

**CHARTER TOWNSHIP OF VAN BUREN BOARD OF TRUSTEES  
AUGUST 14, 2017 WORK STUDY MEETING 4:00 P.M.  
TENTATIVE AGENDA**

**ROLL CALL:**

Supervisor McNamara _____	Trustee Miller _____
Clerk Wright _____	Trustee White _____
Treasurer Budd _____	Engineer Nummer _____
Trustee Frazier _____	Attorney McCauley _____
Trustee Martin _____	Secretary Montgomery _____

**UNFINISHED BUSINESS:**

**NEW BUSINESS:**

1. Discussion on the FY 2018 Suburban Mobility Authority for Regional Transportation (SMART) Municipal Credit Contract.
2. Discussion on the contact between FTCH and the Township for in the amount of \$57,500 for design, construction administration and engineering services for the pavilion and playground structure project for Van Buren Park with expenses to be paid with CDBG funds.
3. Discussion on the towing agreement between the Township and local towing services.

**PUBLIC COMMENT:**

**CLOSED SESSION:** The Township Board will go into closed session, pursuant to MCL 15.268(e), to discuss trail and /or settlement strategy involved in the pending litigation, Van Buren Twp. V. Amanda Jackson, Wayne County Circuit Case No. 15-015063

**ADJOURNMENT:**

**NOTICE OF CLOSED SESSIONS  
OF THE  
CHARTER TOWNSHIP OF VAN BUREN  
BOARD OF TRUSTEES  
TO BE HELD FOLLOWING  
4:00 P.M.  
WORK STUDY SESSION  
ON MONDAY, AUGUST 14, 2017  
TOWNSHIP HALL  
46425 TYLER ROAD  
BELLEVILLE, MI 48111**

**FOR THE PURPOSE OF DISCUSSING:**

**The Township Board will go into closed session, pursuant to MCL 15.268€, to discuss trail and /or settlement strategy involved in the pending litigation, Van Buren Twp. V. Amanda Jackson, Wayne County Circuit Case No. 15-015063**

**In accordance with the Americans with Disabilities Act, reasonable accommodations can be made with advance notice by calling the Clerk's Office 734.699.8909.**

**Posted August 10, 2017.**

# Charter Township of Van Buren

Agenda Item \_\_\_\_\_

## REQUEST FOR BOARD ACTION

MEETING DATE:  
 WORK STUDY: AUGUST 14, 2017  
 BOARD MEETING: August 15, 2017

Consent Agenda X                      New Business                      Unfinished Business                      Public Hearing

<b>ITEM (SUBJECT)</b>	Suburban Mobility Authority for Regional Transportation (SMART)
<b>DEPARTMENT</b>	Parks and Recreation
<b>PRESENTER</b>	Director Jennifer Wright
<b>PHONE NUMBER</b>	734-699-8921
<b>INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)</b>	N/A

**Agenda topic**

**ACTION REQUESTED**

This is an annual approval of the FY 2018 Suburban Mobility Authority for Regional Transportation (SMART) Municipal Credit Contract has the same content and funding distribution for several years.

**BACKGROUND - (SUPPORTING AND REFERENCE DATA. INCLUDE ATTACHMENTS)**

This money is made available to Van Buren Township to use for transportation purposes only. The use of this money provides our elderly population within Van Buren Township the opportunity to get to and from the Senior Center, vital doctors' appointments and various shopping centers.

Township children and their families benefit by utilizing the transportation for the Day Camp program ran by our Recreation Department. Many families could not participate in the Day Camp program or the benefits of the Senior Center without the transportation assistance. Monies received by SMART help cover drivers wages, gasoline, vehicle maintenance, and vehicle repairs.

The estimated funding level for FY 2018:

Recreation Transportation	\$20,000.00
Senior Transportation	<u>\$ 8,348.00</u>
	<b>\$28,348.00</b>

**BUDGET IMPLICATION**                      Local match of \$32,597.00 is met by township general fund and in-kind services

**IMPLEMENTATION NEXT STEP**                      Authorize Supervisor and Clerk to execute the contract.

**DEPARTMENT RECOMMENDATION**                      N/A

**COMMITTEE/COMMISSION RECOMMENDATION**

**ATTORNEY RECOMMENDATION**                      N/A

(May be subject to Attorney/Client Privilege and not available under FOIA)

**ADDITIONAL REMARKS**

**APPROVAL OF SUPERVISOR** Daniel Selman

# MUNICIPAL CREDIT and COMMUNITY CREDIT CONTRACT for FY - 2018

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I, Kevin McNamara, as the Supervisor of the Charter Township of Van Buren (hereinafter, the "Community") hereby apply to SMART and agree to the terms and conditions herein, for the receipt and expenditure of **Municipal Credits** (Section 1 below), and **Community Credits** (Section 2 below); and further agree that the **Municipal and Community Credits Master Agreement** between the parties is incorporated herein by reference. A description of the service the Community shall provide hereunder is set forth in Exhibit A, and the operating budget for that service is set forth in Exhibit B, both of which are attached hereto and incorporated herein.

**1. The Community agrees to use \$28,348 in Municipal Credit funds as follows:**

- (a) Transfer to \_\_\_\_\_ Funding of: \$ \_\_\_\_\_  
TRANSFeree COMMUNITY
  - (b) Van/Bus Operations At the cost of: \$ 28,348.00  
(Including Charter and Taxi services)
  - (c) Services Purchased from SMART At the cost of: \$ \_\_\_\_\_  
(Including Tickets, Shuttle Services/Dial-a-Ride)
- Total \$28,348**

SMART intends to provide Municipal Credit funds under this contract to the extent funds for the program are made available to it by the Michigan Legislature pursuant to Michigan Public Act 51 of 1951. Municipal Credit funds made available to SMART through legislative appropriation are based on projected revenue estimates. In the event that revenue actually received is insufficient to support the Legislature's appropriation, it will result in an equivalent reduction in funding provided to the Community pursuant to this Contract. In such event, SMART reserves the right, without notice, to reduce the payment of Municipal Credit funds by the amount of any reduction by the legislature to SMART. All funding must be spent by September 30, 2019; all funds not spent by that date will revert back to SMART pursuant to Michigan Public Act 51 of 1951, for expenditure consistent with Michigan law and SMART policy.

**2. The Community agrees to use \$ 0.00 in Community Credit funds available as follows:**

- (a) Transfer to \_\_\_\_\_ Funding of: \$ \_\_\_\_\_  
TRANSFeree COMMUNITY
  - (b) Van/Bus Operations At the cost of: \$ \_\_\_\_\_  
(Including Charter and Taxi services)
  - (c) Services Purchased from SMART At the cost of: \$ \_\_\_\_\_  
(Including Tickets, Shuttle Services/Dial-a-Ride)
  - (d) Capital Purchases At the cost of: \$ \_\_\_\_\_
- Total \$ 0.00**

# MUNICIPAL CREDIT and COMMUNITY CREDIT CONTRACT for FY - 2018

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Capital purchases permitted with Community Credits are subject to applicable state and federal regulations, and SMART policy, including procurement guidelines. When advantageous, SMART may make procurements directly. Reimbursement for purchases made by Community requires submission of proper documentation to support the purchase (i.e. purchase orders, receiving reports, invoices, etc.). Community Credit dollars available in FY 2018, may be required to serve local employer transportation needs per the coordination requirements set forth in the aforementioned Master Agreement. All Community Credit funds must be spent by June 30, 2020 unless approval from SMART General Manager is obtained to extend Community Credits for an additional 2 years to allow accrual for major capital projects; any funds not spent by that date may revert back to SMART for expenditure consistent with SMART policy.

This agreement shall be binding once signed by both parties.

CHARTER TOWNSHIP OF VAN BUREN

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

Date \_\_\_\_\_

Its: Kevin McNamara, Supervisor

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

Date \_\_\_\_\_

Its: Leon Wright, Clerk

Suburban Mobility Authority for  
Regional Transportation

Date \_\_\_\_\_

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

John C. Hertel  
General Manager

# Charter Township of Van Buren

Agenda Item: \_\_\_\_\_

## REQUEST FOR BOARD ACTION

**Work Study Date:** 08/14/17

**Board Meeting:** 08/15/17

Consent Agenda \_\_\_\_\_

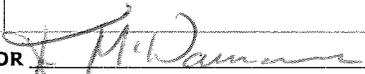
**New Business**  X

Unfinished Business: \_\_\_\_\_

Public Hearing \_\_\_\_\_

<b>ITEM (SUBJECT)</b>	To approve the contract with FTCH in the amount of \$57,500 for design, construction administration and engineering services for the pavilion and playground structure project for Van Buren Park per the Scope of Services in FTCH's August 7, 2017 letter. The expense will be paid with CDBG funds.
<b>DEPARTMENT</b>	Planning & Economic Development
<b>PRESENTER(S)</b>	Matthew R. Best, Deputy Director of Planning and Economic Development
<b>PHONE NUMBER</b>	(734) 699-8913
<b>INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)</b>	Ron Akers, Director of Planning and Economic Development

### Agenda topic

<b>ACTION REQUESTED</b>	To approve the contract with FTCH in the amount of \$57,500 for design, construction administration and engineering services for the pavilion and playground structure project for Van Buren Park per the Scope of Services in FTCH's August 7, 2017 letter. The expense will be paid with CDBG funds.
<b>BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)</b>	See attachments.
<b>BUDGET IMPLICATION</b>	Funds for are funded from CDBG.
<b>IMPLEMENTATION NEXT STEP</b>	If approved, the Elected Officials will execute the agreement.
<b>DEPARTMENT RECOMMENDATION</b>	Approval
<b>COMMITTEE/COMMISSION RECOMMENDATION</b>	
<b>ATTORNEY RECOMMENDATION</b>	(May be subject to Attorney/Client Privilege and not available under FOIA)
<b>ADDITIONAL REMARKS</b>	
<b>APPROVAL OF SUPERVISOR</b>	



# Memo

**TO:** Board of Trustees

**FROM:** Matthew R. Best  
Deputy Director of Planning and Economic Development

**RE:** Van Buren Park – Playground and Pavilion Improvement Project

**DATE:** August 7, 2017

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**Background:** The demolition and new construction of a pavilion and playground structure at Van Buren Park is an approved CDBG project with Program Year 2015, 2016 and 2017 funds. Fishbeck, Thompson, Carr and Huber, Inc. (FTCH) has prepared a proposal for design, construction administration and engineering services for the pavilion, dated August 7, 2017, in the amount of \$57,500. There are sufficient CDBG funds in Program Income or Administration in Program Years 2015, 2016 and 2017 to cover this expense. The total project cost is \$303,000.

**Recommendation:** To approve the contract with FTCH in the amount of \$57,500 for design, construction administration and engineering services for the pavilion and playground structure project for Van Buren Park per the Scope of Services in FTCH's August 7, 2017 letter. The expense will be paid with CDBG funds.

Authorization to Approve:

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Kevin McNamara, Township Supervisor

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Sharry Budd, Township Treasurer

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Leon Wright, Township Clerk



August 7, 2017

Mr. Matthew Best  
Deputy Director of Planning and Economic Development  
Charter Township of Van Buren  
46425 Tyler Road  
Van Buren, MI 48111

Re: Van Buren Park – Pavilion Improvements Project

Dear Mr. Best:

Fishbeck, Thompson, Carr & Huber, Inc. (FTCH) is pleased to submit a three phase design proposal for the Van Buren Park Improvements Project. This proposal is based on our site visit, Monday, July 10, 2017, and discussions with Patrick Sloan, McKenna Associates, and yourself relative to project scope, budget and Community Development Block Grant (CDBG) requirements. The entire project budget for the demolition and proposed improvements is approximately Three Hundred Twenty Thousand Dollars (\$320,000).

The existing play structure and pavilion demolition contract documents and oversight will be provided by McKenna Associates. The new play structure, pavilion and landscaping construction documents, bidding and oversight will be provided by FTCH in three phases to assist the Van Buren Township (Township) in matching funding sources.

Mr. David L. Potter, PE, will serve as the Project Manager. In summary, the scope of improvements by FTCH are to include the following in order of priority and availability of project budget:

- PHASE 1** Prepare a site plan and specifications to bid a budget (\$80,000) based new play structure. We understand a new play structure is to be pre-purchased by the Township and constructed by the Township’s Pavilion Contractor. The play structure will not be lighted.
- PHASE 2** Prepare design and construction documents for a new pavilion, with powered outlets and salvaging the existing newer cooking grills that are located on the east side. The pavilion is to be designed to accommodate 80 to 100 people. We understand the pavilion usage will be considered seasonal use only. The pavilion structure will not be lighted.  
  
The water supply will be from existing water service line to Pavilion. The electric service will be from the existing electric meter servicing the Pavilion. The budget to purchase the new pavilion and ancillary materials is \$80,000.00.
- PHASE 3** Prepare design and construction documents for new limited landscaping improvements that are to be placed in limited areas at the entrance of the park, within the east merge area, and in front of the entry booth. The budget for the landscaping cost is approximately \$10,000.00.

In developing our fee proposal, it is understood that this project would not require the preparation of a site plan for approval by the Township Planning Commission. It is also understood that the only project permit required for this project is a Wayne County Soil Erosion and Sedimentation Control Permit. All other permits will be Township permits and administratively approved.

## DETAILED SCOPE OF SERVICES

### Phase 1

#### **Task 1.1 – Design Survey**

FTCH will collect the necessary survey and topographic data to construct the new play structure, pavilion, and limited landscaping improvements.



### **Task 1.2 – Geotechnical Services**

FTCH will engage the services of a geotechnical firm to obtain two soil borings (15-20 feet in depth), one adjacent to the existing the play structure, and one adjacent to the existing Pavilion.

### **Task 1.3 – Preliminary Design – Scope of Services**

- Develop a preliminary site plan to be included in bid documents that indicates the general location and grades of the proposed play structure.
- Develop a preliminary construction cost estimate for the play structure.
- Attend one (1) design meeting to review, discuss and finalize the design strategy for the play structure.
- FTCH will prepare for and attend one Public Information Meeting, as necessary.
- Based on the Township direction modify and resubmit the preliminary design and estimate to the Township for budget approval.
- Deliverables: Preliminary site plan and preliminary construction estimate.

### **Task 1.4 – Final Design – Scope of Services**

Final Design consists of the preparation of Construction Documents (CD) that include project specifications based upon the approved design from the Preliminary Design Phase. During this phase, FTCH will attend one (1) Township review meeting to review and finalize the construction documents. FTCH will provide the Final Design estimate.

Deliverables: One (1) set of bid documents will be developed, requiring prevailing wages.

### **Task 1.5 – Bidding Assistance**

- FTCH will prepare and distribute PDF bid documents to Contractors via local clearing houses. Contractors are to pay a fee for each set of construction documents.
- FTCH will conduct a mandatory onsite pre-bid meeting to familiarize contractors with project access, scope, and CDBG Prevailing Wage requirements.
- FTCH will attend bid opening and provide recommendation for Contractor selection based on qualifications and tabulated bid costs.
- FTCH will prepare contract award documents, including:
  - Bid tabulation.
  - Conditional Recommendation and Notice of Award.
  - Cursory review of bonds and insurance.
  - Preparation of final contract documents to be reviewed by the Township Attorney.

### **Task 1.6 – Construction Contract Administration**

FTCH will assist the Township with Construction Contract Administration Services associated with the Van Buren Park Play Structure Improvement Project. These services include:

- Value Engineering Review.
- Pre-Construction Meeting.
- Periodic Progress Meetings.
- Review of Contractor Pay Application Request(s).
- Process Shop Drawings.
- Negotiate Change Orders, as necessary.
- Prepare Project Punch List(s).
- Prepare Final Payment Recommendation.
- Prepare Close-Out Documents.
- Coordination of Material Testing and Density Testing Services
- FTCH will provide periodic Construction Observation Services, up to four (4) trips, associated with the Project coordinated with the Township. Additional inspection efforts, if required, will be on an hourly basis.



- FTCH will provide Construction Staking Services associated with the Van Buren Park Improvements Project. One time staking is included; the Contractor is to pay for any re-staking, accordingly. FTCH will assist the Township with the preparation of record drawings, based upon Contractor provided as-built drawings.

**Phase 1 – Fee Summary**

Task 1.1:	Design Survey	\$2,500
Task 1.2:	Design – Geotechnical Services	\$3,500
Task 1.3:	Preliminary Design	\$3,000
Task 1.4:	Final Design	\$5,000
ask 1.5:	Bidding Assistance	\$2,000
Task 1.6.1:	Construction Contract Administration	\$1,500
Task 1.6.2:	Construction Observation Services	\$3,000
Task 1.6.3:	Construction Staking and Record Drawings	\$1,000
Task 1.7:	PM/Meetings	<u>\$3,000</u>
	Sub Total	\$24,500
	Reimbursable Expenses	<u>\$500</u>
	Project Total	\$25,000

FTCH proposes to provide the Design and Construction Contract Administration Services as described herein for an hourly fee, not-to-exceed Twenty Five Thousand Dollars (\$25,000), including reimbursable expenses. All Federal, state, and local Application/Permit Fees and costs are to be paid by the Township.

**Phase 2**

**Task 2.1 – Design Survey**

FTCH will utilize design survey from Phase I.

**Task 2.2 – Geotechnical Services**

FTCH will utilize geotechnical data from Phase I.

**Task 2.3 – Preliminary Design – Scope of Services**

- Develop two (2) architectural design strategies for the pavilion.
- Develop a preliminary scale of magnitude cost for the pavilion.
- Attend one (1) preliminary design meeting to review the design strategy for the pavilion.
- Civil and electrical design narratives will be developed to accompany the site plan.
- FTCH will prepare for and attend one (1) Public Information Meeting, as necessary.
- Refine the design and estimate based on the Township meeting and submit the preliminary design and estimate to the Township for budget approval.

Deliverables: Conceptual architectural plan, conceptual site plan and preliminary estimate.

**Task 2.4 – Final Design – Scope of Services**

Final Design consists of the preparation of a construction document (CD) that include, structural, civil, and electrical drawings and specifications based upon the approved design from the Preliminary Design Phase. During this phase, FTCH will attend one (1) Township review meeting to review and finalize the construction documents. FTCH will provide one (1) update to the Preliminary Design estimate.

Deliverables: One (1) set of bid documents will be developed.

**Task 2.5 – Bidding Assistance**

- FTCH will prepare and distribute PDF bid documents to Contractors via local clearing houses. Contractors are to pay a fee for each set of construction documents.



- FTCH will conduct a mandatory onsite pre-bid meeting to familiarize contractors with project access, scope, and CDBG Prevailing Wage requirements.
- FTCH will attend bid opening and provide recommendation for contractor selection based on qualifications and bid cost.
- FTCH will prepare contract award documents, including:
  - Bid tabulation.
  - Conditional Recommendation and Notice of Award.
  - Cursory review of bonds and insurance.
  - Preparation of final contract documents to be reviewed by the Township Attorney.

**Task 2.6 – Construction Contract Administration**

FTCH will assist the Township with Construction Contract Administration Services associated with the Van Buren Park Pavilion Improvement Project. These services, not all inclusive, include:

- Value Engineering Review.
- Pre-Construction Meeting.
- Periodic Progress Meetings.
- Review of Contractor Pay Application Request(s).
- Process Shop Drawings.
- Negotiate Change Orders, as necessary.
- Prepare Project Punch List(s).
- Prepare Final Payment Recommendation.
- Prepare Close-Out Documents.
- Coordination of Material Testing and Density Testing Services
- FTCH will provide periodic Construction Observation Services, up to eight (8) trips, associated with the Project, coordinated with the Township. Additional inspection efforts, if required, will be on an hourly basis.
- FTCH will provide Construction Staking Services associated with the Van Buren Park Pavilion Improvement Project. One time staking is included; the Contractor is to pay for any restaking, accordingly. FTCH will assist the Township with the preparation of record drawings, based upon Contractor provided as-built drawings.

**Phase 2 – Fee Summary**

Task 2.1:	Design Survey	\$0
Task 2.2:	Design – Geotechnical Services	\$0
Task 2.3:	Preliminary Design	\$3,500
Task 2.4:	Final Design	\$5,000
Task 2.5:	Bidding Assistance	\$1,500
Task 2.6.1:	Construction Contract Administration	\$4,000
Task 2.6.2:	Construction Observation Services	\$6,000
Task 2.6.3:	Construction Staking and Record Drawings	\$2,500
Task 2.7:	PM/Meetings	<u>\$3,500</u>
	Sub Total	\$26,000
	Reimbursable Expenses	<u>\$500</u>
	Project Total	\$26,500

FTCH proposes to provide the Design and Construction Contract Administration Services as described herein to Van Buren Township, for an hourly fee, not-to-exceed Twenty Six Thousand Five Hundred Dollars (\$26,500), including reimbursable expenses. All Federal, state, and local Application/Permit Fees and costs are to be paid by the Township.



### **Phase 3**

#### **Task 3.1 – Design Survey**

FTCH will utilize design survey from Phase I.

#### **Task 3.2 – Geotechnical Services**

N/A – No geotechnical services anticipated.

#### **Task 3.3 – Preliminary Design – Scope of Services**

- Develop one landscape preliminary design concept plan for the project, assuming no irrigation available or to be provided for this site and the Township DPW will irrigate the landscaping until the plantings are viable.
- Develop a preliminary cost for the landscaping plan.
- Attend one (1) design meeting to review, discuss and finalize the design strategy for the landscaping plan.
- FTCH will prepare for and attend one Public Information Meeting, as necessary.
- Refine the design and estimate based on the Township meeting and resubmit the preliminary design and estimate to the Township for final approval.

Deliverables: Preliminary Landscape Design Plan and preliminary cost estimate.

#### **Task 3.4 – Final Design – Scope of Services**

Final Design consists of the preparation of a Construction Documents that include a final landscape design drawing(s) and specifications based upon the approved Preliminary Design. During this phase, FTCH will attend one (1) Township review meeting to review and finalize the construction documents. FTCH will provide one (1) update to the Preliminary Design estimate.

Deliverables: One (1) set of bid documents will be developed.

#### **Task 3.5 – Bidding Assistance**

- FTCH will prepare and distribute PDF bid documents to Contractors via local clearing houses. Contractors are to pay a fee for each set of construction documents.
- FTCH will conduct a mandatory onsite pre-bid meeting to familiarize contractors with project access, scope, and CDBG Prevailing Wage requirements.
- FTCH will attend bid opening and provide recommendation for contractor selection based on qualifications and bid cost.
- FTCH will prepare contract award documents, including:
  - Bid tabulation.
  - Conditional Recommendation and Notice of Award.
  - cursory review of bonds and insurance.
  - Preparation of final contract documents to be reviewed by the Township Attorney.

#### **Task 3.6 – Construction Contract Administration**

FTCH will assist the Township with Construction Contract Administration Services associated with the Van Buren Park Improvements Project. These services, not all inclusive, include:

- Value Engineering Review.
- Pre-Construction Meeting.
- Periodic Progress Meetings.
- Review of Contractor Pay Application Request(s).
- Process Shop Drawings.
- Negotiate Change Orders, as necessary.
- Prepare Project Punch List(s).
- Prepare Final Payment Recommendation.
- Prepare Close-Out Documents.



- FTCH provide two (2) visits for Construction Observation Services associated with the Project. Coordinated with the Township. Additional inspection efforts, if required, will be on an hourly basis.
- FTCH will provide Construction Staking Services associated with the Van Buren Park Improvements Project. One time staking is included; the Contractor is to pay for any restaking, accordingly. FTCH will assist the Township with the preparation of record drawings, based upon Contractor provided as-built drawings.

**Phase 3 – Fee Summary**

Task 3.1:	Design Survey	\$0
Task 3.2:	Design – Geotechnical Services	\$0
Task 3.3:	Preliminary Design	\$1,000
Task 3.4:	Final Design	\$1,500
Task 3.5:	Bidding Assistance	\$500
Task 3.6.1:	Construction Contract Administration	\$500
Task 3.6.2:	Construction Observation Services	\$1,000
Task 3.6.3:	Construction Staking and Record Drawings	\$500
Task 3.7:	PM/Meetings	<u>\$500</u>
	Sub Total Fees	\$5,500
	Reimbursable Expenses	<u>\$500</u>
	Fee Total	\$6,000

FTCH proposes to provide the Design and Construction Contract Administration Services as described herein to Van Buren Township, for an hourly fee, not-to-exceed Six Thousand Dollars (\$6,000), including reimbursable expenses.

**Fee Summary:**

Phase 1 Fee	=	\$25,000
Phase 2 Fee	=	\$26,500
<u>Phase 3 Fee</u>	=	<u>\$ 6,000</u>
Total Fee	=	\$57,500

**Additional Services/Cost/Fees**

In the event a need develops during the design and/or construction phase of this project, the following services, can be provided by FTCH. A separate fee proposal will be submitted to the Township for approval, if it is determined that any of these or other services are warranted.

- Preparation of a Site Plan for Planning Commission approval.
- Environmental Services associated with contaminated material.
- Cursory or detailed Threatened and Endangered (T&E) Species assessment.
- Special Wayne County storm water management requirements.
- All costs associated with temporary easements and ROW needs.
- Design of integrated bathroom facility
- Design of irrigation system design.

If it is found the scope of services required differs from that proposed, FTCH will notify the Township Project Manager immediately of any appropriate amendment to the scope, fees and/or hourly rates.

Mr. Matthew Best  
Page 7  
August 7, 2017



If you concur with our scope of services, please sign in the space below and return to the attention of Angel Gengler ([amgengler@ftch.com](mailto:amgengler@ftch.com)), as the Township authorized notice-to-proceed made subject to the Terms and Conditions for Professional Services of our existing contract with the Township of Van Buren for General Township Engineering Services, dated June 7, 2017.

FTCH appreciates this opportunity to provide our fee proposal to the Township. We look forward to working with you and your staff to make the Van Buren Park – Play Structure and Pavilion Improvements Project a reality. If you have any questions or require additional information, please contact me at 248.324.4791 or [dpotter@ftch.com](mailto:dpotter@ftch.com).

Sincerely,

FISHBECK, THOMPSON, CARR & HUBER, INC.

A handwritten signature in black ink, appearing to read 'David L. Potter'.

David L. Potter, PE, CSI-CCCA – FTCH

A handwritten signature in black ink, appearing to read 'Kamran Qadeer'.

Kamran Qadeer, PE – FTCH

ag2  
Email

**Authorization:**

Van Buren Township, Michigan

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

Matthew Best  
Deputy Director of Planning and Economic Development

# Charter Township of Van Buren

Agenda Item: \_\_\_\_\_

## REQUEST FOR BOARD ACTION

**WORK STUDY MEETING**

**DATE: 8/14/2017**

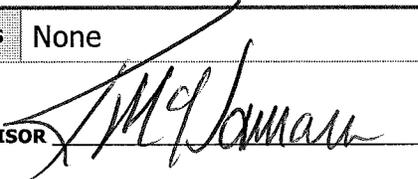
**BOARD MEETING**

**DATE: 8/15/2017**

Consent Agenda \_\_\_\_\_ New Business X Unfinished Business \_\_\_\_\_ Public Hearing \_\_\_\_\_

<b>ITEM (SUBJECT)</b>	Discussion and approval of towing agreement with local towing services.
<b>DEPARTMENT</b>	Public Safety
<b>PRESENTER</b>	Public Safety Director Laurian
<b>PHONE NUMBER</b>	737.699.8930
<b>INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)</b>	Police Chief Wright

### Agenda topic

<b>ACTION REQUESTED</b>	
To allow the Township Supervisor and Clerk to enter into non-binding agreement with local towing services.	
<b>BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)</b>	
See attached towing agreement.	
<b>BUDGET IMPLICATION</b>	none
<b>IMPLEMENTATION NEXT STEP</b>	
<b>DEPARTMENT RECOMMENDATION</b>	Approval
<b>COMMITTEE/COMMISSION RECOMMENDATION</b>	
<b>ATTORNEY RECOMMENDATION</b>	Approval
(May be subject to Attorney/Client Privilege and not available under FOIA)	
<b>ADDITIONAL REMARKS</b>	None
<b>APPROVAL OF SUPERVISOR</b>	

## Towing Service Agreement

This agreement is entered into on \_\_\_\_\_ 2017, by and between the Charter Township of Van Buren, whose address is 46425 Tyler Rd, Belleville MI (Township) and \_\_\_\_\_ Towing Recovery, who address is \_\_\_\_\_ (hereinafter Contractor).

1. **Definitions:**

- A. "Police Department" means the Township Police Department
- B. "Police Officer" means any sworn law enforcement officer employed by Van Buren Township.
- C. "Towing Company" means the Contractor and includes the owner(s) of the towing service and any and all employees, agents and representatives of said towing service.
- D. "Basic Road Service" means simple service to vehicles including requiring a jump start, gasoline, tire change, or air to inflate a spare tire.
- E. "Basic Tow" means the simple hook up and transport of a motor vehicle, not listed in F through I below.
- F. "Class A Towing" means towing of a motor vehicle (DOT Vehicle Classification Type: Light Duty Class 1 and Class 2 0-10,000 lbs.) that requires no more than a Class A rated tow truck.
- G. "Class B Towing" means towing of a motor vehicle (DOT Vehicle Classification Type: Medium Duty Class 3 and Class 4 10,001-16,000 lbs.) that requires no more than a Class B rated tow truck.
- H. "Class C Towing" means towing of a motor vehicle (DOT Vehicle Classification Type: Medium Duty Class 5 and Class 6 16,001-26,000 lbs.) that requires no more than a Class C rated tow truck.
- I. "Class D Towing" means towing of a motor vehicle (DOT Vehicle Classification Type: Heavy Duty Class 7 and Class 8 26,001-33,001 lbs.) that requires no more than a Class D rated tow truck.
- J. Motor vehicles are all vehicles including, by way of example, automobiles, trucks, trailers and motorcycles.

**I. Towing Company**

The Township hereby retains the Contractor as an independent contractor to operate towing, wrecker, and recovery related services as well as an impound facility for the storage of certain motor vehicles for the Township pursuant to the terms, conditions and specifications required by

State law, Township ordinances and at the direction of the Township's Police Department.

The Contractor shall be solely responsible for all expenses incurred by the Contractor, its agents and employees in connection with the performance of this agreement and the operation of the towing/wrecker service and motor vehicle impoundment facility.

## **II. Duties/Responsibilities/Services**

The Contractor shall manage and operate a wrecker/towing service and motor vehicle impoundment facility for the purpose of towing and storing all motor vehicles including tractor trailers directed to be towed and/or stored by the Police Department's Police Officers.

The Contractor shall maintain a full service impoundment storage yard for the purpose of impounding and/or releasing of towed or stored motor vehicles within 3 miles of the Township border.

All motor vehicles impounded shall be stored in a well-lighted storage yard, fenced with all gates securely locked and a responsible person in charge of the business twenty-four (24) hours a day, three hundred sixty-five (365) days a year.

The Contractor shall maintain the impound storage yard in a clean and presentable condition and shall not allow paper or trash of any kind to accumulate upon the premises. The Contractor shall remove snow, ice and other obstructions from the driveway and/or adjacent sidewalks to the impound storage yard.

The Contractor shall operate and maintain its facility and operation in a manner that is acceptable to the Township. The Contractor shall additionally maintain and operate their facility in accordance with the laws of the State of Michigan and local ordinances.

The Contractor shall be capable of providing tow services twenty-four (24) hours a day and 365 days of the year for the Police Department. Additionally, the Contractor shall be open to the general public during normal business hours with a minimum of eight (8) hours a day Monday through Friday. Upon request by the Police Department, arrangements may be made to release vehicles on an individual basis outside normal business hours.

The Contractor is solely responsible for any damage to or theft of vehicles and/or personal property while such vehicle and/or personal property is stored on the Contractor's premises.

The Contractor shall maintain an effective means of communication with all trucks/drivers at all times. The Contractor shall maintain all equipment in a safe, well maintained and repaired and legal operating condition at all times.

The Contractor shall make its equipment and facilities available for inspection by the Township or its designee at any time during normal business hours without prior notice.

If the Contractor fails to maintain its equipment in good repair at any time during the term of this agreement, the Township may immediately cancel this agreement.

The Contractor acknowledges that it is also their legal and definitive responsibility to properly clean up all debris in its entirety from all crash scenes and that normal clean-up is part of the basic service. "Basic Service Clean Up" is defined as light sweeping, removal of debris and minimal mitigation of fluids consistent with a low speed motor vehicle accident, equal to 15 minutes of on scene work time. Scene clean up that requires additional time or effort, to ensure the accident scene is appropriately cleaned, due to the amount of debris or fluids and/or the overall size of the debris field shall validate an advanced clean up fee.

Any items removed from a motor vehicle impounded by the Contractor on behalf of the Township Police Department shall be inventoried and stored in a locked, secured indoor area. A tag shall be affixed to the items indicating at a minimum the Police Department incident number.

For all motor vehicles towed or stored under this agreement, the Contractor will refrain from charging for any costs for towing, storage or expenses in excess of fees established and defined within the agreement. Charges other than those stated in the agreement will not be permitted. See attached pricing index, the index may be modified from time to time by the Police Department.

The Contractor shall provide without charge road service, tire changing and/or towing or storage for all Township owned or leased vehicles with a gross vehicle weight below 10,000 pounds within a 40-mile radius of the Township.

The Contractor agrees to store impounded motor vehicles as evidence without charge upon the request of the Police Department.

All motor vehicles impounded for investigative purposes, processing evidence and/or preserving evidence at the request of the Police Department shall be towed and stored in doors if requested by the Police Department. Any and all towing, storage and ancillary charges associated with an investigation shall be without charge to the Township.

The Contractor may not permit an owner of a motor vehicle to redeem an impounded vehicle or remove any of its contents without permission from the Police Department. Failure to comply with this section is grounds for termination of this agreement at the election of the Township.

The Contractor may not assert a lien for storage or service against the personal property found in a motor vehicle. A lien may be asserted only against a motor vehicle itself. The Contractor, with approval from the Police Department, will release personal property in the vehicle. Personal property is defined, as anything not attached to the vehicle either bolted in or directly wired into the motor vehicle. Approval shall be based upon a vehicle release form or phone authorization from the Police Department.

No fees shall be assessed to an individual victim for the following alleged crimes: homicide, carjacking, criminal sexual conduct and robbery or other high level crimes as classified by the Police Department. For these crimes the Contractor will be paid by the Township consistent with a basic tow rate. No storage charges shall be applied to the Police Department. The Police Department will work to have a disposition of the alleged crimes in a timely manner.

Motor vehicles that are towed, held, and subsequently become the property of the Township through forfeiture or by other means shall not incur storage fees. These motor vehicles will be turned over to the Township or held on the Contractor's premises until the motor vehicles can be auctioned or disposed of.

Towing fees on said motor vehicles will be paid at the time the motor vehicle is removed from the impoundment storage yard.

**Towing and storage fees will be fully waived by the Contractor in the following circumstances:**

- A. A successful challenge in a court contesting the Police Department's actions referencing the motor vehicle impoundment. Any court or county prosecutor instruction will be strictly followed.
- B. Towing and/or storage fees will be waived when ordered under any circumstance by any court.
- C. Towing and/or storage fees will be waived when requested by the Police Department. Such requests are based on extenuating circumstances to be evaluated on a case-by-case basis at the sole discretion of the Police Department.

The Contractor will furnish prompt, safe, efficient and courteous service compliant with all applicable laws and regulations adequate to meet all the demands for its service during the terms of this agreement.

### **III. Timeliness**

Requests for service received by the Contractor from the Township shall receive first response priority twenty four (24) hours per day, three hundred sixty-five (365) days per year.

If a call requesting service is canceled prior to the Contractor's wrecker actually providing service, the Township, the Police Department, or owner/operator of the motor vehicle, will not be obligated to compensate the Contractor.

In the event that:

- (a) The Contractor notifies the Township that It cannot immediately handle the call, or (b) the Contractor does not respond to the call within a reasonable period of time after being notified by the Township, or (c) the Contractor, once on the scene, is unable to handle the tow in an expeditious manner, the Police Officer at the scene may request that another available towing company provide the needed service. If the Contractor is unable to respond and there is an

emergency, the nearest available towing service may be utilized to right or stabilize motor vehicles whether or not it is under agreement with the Township.

If the Contractor fails to answer their telephone or if the Contractor indicates that they cannot immediately handle a call, the Township shall notify the Contractor in writing of noncompliance with this agreement. Upon the occurrence of three (3) such written notices within a twelve (12) month period, the Township shall have the right to immediately terminate this agreement.

The Contractor shall maintain a close supervisory watch over all employees and agents to ensure that they shall discharge their duties in a safe, courteous and efficient manner to maintain a high standard of safety and service to the public.

#### **IV. List of Drivers**

Prior to rendering services under this agreement, the Contractor shall provide the Police Department with a current list of its drivers. This list shall provide the full name, correct address, date of birth and driver's license number and a copy of the health card of each driver.

The Contractor shall provide the Police Department with a written update within five (5) business days of each and every time there is any change on this list.

The Contractor shall carry proper licensure of business and all vehicles meeting all the requirements of the State of Michigan and any applicable laws, rules, regulations and ordinances.

The Contractor agrees to maintain adequate staffing to insure prompt response to all Police Department requests to impound vehicles.

A background investigation will be conducted on the Contractor, all employees and agents of the Contractor, to which Contractor agrees.

The Contractor shall be licensed in accordance with the laws of the State of Michigan and shall have all equipment capable of towing all types of motor vehicles that travel upon the highways and roads located in the Township. The towing equipment shall be capable of up righting overturned motor vehicles, including but not limited to trucks and trailers. All equipment of the Contractor must be maintained in workable and good condition and repaired at the Contractor's sole expense. All tow equipment shall display the Contractor's name and phone number prominently and permanently.

The Contractor will maintain adequate staffing in order to ensure emergency response service as needed. At a minimum the Contractor will operate and maintain at least one (1) tow truck available to the Police Department at all times.

At a minimum, all tow trucks will be equipped with a broom, shovel, floor-dry and properly charged fire extinguisher.

All tow truck drivers, all Contractor employees and their representatives and agents will wear clean and compliant ANSI approved reflective clothing (ANSI/ISEA 107-2010) while conducting towing services for the Township.

All response times without exception shall be within twenty (20) minutes at all times. In the event response time exceeds 20 minutes, the Police Department reserves the right to contact an alternate towing service. If the Contractor repeatedly arrives on scene late, the Township may terminate this agreement.

At the scene or as soon as possible, the Contractor must provide the owner or operator of the motor vehicle with a business card listing the Contractor's name, address, phone number and business hours as well as a written list itemizing towing fees, storage rates, and other expenses that may be charged in accordance with this agreement. All invoices to customers must be itemized. Additionally, the Contractor must advise in writing the owner or operator of the requirements and conditions to remove all unattached personal property from the motor vehicle at the impoundment yard.

#### **V. Private Property Vehicle Impounds**

The Contractor shall contact the Police Department and provide a specific location, VIN number and plate number if available prior to removing any vehicle from private property. Additionally, the Contractor will contact the Police Department within twenty-four (24) hours of all private property impounds to complete a mandatory incident report.

All impounded vehicle entries meeting the designation of an "abandon vehicle" status as defined by the State of Michigan and require a *LEIN* update will be emailed to the Van Buren Township Police Department as needed to initiate the generation of a State of Michigan – Secretary of State abandon vehicle bill of sale form (TR 52L).

#### **VI. Records**

The Contractor is subject to all applicable demands in the Van Buren Township Vehicle Towing policy VBPD 502 or other policies and procedure that may affect their delivery of service. The Contractor will be provided a copy of all such policies, procedures, protocols or directives and shall become knowledgeable of the requirements.

The Contractor shall retain copies of monthly audit reports, weekly inventory updates, redemption information and other related notices and reports throughout the term of this agreement plus one additional year. All reports shall be made available to the Township for inspection upon request.

#### **MONTHLY AUDIT REPORTS shall contain:**

1. All motor vehicles impounded
2. Reason for the impound

3. Date of impound
4. The license plate
5. The VIN number
6. Vehicle description
7. Current status of the motor vehicle- if the motor vehicle has been picked up or released the date will be recorded with an accurate disposition (e.g., owner picked up, sold at auction)
8. VBPD Incident Number

- The monthly audit will cover a running status of all motor vehicles impounded within the past three (3) months and will be submitted to the Police Department by the 15<sup>th</sup> day of the month

WEEKLY INVENTORY REPORTS shall contain:

1. Motor vehicle description
2. Vin number
3. Plate number
4. Impound date
5. Length of time in storage
6. VBPD Incident Number

The weekly inventory report will cover all the motor vehicles currently in the Contractor's storage facility and identify if the Police Department has placed a hold on the motor vehicle. The weekly report will be submitted to the designated Township employee no later than 5:00 p.m. every Friday.

REDEMPTION REPORTS — Procedures or redemption of impounded motor vehicles and public sale of unredeemed motor vehicles must follow procedures outlined in State and Local law, including Public Act 104 of 1981 and any applicable local ordinances. The Contractor shall fully cooperate with any paperwork and procedures required or requested pursuant to this agreement by the Police Department.

DAILY LIST

The Contractor will provide a daily list to the Police Department - of all motor vehicles released from impoundment on that day.

During the term of this agreement the Township agrees to utilize the towing services and impoundment or storage facilities of the Contractor, dependent upon the geographical region and at the Township's sole discretion, providing the owner or operator of said motor vehicle does not expressly select some other alternative and reasonable provider of services.

The Township will prepare, record and file all TR-52 Notices required by law. The Township will communicate the abandon status of a motor vehicle to the Contractor for assessment of the State required abandon vehicle fee, which shall be paid by the Contractor.

The Contractor agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and requirements that are now or may in the future become applicable to the Contractor's business or equipment for the work to be performed under this agreement.

The Contractor agrees to perform all work under this agreement efficiently and in accordance with the highest standards of the industry. The Contractor shall supervise and direct the work of its employees efficiently and with the best skill and attention in accordance with the standards of the industry. The Contractor will solely be responsible for the means, methods, techniques, sequences and procedures of completing the work under this agreement.

Any potential subcontractor that may be required for special services must be identified and approved by the Township prior to their use. Subcontractors will be held to the same terms and conditions listed in this agreement.

## VII. COMPENSATION

In consideration of the services to be provided by the Contractor under this agreement as described in this Section below, the Contractor shall be paid amounts by the registered owner of the motor vehicle serviced as provided in this agreement or at the request of the Police Department.

Basic road service is simple service to vehicles requiring a jump start, gasoline, tire change, or air to inflate a spare tire.

Basic tow service shall include hook up for tow on or immediately adjacent to normally maintained right-of-way or maintained private road, drive, or parking lot, straight pulling winching, clean up at a collision scene requiring one employee to perform manual labor, and up to thirty (30) minutes on-scene standby.

Services not covered in the basic tow charge include, but are not limited to, excess winching, the use of dollies, recovery, towing/stabilizing a motor vehicle that is located beyond roadside ditch and unusual clean up. Contractor must itemize all other potential fees outlined in 10, below.

### Basic Charges:

1.	Basic Road Service Charge	\$	75.00
2.	Motorcycle	\$	175.00
3.	Base Class A tow service charge	\$	120.00
4.	Base Class B tow service charge	\$	225.00 1 hr/minimum
5.	Base Class C tow service charge	\$	275.00 1 hr/minimum
6.	Base Class D tow service charge	\$	350.00 1 hr/minimum

7. Class B, Class C, and Class D tows exceeding the one hour minimum may charge ¼ hour increments going forward. (Class B ¼ hour rate \$56.25, Class C ¼ hour rate \$68.75 and Class D ¼ hour rate \$87.50)
8. Mileage: Mileage shall not be for towing from the point of origin at any point in the Township. Towing from the point of origin to the Contractor’s facility shall be no charge. \$4.00 per mile may be charged for mileage driven in excess of five (5) miles from the point of hook-up to any other designated destination. All mileage charges shall be calculated based on one-way mileage.
  - Storage: Class A Towing \$25.00 per day per unit that requires no more than a Class A rated tow truck.
  - Storage: Class B and C Towing \$25.00 per day per unit that requires no more than a Class B or C rated tow truck.
  - Storage: Class D Towing \$30.00 per day per unit over 32' requiring a Class D rated tow truck.
9. Each trailer unit constitutes a separate unit for storage purposes.
10. The Daily Storage charge begins once a vehicle reaches the tow yard holding lot.
11. No storage fees may be charged by the Contractor for any day the Contractor does not maintain and operate business hours.
12. Reasonable fees in addition to the basic charge may be charged by Contractor for services performed in addition to the basic service as defined above:

A	In Door Storage Fee (per/day per/unit)	\$40.00
B	Extra Charge for Dollies	\$50.00
C	Off Roadway Recovery (field, woods, water)	\$250.00
D	Extra Charge for winching (off roadway)	\$75.00
E	Extra Charge for flatbed	\$30.00
F	Abandoned Vehicle on Public Property	\$120.00
G	Hook & Drop Fee	\$120.00

H	Basic Clean/Sweep Up	Included
I	Advanced Clean Up (Reasonable Additional Fee)	-----
J	Oil Dry Per/Bag	\$20.00
K	Lake Recovery (reasonable industry standards)	-----
L	Basic upright of vehicle with no obstructions	\$75.00
M	Tire Change	\$75.00
N	Shrink Wrap (per/square ft.)	\$6.00
O	Additional Labor (minimum per/hr.)	\$75.00
P	State Abandon Vehicle Fee	\$40.00

11. The Contractor shall be responsible for providing verifiable documentation to substantiate and justify any charges in excess of either the base charge or storage charges set forth above.

#### **VIII. Indemnification and Insurance**

- A. The Contractor shall indemnify and defend the Township, the Police Department, and all other agencies and governmental bodies who have been contracted with the Township, their elected and appointed officials, boards, commissions, officers, agents, representatives servants, volunteers, and employees against any claim for any alleged personal injury, property damage or other loss or claim whatsoever incurred in connection with this agreement in whole or in part from negligent acts or omissions of the Contractor, or any statutory violation by the Contractor, its employees, agents, representatives, or subcontractors. Such indemnification shall include legal fees, expenses and costs.
- B. The Contractor shall procure and maintain the following insurance at its own expense during the term of this agreement that will protect, defend and indemnify the Township, the Police Department, and the parties named in the paragraph A immediately above from any alleged loss in connection with this agreement.
1. Worker's Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$500,000 for each Incident.
  2. Comprehensive/Commercial General Liability Insurance (Garage Liability Form) covering products and completed operations and operation of non-owned and hired vehicles with a single limit of \$1,000,000 for each

occurrence for bodily injury and property damage, including contractual liability.

3. Garage Keepers' Legal liability Insurance covering motor vehicles in the care, custody, or control of the Contractor in the amount of at least \$50,000 on site and \$50,000 for comprehensive and collision.
  4. Automobile Liability Insurance covering all owned and leased vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual Liability insurance with a minimum combined limit of \$1,000,000 for each incident for bodily Injury and property damage. If split limits are provided, the per person bodily injury limit must be at least \$1,000,000.
- C. All insurance policies shall be issued by well rated companies licensed to do business in the State of Michigan and acceptable to the Township.
  - D. The Contractor shall be responsible for payment of all deductibles, fees and cost contained in any insurance required in this agreement.
  - E. The Contractor shall submit certificates of insurance to the Police Department for approval of compliance with the-above coverage prior to execution of this agreement. Certificates shall be sent to the Police Department, 46425 Tyler Rd, Belleville, MI 48111. No service shall be performed prior to the approval of the certificate by the Police Department. The certificates shall specifically name as additional insured the Township, Police Department, its officers, elected and appointed officials, employees, agents, representatives, boards, and commissions and all agencies contracting with the Township . The certificates shall provide for thirty (30) day written notice to the Police Department prior to cancellation of coverage.
  - F. If the above-required insurance coverage is not maintained at any time during the term of this agreement or if any of the above required Insurance coverage expires without evidence of renewed coverage being submitted to the Police Department, this contract shall be subject to cancellation at the sole election of the Township.
  - G. The Contractor assumes responsibility for complying with all applicable state and federal social security benefits and unemployment taxes for which It agrees to indemnify and protect the Township , the Police Department, and all other agencies and governmental bodies who have contracted with the Township against liability.

#### **IX. COMPLAINTS BY TOWING COMPANY**

- A. If the Contractor has any problem with or complaint about the Township, the Police Department, a Police Officer, or any employee of the Township, the Contractor shall

reduce its complaint to writing and submit a copy to the Township and to the Police Department within five (5) business days of the event that triggers the problem or complaint. Correspondence shall be addressed to the Director of Public Safety or his designate of the Police Department and to the Township Supervisor for the Township.

- B. Representatives of the Township, Police Department and Contractor shall meet as soon as reasonably possible to discuss the problem or complaint and attempt to arrive at a mutually agreeable resolution.

**X. TERM OF AGREEMENT**

- A. This agreement shall commence upon the execution date of this agreement by all parties and shall terminate at midnight on (remain open), unless terminated at an earlier date.
- B. The Police Department will evaluate the services provided by the Contractor during the first ninety (90) days of this agreement. In the event of unsatisfactory service at the end of ninety (90) days, the Police Department may cancel this agreement.
- C. The agreement may be reviewed at any time during the agreement term. The Township may terminate this Agreement with or without cause for any reason or no reason on seven (7) days written notice, or immediately as provided in this agreement. The Contractor may terminate the agreement upon fourteen (14) days written notice to the Township.

**XI. ASSIGNMENT AND SUBCONTRACTING**

This agreement shall not be assigned or subcontracted by the Contractor without the prior written approval by the Van Buren Police Department.

**XII. MODIFICATIONS**

This agreement represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements, whether oral or written. Any modifications of this agreement shall be mutually agreed upon written amendments signed by all parties.

**XIII. NO THIRD PARTY BENEFICIARIES**

This agreement is not intended to, and does not, inure to the benefit of any third party.

**XIV. CHOICE OF FORUM**

Any litigation under the agreement shall be filed in a court of competent jurisdiction in Wayne County and shall be governed by the laws of the State of Michigan.

**XV. ATTORNEY FEES AND COSTS**

If the Township Initiates litigation against the Contractor to enforce the terms of the agreement and the Township prevails, the Contractor shall be responsible to reimburse the Township for its reasonable attorney fees and costs of litigation.

**Charter Township of Van Buren**

By: \_\_\_\_\_  
Kevin McNamara, its Supervisor

By: \_\_\_\_\_  
Leon Wright, its Clerk

**CONTRACTOR (NAME OF COMPANY)**

By: \_\_\_\_\_  
\_\_\_\_\_, its \_\_\_\_\_