilities”), over and through the following described real estate in the Township of Ypsilanti, Washtenaw County, State of Michigan, to wit:

REAL ESTATE DESCRIPTION: “See Exhibit A”
Parcel#: K-11-24-300-001

EASEMENT DESCRIPTION: “See Exhibit A”

THE PARTIES FURTHER AGREE THAT:

Structures and Trees: No buildings or other structures shall be erected or placed, and no trees shall be planted, on or in the above-described easement without the written consent of the Grantee. Additionally, Grantee may remove any vegetation, buildings, or structures placed within the above-described easement that Grantee believes could interfere with the safe and reliable construction, operation, maintenance and repair of Grantee’s Facilities.

Additional Work Space: Additional workspace, contiguous to the easement may be used temporarily during construction, maintenance or removal of the pipeline or pipelines installed hereunder.

Ground Elevation: Grantee shall initially bury said pipeline or pipelines at a minimum depth of 24-inches. Grantor shall not materially alter the ground elevation within the above-described easement without a prior written agreement executed by Grantee allowing said alteration.

Damages/Restoration: Grantee shall pay reasonable damages to improvements occasioned by said installation or by any of its subsequent operations under this easement or shall replace the damaged area to its original condition as reasonably practical. Grantee shall replace in good workmanlike manner all tile cut in the construction of the pipeline or pipelines.

Assignment/Successors: Grantee's rights herein granted may be assigned in whole or in part. This easement runs with the land, and all rights, privileges and obligations created by this instrument shall inure to the benefit of, and be binding upon, the heirs, devisees, administrators, executors, successors, and assigns of the parties hereto.

Ownership: Grantor covenants that they are the lawful fee simple owner of the above-described property and that they have the right and authority to make this grant, and that they will forever warrant and defend the title thereto against all claims whatsoever.

Exercise of Easement: Grantee's nonuse or limited use of this easement shall not preclude Grantee's later use of this easement to its full extent.

Indemnity: Grantee shall indemnify, defend, and hold Grantor harmless from and against all claims and liabilities for injury to persons or property, including without limitation, reasonable attorney's fees expended in defending against any such claims, to the extent caused by Grantee's willful or negligent acts or omissions in exercising the rights granted in this Easement.

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

It is understood that the person securing this easement is without authority from Grantee to make any agreement in respect of the subject matter hereof not herein expressed.

Executed this _____ day of _____, 2025.

The Charter Township of Ypsilanti, Michigan, a municipal corporation

By: _____

Name: Brenda L. Stumbo

Title: Ypsilanti Township Supervisor

By: _____

Name: Debra A. Swanson

Title: Ypsilanti Township Clerk

ACKNOWLEDGMENT

STATE OF MICHIGAN

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Brenda L. Stumbo, the President of **The Charter Township of Ypsilanti, Michigan, a municipal corporation**, on behalf of the municipal corporation.

Notary Public _____ County, Michigan
Acting in _____ County, Michigan

My Commission Expires: _____

STATE OF MICHIGAN

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Debra A. Swanson, the Township Clerk of **The Charter Township of Ypsilanti, Michigan, a municipal corporation**, on behalf of the municipal corporation.

Notary Public _____ County, Michigan
Acting in _____ County, Michigan

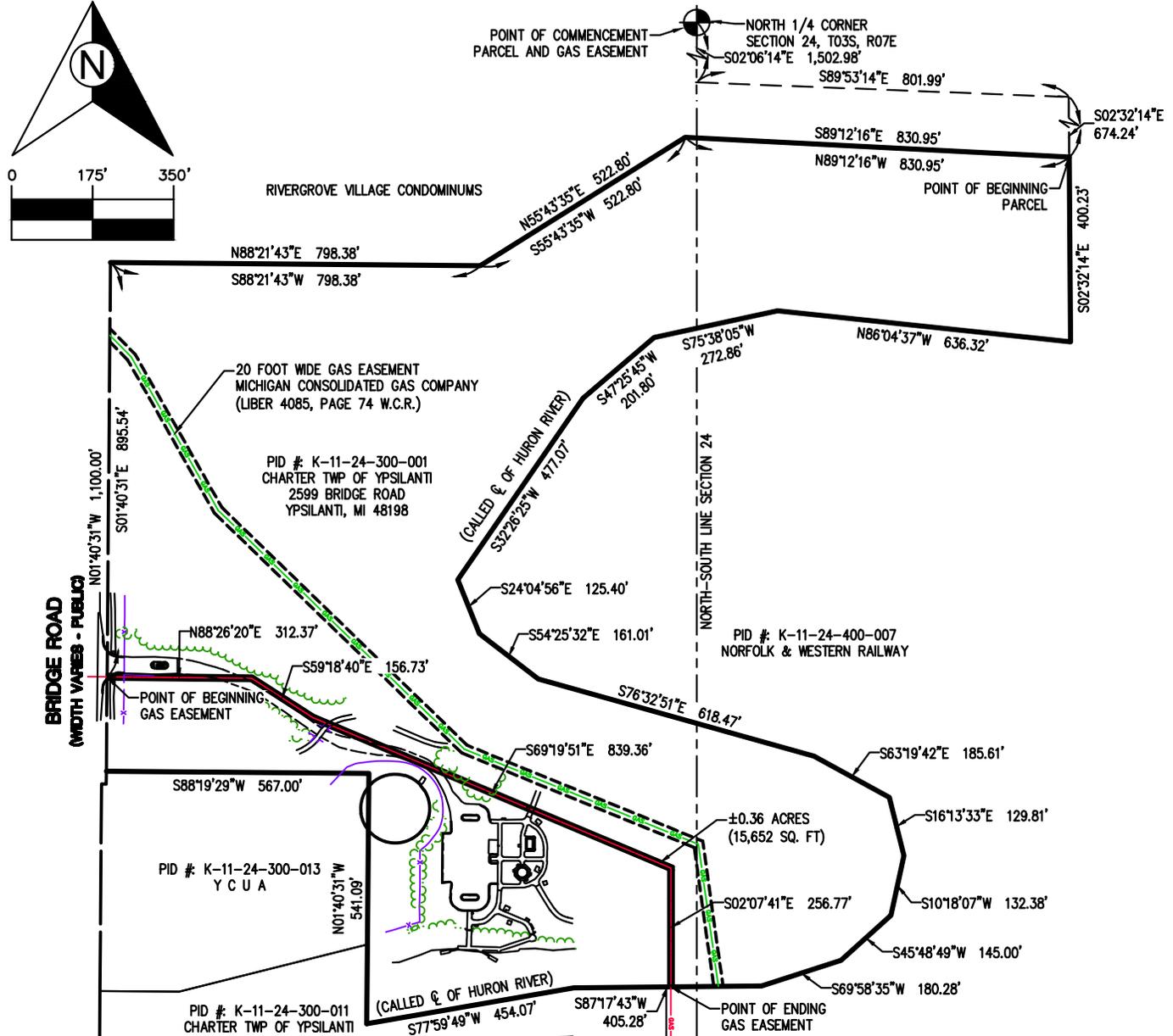
My Commission Expires: _____

Prepared by and return to: Tyler Remington
DTE Gas Company
PO Box 279
Kalkaska, MI 49646

EXHIBIT A

LEGEND

	SECTION & 1/4 CORNER		FENCE		RIGHT OF WAY LINE
	BUILDING		GUARDRAIL		SECTION LINE
	EDGE OF WATER		PLATTED LOT/ADJOINING PARCEL LINE		GAS U.G. GAS DISTRIBUTION LINE
	EDGE OF WOODS		PROPERTY LINE		U.G. GAS LINE DISTRIBUTION (PROPOSED)
	EXISTING DTE EASEMENT LINE		PROPOSED EASEMENT LINE		PROPOSED DTE EASEMENT



BEARINGS ARE REFERENCED TO THE SOUTH LINE OF SECTION 24, T03S, R07E (BEARING $S86^{\circ}48'49''W$)

FIELD:	
DRAWN:	S. SMITH
CHECKED:	S. BLISS
DATE:	12/11/2024
REVISION:	
REVISION DATE:	
SHEET:	1 OF 3
SCALE:	1" = 350'
VENDOR JOB NO.:	



DTE
DTE Gas Company
Land & Survey Department



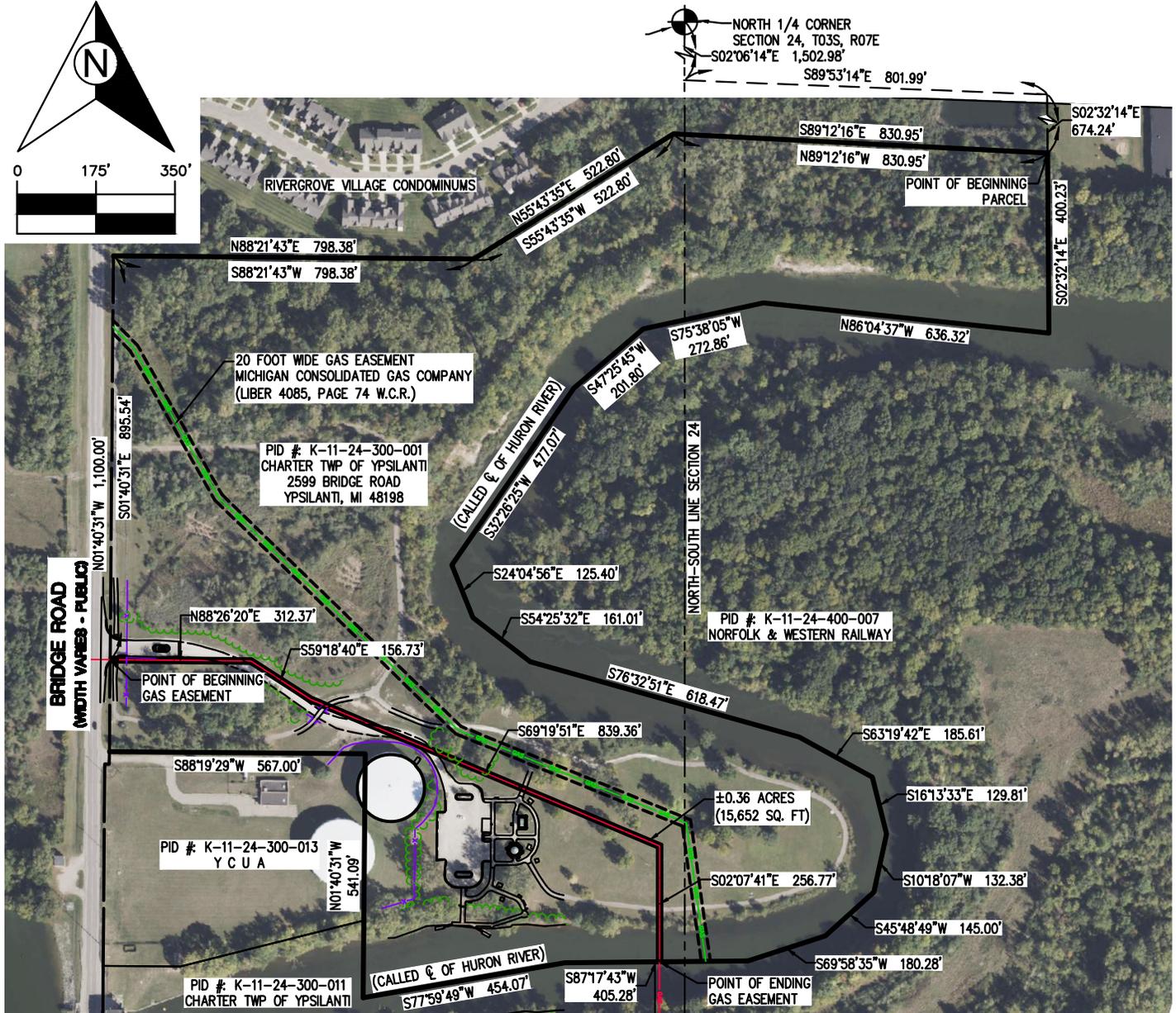
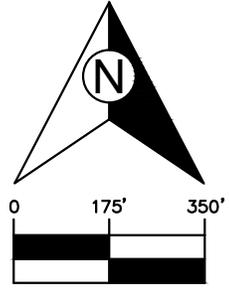
WADE TRIM
555 S. Saginaw Street, Suite 201
Flint, MI 48502
810.235.2555
www.wadetrtrim.com

DRAWING TITLE	
2599	
BRIDGE ROAD	
SECTION: 24	CITY:
TOWN: T03S	TOWNSHIP: YPSILANTI
RANGE: R07E	COUNTY: WASHTENAW
DRAWING FILE NAME: DED4231.01F-FORD LAKE DAM	
DTE PROJECT NUMBER: .	
PARCEL/EASEMENT SKETCH	

EXHIBIT A

LEGEND

	SECTION & 1/4 CORNER		FENCE		RIGHT OF WAY LINE
	BUILDING		GUARDRAIL		SECTION LINE
	EDGE OF WATER		PLATTED LOT/ADJOINING PARCEL LINE		GAS U.G. GAS DISTRIBUTION LINE
	EDGE OF WOODS		PROPERTY LINE		U.G. GAS LINE DISTRIBUTION (PROPOSED)
	EXISTING DTE EASEMENT LINE		PROPOSED EASEMENT LINE		PROPOSED DTE EASEMENT



BEARINGS ARE REFERENCED TO THE SOUTH LINE OF SECTION 24, T03S, R07E (BEARING S86°48'49"W)

FIELD:	
DRAWN:	S. SMITH
CHECKED:	S. BLISS
DATE:	12/11/2024
REVISION:	
REVISION DATE:	
SHEET:	2 OF 3
SCALE:	1" = 350'
VENDOR JOB NO.:	



DTE
DTE Gas Company
Land & Survey Department



WADE TRIM
555 S. Saginaw Street, Suite 201
Flint, MI 48502
810.235.2555
www.wadetrim.com

DRAWING TITLE	
2599 BRIDGE ROAD	
SECTION: 24	CITY:
TOWN: T03S	TOWNSHIP: YPSILANTI
RANGE: R07E	COUNTY: WASHTENAW
DRAWING FILE NAME: DED4231.01F-FORD LAKE DAM	
DTE PROJECT NUMBER: .	
PARCEL/EASEMENT SKETCH	

EXHIBIT A

PARENT PARCEL DESCRIPTION: (PER MID-AMERICAN TITLE CO. TITLE SEARCH REPORT FILE NUMBER: 52854 RW-YPSILANTI-2599BRIDGE, DATED NOVEMBER 6, 2024 AT 8:00 AM)

PARCEL ID NO.: K-11-24-300-001
PROPERTY ADDRESS: 2599 BRIDGE RD, YPSILANTI, MI 48198
OWNER NAME: THE TOWNSHIP OF YPSILANTI, MICHIGAN, A MUNICIPAL CORPORATION

LAND SITUATED IN THE TOWNSHIP OF YPSILANTI, COUNTY OF WASHTENAW, STATE OF MICHIGAN:

A PARCEL OF LAND BEING A PART OF SECTION 24, TOWN 3S, RANGE 7 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT LOCATED DISTANT SOUTH 1 DEGREES 31 MINUTES 13 SECONDS EAST, 1,502.98 FEET ALONG THE CENTERLINE OF BOMBER ROAD, COINCIDENT WITH THE NORTH AND SOUTH 1/4 LINE OF SECTION, AND SOUTH, 89 DEGREES 18 MINUTES 13 SECONDS EAST, 801.99 FEET ALONG THE CENTERLINE OF GROVE ROAD AND SOUTH 01 DEGREES 57 MINUTES 13 SECONDS EAST, 674.24 FEET FROM THE NORTH 1/4 CORNER OF SECTION 24; THENCE SOUTH 01 DEGREES 57 MINUTES 13 SECONDS EAST, 400.23 FEET TO A POINT ON THE CENTERLINE OF THE HURON RIVER; THENCE ALONG SAID CENTERLINE OF THE HURON RIVER, NORTH, 85 DEGREES 29 MINUTES 36 SECONDS WEST, 636.32 FEET AND SOUTH, 76 DEGREES 13 MINUTES 06 SECONDS WEST, 272.86 FEET TO A POINT HEREINAFTER REFERRED TO AS "POINT A"; AND SOUTH, 48 DEGREES 00 MINUTES 46 SECONDS WEST, 201.80 FEET AND SOUTH 33 DEGREES 01 MINUTES 26 SECONDS WEST, 477.07 FEET AND SOUTH, 23 DEGREES 29 MINUTES 55 SECONDS EAST, 125.40 FEET AND SOUTH, 53 DEGREES 50 MINUTES 31 SECONDS EAST, 161.01 FEET AND SOUTH, 75 DEGREES 57 MINUTES 50 SECONDS EAST, 618.47 FEET AND SOUTH, 62 DEGREES 44 MINUTES 41 SECONDS EAST, 185.61 FEET AND SOUTH, 15 DEGREES 38 MINUTES 32 SECONDS EAST, 129.81 FEET AND SOUTH, 10 DEGREES 53 MINUTES 08 SECONDS WEST, 132.38 FEET AND SOUTH, 46 DEGREES 23 MINUTES 50 SECONDS WEST, 145.00 FEET AND SOUTH, 70 DEGREES 33 MINUTES 36 SECONDS WEST, 180.28 FEET AND SOUTH, 87 DEGREES 52 MINUTES 44 SECONDS WEST, 405.28 FEET AND SOUTH, 78 DEGREES 34 MINUTES 50 SECONDS WEST, 454.07 FEET; THENCE NORTH 01 DEGREES 05 MINUTES 30 SECONDS WEST, 541.09 FEET; THENCE SOUTH, 88 DEGREES 54 MINUTES 30 SECONDS WEST, 567.00 FEET TO A POINT ON THE EAST LINE OF BRIDGE ROAD (66 FEET WIDE); THENCE NORTH 01 DEGREES 05 MINUTES 30 SECONDS WEST, 1,100.00 FEET ALONG SAID EAST LINE; THENCE NORTH, 88 DEGREES 56 MINUTES 44 SECONDS EAST, 798.38 FEET TO A POINT HEREINAFTER REFERRED TO AS "POINT B"; THENCE NORTH, 56 DEGREES 18 MINUTES 36 SECONDS EAST, 522.80 FEET; THENCE SOUTH, 88 DEGREES 37 MINUTES 15 SECONDS EAST, 830.95 FEET TO THE POINT OF BEGINNING.

GAS EASEMENT DESCRIPTION:

A 10 FOOT WIDE EASEMENT FOR GAS PURPOSES, BEING 5.00 FEET EACH SIDE, PARALLEL WITH AND ADJACENT TO THE FOLLOWING DESCRIBED CENTERLINE LOCATED IN THE SOUTHWEST 1/4 OF SECTION 24, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 24, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE S02°06'14"E 1,502.98 FEET ALONG THE NORTH-SOUTH LINE OF SAID SECTION 24; THENCE S89°53'14"E 801.99 FEET; THENCE S02°32'14"E 674.24 FEET; THENCE N89°12'16"W 830.95 FEET; THENCE S55°43'35"W 522.80 FEET; THENCE S88°21'43"W 798.38 FEET TO THE EAST RIGHT-OF-WAY LINE OF BRIDGE ROAD (WIDTH VARIES - PUBLIC); THENCE S01°40'31"E 895.54 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF SAID BRIDGE ROAD TO THE POINT OF BEGINNING; THENCE N88°26'20"E 312.37 FEET; THENCE S59°18'40"E 156.73 FEET; THENCE S69°19'51"E 839.36 FEET; THENCE S02°07'41"E 256.77 FEET TO THE POINT OF ENDING.
CONTAINING 0.36 ACRES (15,652 SQUARE FEET), MORE OR LESS.

SURVEY NOTES:

1. ALL DIMENSIONS ARE IN INTERNATIONAL FEET AND DECIMALS THEREOF.
2. PARCEL IS SUBJECT TO ANY EASEMENTS, RIGHTS OF WAY, RESERVATIONS, OR RESTRICTIONS, IF ANY, OF RECORD.
3. PROPERTY IS SITUATED IN THE YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN.
4. THE RIGHT-OF-WAY LINES ON THIS EASEMENT SKETCH AND INTENDED TO BE A APPROXIMATE REPRESENTATION BASED ON EXISTING CONDITIONS AND RECORD DOCUMENTS. A COMPLETE PROPERTY LINE ANALYSIS HAS NOT BEEN PERFORMED AND PROPERTY LINES HAVE NOT BEEN SET.
5. APPLY A ROTATION OF 00°35'01" TO THE RIGHT TO MATCH RECORDED BEARINGS.

BEARINGS ARE REFERENCED TO THE SOUTH LINE OF SECTION 24, T03S, R07E (BEARING S86°48'49"W)

FIELD:	 DTE Gas Company Land & Survey Department	DRAWING TITLE 2599 BRIDGE ROAD	
DRAWN: S. SMITH		SECTION: 24	CITY:
CHECKED: S. BLISS		TOWN: T03S	TOWNSHIP: YPSILANTI
DATE: 12/11/2024		RANGE: R07E	COUNTY: WASHTENAW
REVISION:		DRAWING FILE NAME: DED4231.01F-FORD LAKE DAM	
REVISION DATE:	DTE PROJECT NUMBER:		
SHEET: 3 OF 3	PARCEL/EASEMENT DESCRIPTION		
SCALE: -N/A-			
VENDOR JOB NO.:			



555 S. Saginaw Street, Suite 201
Flint, MI 48502
810.235.2555
www.wadetrtrim.com

EASEMENT

For good and valuable consideration of Twenty-Two Thousand Seven Hundred Dollars (\$22,700.00), receipt of which is hereby acknowledged,

The Charter Township of Ypsilanti, Michigan, a municipal corporation

7200 S. Huron River Drive
Ypsilanti, MI 48197

(Grantor) hereby grants to **DTE Gas Company, a Michigan Corporation (Grantee)**, with its principal office at One Energy Plaza, Detroit, Michigan 48226, its successors and assigns, an easement to construct, test, reconstruct, renew, operate, maintain, inspect, alter, repair and remove a pipeline or pipelines for the transportation of gas, oil or other substances which can be transported through a pipeline or pipelines, and such mains, service laterals, drips, valves, regulators, fittings, meters and other equipment and appurtenances as may be necessary or convenient for its operations (collectively, “Grantee’s Facilities”), over and through the following described real estate in the Township of Ypsilanti, Washtenaw County, State of Michigan, to wit:

REAL ESTATE DESCRIPTION: “See Exhibit A”
Parcel#: K-11-24-300-011

EASEMENT DESCRIPTION: “See Exhibit A”

THE PARTIES FURTHER AGREE THAT:

Structures and Trees: No buildings or other structures shall be erected or placed, and no trees shall be planted, on or in the above-described easement without the written consent of the Grantee. Additionally, Grantee may remove any vegetation, buildings, or structures placed within the above-described easement that Grantee believes could interfere with the safe and reliable construction, operation, maintenance and repair of Grantee’s Facilities.

Additional Work Space: Additional workspace, contiguous to the easement may be used temporarily during construction, maintenance or removal of the pipeline or pipelines installed hereunder.

Ground Elevation: Grantee shall initially bury said pipeline or pipelines at a minimum depth of 24-inches. Grantor shall not materially alter the ground elevation within the above-described easement without a prior written agreement executed by Grantee allowing said alteration.

Damages/Restoration: Grantee shall pay reasonable damages to improvements occasioned by said installation or by any of its subsequent operations under this easement or shall replace the damaged area to its original condition as reasonably practical. Grantee shall replace in good workmanlike manner all tile cut in the construction of the pipeline or pipelines.

Assignment/Successors: Grantee's rights herein granted may be assigned in whole or in part. This easement runs with the land, and all rights, privileges and obligations created by this instrument shall inure to the benefit of, and be binding upon, the heirs, devisees, administrators, executors, successors, and assigns of the parties hereto.

Ownership: Grantor covenants that they are the lawful fee simple owner of the above-described property and that they have the right and authority to make this grant, and that they will forever warrant and defend the title thereto against all claims whatsoever.

Exercise of Easement: Grantee's nonuse or limited use of this easement shall not preclude Grantee's later use of this easement to its full extent.

Indemnity: Grantee shall indemnify, defend, and hold Grantor harmless from and against all claims and liabilities for injury to persons or property, including without limitation, reasonable attorney's fees expended in defending against any such claims, to the extent caused by Grantee's willful or negligent acts or omissions in exercising the rights granted in this Easement.

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

It is understood that the person securing this easement is without authority from Grantee to make any agreement in respect of the subject matter hereof not herein expressed.

Executed this _____ day of _____, 2025.

The Charter Township of Ypsilanti, Michigan, a municipal corporation

By: _____
Name: Brenda L. Stumbo
Title: Ypsilanti Township Supervisor

By: _____
Name: Debra A. Swanson
Title: Ypsilanti Township Clerk

ACKNOWLEDGMENT

STATE OF MICHIGAN

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Brenda L. Stumbo, the President of **The Charter Township of Ypsilanti, Michigan, a municipal corporation**, on behalf of the municipal corporation.

Notary Public _____ County, Michigan
Acting in _____ County, Michigan

My Commission Expires: _____

STATE OF MICHIGAN

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Debra A. Swanson, the Township Clerk of **The Charter Township of Ypsilanti, Michigan, a municipal corporation**, on behalf of the municipal corporation.

Notary Public _____ County, Michigan
Acting in _____ County, Michigan

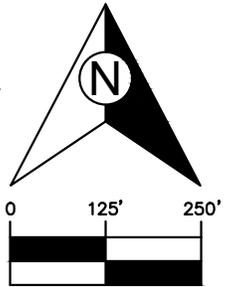
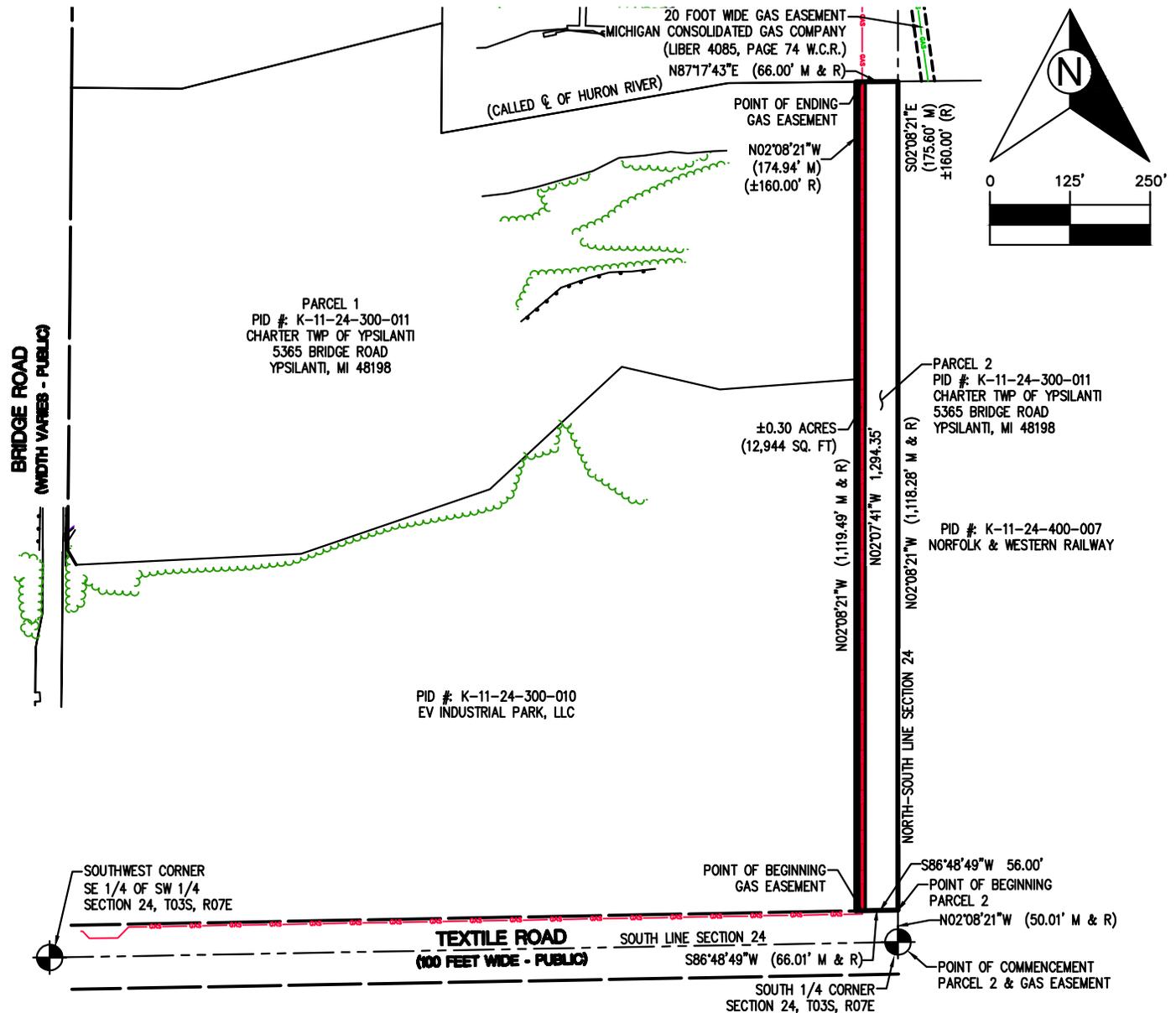
My Commission Expires: _____

Prepared by and return to: Tyler Remington
DTE Gas Company
PO Box 279
Kalkaska, MI 49646

EXHIBIT A

LEGEND

	SECTION & 1/4 CORNER		FENCE		GAS	GAS	U.G. GAS DISTRIBUTION LINE
	MEASURED		GUARDRAIL		GAS	GAS	U.G. GAS LINE DISTRIBUTION (PROPOSED)
	RECORDED		PLATTED LOT/ADJOINING PARCEL LINE		PROPOSED DTE EASEMENT		
	BUILDING		PROPERTY LINE				
	EDGE OF WATER		PROPOSED EASEMENT LINE				
	EDGE OF WOODS		RIGHT OF WAY LINE				
	EXISTING DTE EASEMENT LINE		SECTION LINE				



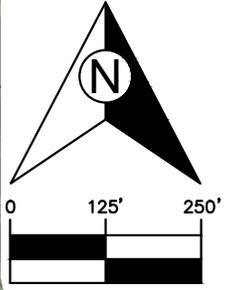
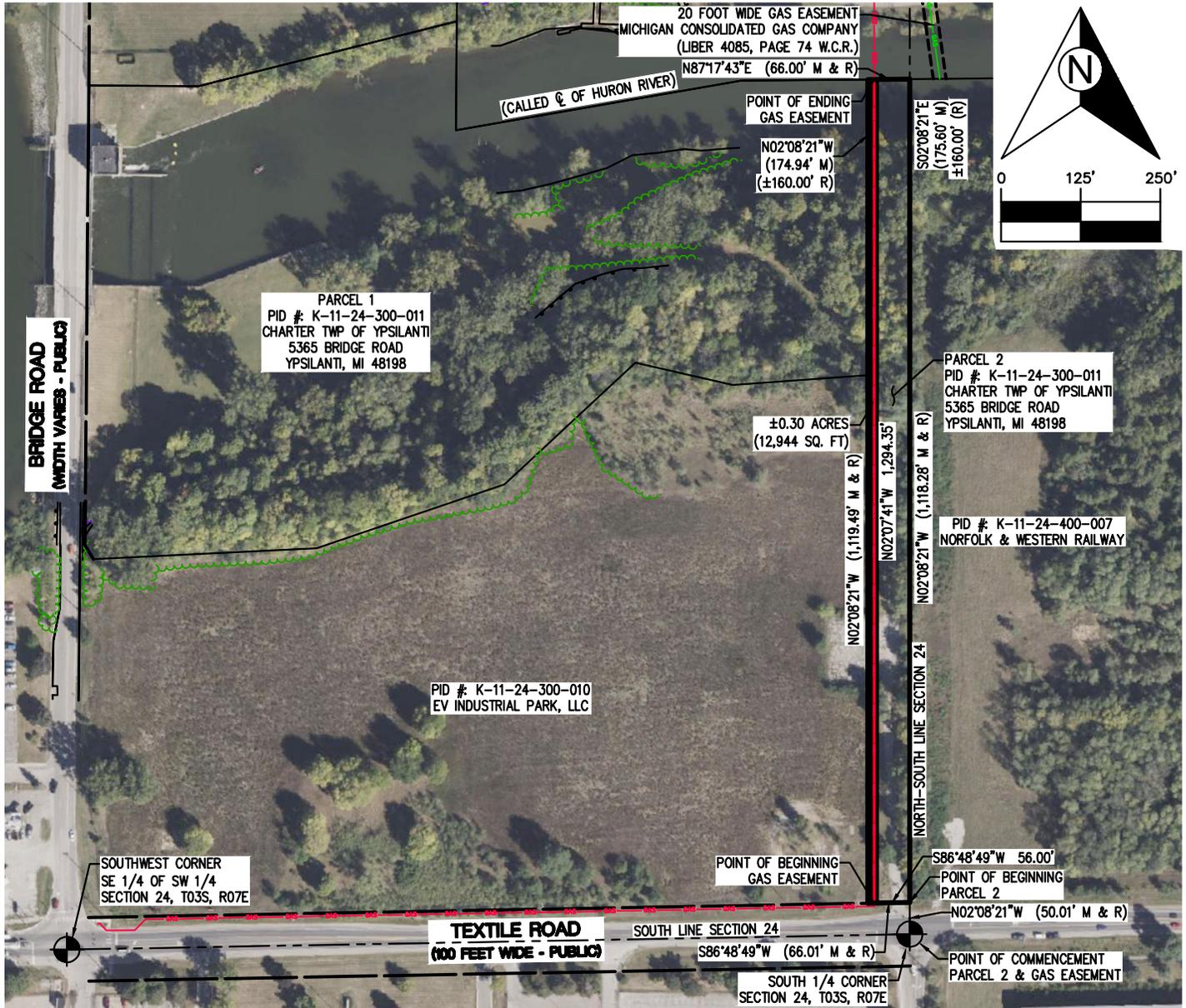
BEARINGS ARE REFERENCED TO THE SOUTH LINE OF SECTION 24, T03S, R07E (BEARING S86°48'49"W)

FIELD:	 DTE DTE Gas Company Land & Survey Department WADE TRIM 555 S. Saginaw Street, Suite 201 Flint, MI 48502 810.235.2555 www.wadetrim.com	DRAWING TITLE		
DRAWN: S. SMITH		5365 BRIDGE ROAD		
CHECKED: S. BLISS		SECTION: 24	CITY:	
DATE: 12/11/2024		TOWN: T03S	TOWNSHIP: YPSILANTI	
REVISION:		RANGE: R07E	COUNTY: WASHTENAW	
REVISION DATE:		DRAWING FILE NAME: DED4231.01F-FORD LAKE DAM		
SHEET: 1 OF 3		DTE PROJECT NUMBER: .		
SCALE: 1" = 250'	PARCEL/EASEMENT SKETCH			
VENDOR JOB NO.:				

EXHIBIT A

LEGEND

	SECTION & 1/4 CORNER		FENCE		GAS	U.G. GAS DISTRIBUTION LINE
	MEASURED		GUARDRAIL		GAS	U.G. GAS LINE DISTRIBUTION (PROPOSED)
	RECORDED		PLATTED LOT/ADJOINING PARCEL LINE			PROPOSED DTE EASEMENT
	BUILDING		PROPERTY LINE			
	EDGE OF WATER		PROPOSED EASEMENT LINE			
	EDGE OF WOODS		RIGHT OF WAY LINE			
	EXISTING DTE EASEMENT LINE		SECTION LINE			



BEARINGS ARE REFERENCED TO THE SOUTH LINE OF SECTION 24, T03S, R07E (BEARING S86°48'49"W)

FIELD:	
DRAWN:	S. SMITH
CHECKED:	S. BLISS
DATE:	12/11/2024
REVISION:	
REVISION DATE:	
SHEET:	2 OF 3
SCALE:	1" = 250'
VENDOR JOB NO.:	



DTE
DTE Gas Company
Land & Survey Department



WADE TRIM
555 S. Saginaw Street, Suite 201
Flint, MI 48502
810.235.2555
www.wadetrim.com

DRAWING TITLE	
5365 BRIDGE ROAD	
SECTION: 24	CITY:
TOWN: T03S	TOWNSHIP: YPSILANTI
RANGE: R07E	COUNTY: WASHTENAW
DRAWING FILE NAME: DED4231.01F-FORD LAKE DAM	
DTE PROJECT NUMBER: .	
PARCEL/EASEMENT SKETCH	

EXHIBIT A

PARENT PARCEL DESCRIPTION: (PER MID-AMERICAN TITLE CO. TITLE SEARCH REPORT FILE NUMBER: 52853 RW-YPSILANTI-5365BRIDGE, DATED NOVEMBER 5, 2024 AT 8:00 AM)

PARCEL ID NO.: K-11-24-300-011 (PARCEL 2)
 PROPERTY ADDRESS: 5365 BRIDGE RD, YPSILANTI, MI 48198
 OWNER NAME: THE TOWNSHIP OF YPSILANTI, A MICHIGAN CHARTER TOWNSHIP

LAND SITUATED IN THE TOWNSHIP OF YPSILANTI, COUNTY OF WASHTENAW, STATE OF MICHIGAN:

PARCEL 1:

PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWN 3 SOUTH, RANGE 7 EAST, DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 24; THENCE NORTH 1 DEGREES 40 MINUTES 40 SECONDS WEST, 50.01 FEET ALONG THE NORTH AND SOUTH 1/4 LINE OF SECTION 24 TO A STEEL ENCASED CONCRETE MONUMENT; THENCE NORTH, 87 DEGREES 16 MINUTES 30 SECONDS WEST, 1,289.90 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF TEXTILE ROAD TO A STEEL ENCASED CONCRETE MONUMENT, SAID NORTH RIGHT-OF-WAY LINE BEING 50.0 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SECTION 24 AND THE CENTERLINE OF TEXTILE ROAD; THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, SOUTH, 87 DEGREES 16 MINUTES 30 SECONDS WEST, 33.01 FEET TO THE CENTERLINE OF BRIDGE ROAD; THENCE NORTH 01 DEGREES 12 MINUTES 30 SECONDS WEST, 746.63 FEET; THENCE NORTH 88 DEGREES 47 MINUTES 30 SECONDS EAST, 23.00 FEET TO A STEEL ENCASED CONCRETE MONUMENT; THENCE CONTINUING NORTH 88 DEGREES 47 MINUTES 30 SECONDS EAST, 171.67 FEET TO A STEEL ENCASED CONCRETE MONUMENT; THENCE NORTH 74 DEGREES 12 MINUTES 30 SECONDS EAST, 418.80 FEET TO A STEEL ENCASED CONCRETE MONUMENT; THENCE SOUTH 01 DEGREES 12 MINUTES 30 SECONDS EAST, 38.08 FEET TO A STEEL ENCASED CONCRETE MONUMENT; THENCE CONTINUING SOUTH 1 DEGREES 12 MINUTES 30 SECONDS EAST, 125.0 FEET MORE OR LESS TO THE CENTERLINE OF THE HURON RIVER; THENCE EASTERLY ALONG THE CENTERLINE OF THE HURON RIVER TO A POINT 66.00 FEET WESTERLY OF THE NORTH AND SOUTH 1/4 LINE OF SECTION 24; THENCE SOUTH 1 DEGREES 40 MINUTES 40 SECONDS EAST, 16.0 FEET MORE OR LESS ALONG A LINE 66.0 FEET WESTERLY OF AND PARALLEL WITH THE NORTH AND SOUTH 1/4 LINE OF SECTION 24 TO A STEEL ENCASED CONCRETE MONUMENT; THENCE CONTINUING ALONG A LINE 66.00 FEET WESTERLY OF AND PARALLEL WITH THE NORTH AND SOUTH 1/4 LINE OF SECTION 24, SOUTH 1 DEGREES 40 MINUTES 40 SECONDS EAST, 289.48 FEET TO A STEEL ENCASED CONCRETE MONUMENT; THENCE SOUTH, 84 DEGREES 04 MINUTES 20 SECONDS WEST, 212.54 FEET TO A STEEL ENCASED CONCRETE MONUMENT; THENCE NORTH 78 DEGREES 43 MINUTES 40 SECONDS WEST, 156.92 FEET TO A STEEL ENCASED CONCRETE MONUMENT; THENCE SOUTH, 45 DEGREES 24 MINUTES 20 SECONDS WEST, 280.63 FEET TO A STEEL ENCASED CONCRETE MONUMENT; THENCE SOUTH, 69 DEGREES 28 MINUTES 20 SECONDS WEST, 311.55 FEET TO A STEEL ENCASED CONCRETE MONUMENT; THENCE SOUTH, 85 DEGREES 32 MINUTES 20 SECONDS WEST, 350.90 FEET TO A STEEL ENCASED CONCRETE MONUMENT; THENCE CONTINUING SOUTH, 85 DEGREES 32 MINUTES 20 SECONDS WEST, 36.40 FEET TO THE CENTERLINE OF BRIDGE ROAD AND THE PLACE OF BEGINNING.

PARCEL 2:

PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWN 3 SOUTH, RANGE 7 EAST, DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 24; THENCE NORTH 1 DEGREES 40 MINUTES 40 SECONDS WEST, 50.01 FEET ALONG THE NORTH AND SOUTH 1/4 LINE OF SECTION 24, TO A STEEL ENCASED CONCRETE MONUMENT FOR A PLACE OF BEGINNING; THENCE SOUTH, 87 DEGREES 16 MINUTES 30 SECONDS WEST, 66.01 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF TEXTILE ROAD TO A STEEL ENCASED CONCRETE MONUMENT, SAID NORTH RIGHT-OF-WAY LINE BEING 50.0 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SECTION 24 AND THE CENTERLINE OF TEXTILE ROAD; THENCE NORTH 1 DEGREES 40 MINUTES 40 SECONDS WEST, 1,119.49 FEET ALONG A LINE 66.0 FEET WESTERLY OF AND PARALLEL WITH THE NORTH AND SOUTH 1/4 LINE OF SECTION 24 TO A STEEL ENCASED CONCRETE MONUMENT; THENCE CONTINUING NORTH 1 DEGREES 40 MINUTES 40 SECONDS WEST, 160.0 FEET MORE OR LESS TO THE CENTERLINE OF THE HURON RIVER; THENCE EASTERLY ALONG THE CENTERLINE OF THE HURON RIVER TO A POINT ON THE NORTH AND SOUTH 1/4 LINE OF SECTION 24; THENCE SOUTH 1 DEGREES 40 MINUTES 40 SECONDS EAST, 160.0 FEET MORE OR LESS ALONG SAID NORTH AND SOUTH 1/4 LINE TO A STEEL ENCASED CONCRETE MONUMENT; THENCE CONTINUING SOUTH 1 DEGREES 40 MINUTES 40 SECONDS EAST ALONG SAID NORTH AND SOUTH 1/4 LINE, 1,118.28 FEET TO THE PLACE OF BEGINNING.

GAS EASEMENT DESCRIPTION:

A 10 FOOT WIDE EASEMENT FOR GAS PURPOSES, BEING 5.00 FEET EACH SIDE, PARALLEL WITH AND ADJACENT TO THE FOLLOWING DESCRIBED CENTERLINE LOCATED IN THE SOUTHWEST 1/4 OF SECTION 24, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 24, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE N02°08'21"W 50.01 FEET ALONG THE NORTH-SOUTH LINE OF SAID SECTION 24 TO THE NORTH RIGHT-OF-WAY LINE OF TEXTILE ROAD (100 FEET WIDE - PUBLIC); THENCE S86°48'49"W 56.00 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID TEXTILE ROAD TO THE POINT OF BEGINNING; THENCE N02°07'41"W 1,294.35 FEET TO THE POINT OF ENDING. CONTAINING 0.30 ACRES (12,944 SQUARE FEET), MORE OR LESS.

SURVEY NOTES:

- ALL DIMENSIONS ARE IN INTERNATIONAL FEET AND DECIMALS THEREOF.
- PARCEL IS SUBJECT TO ANY EASEMENTS, RIGHTS OF WAY, RESERVATIONS, OR RESTRICTIONS, IF ANY, OF RECORD.
- PROPERTY IS SITUATED IN THE YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN.
- THE RIGHT-OF-WAY LINES ON THIS EASEMENT SKETCH AND INTENDED TO BE A APPROXIMATE REPRESENTATION BASED ON EXISTING CONDITIONS AND RECORD DOCUMENTS. A COMPLETE PROPERTY LINE ANALYSIS HAS NOT BEEN PERFORMED AND PROPERTY LINES HAVE NOT BEEN SET.
- APPLY A ROTATION OF 00°35'01" TO THE RIGHT TO MATCH RECORDED BEARINGS.

BEARINGS ARE REFERENCED TO THE SOUTH LINE OF SECTION 24, T03S, R07E (BEARING S86°48'49"W)

FIELD:		DRAWING TITLE		
DRAWN: S. SMITH		5365		
CHECKED: S. BLISS		BRIDGE ROAD		
DATE: 12/11/2024		SECTION: 24	CITY:	
REVISION:		TOWN: T03S	TOWNSHIP: YPSILANTI	
REVISION DATE:	RANGE: R07E	COUNTY: WASHTENAW		
SHEET: 3 OF 3	DRAWING FILE NAME: DED4231.01F-FORD LAKE DAM			
SCALE: -N/A-	DTE PROJECT NUMBER:			
VENDOR JOB NO.:	PARCEL/EASEMENT DESCRIPTION			
				
	555 S. Saginaw Street, Suite 201 Flint, MI 48502 810.235.2555 www.wadetrtrim.com			



Date	April 30, 2025	Customer	Ypsilanti Township	To	Michael Saranen
Description	Hydro Gate PLC Isolation Change Order #1				
Quote #	250818				
Estimator	Ken Wesley	Email	ken.wesley@teamuis.com		

Scope of Work	Cost
----------------------	-------------

Furnish and install one (1) Allen Bradley 16-channel DC Input module for the Air Vacuum Valve Controls.

Provide necessary labor and materials to interface and program the Air Vacuum Valve Controls.

Provide necessary labor and materials to interface and program the Horn relay output from the Sluice Gate PLC to the existing Horn relay.

Total: \$9,825.00

UIS SCADA Approved by

Date April 30, 2025

Please make Purchase Orders/Subcontracts out to: UIS SCADA, Inc. and reference Quote #250818

Client Acceptance when the Client will not be providing a PO or Contract to UIS SCADA, Inc.

Client authorizes Utilities Instrumentation Service, Inc. to proceed with the work and agrees to comply with the attached Terms and Conditions.

Client Acceptance

Signature

Name

Title

Date

Exclusions and Clarifications

Pricing includes only the items listed above; anything not explicitly listed above is not included in our proposed scope of work.

Our quote is based on straight time during normal hours of 7:00 A.M. to 3:30 P.M., Monday through Friday, unless specified otherwise.

Our price is valid for thirty (30) days, after which time UIS SCADA, Inc. reserves the right to review and modify any and all portions of its proposal.

This proposal contains pricing and other information confidential and proprietary to UIS SCADA, Inc. and disclosure of the contents of this letter and any attachments to persons or organizations outside of this agreement is not authorized without specific written permission from UIS SCADA, Inc.

Team UIS - TERMS AND CONDITIONS

1. Offer. These Terms and Conditions ("Terms") apply to all products and services, including without limitation, computer software program(s) and software as a service ("SaaS Services") provided to Client under an Order Confirmation with Utilities Instrumentation Services, Inc., Utilities Instrumentation Services – Ohio, LLC., UIS SCADA, Inc., and/or UIS Renewable Power, Inc., as applicable ("Team UIS"). These Terms are incorporated into each Order Confirmation issued by Team UIS to a Client of such products or services ("Client"). A confirmation or acknowledgement of an order ("Order Confirmation") will be issued to Client after the Client has submitted an order to Team UIS. The Order Confirmation constitutes Team UIS's offer to the Client identified in the Order Confirmation to sell the products and/or provide the services identified in the Order Confirmation ("Products" and "Services", respectively) and otherwise to enter into the agreement that the Order Confirmation and these Terms describe (the "Agreement"), and the Order Confirmation and these Terms shall be the complete and exclusive statement of such Agreement.

2. Acceptance. A contract is formed when Client accepts the Order Confirmation by written acknowledgement, by accepting the Products and/or Services, or other issued acceptance documents for the Products and/or Services. Acceptance is expressly limited to the Agreement and shall not include any terms and conditions contained in Client's purchase order or similar document. Notwithstanding any contrary provision in Client's purchase order or other acceptance document or similar document, delivery of Products, performance of Services or commencement of Services by Team UIS shall not constitute acceptance of Client's terms and conditions to the extent any such terms or conditions are inconsistent with or in addition to the terms and conditions contained in the Agreement.

3. Prices. Prices for Products and/or Services shall be set forth in the Order Confirmation. Unless otherwise expressly stated in the Order Confirmation: (a) prices for Products specified in the Order Confirmation do not include storage, handling, packaging, or transportation charges; and (b) prices do not include any applicable taxes.

Team UIS
2290 Bishop Circle East
Dexter, MI 48130
(734) 424-1200

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4. Payment Terms. Unless otherwise expressly stated in the Order Confirmation, all accounts are payable in U.S. currency thirty (30) days from the date of Team UIS's invoice. Credit and delivery of Products shall be subject to Team UIS's approval. The Client shall pay Team UIS for Services performed in accordance with the rates and charges set forth in the Order Confirmation. If the Client disputes any portion of an invoice, the Client shall notify Team UIS, in writing, within fourteen (14) calendar days of invoice receipt, identify the cause of the dispute, and pay when due any portion of the invoice not in dispute. Failure to provide such notification shall constitute acceptance of the invoice as submitted. If Client fails to pay undisputed invoiced amounts within the thirty (30) calendar days of the invoice date, Team UIS may at any time, without waiving any other claim against the Client (including lien rights) and without thereby incurring any liability to the Client, suspend or terminate the Order Confirmation. Client is prohibited from and shall not setoff against or recoup from any invoiced amounts due or to become due from Client or its affiliates any amounts due or to become due to Team UIS or its affiliates, whether arising under the Order Confirmation, any related purchase order or any other agreement.

5. Shipping and Delivery. All sales of Products are F.O.B. Team UIS's plant unless otherwise specified in the Order Confirmation. Responsibility of Team UIS shall cease upon delivery to and receipt of the Products by a common carrier at which point Client will bear all risk of loss for the Products. Premium shipping expenses and/or other related expenses necessary to meet Client's accelerated delivery schedules shall be the responsibility of Client. Deliveries of orders placed by Client may be changed, deferred or canceled only upon specific agreement in writing by Team UIS and Team UIS may condition such agreement upon Client's assumption of liability and payment to Team UIS for: (a) a sum equal to the costs of work in process including costs accrued for labor and material; (b) any amount for which Team UIS is liable by reason of commitments made by Team UIS to its suppliers; and (c) any other loss, cost or expense of Team UIS as a result of such change, deferment or cancellation.

6. Proprietary Materials. Team UIS shall have and retain all rights, title and interest, including all intellectual property rights, in and to all Products, Services and associated materials, including, without limitation, all related reports, specifications, designs and any other property, tangible or intangible (including software and SaaS Services), furnished by Team UIS in connection with or under the applicable Order Confirmation ("Proprietary Materials"). No Proprietary Materials created by Team UIS in connection with an Order Confirmation or any related purchase order shall be considered "works made for hire" as that term is used in connection with the U.S. Copyright Act.

7. Licenses. Team UIS does not grant to Client any license with respect to the Products, and any such license terms with respect to the Products shall be governed solely by the licenses, if any, provided solely by the third-party manufactures of such products.

8. SaaS Services. A. Team UIS will provide Client with the SaaS Services, and allow Authorized Users to access the SaaS Services in connection with Client's use of the SaaS Services, as set forth in the applicable Order Confirmation. Prior to obtaining access to the SaaS Services, Client shall ensure that Authorized Users are registered in the SaaS Services with a unique User ID and a unique password. For purposes of this Agreement, "Authorized Users" means individuals who are authorized to use the SaaS Services pursuant to this Agreement or as otherwise defined, restricted or limited in an Order Confirmation, for whom subscriptions to SaaS Services have been procured, and who have been supplied user identifications and passwords by Client (or by Team UIS at Client's request). Authorized Users may include Clients' employees and Clients' agents and third-party contractors and their employees authorized by Client and/or approved by Team UIS to access the SaaS Services. **B.** Client is responsible for all activities conducted under its Authorized User logins and for its Authorized Users' compliance with this Agreement. Authorized Users may only use the SaaS Services during the term of the applicable Order Confirmation. **C.** Except as otherwise explicitly provided in this Agreement, Client and its Authorized Users will not, and will not permit third parties to: (a) use the SaaS Services except as expressly authorized in this Agreement; (b) access or use the SaaS Services to circumvent or exceed the applicable restrictions; (c) use any device, software, or routine that interferes or disrupts any application, function, or use of the SaaS Services; (d) copy, modify, translate, transmit, reproduce, distribute, republish, display, frame, or mirror the SaaS Services, except as permitted by this Agreement; (e) decompile, reverse-compile, disassemble, reverse-engineer or otherwise reduce to human-perceivable form all or any part of the SaaS Services or any part of the SaaS Services or otherwise attempt to discover any source code or create derivative works of the SaaS Services or any part of the SaaS Services; (f) rent, lease, resell, sublicense, or otherwise permit third parties to access or use the SaaS Services; (g) use the SaaS Services to provide services to third parties (e.g., as a service bureau or to otherwise provide data processing services to third parties); (h) circumvent or disable any security or other technological features or measures of any SaaS Services or any part of the SaaS Services; (i) use the SaaS Services to build a similar or competitive product or service; (j) create user accounts under false or fraudulent pretenses; (k) except as provided in an Order Confirmation, create shared or generic identifications and passwords to any SaaS Services; (l) use the SaaS Services in a manner that is contrary to applicable law or in violation of any third party rights of privacy or intellectual property rights; (m) use the SaaS Services to send or store viruses, worms, time bombs, trojan horses, or other harmful or malicious code, files, scripts, agents or programs; (n) access the SaaS Services for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes; (o) remove, alter or obscure any of the intellectual property rights notice(s) or restrictive legend(s) embedded in or that Team UIS otherwise provides with the SaaS Services; (p) interfere with or disrupt the integrity or performance of the SaaS Services; or (q) obtain unauthorized access to the SaaS Services (including without limitation permitting access to or use of the SaaS Services via another system or tool, the primary effect of which is to enable input of requests or transactions by other than Authorized Users). **D.** Client shall at all times: (a) provide Team UIS with good faith cooperation and access to such information, facilities, and equipment as may be reasonably required by Team UIS in order to provide the SaaS Services, including, but not limited to, providing Client materials and security access, information, and software interfaces to Client's business applications; (b) provide such personnel assistance as may be reasonably requested by Team UIS from time to time; and (c) carry out in a timely manner all other Client responsibilities set forth in this Agreement. In the event of any delay in Client's performance of any of the obligations set forth in (a), (b) or (c), or any other delays caused by Client, Team UIS may adjust its performance as reasonably necessary to account for such delays.

E. Client is responsible for complying with any applicable laws relating to its or any Authorized User's use of the SaaS Services including, without limitation, all applicable privacy, electronic communications and data protection laws, rules, regulations, and regulatory guidelines, as well as any applicable self-regulatory guidelines. Without limiting the generality of the foregoing, Client is solely responsible for: (a) ensuring that Client and Team UIS, acting on Client's behalf, have the right to collect, use and share Client any personal data and related materials via the SaaS Services; and (b) providing adequate notice to, and obtaining any necessary consents as required under applicable laws, with respect to the Client materials and Client intellectual property collected, used and shared by Client, or by Team UIS on Client's behalf, via the SaaS Services. Notwithstanding any other provision of this Agreement, Client or any Authorized User shall not use the SaaS Services to collect, upload, retrieve, transmit, send, or store (i) any information that could directly identify a person, including, without limitation, government issued ID numbers, individual medical or health information (including protected health information under HIPAA), individual financial information, an individual's name (last name plus first name or first initial), or birth date; (ii) security codes, passwords, credit or debit card numbers; (iii) any data that falls under the sensitive or special data definitions of any applicable privacy law or self-regulatory principle; or (iv) any data collected from sites directed to children under the age of sixteen (16) or from children whose age Client knows to be under sixteen (16) in violation of applicable law. Team UIS and its designees shall have the right (but not the obligation) in their sole discretion to refuse or remove any Client materials or Client intellectual property that violate any of the terms of this Agreement or any applicable law. **F.** In connection with the operation of the SaaS Services, Team UIS may collect and analyze data in aggregate and anonymous form with respect to the use and effectiveness of the SaaS Services (the "Aggregate Data"). Client hereby irrevocably authorizes Team UIS to collect data in an aggregate and anonymous form for supporting, improving, and marketing the SaaS Services. Customer acknowledges and agrees that Team UIS will exclusively own all right, title, and interest in and to all Aggregate Data and other analytics and output data generated or provided by Team UIS or the SaaS Services. **G.** Client or Authorized Users providing any suggestions, enhancement requests, recommendations, corrections or other feedback (collectively, "Feedback") is strictly voluntary. If Client or any Authorized User provides any Feedback to Team UIS, orally or in writing, Client hereby grants to Team UIS and its affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the SaaS Services any Feedback. **H.** Team UIS may immediately suspend the SaaS Services if Team UIS reasonably determines that the Client is not materially complying with this Agreement, or Client is using the SaaS Services in a manner that could cause damage to Team UIS's business or reputation, or otherwise reflect unfavorably upon Team UIS, its affiliates, or its partners. Team UIS shall notify the Client promptly following any such suspension taking effect.

9. Design. Team UIS is not responsible for the design of the Products and will not, under any circumstances, have any warranty, indemnification or other liability or obligations with respect to Products to the extent related to or arising out of the design and/or specifications for such Products. Suggestions by Team UIS as to design, use and suitability of the Products are made in good faith; provided, however, Buyer assumes full responsibility for accepting and/or using such suggestions.

10. Warranty. (a) Team UIS warrants, that at the time of delivery, the Products will conform to the specifications, if any, that are a part of the Order Confirmation. Client understands and hereby expressly agrees that any claim for defective materials, defective manufacture, or any other claim with respect to the Products shall be made directly to the manufacturer of the Product and not the Team UIS. Team UIS makes no warranties, either express or implied, regarding defective materials, defective manufacture, or any other claim with respect to Products. Team UIS may, at its sole election, and as Client's sole remedy, make an allowance, repair, or replace such quantity of the Products as shall prove to be defective, then Client shall hold and make available for inspection and testing by Team UIS all Products claimed by Client to be defective. (b) Services provided by Team UIS under an Order Confirmation will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. (c) **THE TEAM UIS DISCLAIMS, AND CLIENT HEREBY EXPRESSLY WAIVES, ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE PRODUCTS AND/OR SERVICES, AND/OR THE RESULTS OBTAINED FROM THEIR USE BY CLIENT AND/OR ITS USERS, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TEAM UIS HEREBY DISCLAIMS ANY AND ALL LIABILITY FOR THE USE OR PERFORMANCE OF THE SERVICES AND/OR PRODUCTS SELECTED BY THE PARTIES HEREBY EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE UNIFORM COMMERCIAL CODE AND ANY SPECIFIC STATE ADOPTIONS THEREOF SHALL NOT GOVERN THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THESE TERMS OR ANY ORDER CONFIRMATION.**

11. Liability Limitation. Specific performance shall not be available to Client as a remedy in connection with Team UIS's providing of the Products and/or Services. Monetary damages against Team UIS shall be limited to the dollar amount charged to Client for the applicable order placed by Client and accepted by Team UIS for any of the Services and/or Products alleged to be the cause of any loss or damage, whether founded in contract, tort (including negligence), strict liability or otherwise, arising out of, or resulting from any cause whatsoever, including without limitation: (a) any order placed by Client and accepted by Team UIS or Team UIS's performance or breach; or (b) the design, manufacture, delivery, sale, repair, replacement or use of any such Products. **IN NO EVENT SHALL TEAM UIS BE LIABLE TO CLIENT FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF ANTICIPATED PROFITS, LOSS OF USE, LOSS OF REVENUE AND COST OF CAPITAL) ARISING OUT OF OR RELATING TO THE AGREEMENT, INCLUDING WITHOUT LIMITATION THE ORDER CONFIRMATION, ANY RELATED PURCHASE ORDER, OR THE SERVICE AND/OR PRODUCTS. ANY AGREEMENT VARYING OR EXTENDING THE REMEDIES SPECIFICALLY STATED HEREIN WILL BE BINDING ON TEAM UIS ONLY WHEN SPECIFICALLY AGREED TO IN WRITING BY TEAM UIS AND SPECIFICALLY REFERENCING THIS SECTION.**

12. Insurance. Team UIS has in effect commercial general liability, umbrella, cyber, workers compensation, employer's liability, and automobile insurance coverage. A certificate of insurance is available upon request. Customer shall have property and course of construction/builder's risk insurance for the full value of the site including any improvements made pursuant to this Contract and will provide Team UIS with proof of insurance upon request.

13. Termination. In the event that Client fails to perform any of its obligations stated in the Agreement, including the Order Confirmation or any related purchase order and fails to cure such breach within ten (10) days after receipt of written notice from the Team UIS specifying such breach, the Team UIS may at its option immediately terminate the Order Confirmation and/or any related purchase orders. Upon any such termination by Team UIS: (a) Team UIS shall be relieved of any further obligation to Client (including, without limitation, any obligation with respect to delivery or transition of supply); (b) Client shall be liable to Team UIS for the immediate payment of amounts then billed to date by Team UIS to Client; (c) Client shall purchase and pay Team UIS immediately for all raw materials, components, work in process and finished goods acquired by Team UIS in connection with the Order Confirmation and/or any related purchase orders; and (d) Client shall immediately reimburse Team UIS for all other loss, cost or expense of Team UIS as a result of the termination of the Order Confirmation or any related purchase order.

14. Right of Entry. If applicable, Client shall provide for Team UIS's right to enter the property owned by the Client and/or others in order for Team UIS to perform the Services in the Order Confirmation. The Client agrees, to the fullest extent permitted by law, to indemnify and hold Team UIS and his or her consultants harmless from any claim, liability or cost (including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from procedures associated with testing or investigative activities or discovery of hazardous materials or suspected hazardous materials on said property.

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15. Force Majeure. Team UIS shall not be liable for any delay or failure to perform any obligation under this Agreement if such delay or failure is caused by circumstances beyond its reasonable control, including, without limitation, acts of God or public authority, riots or other public disturbances, labor disputes of any kind, electrical or power outages, utilities or telecommunications failures, earthquake, storms or other elements of nature, acts or orders of government, pandemics, acts of terrorism or war, or acts by third parties, failure of Client to provide required information, or the change in cost or availability of raw materials, components or services based on market conditions, supplier actions or contract disputes ("Force Majeure Event"). During a Force Majeure Event, Team UIS's obligations under the Order Confirmation and any related purchase order shall be suspended and Team UIS shall not have any obligation to provide Client with Products or Services from other sources or to pay or reimburse Client for any additional costs to Client of obtaining substitute Products or Services, nor shall Team UIS be liable for any damages to Client arising from or related to a Force Majeure Event.

16. Governing law. The contract shall be governed by the laws of Michigan

17. Employee Solicitation. Employee Solicitation. Client agrees not to hire, attempt to hire, or retain as consultants or otherwise, employees and/or consultants of Team UIS directly or through a third-party entity during the employment or consulting period and for a period of one (1) year subsequent to the employee's and/or consultant's last day of work for Team UIS regardless of the circumstances surrounding employee's cause of termination of employment.

18. Indemnification. Client holds harmless, indemnifies, and will defend Team UIS and its related or affiliated entities including their respective officers, agents and employees against any claims, liabilities, expenses, charges, fines and related losses including attorney's fees and expenses to the extent directly or indirectly caused by Client's (including those acting on behalf of Client) (a) negligent acts of omissions and involving property damage or bodily injury; (b) breach of the terms of the Agreement between the parties; or (c) violation of applicable law. This provision shall apply even if there is concurrent negligence but shall not apply to property damage or bodily injury arising solely from Team UIS's negligence. Liability per above is not limited by limits of workers compensation coverage.

19. Survival/Entire Agreement/Waiver/Applicable Laws. These Terms shall survive and continue in full force and effect following the expiration, cancellation or termination of an Order Confirmation and any related purchase order. The Order Confirmation, including these Terms and any other attachments, exhibits or supplements specifically referenced in the Order Confirmation, constitutes the entire agreement between Team UIS and Client with respect to the matters contained in the Order Confirmation and supersedes all prior oral or written representations and agreements. Except as otherwise provided in these Terms, the Order Confirmation may only be modified by a written agreement signed by Team UIS. Waiver by Team UIS of any of the terms or conditions of the Order Confirmation shall be effective only if in writing and signed by Team UIS, and shall not constitute a waiver of such terms as to any subsequent events or conditions, whether similar or dissimilar. No course of dealing or custom in the trade shall constitute a modification or waiver by Team UIS of any right. This Agreement is governed by the laws of the State of Michigan, except for its choice of laws provisions.

20. Electronic Signature. THE CONTRACT MAY BE SIGNED OR ACCEPTED ELECTRONICALLY, CONVEYING CUSTOMER'S ACCEPTANCE. COMPLIANCE WITH THE CONTRACT THROUGH ELECTRONIC MEANS INCLUDING, BUT NOT LIMITED TO, EMAIL ACKNOWLEDGEMENT, AND CUSTOMER'S ELECTRONIC SIGNATURE WILL BE DEEMED VALID AND BINDING. IF CUSTOMER CONTESTS THE VALIDITY OF THE CONTRACT BASED ON THE MEANS OF ELECTRONIC OR OTHER FORM OF EXECUTION OR ACCEPTANCE BY THE PARTIES AND THE CONTRACT IS HELD BY A COURT OR ARBITRATOR TO BE VALID, THE CUSTOMER SHALL PAY THE ATTORNEYS' FEES AND EXPENSES OF TEAM UIS ARISING FROM THE CUSTOMER'S CONTEST OF THE CONTRACT'S VALIDITY.

21. Escalation. Any material that has been quoted as a part of this project is calculated based upon current prices. The market for these materials is volatile, and sudden price increases could occur. Team UIS agrees to use its best efforts to obtain the lowest prices possible from our suppliers. However, should there be an increase in the price of materials that are purchased after the execution of contract Team UIS reserves the right to adjust the contract for the increase. Team UIS will provide timely written notice to the Client if this were to occur.

22. Postponement. In the event that the Client postpones the project, Team UIS reserves the right to charge the Client for costs incurred that will cause the project to exceed the original cost estimate. Team UIS will provide timely written notice to the Client if this were to occur.

23. Cancellation. In the event that the Client cancels the work once the work has been scheduled by Team UIS, Team UIS reserves the right to charge the Client as follows:

# of Days Prior to Scheduled Work	Cancellation Fee (% of Contract)
30	5.00%
15	7.50%
7	10.00%
3	15.00%

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 on the 6TH of May, 2025, 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 is 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 continue to collaborate on vermin management; and

Whereas, prior (amended) Agreements for these services have been completed; and

Whereas, vermin issues remain 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, the Township has budgeted \$150,000 for 2025 for an aggressive program due to the extent of issues found to date; and

Whereas, WCWRC will continue to provide regular updates and service area maps to Township staff and the Supervisor 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, 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 provided to illustrate the need and focus areas for the Services provided and is not intended to limit areas for providing Services; and

Whereas, Exhibit B provides a depiction of both current reported vermin sightings and other areas of future investigation desired within the Township, Exhibit B is provided to illustrate the need and initial focus areas for the Services provided; and

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

Whereas, Township and WCWRC officials fully understand that this new Agreement is a continuation of services that can be renewed annually by consent of both parties, and terminated by either party by giving 30 days notice; and

Whereas, given the persistence of vermin in other communities, Township and WCWRC officials anticipate and fully understand the program will in all likelihood result in a recommendation for a longer-term program and recommended program funding amounts continuing program experiences; and

Whereas, the primary program goals are to:

1. Reduce the frequency of vermin activity
2. Determine a cost-effective “maintenance level” of longer-term baiting after initial aggressive baiting;

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 duration of this Agreement shall be at the discretion both parties, or “Good Until Cancelled” with 30-days notice.

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 as needed 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.

And Whereas, based on the terms and information provided above the Township Board may wish to authorize additional efforts;

Be It Therefore Resolved, that the terms of this Agreement are hereby modified to allow continued vermin control services for a total amount not to exceed \$150,000.

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 (DATE)
 Township Supervisor

By: _____
 Gretchen Driskell (DATE)
 Water Resources Commissioner

CHARTER TOWNSHIP OF YPSILANTI

By: _____
 Debra A. Swanson (DATE)
 Township Clerk

EXHIBIT A

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 \$150,000. It is anticipated that this amount will be adequate for the duration of 2025 and every year thereafter until this agreement is terminated by either party. The intent of this agreement is also 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.