



PROPOSED AGENDA
REGULAR MEETING OF THE CHARLOTTE CITY COUNCIL
111 E. Lawrence Ave, Charlotte, MI 48813 (517) 543-2750
7:00 P.M. Monday, October 02, 2023

Interested persons can participate in-person or via Zoom
Connect to Zoom from your computer, tablet, or smartphone
Website: <https://us02web.zoom.us/j/83439973125>
One tap mobile: +16465588656,,83439973125#
Telephone: (312) 626-6799 Webinar ID: 834 3997 3125

- 1. Call to Order**
- 2. Roll Call**
- 3. Invocation – Dennis Weeks - Chester Gospel Church**
- 4. Pledge of Allegiance**
- 5. Approval of Minutes**
 - a. September 18, 2023 Regular Council Meeting
- 6. Absence of Council Members**
- 7. Public Comment - Limit presentation to five (5) minutes**
- 8. Approval of Agenda**
- 9. Communications and Committee Reports**
 - a. City Attorney Report
 - b. Auditors Letter to the Council
 - c. GFWC - Charlotte Step Up to End Hunger Day of Service - Saturday September 30, 2023.
 - d. Councilmember Committee Reports
- 10. Consent Agenda**
 - a. Approval of Claims and Expenditures totaling \$648,348.80
 - b. Resolution 2023-44 To authorize a vote on the official ballot for three directors to the MML Liability and Property Pool

- c. To acknowledge award of the Fire Equipment Grant of \$50,000 from the MI State Treasury and authorize expenditures per the Purchasing Policy and the grant 100% reimbursement requirements

11. Business Agenda

- a. Discussion - Eaton Area EMS contract
- b. Discussion - City manager interview format

12. Public Comment

13. Mayor and Council Comments

14. Adjourn

~Mary LaRocque, City Clerk

ADDRESSING THE CITY COUNCIL

Comments shall be made only during times set aside for that purpose.

Each citizen may speak for up to 5 minutes during each public hearing and comments period.

Comments made during public hearings shall be relevant to the subject of the public hearing.

Comments shall be made from the podium unless otherwise directed by the Mayor.

Comments shall be directed to the Mayor and Council members.

Speakers shall begin by stating their name and indicate if they are a resident or non-resident of the City.

Speakers shall refrain from using vulgarity, hate speech or "fighting words."

CITY OF CHARLOTTE COUNCIL PROCEEDINGS
111 E. Lawrence Ave., Charlotte, MI 48813 (517) 543-2750
Regular Council Meeting
September 18, 2023

CALL TO ORDER:

By Mayor Armitage on Monday September 18, 2023, 7:00 p.m.

ROLL CALL:

Mayor Armitage, Mayor Pro-Tem Weissenborn, Council members Chin, Rodriguez, Van Langevelde, Duweck and Dyer. A quorum was met.

City staff in attendance; Interim City Manager Bell, City Clerk LaRocque, City Attorney Revore, Police Chief Brentar and Community Development Director Myrkle

INVOCATION:

Dennis Weeks – Chester Gospel Church (substituted for Tom Surdenik – New Faith Church of the Nazarene)

PLEDGE OF ALLEGIANCE:

Led by Armitage

APPROVAL OF MINUTES:

- a. September 05, 2023 Regular meeting minutes
- b. September 13, 2023 Special meeting minutes

Motion by Weissenborn supported by Dyer to approve the meeting minutes. Carried; Yea 7; Nay 0; Absent 0

ABSENCE OF COUNCIL MEMBERS:

All present

PUBLIC COMMENT:

No Comment

APPROVAL OF AGENDA:

Two items added to the agenda by request as follows; Chin – Discussion on sole source provision and Rodriguez – Discussion on City Charter language regarding the volunteer firefighters.

Motion by Dyer supported by Weissenborn to approve the meeting agenda with the addition of two business items. Carried; Yea 7; Nay 0; Absent 0

COMMUNICATIONS AND COMMITTEE REPORTS:

- a. Acting City Manager Report was received
- b. CPD August 2023 Report was received
- c. Council member committee reports

Dyer – Library board to meet next Thursday at 7 p.m. – Reminder to attend the Master Plan open house at Beach Market next Tuesday

Van Langevelde – Park's survey is available until September 30th, City and area township residents are invited to participate in the survey.

Duweck - Planning Commission's Master Planning update – please invite your friends, family and enemies to the open house Tuesday Sept. 26th at Beach Market from 3 to 7 p.m.

Armitage - Sparrow Eaton Area EMS contract. He and City Manager Bell met this morning at Sparrow to join a stakeholder meeting for a review and feedback session. An updated proposal will be discussed at the October 2nd regular council meeting.

CONSENT AGENDA:

- a. Approval of Claims and Expenditures totaling \$327,203.10
- b. DPW Dump Truck and Miscellaneous Equipment Sale
- c. ~~Resolution 2023-42 Fitch H. Beach Airport Consultant Reselection~~ moved to business - Chin
- d. Resolution 2023-432 MDOT Contract No 2023-0732 – Easement Acquisition – Runway 21 approaches, Parcels E17 & E18

Motion by Van Langevelde supported by Dyer to move Consent agenda item c to business agenda item a and approve Consent agenda items a, b and d. Carried by roll call vote. Yea 7; Nay 0; Absent 0

BUSINESS AGENDA:

- a. Resolution 2023-42 Fitch H. Beach Airport Consultant Reselection

Motion by Chin supported by Dyer to approve Resolution 2023-42. Carried; Yea 7; Nay 0; Absent 0

- b. Volunteer Firefighters By-laws

Motion by Chin supported by Dyer to accept the Volunteer Firefighters By-laws as presented. Carried by roll call vote; Yea 6; Nay 1 (Rodriguez); Absent 0

- c. Discussion on Ch 2 Sect. 2-81 of the City Code of Ordinances – Volunteer firefighters

Rodriguez would like a review of Chapter 2; Article III; Division 4 Section 2-81 of the Code of Ordinances of the City of Charlotte to rule out conflicting or troublesome language.

Motion by Chin supported by Van Langevelde to direct City Attorney Revore and City Manager Bell to review the language of Chapter 2; Article III; Division 4 Section 2-81 from the Code of Ordinances of the City of Charlotte and to bring a recommendation to Council.

- d. Discussion on clarification of the language of the sole-source provision

Council has asked City Manager Bell to revise the language in the Purchasing Manual Policy to ensure a clear understanding of the procedure to follow when making a request of Council to waive the bid process and use a sole-source vendor for purchasing with a draft available for Council review at the October 2nd regular meeting.

PUBLIC COMMENT:

No comment

MAYOR AND COUNCIL COMMENTS:

Van Langevelde - Thank you again to all the Frontier Days staff and volunteers and Thank you to Atty Revore and the Council subcommittee and VFF committee who worked together on the VFF By-laws.

Rodriguez – Thank you for a rigorous discussion and his no vote was more about a disagreement with processes rather than against the fire department or volunteers.

Weissenborn – The collaboration between Council and Volunteers – we’ve come along way. Appreciates all the work involved to get us to this point, it’s a good thing and the document is good.

Dyer – Thank you to the Candidates in the room who are running for City Council for attending the meetings

Duweck – Welcome Mr. Bell and Thank you to Council’s sub-committee for working on the VFF By-laws. He’s glad to see the progress made since years past. It’s a new era. He appreciates all.

Chin – Referring to the document “City Council New Member Information Packet” section “Communications and conduct in office” states that the City Manager and Mayor act as the public information officers of the City, therefore council members should clarify they are representing their own personal opinion when addressing the public or news agencies.

Armitage – Thankful to see the first coat of asphalt on High St and noted the Island Highway project should begin soon with completion expected the beginning of November. He’s excited the I-69 project is close to completion in the Charlotte area.

RECESS TO CLOSED SESSION:

- a.** Pursuant to section 8(e) of the Open Meetings Act, to consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, *Eric D. Johnson v City of Charlotte Treasurer's Office, No. 23-0174*, as an open meeting would have a detrimental financial effect and settlement position on the position of the public body.

Motion by Chin supported by Van Langevelde to recess into closed session at 8:25 p.m. Carried by exceeding the required 3/4 roll call vote; Yea 7; Nay 0 Absent 0

RECONVENE OPEN SESSION:

Motion by Duweck supported by Weissenborn to reconvene open session at 9:03 p.m. Carried. Yea 7; Nay 0; Absent 0

Motion by Van Langevelde supported by Dyer to settle the litigation “*Eric D. Johnson v City of Charlotte Treasurer's Office, No. 23-0174*” in an amount not to exceed \$150.00 with

terms and conditions to be decided upon by City Manager Bell and City Attorney Revore. Carried. Yea 7; Nay 0; Absent 0

ADJOURN:

Motion by Duweck supported by Weissenborn to adjourn the meeting at 9:04 p.m. Carried; Yea 7; Nay 0; Absent 0

Mayor Michael Armitage

Mary LaRocque, City Clerk

McGINTY, HITCH, PERSON, ANDERSON & REVORE, P.C.

ATTORNEYS AT LAW

3410 BELLE CHASE WAY, SUITE 600

LANSING, MICHIGAN 48911

TELEPHONE (517) 351-0280

FAX (517) 351-3583

www.mcgintylaw.com

THOMAS M. HITCH
TERRY MCKENNEY PERSON
MARK A. ANDERSON
DAVID M. REVORE
CAITLIN K. GILLIES

OF COUNSEL:
DENNIS E. McGINTY
THOMAS M. YEADON

MEMORANDUM

TO: Charlotte City Council

FROM: Thomas M. Hitch, David M. Revore, City Attorneys

RE: **CITY ATTORNEY REPORT**

DATE: September 29, 2023

The following serves as our report to the City Council on issues in which our office has been engaged since the last Council meeting:

1. Charlotte Estates. This matter has finally closed. The funds have been disbursed and all of the documents have been signed, and the easements are in the process of being recorded.

At this point, our engineer, Jon Van Duinen, will start his work regarding finalizing the requirements for the tree removal on all three of the properties in which we have the required easements and, as indicated before, the work will take place this winter.

2. Discharge of Mortgages. In 2017, as part of a plan to improve housing within the City, the City utilized grant money to lend money to qualified property owners to rehabilitate rental properties in the downtown area. Bryan Myrkle has sent information that two of the property owners, Precedent Properties, LLC, which owns 112 E. Lawrence Ave., and 239 S Cochran, LLC, which owns that property, have completely repaid the City the monies loaned under the program.

As part of the program, the City held mortgages on the properties to ensure the monies were paid. As the money has been paid, I have prepared the discharge of mortgages for the properties located at 112 E. Lawrence Ave. and 239 S. Cochran Ave.

3. Fire Department Matters. This office has been engaged in assisting the City Manager with issues relating to the Fire Department, including but not limited to, contracts and a meeting with the Volunteer Fire Department regarding their Constitution and Bylaws. Our office worked with the members of the Volunteer Fire Department and the City Council to develop the Constitution and Bylaws that were accepted by the City Council.

4. Building Official Services. This office met with City and Eaton County officials to discuss current building official services in an agreement going forward with the County.

5. City Cannabis Program - Development and Implementation of City's Commercial Cannabis Program. This Office met with the City Manager and City officials to discuss the

development and implementation of the City's commercial cannabis program.

6. D. Eric Johnson v City of Charlotte Lawsuit. This office attended the court pretrial with Mr. Johnson, and held subsequent negotiation meetings, and has reached a resolution agreement. A proposed order to stipulate and dismiss the case has been agreed upon and will be filed with the court on Monday, October 2, 2023.

7. Social District. This office anticipates meetings with Bryan Myrkle and City officials to discuss proposed social district for the City.

8. Conversations with the City Manager, Chief of Police, and Directors. This office maintains frequent conversations with the City Manager, the Chief of Police, and City officials regarding a variety of City matters.

TMH/DMR:cf



2425 E. Grand River Ave.,
Suite 1, Lansing, MI 48912

☎ 517.323.7500

📠 517.323.6346

September 19, 2023

To the Honorable Mayor and
Members of the City Council
City of Charlotte, Michigan

We are engaged to audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Charlotte for the year ended June 30, 2023. Professional standards require that we provide you with the following information related to our audit. We would also appreciate the opportunity to meet with you to discuss this information further since a two-way dialogue can provide valuable information for the audit process.

Our Responsibilities under U.S. Generally Accepted Auditing Standards

As stated in our engagement letter dated February 7, 2023, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

Our responsibility is to plan and perform the audit to obtain reasonable, but not absolute, assurance that the financial statements are free of material misstatement.

As part of our audit, we will consider the internal control of the City of Charlotte. Such considerations are solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures specifically to identify such matters.

Generally accepted accounting principles provide for certain required supplementary information (RSI) to supplement the basic financial statements. Our responsibility with respect to the management's discussion and analysis, budgetary comparison information, pension schedules, and OPEB schedules, which supplement the basic financial statements, is to apply certain limited procedures in accordance with generally accepted auditing standards. However, the RSI will not be audited and, because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance, we will not express an opinion or provide any assurance on the RSI.

We have been engaged to report on combining and individual nonmajor fund financial statements and budgetary comparison schedules for nonmajor funds, which accompany the financial statements but are not RSI. Our responsibility for this supplementary information, as described by professional standards, is to evaluate the presentation of the supplementary information in relation to the financial statements as a whole and to report on whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

We have not been engaged to report on statistical data included for the issuance of an annual comprehensive financial report, which accompany the financial statements but are not RSI. Our responsibility with respect to this other information in documents containing the audited financial statements and auditor's report does not extend beyond the financial information identified in the report. We have no responsibility for determining whether this other information is properly stated. This other information will not be audited, and we will not express an opinion or provide any assurance on it.

Planned Scope, Timing of the Audit, and Other

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. We will generally communicate our significant findings at the conclusion of the audit. However, some matters could be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We will also communicate any internal control related matters that are required to be communicated under professional standards.

As a part of planning our audit, we have identified significant risks of material misstatement. According to GAAS, significant risks include management override of controls, and GAAS presumes that revenue recognition is a significant risk. Accordingly, we have considered these as significant risks.

We expect to begin our year end audit procedures in September 2023, and issue our report on or before November 30, 2023. Aaron M. Stevens, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

This information is intended solely for the use of the City Council and management of the City of Charlotte and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

Manes Costeian PC



DESIGNATING SATURDAY, SEPTEMBER 30, 2023, AS
"GFWC-CHARLOTTE STEP UP TO END HUNGER DAY OF SERVICE";
IN CHARLOTTE, MICHIGAN.

WHEREAS, the General Federation of Women's Clubs (GFWC) is a 133 year old international federation of women's clubs with more than 60,000 members and is dedicated to community improvement by enhancing the lives of others through volunteer service and is located at 1734 N Street NW, Washington, DC; and

WHEREAS, the GFWC Inaugural National Day of Service, September 30, 2023, is a day in which all of GFWC comes together in service to highlight and raise awareness about food insecurity and take action to battle food insecurity; and

WHEREAS, the GFWC-Charlotte is an active Michigan member of the General Federation of Women's Clubs and is located in Charlotte, MI; and

WHEREAS, GFWC-Charlotte will collect non-perishable food items and hygiene outside Dollar Tree at 1654 Packard Highway and donate all to Helping Hands on September 30, 2023, GFWC's Inaugural National Day of Service; and

WHEREAS, GFWC-Charlotte has partnered with Helping Hands to provide non-perishable food and hygiene items the homeless and domestic abuse victims; and

WHEREAS, the GFWC international organization has designated Saturday, September 30, 2023, as the GFWC National Day of Service for the state organizations and club members to create awareness of the critical issue of food insecurities, hunger, and food safety within the United States; and

WHEREAS, the GFWC-Charlotte is collecting said items on September 30, 2023; and

NOW, THEREFORE BE IT RESOLVED that I, Michael Armitage, Mayor of Charlotte, Michigan, designates Saturday, September 30, 2023, as "GFWC-Charlotte National Day of Service to Battle Food Insecurity in Charlotte.

A handwritten signature in black ink, appearing to read "Michael Armitage", with a long, sweeping underline.

Michael Armitage, Mayor

— THE CITY OF —
CHARLOTTE
— MICHIGAN —

Memo

To: Honorable Mayor Armitage, City Council
From: Mary LaRocque, City Clerk
Date: September 27, 2023
Re: Claims and Expenditures for Council approval on Monday October 02, 2023

Background

Section 7.7(B) of the City Charter requires Council approval for the expenditure of city funds.

Recommendation

A report of claims is provided to council for review on the Wednesday preceding a council meeting at which the claims are approved. Questions about these claims should be directed to the Finance Director and answers resolved by the Friday preceding said council meeting. Claims and expenditures are budgeted items and/or larger purchases pre-approved by Council. While review is recommended, approval should not be hindered.

Answers to Council inquiries, if any, are included in the meeting packet.

Financial Impacts

Insurance claims week of September 18, 2023	\$ 2,047.98
Insurance claims week of September 25, 2023	\$ 178.00
Payroll paid Friday September 22, 2023	\$101,099.79
Invoiced claims as of September 13, 2023	<u>\$544,923.03</u>
Total	<u>\$648,248.80</u>

Suggested Motion

Motion to approve Claims and Expenditures in the amount of **\$648,248.80**

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DB: Charlotte

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF CHARLOTTE
INVOICE ENTRY DATES 09/14/2023 - 09/27/2023
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
BANK CODE: POOL

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Vendor Code	Vendor Name	Invoice	Description	Amount
01695	ACE HARDWARE & LUMBER CO.			
		53269	TREATED BOARD 4X4-8'	11.99
		53310	TREATED WOOD	107.90
TOTAL FOR: ACE HARDWARE & LUMBER CO.				119.89
02051	AIR TECHNOLOGIES			
		52017956-00	AERATION BLOWER	900.00
TOTAL FOR: AIR TECHNOLOGIES				900.00
01764	AMAZON CAPITAL SERVICES			
		11GY-QFVL-M34V	ACCOUNT # A264N6SLCWDWHU (COPY PAPER WEST SIDE)	107.98
		1YVL-YW4W-QG4C	ACCOUNT # A264N6SLCWDWHU DRY ERASE BOARD ERASER, DRY ERASE WHITE BOARD, DRY ERASE BOARD MAGNETS	628.34
		IQYQ-KX1P-MD77	ACCOUNT # A264N6SLCWDWHU (COMPUTER DESK, FILE FOLDERS, LAMINATOR MACHINE	327.44
TOTAL FOR: AMAZON CAPITAL SERVICES				1,063.76
02036	AMAZON CAPITAL SERVICES			
		1NH3-LCJ7-7PDJ	ACCT # A1K517P63NLQUT(POLICE) LOW PROFILE RAIL- MOUNTED TACTICAL LIGHT	129.27
TOTAL FOR: AMAZON CAPITAL SERVICES				129.27
01663	AMERICAN LEGAL PUBLISHING			
		27931	INTERNET RENEWAL PERIOD	495.00
TOTAL FOR: AMERICAN LEGAL PUBLISHING				495.00
01635	AT&T LONG DISTANCE			
		131573146.9	AIRPORT INTERNET (AUG 27 - SEPT 26)	21.58
		517543228809.8	AIRPORT MODEM LINE (AUG 14 - SEP 13, 2023)	163.72
		517543887409.9	DPW CALLOUT (AUG 14- SEPT 13,2023)	47.70
TOTAL FOR: AT&T LONG DISTANCE				233.00
01608	BARYAMES CLEANERS			
		BN1615.09.18.23	UNIFORM CLEANING	251.85
		BN161609.18.2023	POLICE UNIFORM CLEANING	141.50
TOTAL FOR: BARYAMES CLEANERS				393.35
01600	BECKETT & RAEDER			
		2023806	CHARLOTTE MASTER PLAN & ZONING ORDINANCE	15,314.23
TOTAL FOR: BECKETT & RAEDER				15,314.23
01581	BLUE CARE NETWORK			
		232510008528	MEDICAL COVERAGE (RETIRED) COVERAGE PERIOD 10.01.2023 - 10.31.2023	2,203.99
		232510035994	MEDICAL COVERAGE (COVERAGE PERIOD 10.01.2023 - 10.31.2023)	55,400.00
TOTAL FOR: BLUE CARE NETWORK				57,603.99
MISC	BMJ LANDHOLDINGS			
		09/21/2023	UB refund for account: 15623	46.89
			*UB refund for account: 15623	
TOTAL FOR: BMJ LANDHOLDINGS				46.89

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Vendor Code	Vendor Name	Description	Amount
	Invoice		
MISC	BOBIER, ERICA		
	09/21/2023	UB refund for account: 15582	79.72
		*UB refund for account: 15582	
TOTAL FOR: BOBIER, ERICA			79.72
MISC	BROWN, SHERYL		
	09/21/2023	UB refund for account: 13228	141.43
		*UB refund for account: 13228	
TOTAL FOR: BROWN, SHERYL			141.43
01555	BYRUM ACE HARDWARE		
	302729	ROLLER FRAME, ROLLER, WALL PLATE	75.34
	307911.2	WALL PLATE, C+K INT SG 1 GALLON (PAY	39.00
		BALLONE OF INVOICE# 307911)	
	311382	DRILL BITS	20.99
	311510	CAULK, GROUND CONNECTOR	46.92
	311588	RUBBING ALCOHOL	7.98
	311711	SMARTKEY ENTRY	34.99
	312764	GORILLA SILVER TAPE	12.99
	312776	PLUMBING SUPPLIES	13.99
	313006	WHEELBARROW	139.99
	313111	POISON IVY SPRAY	25.00
	313369	EXT. CORD FOR FLAG POLE	120.00
	313499	LONG NOSE PLIERS	18.99
	313623	COUPLINGS, GALVONIZED PIPE, GALVONIZED	36.56
		NIPPLES	
	313714	GRAFFITTI REMOVER	9.99
	313869	PAINT	15.98
	314874	DRYWALL SUPPLIES FOR CLERK OFFICE REPAIR	31.56
TOTAL FOR: BYRUM ACE HARDWARE			650.27
01553	C&C LANDFILL		
	5007-000019765	ICE RINK	64.82
TOTAL FOR: C&C LANDFILL			64.82
01548	CANDY FORD, INC.		
	139705	LAMP ASSEMBLY	51.30
TOTAL FOR: CANDY FORD, INC.			51.30
01547	CANON FINANCIAL SERVICES, IN		
	31219829	CONTRACT CHARGE 09.01.2023 - 09.30.2023	253.73
TOTAL FOR: CANON FINANCIAL SERVICES, IN			253.73
02018	CAPITAL AREA SPORTMAN'S LEAGUE		
	263630	RANGE FEE'S MEMBER RANGE FEE	250.00
TOTAL FOR: CAPITAL AREA SPORTMAN'S LEAGUE			250.00
00849	CAPITAL ASPHALT		
	4844	COLD PATCH	5,807.25
	5275	ASPHALT	1,204.00
TOTAL FOR: CAPITAL ASPHALT			7,011.25
01954	CAPITAL CITY JANITORIAL LLC		
	1198	CONTRACTUAL CLEANING MONTH OF: SEPTEMBER	507.52
TOTAL FOR: CAPITAL CITY JANITORIAL LLC			507.52

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INVOICE ENTRY DATES 09/14/2023 - 09/27/2023

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Vendor Code	Vendor Name	Invoice	Description	Amount
01534	CARROT-TOP IND. INC.	INV122052	FLAGS FOR WEST SIDE	1,118.39
TOTAL FOR: CARROT-TOP IND. INC.				1,118.39
01522	CHARLOTTE AIR SERVICES LLC	09.19.2023- FSM	FUEL SALES	277.43
		09.19.2023-HM	HANGAR MANAGEMENT	360.00
TOTAL FOR: CHARLOTTE AIR SERVICES LLC				637.43
01489	CMP DISTRIBUTORS INC	77991	TACTICAL PANTS	363.70
TOTAL FOR: CMP DISTRIBUTORS INC				363.70
02022	COLLEGE H.U.N.K.S. HAULING JUNK	7674016	808 S CLINTON ST. CLEAN UP PROPERTY	339.00
TOTAL FOR: COLLEGE H.U.N.K.S. HAULING JUNK				339.00
01446	CUSTOM TRUCK ONE SOURCE	2023007103851	BUCKET TRUCK INSPECTION	1,802.24
TOTAL FOR: CUSTOM TRUCK ONE SOURCE				1,802.24
01428	DELTA DENTAL PLAN OF MICHIGAN	RIS0005176636	DENTAL PREMIUMS 10.01.2023 - 10.31.2023	4,083.82
TOTAL FOR: DELTA DENTAL PLAN OF MICHIGAN				4,083.82
01392	EATON CUSTOM SEWING	1575	REPAIR FOR UNIFORM DUTY PANTS	50.00
TOTAL FOR: EATON CUSTOM SEWING				50.00
01380	EDWARDS INDUSTRIAL SALES	3383332	SUPERNATANT BLOWER MOTOR REPLACEMENT	1,925.82
TOTAL FOR: EDWARDS INDUSTRIAL SALES				1,925.82
01375	ELHORN ENGINEERING COMPANY	299088	PHOSPHATE	4,850.00
		299089	CHLORINE	3,865.00
		299090	CL2 / CL2 PUMP-- BACKUP	5,050.00
TOTAL FOR: ELHORN ENGINEERING COMPANY				13,765.00
00932	ERIC ROGERS LLC	31686	WEEKLY LAWN MOWING (09.01.2023)	1,823.00
		31806	WEEKLY LAWN MOWING (09.15.2023)	2,058.00
		31859	WEEKLY LAWN MOWING (09.22.2023)	1,868.00
TOTAL FOR: ERIC ROGERS LLC				5,749.00
01365	ETNA SUPPLY	S105277036.001	1" COPPER	4,584.00
		S105277036.002	3/4" ELBOW FITTINGS	455.00
		S105277036.003	1" ELBOW FITTINGS	365.00
TOTAL FOR: ETNA SUPPLY				5,404.00
01358	FAMILY FARM & HOME	001667/C	GRASS SEED	199.98
TOTAL FOR: FAMILY FARM & HOME				199.98

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Vendor Code	Vendor Name	Invoice	Description	Amount
01113	FERGUSON WATER WORKS FKA			
		0172827-1	3/4 TO 1" COUPLINGS	450.00
		0172827-2	COUPLINGS	310.00
TOTAL FOR: FERGUSON WATER WORKS FKA				760.00
01901	GAEDERT LAWN CARE, LANDSCAPING, AND			
		3703	PULLED WEED AROUND BUILD AND FLOWER BEDS @ WESTSIDE	600.00
TOTAL FOR: GAEDERT LAWN CARE, LANDSCAPING, AND				600.00
01322	GALE BRIGGS, INC.			
		M417	GRAVEL	160.00
		M440	SACKS OF CONCRETE, LIMESTONE IN CONCRETE, CHLORIDE	298.38
		M456	BIRDSEYE	160.00
TOTAL FOR: GALE BRIGGS, INC.				618.38
01319	GARDENSCAPES LAWN & LANDSCAPE			
		01501	MEMORIAL PARK AUGUST 2023	250.00
TOTAL FOR: GARDENSCAPES LAWN & LANDSCAPE				250.00
01308	GRAINGER PRODUCTS			
		9837071985	CANNISTER REPAIR KIT	8.67
		9842477979	LAB SUPPLY	11.50
TOTAL FOR: GRAINGER PRODUCTS				20.17
01438	HASSEL FREE FUELS			
		CFSI-9673	ACCOUNT # 010109 (FIRE) FUEL	775.03
TOTAL FOR: HASSEL FREE FUELS				775.03
02037	HASSEL FREE FUELS			
		CFSI-9622	ACCNT #010107 (DPW/WWTP) FUEL	1,871.70
TOTAL FOR: HASSEL FREE FUELS				1,871.70
01928	INDIAN CREEK ACRES INC.			
		7448	CT BOOT, TIRE REPAIR	57.00
TOTAL FOR: INDIAN CREEK ACRES INC.				57.00
01242	JACK DOHNEY COMPANIES, INC			
		207450	8"X62" DEBRIS HOSE	400.97
TOTAL FOR: JACK DOHNEY COMPANIES, INC				400.97
02025	JOHN DEERE FINANCIAL			
		P33945	HYDRAULIC HOSE	16.50
		P33947	FITTING FOR 1/2 HYDRAULIC HOSE	30.30
TOTAL FOR: JOHN DEERE FINANCIAL				46.80
01976	KENT COMMUNICATIONS INC			
		326400	PRECINT CHANGE NOTICE POSTCARD	3,190.88
		326401	NOVEMBER 2023 ABSENT VOTER BALLOT APPLICATION	416.30
TOTAL FOR: KENT COMMUNICATIONS INC				3,607.18
01778	KEVIN MAXSON			
		3G12H5D	BOOT ALLOWANCE PER SEIU CONTRACT	200.00
TOTAL FOR: KEVIN MAXSON				200.00

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INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF CHARLOTTE
INVOICE ENTRY DATES 09/14/2023 - 09/27/2023
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
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Vendor Code	Vendor Name	Invoice	Description	Amount
01195	KONICA MINOLTA BUSINESS			
		289328044	BILLING PERIOD (08.17.2023 - 09.16.2023)	20.42
		289333728	COLOR METER	
			MAINTENANCE AGREEMENT (BILLING PERIOD 09.17.2023 - 10.16.2023)	50.40
TOTAL FOR: KONICA MINOLTA BUSINESS				70.82
01186	LANSING SECURITY & LOCKSMITH			
		2230938	NARROW STYLE PANIC BARS	1,900.00
TOTAL FOR: LANSING SECURITY & LOCKSMITH				1,900.00
01182	LANSING UNIFORM CO.			
		99919-A	UNIFORM & ALTERATIONS	358.35
TOTAL FOR: LANSING UNIFORM CO.				358.35
01175	LAWNTECH			
		244224	NON LAWN BED WEED CONTROL	551.05
		244225	NON LAWN BED WEED CONTROL	220.42
TOTAL FOR: LAWNTECH				771.47
01173	LEA'S AUTO BODY			
		7429	OIL CHANGE FOR 2022 TAHOE	86.89
		7451	OIL CHANGE FOR 2022 CHEVROLET TAHOE	80.27
TOTAL FOR: LEA'S AUTO BODY				167.16
02054	LIBERTY PLUMBING LLC			
		I5370	REPLACE CRACKED PIPES, REMOVE AND REPLACE TOILET AT CITY HALL CLERKS BATHROOM	5,600.00
TOTAL FOR: LIBERTY PLUMBING LLC				5,600.00
01926	LOOMIS, EWERT, PARSLEY, DAVIS & GOT			
		202056	ATTORNEY SERVICES RENDERED THROUGH 09.15.2023	1,701.52
TOTAL FOR: LOOMIS, EWERT, PARSLEY, DAVIS & GOT				1,701.52
01137	MCGINTY, HITCH, PERSON, ANDE., P.C.			
		SEPT. 1.2023	SERVICES THRU 08.31.2023	17,161.30
TOTAL FOR: MCGINTY, HITCH, PERSON, ANDE., P.C.				17,161.30
01082	MICHIGAN NETWORK CONSULTANTS			
		20230712-03	IT SERVICES 2ND HALF OF MONTH	3,175.00
TOTAL FOR: MICHIGAN NETWORK CONSULTANTS				3,175.00
01536	NAPA MPEC			
		256024	GENERATORS	560.37
TOTAL FOR: NAPA MPEC				560.37
01022	NORTHERN PUMP & WELL			
		23-J2707	WELL EVALUATION FOR WELLS 5,6, AND 7	750.00
TOTAL FOR: NORTHERN PUMP & WELL				750.00
00183	PVS TECHNOLOGIES INC			
		342261	FERRRIC CHLORIDE	10,548.40
TOTAL FOR: PVS TECHNOLOGIES INC				10,548.40

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Vendor Code	Vendor Name	Invoice	Description	Amount
01030	QUADIENT FINANCE USA, INC.	09.06.2023	POSTAGE	500.00
TOTAL FOR: QUADIENT FINANCE USA, INC.				500.00
01234	RANDY JEWELL	2023-09	BILLING ASSESSING SERVICES	3,262.00
TOTAL FOR: RANDY JEWELL				3,262.00
00873	SCMWA	09.25.23	FALL MEETING-SCMWA 4 ATTENDEES @ (45.00 EACH)	180.00
TOTAL FOR: SCMWA				180.00
02055	SHERIFF-GOSLIN COMPANY	9017489769	ROOFING SERVICE PER CONTRACT	50,850.00
TOTAL FOR: SHERIFF-GOSLIN COMPANY				50,850.00
00868	SMART SIGHTS	236840271	ALRM MONITORING SYSTEM 1 YEAR	848.00
TOTAL FOR: SMART SIGHTS				848.00
00873	SOUTH CENTRAL MI WTR ASSOC.	09.19.2023	ANNUAL MEMBERSHIP	35.00
TOTAL FOR: SOUTH CENTRAL MI WTR ASSOC.				35.00
01991	SPARROW EATON HOSPITAL	EAEMS 2023-002	4 EMERGENCY CARE 14TH EDITION	596.00
TOTAL FOR: SPARROW EATON HOSPITAL				596.00
01829	SPECTRUM PRINTERS, INC.	75896	AV COUNT BK BIN	135.34
TOTAL FOR: SPECTRUM PRINTERS, INC.				135.34
00865	SPENCER MANUFACTURING INC	09.21.2023	CREDIT FOR RETURN OF PRODUCT	(262.64)
		16420	RETURN OF 3"30 DGREE ELBOW	(396.10)
		17021.2	BALANCE OWED ON INVOICE 17021	87.50
		17251	NEW LIGHT TRUCK 313	884.15
		17266	TRUCK 314	667.79
		17281	CHROME TRIM KIT	52.55
TOTAL FOR: SPENCER MANUFACTURING INC				1,033.25
00861	STANDARD LIFE INSURANCE CO	006468820001.10	2023 OCTOBER	1,353.13
TOTAL FOR: STANDARD LIFE INSURANCE CO				1,353.13
01108	STATE OF MICHIGAN	09.19.2023	HALL STREET PROJECT	179,841.63
TOTAL FOR: STATE OF MICHIGAN				179,841.63
00872	THE SHYFT GROUP, INC	SVA0008777	SENSOR FOR TRUCK 314	110.66
TOTAL FOR: THE SHYFT GROUP, INC				110.66

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Vendor Code	Vendor Name	Invoice	Description	Amount
01466	TODD COTTER	09.19.2023- AM	AIRPORT MANAGEMENT AUGUST 2023	833.33
TOTAL FOR: TODD COTTER				833.33
01750	TOTAL ENERGY SYSTEMS, LLC	INV104906	PLANT GENERATOR TROUBLESHOOT-REPAIR	1,908.56
TOTAL FOR: TOTAL ENERGY SYSTEMS, LLC				1,908.56
00811	TROJAN UV	200/13998	BULB REPLACEMENT	17,249.24
		200/14363	UV- SUPPLIES	1,211.17
TOTAL FOR: TROJAN UV				18,460.41
00810	TRUCK & TRAILER SPECIALTIES	DJO004113	DUMP TRUCK	105,164.00
TOTAL FOR: TRUCK & TRAILER SPECIALTIES				105,164.00
02027	VANCE OUTDOORS, INC	1037300-IN	9MM MACRO COMPACT GRIP	5,240.00
TOTAL FOR: VANCE OUTDOORS, INC				5,240.00
00778	VISION SERVICE PLAN	818813218.10	VISION SERVICE PLAN SAFETY- OCTOBER 2023	471.10
		818813237.10	VISION SERVICE PLAN -2023 OCTOBER	554.63
TOTAL FOR: VISION SERVICE PLAN				1,025.73
00761	WILLIAMS FARM MACHINERY, INC.	14158	POLESAW	539.29
		14231	CHOKE KNOB, CHAIN LOOP,CHAIN	38.28
TOTAL FOR: WILLIAMS FARM MACHINERY, INC.				577.57
02010	YOURMEMBERSHIP.COM,INC	R64734970	JOB POSTING ADD FOR CITY MANAGER	249.00
TOTAL FOR: YOURMEMBERSHIP.COM,INC				249.00
TOTAL - ALL VENDORS				544,923.03
PAYMENT TYPE TOTAL				
Paper Check				480,623.36
EFT Transfer				64,299.67

**CITY OF CHARLOTTE
RESOLUTION NO. 2023-44**

**A RESOLUTION AUTHORIZING TO VOTE ON OFFICIAL BALLOT FOR THREE
DIRECTORS TO THE MICHIGAN MUNICIPAL LEAGUE LIABILITY & PROPERTY POOL**

WHEREAS, there are three positions open with three-year terms beginning January 1, 2024 for the Michigan Municipal Liability and Property Pool; and

WHEREAS, George Bosanic, Incumbent, Greenville City Manager; Sue Osborn, Incumbent, Fenton City Mayor and Dave Post, Incumbent Village of Hillman Manager are seeking re-election; and

WHEREAS, It is required for City Council to take action to authorize and approve the votes cast for the above persons to serve as Directors of the Michigan Municipal League Liability and Property Pool, now

THEREFORE, BE IT RESOLVED that the City Clerk be authorized, by action of this governing body, to cast and mail a vote for the above persons to serve as Director of the Michigan Municipal League Liability & Property Pool.

The foregoing resolution was presented by _____ and supported by _____ for approval.
Carried; Yea ; Nay ; Absent

CERTIFICATION

I, Mary LaRocque, City Clerk for the City of Charlotte, County of Eaton, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the City Council of the City of Charlotte during its regular meeting held on Monday October 02, 2023, 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 1976 P.A. 267, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Mary LaRocque, City Clerk

To: Members of the MML Liability & Property Pool
From: Michael J. Forster, Fund Administrator
Date: September 11, 2023
Subject: Pool Director Election

Dear Pool Member:

Enclosed is your ballot for this year's Board of Directors election. Three (3) incumbent Directors have agreed to seek re-election. You may also write in one or more candidates if you wish.

A brief biographical sketch of each candidate is provided for your review.

I hope you will affirm the work of the Nominating Committee by returning your completed ballot in the enclosed return envelope, no later than November 10th. Alternately, you may complete your ballot online:

Go to www.mml.org. At the top of the page, hover over *Programs & Services* and select *Risk Management* from the drop-down list. Next, look for the *Jump To* panel and select *Liability & Property Pool*. The ballot link is on the next page, in the *Jump To* panel, under *Online Forms*.

The MML Liability & Property Pool is owned and controlled by its members. Your comments and suggestions on how we can serve you better are very much appreciated. Thank you again for your membership in the Pool, and for participating in the election of your governing board.

Sincerely,



Michael J. Forster
Pool Administrator
mforster@mml.org

We love where you live.



THE CANDIDATES

Three-year terms beginning January 1, 2024



George Bosanic, City Manager, City of Greenville

George has nearly 35 years of experience as a municipal official with over 30 years serving as the city manager of the City of Greenville. George has served in leadership roles on numerous local boards and commissions over the years and is a past board member of the MML Workers' Compensation Fund Board. He is a member of the Michigan Local Government Management Association and International City Management Association. George is seeking re-election to his second term.



Sue Osborn, Mayor, City of Fenton

Sue has over thirty-eight years of experience as a municipal official, serving as mayor of the City of Fenton for the last twenty-five. She was appointed to Fenton's city council in 1985 and has been a continuous member since that time. Previously, she was a member of the Planning Commission from 1978-1985. Sue is a member of the Michigan Association of Mayors, a member of the National League of Cities and serves as Vice-Chair of the FAIR (Finance, Administration and Intergovernmental Affairs) for the National League of Cities. She is also active in several local and regional civic organizations. Sue is seeking re-election to her fourth term.



David Post, Village Manager, Village of Hillman

Dave has more than twenty-eight years' experience as a municipal official, serving as the manager in the Village of Hillman. Dave is a past member of the Michigan Municipal League Board of Trustees and several MML committees. He is currently a member of the Northeast Michigan Council of Governments board and is active in several local and regional civic organizations, including the Communities First Fund (chair), the Hillman Community Radio board and the Wheels Car Club. Dave is seeking re-election to his fourth term.

Michigan Municipal League
Liability & Property Pool

OFFICIAL BALLOT - 2023

Vote for three Directors by marking the line to the left of the name for three-year terms beginning January 1, 2024.

— George Bosanic, Incumbent
Manager, City of Greenville

— Sue Osborn, Incumbent
Mayor, City of Fenton

— Dave Post, Incumbent
Manger, Village of Hillman

Write-in Candidate

I hereby certify that:

(Municipality/Agency)

by action of its governing body, has authorized its vote to be cast for the above persons to serve as Director of the Michigan Municipal League Liability and Property Pool.

Official Signature

Date:

Ballot deadline:
November 10, 2023



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

RACHAEL EUBANKS
STATE TREASURER

September 8, 2023

Municipal Code: 232010

City of Charlotte
NFIRS Code: 02303
elapere@charlottemi.org

Subject: MI Fire Equipment Grant Letter of Approval

Dear Erin LaPere:

The MI Fire Equipment Grant has been established to provide funding for the purchase of fire equipment for our part time, on call, or volunteer firefighters. Under the state's fiscal year 2022-23 budget, Section 801, the Michigan Department of Treasury was appropriated \$12,000,000 to establish and operate a grant program to qualified local units of government to assist fire departments. Grant awards are not to exceed \$10,000 for qualified local governments.

Upon review of the City of Charlotte MI Fire Equipment Grant Application (Form 5874), City of Charlotte has been **approved** for a grant award under the MI Fire Equipment Grant Program as listed below:

- **Approved Award: \$50,000**

Grant awardees that have already submitted supporting documentation for eligible expenditures will be reviewed for reimbursement.

Grant awardees that have not already submitted requests for reimbursement will need to submit documentation of eligible expenses incurred on or after August 1, 2022, using Form 6040-MI Fire Grant Program Reimbursement Request to Treas-MIFireGrant@michigan.gov.

Requests for reimbursement should be submitted by September 30, 2023. Requests for reimbursement received after this date will be subject to available funds.

Funds will be disbursed utilizing the State of Michigan's Sigma Vendor Self Service (VSS) system upon receipt of all required documentation.

If you have any questions or require further assistance, please do not hesitate to contact the MI Fire Equipment Grant team at Treas-MIFireGrant@michigan.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin A. Smith".

Kevin A. Smith, Deputy Treasurer
State and Local Finance
Michigan Department of Treasury

Fwd: MI Fire Equipment Grant Reimbursement Submission Deadline

2 messages

Troy Bell <tbell@charlottemi.org>

To: Kevin Christiansen <kchristiansen@charlottemi.org>

Cc: Mary LaRocque <mlarocque@charlottemi.org>

Fri, Sep 29, 2023 at 11:10 AM

Fyi

Troy Bell
ICMA-CM
MPA
MS-FINANCE

----- Forwarded message -----

From: **Treas-MIFireGrant** <Treas-MIFireGrant@michigan.gov>

Date: Fri, Sep 29, 2023, 7:52 AM

Subject: MI Fire Equipment Grant Reimbursement Submission Deadline

To: Treas-MIFireGrant <Treas-MIFireGrant@michigan.gov>

Grant Awardees:

To accommodate the needs of our local government stakeholders participating in the MI Fire Equipment Grant program, **the deadline for submission of reimbursement for eligible expenses has been extended until December 31st, 2023 for grant program awardees.**

Grant awardees for the MI Fire Equipment Grant that have not already submitted requests for reimbursement will need to submit documentation of eligible expenses incurred on or after August 1, 2022. To do so, please complete Form 6040-MI Fire Grant Program Reimbursement Request and send the completed and signed form, along with all required supporting documentation, to Treas-MIFireGrant@michigan.gov. **Please submit only one Form 6040** for all qualifying expenses along with invoices and proof of payment (e.g., Credit Card Statement and/or canceled check).

Grant awardees that have already submitted a request for reimbursement as part of their MI Fire Equipment Grant Application will be reviewed for reimbursement, and contacted if any additional documentation is required. Grant awardees that submitted a request with their application may submit one additional request for reimbursement of eligible expenses incurred on or after August 1, 2022, using Form 6040 for any additional expenses to be submitted for reimbursement that were not included with the original application submission.

All requests for reimbursement must be returned no later than December 31, 2023.

Reimbursement requests will be disbursed using the State of Michigan's Sigma Vendor Self Service (VSS) system. Please ensure payment and account information is accurate and up to date. Reimbursement requests must have the required documentation to be processed and will be processed in the order of receipt.

If you have any questions or require further assistance, please do not hesitate to contact the MI Fire Equipment Grant team at Treasury-MIFireGrant@michigan.gov.

Additional information related to FAQs, program guidelines, and application materials are available at www.Michigan.gov/MIFireEquipmentGrant. Please be sure to sign up for Treasury – Local Government email alerts to be notified of additional updates to this grant program and other local government notifications.

MI Fire Equipment Grant Program Application

Issued under Public Act 166 of 2022.

Pursuant to Section 801(1) of Public Act 166 of 2022, the MI Fire Equipment Grant Program is a grant program intended to assist local government fire departments that are "predominately on-call, part-time or volunteer" to purchase fire equipment for firefighters. Through a competitive grant process, eligible fire departments will be reimbursed for allowable fire equipment purchases. Applications **must be submitted to the Michigan Department of Treasury via e-signature solution no later than July 10, 2023**, for consideration.

PART 1: LOCAL GOVERNMENT INFORMATION		
Local Unit Name City of Charlotte	Local Unit Municipal Code	
Contact Name Erin LaPere	Contact Email Address elapere@charlottemi.org	
Contact Title City Manager	Contact Telephone Number (517) 543-8850	Extension

PART 2: GRANT ELIGIBILITY	
Eligibility for the MI Fire Equipment Grant Program will be determined by the grant requirements pursuant to PA 166 of 2022, Section 801(1), which are predominately on-call, part-time, or volunteer with purchasing fire gear for firefighters. "Fire Department" means a department, authority, or other governmental entity that safeguards life and property from damage from explosion, fire, or disaster and that provides fire suppression and other related services in this state. Organized fire department includes any lawfully organized firefighting force in this state. As defined in section 1 of the fire prevention code, 1941 PA 207, MCL 29.1 "Local Unit of Government" means a city, village, township, tribal government or an authority or commission established by a county, village, city of township by resolution, motion, or charter. Does your city, village, township, tribal government, authority, or commission have a fire department where more than 50 percent of the firefighters are part-time, volunteer, or paid on call? ☒ Yes: The requesting local government certifies that it meets the eligibility criteria listed in MI Fire Equipment Grant Program. ☐ No: The requesting local government certifies that it does not meet the eligibility criteria listed in MI Fire Equipment Grant Program. Does the requesting local government fire department serve more than one local government as the primary provider of fire department services? ☒ Yes: The requesting local government fire department certifies that it is the primary provider of fire department services for more than one local government (please list all local governments in the table below). ☐ No: The requesting local government fire department certifies that it is primary provider of fire department services for only one local government.	
Number	Local Governments Provided Primary Fire Department Services
1	Eaton Township
2	Walton Township
3	Brookfield Township
4	Chester Township
5	Carmel Township
6	City of Charlotte

MI FIRE EQUIPMENT GRANT PROGRAM - APPLICATION INSTRUCTIONS

Form 5874

GRANT PROGRAM OVERVIEW

The MI Fire Equipment Grant has been established under Public Act 166 of 2022 to provide funding for the purchase of fire equipment for firefighters. Under Fiscal Year 2022-23 Budget, the Michigan Department Treasury was appropriated \$12 million to establish and operate a grant program to qualified local governments. Grant awards are not to exceed \$10,000 for eligible departments and will be administered in a similar form and manner as previous grant programs with stakeholder engagement.

The MI Fire Equipment Grant Program is a grant program intended to assist local government fire departments that are “predominately on-call, part-time or volunteer” to purchase fire equipment for firefighters. Through a competitive grant process, eligible fire departments will be reimbursed for allowable fire equipment purchases. The key to understanding the MI Fire Equipment Grant Program is the definition of “firefighter”, “fire department”, “local government”, and “predominately on call”. Treasury plans to administer this program using the definitions of qualified departments as defined in the Fire Service Directory established in LARA under 1941 PA 207. The Firefighters Training Council Act, 1966 PA 291, MCL 29.362 defines the following.

- A. "Firefighter" means a member of an organized fire department or public safety department who is responsible for, or is in a capacity that includes responsibility for, the extinguishment of fires, the directing of the extinguishment of fires, the directing or management of emergency response activities, fire safety prevention inspection, plans examination, fire investigation, hazardous materials response, technical rescue response, airport rescue response, airport rescue firefighting, fire service instruction, and the enforcement of the general fire laws of this state and the community where he or she serves.
- B. "Fire Department" means a department, authority, or other governmental entity that safeguards life and property from damage from explosion, fire, or disaster and that provides fire suppression and other related services in this state. Organized fire department includes any lawfully organized firefighting force in this state, as defined in section 1 of the Fire Prevention Code, 1941 PA 207, MCL 29.1
- C. "Local Unit of Government" means a city, village, township, tribal government or an authority or commission established by a county, village, city or township by resolution, motion, or charter.
- D. "Predominately on call," "part-time," or "volunteer" means a fire department where more than 50% of the firefighters are registered as "non paid" or "part paid," as listed in the Fire Service Directory established by LARA under PA 207 of 1941.

APPLICATION TIMELINE: To file an application, qualified local governments must submit the MI Fire Equipment Grant application using the Michigan eSignature Solution to Treasury as soon as May 26, 2023, but no later than July 10, 2023. Details on the claim submission process can be found at michigan.gov/MIFireEquipmentGrant.

APPLICATION DEADLINE: Applications are due to be submitted to no later than July 10, 2023

AWARDS NOTIFICATION AND DISTRIBUTION: Funds shall be disbursed to qualified local governments by the Department of Treasury as early as August 10, 2023.

The requesting local unit of government must attest that it meets the eligibility criteria listed in MI Fire Equipment Grant Program, in that over 50% of the total firefighters are designated as non paid or part paid.

PART 4: GRANT AWARD REQUESTED AMOUNT

The applicant must enter the amount of funding being requested under the MI Fire Equipment Grant Program, up to \$10,000, pursuant to Section 801(1) of Public Act 166 of 2022.

- Applicants that provide primary fire department services to more than one local government may request \$10,000 per local government listed in table in part 2.

If the grant request is for expenditures for eligible items that have already been incurred, the chief administrative officer should enter the dollar amounts, by category, into the provided tables for reimbursement. Only enter amounts into this table if reimbursements are being requested as part of the application submission. If requests for reimbursement are to be submitted at a later date, leave this table blank.

Local governments should attach supporting documentation prior to submission, including invoices, receipts, and proof of payment. Canceled checks, credit/debit card receipts, and ACH/EFT confirmations may be used as proof of payment. Account numbers, routing numbers, and any other confidential information must be redacted before attaching.

Local governments that are requesting awards for more than one local government must also provide a letter of intent from each local government that is provided primary fire department services.

To submit supporting documentation:

- A. Following completion of application form in the Michigan eSignature Solution, select “uploads” section and attach documents under the designated attachment selections.
- B. More than one attachment per section may be attached, however there is a size limit per attachment.

PART 5: CERTIFICATION

The Chief Administrative Officer (CAO) must sign and date the MI Fire Equipment Grant Application, Form 5874. MCL 141.422B defines CAO to mean any of the following:

- The manager of a village or, if a village does not employ a manager, the president of the village.
- The city manager of a city or, if a city does not employ a city manager, the mayor of the city.
- The manager of a township or, if the township does not employ a manager, the supervisor of the township.
- The elected county executive or appointed county manager of a county; or if the county has not adopted an optional unified form of county government, the controller of the county appointed pursuant to section 13b of 1851 PA 156, MCL 46.13b; or if the county has not appointed a controller, an individual designated by the county board of commissioners of the county.
- The official granted general administrative control of an authority or organization of government established by law that may expend funds of the authority or organization.

Qualified local governments must submit the grant application using the Michigan eSignature Solution found at www.Michigan.gov/MIFireEquipmentGrant

AGREEMENT FOR AMBULANCE SERVICES FOR MUNICIPALITY RESIDENTS

~~This Agreement~~

~~THIS AGREEMENT is~~ made the first day of ~~April 01, 2021~~January, 2024 between BELLEVUE TOWNSHIP, BROOKFIELD TOWNSHIP, CARMEL TOWNSHIP, CITY OF CHARLOTTE, CITY OF EATON RAPIDS, CITY OF OLIVET, CHESTER TOWNSHIP, EATON RAPIDS TOWNSHIP, EATON TOWNSHIP, HAMLIN TOWNSHIP, KALAMO TOWNSHIP, SUNFIELD TOWNSHIP, VERMONTVILLE TOWNSHIP, WALTON TOWNSHIP, Municipal Corporations within Eaton County, Michigan, ~~and AURELIUS TOWNSHIP A Municipal Corporation within Ingham County, Michigan~~ (collectively, the "PARTICIPATING MUNICIPALITIES" and each a "PARTICIPATING MUNICIPALITY"), and the EATON AREA EMERGENCY MEDICAL SERVICES, a department of Sparrow Eaton Hospital, a Michigan non-profit corporation, (hereinafter "EMS"). The PARTICIPATING MUNICIPALITIES and EMS are sometimes collectively referred to in this Agreement as the "PARTIES" or individually as a "PARTY".

WHEREAS, the PARTICIPATING MUNICIPALITIES wish to assure that the residents and visitors of their communities have access to prompt and effective emergency medical services (ambulance service), and;

WHEREAS, EMS is duly licensed under the laws of the State of Michigan to provide Ambulance Services, is prepared to undertake, and faithfully respond to, all requests for Ambulance Service made by residents of the PARTICIPATING MUNICIPALITIES, and other persons in need of service within the boundaries of the PARTICIPATING MUNICIPALITIES;

NOW, THEREFORE, in consideration of the mutual covenants herein made, it is understood and agreed as follows:

I. EMS DUTIES.

EMS shall provide Ambulance Services for the use and benefit of residents of the PARTICIPATING MUNICIPALITIES, and other persons in need of service within the geographical boundaries of the PARTICIPATING MUNICIPALITIES consistent with the following.

1.1 Operate, staff, maintain and equip ambulances. ~~Consistent with State and Federal regulations~~EMS shall provide:

1.1-1 Two (2) licensed Advance Life Support (ALS) ambulances twenty-four (24) ~~hour~~hours per day, 365 days per year.

1.1-2 A third and / or fourth licensed ALS or Basic Life Support (BLS) ambulance available and staffed to meet the demand for ambulance service, hours will vary in accordance with requests for ambulance

service.

1.2 Maintain and equip back up ambulances: Consistent with State and Federal regulations provide two (2) back-up BLS/ALS ambulances that will be available to replace an ALS ambulance, listed in 1.1 above, that is taken out of service for mechanical/repair issues. EMS may staff and operate these back-up ambulances when EMS personnel are available and requests for ambulance service exceeds the capacity of the number of ambulances listed in 1.1 above.

1.3 Response to Needs. Respond to all requests made by persons in need of services within the geographical boundaries of the PARTICIPATING MUNICIPALITIES, including any Police and Fire Agencies of the PARTICIPATING MUNICIPALITIES, as fully and promptly as reasonably possible and without regard to ability to pay.

~~1.4 Long Term Equipment Budget. Submit a three-year equipment acquisition budget/proposal to the PARTICIPATING MUNICIPALITIES for their approval prior to the acceptance or extension of this Agreement. To implement the equipment budget in accordance with the schedule outlined in the budget/proposal.~~

~~1.5~~ 1.4 Operational Report. By February of each year (or such later time as a majority of the PARTICIPATING MUNICIPALITIES request) present an operational report at an annual meeting with the PARTICIPATING MUNICIPALITIES.

1.65 Mutual Aid Agreements. Establish and maintain mutual aid agreement(s) with ambulance agencies operating in areas bordering EMS's response area, to facilitate emergency medical response support at such times when EMS has received more requests for ambulance service than it can timely fulfill.

1.76 Dispatch. Arrange with Eaton County Central Dispatch for the receipt and dispatch of ambulance calls in an effective and efficient manner. The closest available EAEMS ambulance will be dispatched to emergency/911 calls. Vehicles will be moved to central locations in order to provide prompt response time coverage to the greatest number of residents within the service area.—

~~1.7 EMS Payment from Users. Except for payments made under this Agreement and any separate payment a PARTICIPATING MUNICIPALITY may choose to make on behalf of its residents, EMS shall look solely to charges from ambulance users and their insurers to cover the expenses of the operation of EMS' ambulance service. MUNICIPALITIES are not obligated to reimburse EMS for any losses from the operation of the ambulance service other than payments made under this Agreement.~~

~~1.8 EMS Payment from Users. Except for the costs of equipment contributed in accordance with the provisions below and any separate written provisions a—~~

~~PARTICIPATING MUNICIPALITY may choose to make on behalf of its residents, EMS shall look solely to charges to users and their insurers to cover the expenses of the operation of EMS' ambulance service. In this regard, the MUNICIPALITIES are not obligated to reimburse EMS for any losses from the operation of the ambulance service.~~

~~1.9~~ Use of Equipment Payments. Use ~~equipment~~ payments received by EMS from the PARTICIPATING MUNICIPALITIES only for the acquisition operations of, improvement and maintenance of equipment/software used exclusively by EMS to provide ambulance service within the boundaries of the PARTICIPATING MUNICIPALITIES or for authorized mutual aid.

~~1.109~~ Statistical Reports. When requested provide PARTICIPATING MUNICIPALITIES ~~monthly~~quarterly statistical reports, available from Eaton County Central Dispatch (ECCD), related to: total number of runs, number of runs within each municipality, enroute and response time, number of mutual aid responses into EAEMS service area, and other reports which become available from ECCD or EAEMS that provide information related to the efficiency of ambulance coverage plans.

~~1.1110~~ Informational meetings. When requested provide quarterly informational ~~meeting~~meetings for PARTICIPATING MUNICIPALITIES ~~in February, May, August, and November.~~ These meetings are intended to provide a venue for PARTICIPATING MUNICIPALITIES to receive information related to the operation of EAEMS, inquire into current operational practices and to provide a forum for questions and feedback to EAEMS.

II. PARTICIPATING MUNICIPALITIES DUTIES.

For in consideration of the duties to be performed by EMS the PARTICIPATING MUNICIPALITIES shall jointly and individually do the following:

2.1 Designation of EMS. Designate in writing to Eaton County Central Dispatch that EMS is the designated EMS provider of the PARTICIPATING MUNICIPALITY for all emergency medical service requests received from their jurisdictions.

2.2 Annual Payment Obligation. Make individual annual payment to EMS as described herein to fund the ~~purchases of operations and~~ equipment purchases needed to effectively operate EMS. Invoices for ~~the annual~~each payment ~~for each municipality will be~~shall be issued by EMS as follows: for January 1 through June 30, 2024 (6-month amount) due the first week of January 2024; for July 1 through December 31, 2024 (6-month amount) due the first week of July 2024 and will be effective for each of thereafter due annually the three yearsfirst week of January. The fee shall be the total of the ~~contract (until 3/31/2021) and shall be:~~applicable stand by fee based on population plus a prorated portion of a Two Hundred Thousand and 00/100 Dollars (\$200,000.00) fee paid based on the designated percentage of the overall EMS area population listed below.

	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>Tier</u>
				<u>Population</u>
				<u>Percentage</u>
<u>Aurelius Township</u>	<u>\$ 1,832</u>	<u>\$ 1,832</u>	<u>\$ 1,832</u>	
<u>Bellevue Township</u>	<u>\$ 2,917</u>	<u>\$ 2,917</u>	<u>\$ 2,917</u>	Tier 4
		4.5%		
<u>Brookfield Township</u>	<u>\$ 2,786</u>	<u>\$ 2,786</u>	<u>\$ 2,786</u>	Tier 4
		3.5%		
<u>Carmel Township</u>	<u>\$ 5,471</u>	<u>\$ 5,471</u>	<u>\$ 5,471</u>	Tier 3
		6.7%		
<u>Charlotte, City of</u>	<u>\$ 35,522</u>	<u>\$ 35,522</u>	<u>\$ 35,522</u>	Tier 1
		21.9%		
<u>Chester Township</u>	<u>\$ 3,564</u>	<u>\$ 3,564</u>	<u>\$ 3,564</u>	Tier 4
		4.2%		
<u>Eaton Rapids, City of</u>	<u>\$ 13,938</u>	<u>\$ 13,938</u>	<u>\$ 13,938</u>	Tier 2
		12.4%		
<u>Eaton Rapids Township</u>	<u>\$ 6,060</u>	<u>\$ 6,060</u>	<u>\$ 6,060</u>	
<u>Tier 3</u>	9.5%			
<u>Eaton Township</u>	<u>\$ 9,332</u>	<u>\$ 9,332</u>	<u>\$ Tier 3</u>	
		9,332.5%		
<u>Hamlin Township</u>	<u>\$ 4,492</u>	<u>\$ 4,492</u>	<u>\$ 4,492</u>	Tier 3
		7.7%		
<u>Kalamo Township</u>	<u>\$ 1,782</u>	<u>\$ 1,782</u>	<u>\$ 1,782</u>	Tier 4
		4.2%*		
<u>Olivet, City of</u>	<u>\$ 3,862</u>	<u>\$ 3,862</u>	<u>\$ 3,862</u>	Tier 2
		4.0%**		
<u>Sunfield Township</u>	<u>\$ 4,831</u>	<u>\$ 4,831</u>	<u>\$ 4,831</u>	Tier 4
		3.6%		
<u>Vermontville Township</u>	<u>\$ 2,636</u>	<u>\$ 2,636</u>	<u>\$ 2,636</u>	Tier 4
		2.9%		
<u>Walton Township</u>	<u>\$ 4,596</u>	<u>\$ 4,596</u>	<u>\$ 4,596</u>	Tier 3
		5.4%		

For purposes of the foregoing,

*Olivet City Tier 2 due to college population

**Kalamo Township stand by fee is 50% since also use Vermontville

Tiered Stand-by Fee based on population:

Tier 1 population over 7,501:	\$25,000
Tier 2 population between 5,001 and 7,500:	\$20,000
Tier 3 population between 2,001 and 5,000:	\$15,000

Tier 4 population under 2,000: \$10,000

The annual payment is amount described above (both the stand-by fee and the population-based fee) will increase each year of the Agreement in the amount of five percent (5%) over the prior year.

Payments shall be due within 60 days of invoice by EMS. Interest shall accrue and be paid to EMS at a rate of 5%five percent (5%) simple interest on the amount of any payment that is delinquent from the time it was initially due until it is actually paid.

2.3 Selection of Representatives. Arrange for one or more representatives of the MUNICIPALITY to meet annually with representatives of EMS and the other MUNICIPALITIES to receive an EMS operational report.

2.4 Notification of Complaints. Promptly forward to the EMS, complaints received from the general public from the PARTICIPATING MUNICIPALITY regarding the EMS for investigation and reply.

2.5 Continued Participation. Remain a PARTICIPATING MUNICIPALITY which is a PARTY to this Agreement and not withdraw from this Agreement, except as provided by law, or at the end of the Agreement term or in the manner provided below.

III. ADDITIONAL COMMUNITIES SEEKING TO BECOME A PARTICIPATING MUNICIPALITY UNDER THIS AGREEMENT.

Other municipal corporations, not now PARTICIPATING MUNICIPALITIES, shall be entitled to arrange for ambulance service on behalf of their residents from EMS by signing this Agreement and taking on the responsibilities of a PARTICIPATING MUNICIPALITY under this Agreement, including making payment towards the equipment acquisition. The payment obligation of a new PARTICIPATING MUNICIPALITY shall be equal to the payment made by the current PARTICIPATING MUNICIPALITY with the closest population base served by EMS under this Agreement. If a new PARTICIPATING MUNICIPALITY requests that only a portion of their township is to be included in this ~~agreement~~Agreement that Township's payment will be pro-rated based on the number of sections included in this ~~agreement~~Agreement.

IV. PROCEDURES IN THE EVENT OF APPARENT BREACH.

4.1 Breach by a PARTICIPATING MUNICIPALITY. In the event that EMS reasonably believes that one or more PARTICIPATING MUNICIPALITIES are in breach of this Agreement, EMS shall notify each such PARTICIPATING MUNICIPALITY in writing, describing the apparent breach and if correctable how it can be corrected or if it is not correctable what alternative remedy would be acceptable to EMS. The affected PARTICIPATING MUNICIPALITIES shall have thirty (30) days in which to correct such

apparent breach or to offer an alternative remedy. Should EMS determine that said breach is not adequately resolved by PARTICIPATING MUNICIPALITY'S corrective action or remedy, EMS will request a review panel be established by the PARTIES to this Agreement, to render a binding judgment regarding compliance with the terms and intent of this Agreement.

4.2 Breach by EMS. In the event that one or more PARTICIPATING MUNICIPALITIES reasonably believes that EMS is in breach of this Agreement, the affected PARTICIPATING MUNICIPALITIES shall notify each EMS in writing, describing the apparent breach and, if correctable, how it can be corrected or, if it is not correctable, what alternative remedy would be acceptable to PARTICIPATING MUNICIPALITIES. EMS shall have thirty (30) days in which to correct such breach or offer an alternative remedy. Should such PARTICIPATING MUNICIPALITIES determine that the apparent breach is not adequately resolved by EMS' corrective action or remedy, such PARTICIPATING MUNICIPALITIES shall request a review panel be established by the PARTIES to this Agreement, to render a binding judgment regarding compliance with the terms and intent of this Agreement. Notwithstanding the foregoing, a PARTICIPATING MUNICIPALITY which has not paid its allocation of equipment expenses shall have no right to invoke the foregoing procedures or terminate its obligations under this Agreement pursuant to any other provision.

4.3 Review Panel Procedures. For purposes of Sections 4.1 and 4.2 above, the review panel will consist of: two (2) individuals who serve on Sparrow Eaton Hospital's Board of ~~Trustees~~Directors and, if possible, have not previously been involved in the dispute, selected by EMS; two (2) individuals who are representatives of PARTICIPATING MUNICIPALITIES selected by the affected PARTICIPATING MUNICIPALITIES from other PARTICIPATING MUNICIPALITIES not involved in the dispute; and one (1) person mutually agreed to by the other members of the review panel to facilitate the review process and vote in the event of deadlock of the other members. All Parties expressly covenant and agree to be bound by the decision of a majority of this review panel, and accept any decision as a final determination, except a decision based on provable fraud or a decision requiring a Party to pay or expend more money than it would be obliged to pay under the terms of this Agreement. Any disagreement of the review panel on the selection of the fifth member may be resolved, and any binding decision of the review panel may be enforced, by the Eaton County Circuit Court to which all Parties acknowledge jurisdiction for such purpose.

V. LEGAL RELATIONSHIP, INSURANCE, AND INDEMNITY.

5.1 Legal Relationship of the Parties. The legal relationship of the Parties to each other shall be that of independent contractor. The employees of any Party shall not be considered an agent or employee of the other Party for any purpose.

5.2 Liability Insurance of EMS. EMS shall acquire and maintain during the term, and thereafter, extending through the term of this Agreement, liability insurance covering services provided by EMS of the following types and limits:

5.2-1 No fault and automobile liability insurance having a combined single limit of \$1,000,000 per person and accident;

5.2-2 Professional liability insurance having limits of at least \$1,000,000 per occurrence, claim or incident and \$3,000,000 annual aggregate;

5.2-3 General liability insurance having limits of at least \$1,000,000 per occurrence, claim or incident and \$3,000,000 annual aggregate; ~~and.~~

5.2-4 Worker's Compensation Insurance as required by State statute.

5.3 Limited Indemnity Obligation of PARTICIPATING MUNICIPALITIES. Each PARTICIPATING MUNICIPALITY shall indemnify and hold harmless EMS and all other PARTICIPATING MUNICIPALITIES for any cost or expense any of them may incur as result of the PARTICIPATING MUNICIPALITY failing to comply with its obligations under this Agreement, including legal and other costs associated with collection of allocated amounts of equipment costs not timely paid by the PARTICIPATING MUNICIPALITY.

5.4 EMS Indemnity Obligation. EMS agrees to indemnify and hold harmless any PARTICIPATING MUNICIPALITY which is in full compliance with this Agreement against claims or damages arising directly out of an error or omission by EMS in the performance of its duties and obligations under this Agreement. In this respect, the following procedures shall apply:

5.4-1 The PARTICIPATING MUNICIPALITY seeking indemnity (the "Indemnatee") shall promptly, and in writing, notify EMS of any claim made against it by any third party as to which it intends to seek indemnification under this Agreement, and shall take action as may be necessary to avoid default or other adverse consequences until such time as EMS has provided written notice that it will assume the defense of the claim, which shall be provided not more than thirty (30) days following receipt of written notice of the claim.

5.4-2 In any claim wherein EMS shall have an obligation to defend under this Agreement, EMS shall have the right to select counsel and to control such defense, provided, however, that the Indemnatee shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to oversee, and if deemed necessary by the Indemnatee assist in, the handling of such claim. The Indemnatee shall provide cooperation and participation of its personnel as required for such defense at the cost and expense of EMS.

VI. TERM AND TERMINATION OF THIS AGREEMENT.

6.1 Term. This Agreement shall be deemed to have commenced on ~~April~~January 1, ~~2021~~2024, and shall continue until December 31, ~~2024~~2028, unless earlier terminated as provided below:

6.1-1 By mutual agreement of all the PARTIES;

6.1-2 By EMS or all the PARTICIPATING MUNICIPALITIES without assignment of cause or reason upon ninety (90) days prior written notice by all the PARTICIPATING MUNICIPALITIES to EMS or by EMS to all the PARTICIPATING MUNICIPALITIES.

6.1-3 By a PARTICIPATING MUNICIPALITY without assignment of cause or reason upon ninety (90) days prior written notice to the other PARTICIPATING MUNICIPALITIES and EMS.

6.2 Termination of a PARTY for Cause. In addition, any PARTY may be terminated at the request of any other PARTY for cause. For this purpose, “cause” is defined as the PARTY to be terminated being unable or unwilling to submit to a review panel hearing as required or to comply with the recommendations of a review panel, constituted in accordance with Section 4 and one or more other parties other PARTY. Unless the underlying reason is non-payment of an equipment payment, in which event EMS may terminate a PARTICIPATING MUNICIPALITY unilaterally after the processes of Article IV have been exhausted, the termination shall not be effective until a majority of the PARTIES, excluding the PARTY(IES) affected, agree or acquiesce to the termination.

6.3 Obligations after Termination. Notwithstanding the termination of this Agreement or a PARTY, the PARTIES shall be required to carry out any provisions hereof which contemplate performance by them subsequent to such termination; and such termination shall not affect any liability or any other obligation which may have accrued prior to such termination.

VII. NOTICES.

Any notice, offer, demand, or communication required or permitted to be given under any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the PARTY to whom the same is directed or if sent, by registered or certified mail, postage and charges prepaid, addressed to the address of the PARTY set forth below. Except as otherwise expressly provided in this Agreement, any such notice shall be deemed to be given on the date on which the same is deposited in a regularly maintained receptacle for the deposit of United States mail, addressed as provided in the immediately preceding sentence. Any PARTY may change its address for the purposes of this Agreement by giving the other notice thereof in the manner herein before provided for the giving of notice.

Unless otherwise required by the Agreement, notices under this Agreement shall be directed to the following:

Supervisor_ ~~Aurelius Walton~~ Township ~~6933 S. Stine~~ ~~1939 Aurelius~~ Rd.- ~~Mason Olivet~~ , MI ~~48854~~ ~~49076~~	Supervisor Bellevue Township _____ 115 N. Main Street _____ Bellevue, MI 49021	Supervisor Brookfield Township 808 E. Five Point Hwy. Charlotte, MI 48813
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Supervisor Carmel Township 661 Beech Hwy. Charlotte, MI 48813	Supervisor Chester Township _____ 3425 W. Gresham Hwy. _____ Charlotte, MI 48813	Manager City of Charlotte 111 East Lawrence Charlotte, MI 48813
Manager City of Eaton Rapids 200 S. Main Street Eaton Rapids, MI 48827	Mayor City of Olivet PO Box 367 Olivet, MI 49076	<u>Supervisor</u> <u>Sunfield Township</u> <u>PO Box 68</u> <u>Sunfield, MI 48890</u>
Supervisor Eaton Rapids Township 2512 S. Canal Rd. Eaton Rapids, MI 48827	Supervisor Eaton Township _____ 3981 E. Clinton Trail Charlotte, MI 48813	Supervisor Hamlin Township 6463 S. Clinton Trail _____ Eaton Rapids, MI 48827
~~President/CEO~~ Sparrow Eaton Hospital 321 East Harris Street Charlotte, MI 48813	Supervisor Kalamo Township 8940 Spore Hwy. Vermontville, MI 49096	Supervisor _____ <u>Sunfield</u> <u>Vermontville</u> Township _____ <u>P.O. Box 68215</u> <u>Sunfield</u> <u>Vermontville</u> , MI <u>48890</u> <u>49096</u>
<u>Supervisor</u> <u>Vermontville Township</u> _____ <u>P.O. Box 215</u> _____ <u>Vermontville, MI 49096</u>	<u>Supervisor</u> <u>Walton Township</u> _____ <u>6933 S. Stine Rd</u> _____ <u>Olivet, MI 49076</u> _____	

VIII. INTERPRETATION, SEVERABILITY AND COMPLIANCE.

8.1 Interpretation and Severability. This Agreement shall be construed and applied in such manner as to minimize unenforceability of any provision. In the event that any provision of this Agreement, in whole or in part (or the application of any provision to a specific situation), is held to be invalid or unenforceable, if possible, such provision shall be deemed rewritten and revised in a manner which eliminates the offending language but maintains the overall intent, in context, of this Agreement. However, if that is not possible, the offending language shall be deemed removed, with this Agreement otherwise remaining in full force and effect, so long as doing so would not result in substantial unfairness or injustice to any of the Parties.

8.2 Compliance With Other Contracts and Laws. It is believed and intended by the PARTIES, and their advisors that all transactions contemplated herein are fully legal and proper based on their current understanding of the law and contracts with third party payors. However, when it may be necessary so as to comply with applicable law and requirements of third parties or any other entity governing or regulating health facilities, third-party payment programs and alternative delivery systems in which EMS participates or applicable to the provision of ambulance services, the PARTIES shall enter into further agreements which may modify the terms of this Agreement. The PARTIES shall negotiate in good faith such further agreements as may be necessary or desirable to modify the

terms of this Agreement. In addition, no PARTIES shall use the provisions of this section to its unfair advantage in relation to the other.

IX. GOVERNING LAW.

9.1 This Agreement shall be construed and enforced in accordance with, and governed by, the law and decisions of the State of Michigan.

X. ENTIRE AGREEMENT.

10.1 This Agreement constitutes the entire agreement of the PARTIES. All prior agreements between the PARTIES, whether written or oral, are merged herein and shall be of no force or effect. This Agreement cannot be changed, modified, or discharged orally, but only by an agreement in writing, signed by the PARTIES or PARTY against whom enforcement of the charge, modification or discharge is sought. The selection headings used herein are for convenience only and shall not be used in the construction or interpretation of this Agreement.

XI. ASSIGNMENTS AND BENEFICIARY.

11.1 No Assignments. PARTICIPATING MUNICIPALITIES and EMS shall not assign any of their rights, powers, duties and obligations under this Agreement without the receipt of prior written consent of all PARTIES. This Agreement shall be binding upon and shall ensure to the benefit of successors and assigns of EMS and PARTICIPATING MUNICIPALITIES, including any merged or consolidated entity of which any may become a part.

11.2 No Third- Party Beneficiaries. No person or entity, apart from PARTICIPATING MUNICIPALITIES and EMS as public or corporate entities, is intended to be nor is, in fact, a beneficiary entitled to enforce, use or rely upon this Agreement for any reason or any legal proceeding.

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IN WITNESS WHEREOF, the parties have executed this ~~agreement~~Agreement.

EMS

SPARROW EATON HOSPITAL

By: _____

Printed Name: Kira M. Carter-
Robertson

Title: Senior Vice President Affiliate Operations of
Sparrow Health System, as the sole Member
Of Sparrow Eaton Hospital

Date: _____

AURELIUS TOWNSHIP

By: _____

Printed Name: _____

Date: _____

BELLEVUE TOWNSHIP

By: _____

BROOKFIELD TOWNSHIP

By: _____

Printed Name: _____

Date: _____

CARMEL TOWNSHIP

By: _____

Printed Name: _____

Date: _____

CITY OF CHARLOTTE

By: _____

Printed Name: _____

Date: _____

CITY OF OLIVET

By: _____

Printed Name: _____

Date: _____

**~~EATON-~~
RAPIDS TOWNSHIP**

By: _____

Printed Name: _____

Date: _____

HAMLIN TOWNSHIP

By: _____

Printed Name: _____

Date: _____

SUNFIELD TOWNSHIP

By: _____

Printed Name: _____

Date: _____

Printed Name: _____

Date: _____

CHESTER TOWNSHIP

By: _____

Printed Name: _____

Date: _____

CITY OF EATON RAPIDS

By: _____

Printed Name: _____

Date: _____

WALTON TOWNSHIP

By: _____

Printed Name: _____

Date: _____

EATON TOWNSHIP

By: _____

Printed Name: _____

Date: _____

KALAMO TOWNSHIP

By: _____

Printed Name: _____

Date: _____

VERMONTVILLE TOWNSHIP

By: _____

Printed Name: _____

Date: _____

DRAFT

SUNFIELD TOWNSHIP

By: _____

Printed Name: _____

Date: _____

VERMONTVILLE TOWNSHIP

By: _____

Printed Name: _____

Date: _____

s:\Administration\Legal Counsel\Eaton Area Medical Services\2021-2024 EAEMS contract final\February 11, 2021

DRAFT

AGREEMENT FOR AMBULANCE SERVICES FOR MUNICIPALITY RESIDENTS

THIS AGREEMENT is made the first day of January, 2024 between BELLEVUE TOWNSHIP, BROOKFIELD TOWNSHIP, CARMEL TOWNSHIP, CITY OF CHARLOTTE, CITY OF EATON RAPIDS, CITY OF OLIVET, CHESTER TOWNSHIP, EATON RAPIDS TOWNSHIP, EATON TOWNSHIP, HAMLIN TOWNSHIP, KALAMO TOWNSHIP, SUNFIELD TOWNSHIP, VERMONTVILLE TOWNSHIP, WALTON TOWNSHIP, Municipal Corporations within Eaton County, Michigan (collectively, the "PARTICIPATING MUNICIPALITIES" and each a "PARTICIPATING MUNICIPALITY"), and the EATON AREA EMERGENCY MEDICAL SERVICES, a department of Sparrow Eaton Hospital, a Michigan non-profit corporation, (hereinafter "EMS"). The PARTICIPATING MUNICIPALITIES and EMS are sometimes collectively referred to in this Agreement as the "PARTIES" or individually as a "PARTY".

WHEREAS, the PARTICIPATING MUNICIPALITIES wish to assure that the residents and visitors of their communities have access to prompt and effective emergency medical services (ambulance service), and;

WHEREAS, EMS is duly licensed under the laws of the State of Michigan to provide Ambulance Services, is prepared to undertake, and faithfully respond to, all requests for Ambulance Service made by residents of the PARTICIPATING MUNICIPALITIES, and other persons in need of service within the boundaries of the PARTICIPATING MUNICIPALITIES.

NOW, THEREFORE, in consideration of the mutual covenants herein made, it is understood and agreed as follows:

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EMS shall provide Ambulance Services for the use and benefit of residents of the PARTICIPATING MUNICIPALITIES, and other persons in need of service within the geographical boundaries of the PARTICIPATING MUNICIPALITIES consistent with the following.

1.1 Operate, staff, maintain and equip ambulances. EMS shall provide:

- 1.1-1 ~~One (1)~~Two (2) licensed Advance Life Support (ALS) ambulances twenty-four (24) hours per day, 365 days per year.
- 1.1-2 ~~Additional~~A third and / or fourth licensed ALS or Basic Life Support (BLS) ambulance available and staffed to meet the demand for ambulance service, hours will vary in accordance with requests for ambulance service.

1.2 Maintain and equip back up ambulances: Consistent with State and Federal

regulations provide two (2) back-up BLS/ALS ambulances that will be available to replace an ALS ambulance, listed in 1.1 above, that is taken out of service for mechanical/repair issues. EMS may staff and operate these back-up ambulances when EMS personnel are available and requests for ambulance service exceeds the capacity of the number of ambulances listed in 1.1 above.

1.3 Response to Needs. Respond to all requests made by persons in need of services within the geographical boundaries of the PARTICIPATING MUNICIPALITIES, including any Police and Fire Agencies of the PARTICIPATING MUNICIPALITIES, as fully and promptly as reasonably possible and without regard to ability to pay.

1.4 Operational Report. By February of each year (or such later time as a majority of the PARTICIPATING MUNICIPALITIES request) present an operational report at an annual meeting with the PARTICIPATING MUNICIPALITIES.

1.5 Mutual Aid Agreements. Establish and maintain mutual aid agreement(s) with ambulance agencies operating in areas bordering EMS's response area, to facilitate emergency medical response support at such times when EMS has received more requests for ambulance service than it can timely fulfill.

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1.7 EMS Payment from Users. Except for payments made under this Agreement and any separate payment a PARTICIPATING MUNICIPALITY may choose to make on behalf of its residents, EMS shall look solely to charges from ambulance users and their insurers to cover the expenses of the operation of EMS' ambulance service. MUNICIPALITIES are not obligated to reimburse EMS for any losses from the operation of the ambulance service other than payments made under this Agreement.

1.78 Use of Payments. Use payments received by EMS from the PARTICIPATING MUNICIPALITIES only for the operations of, improvement and maintenance of equipment/software used exclusively by EMS to provide ambulance service within the boundaries of the PARTICIPATING MUNICIPALITIES or for authorized mutual aid.

1.89 Statistical Reports. When requested provide PARTICIPATING MUNICIPALITIES monthly/quarterly statistical reports, available from Eaton County Central Dispatch (ECCD), related to: total number of runs, number of runs within each municipality, enroute and response time, number of mutual aid responses into EAEMS service area, and other

reports which become available from ECCD or EAEMS that provide information related to the efficiency of ambulance coverage plans.

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II. PARTICIPATING MUNICIPALITIES DUTIES.

For in consideration of the duties to be performed by EMS the PARTICIPATING MUNICIPALITIES shall jointly and individually do the following:

2.1 Designation of EMS. Designate in writing to Eaton County Central Dispatch that EMS is the designated EMS provider of the PARTICIPATING MUNICIPALITY for all emergency medical service requests received from their jurisdictions.

2.2 Annual Payment Obligation. Make individual annual payment to EMS as described herein to fund the operations and equipment purchases needed to effectively operate EMS. Invoices for each payment shall be issued by EMS as follows: for January 1 through June 30, 2024 (6-month amount) due the first week of January 2024; for July 1 through December 31, 2024 (6-month amount) due the first week of July 2024 and thereafter due annually the first week of July/January. The fee shall be the total of the applicable stand by fee based on population plus a prorated portion of a Two Hundred Thousand and 00/100 Dollars (\$200,000.00) fee paid based on the designated percentage of the overall EMS area population listed below.

	<u>Tier</u>	<u>Population Percentage</u>
<u>Bellevue Township</u>	<u>Tier 4</u>	<u>4.5%</u>
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The annual payment amount described above (both the stand-by fee and the population-based fee) will increase each year of the Agreement in the amount of five percent (5%) over the prior year.

Payments shall be due within 60 days of invoice by EMS. Interest shall accrue and be paid to EMS at a rate of five percent (5%) simple interest on the amount of any payment that is delinquent from the time it was initially due until it is actually paid.

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Other municipal corporations, not now PARTICIPATING MUNICIPALITIES, shall be entitled to arrange for ambulance service on behalf of their residents from EMS by signing this Agreement and taking on the responsibilities of a PARTICIPATING MUNICIPALITY under this Agreement, including making payment towards the equipment acquisition. The payment obligation of a new PARTICIPATING MUNICIPALITY shall be equal to the payment made by the current PARTICIPATING MUNICIPALITY with the closest population base served by EMS under this Agreement. If a new PARTICIPATING MUNICIPALITY requests that only a portion of their township is to be included in this Agreement that

Township's payment will be pro-rated based on the number of sections included in this Agreement.

IV. PROCEDURES IN THE EVENT OF APPARENT BREACH.

4.1 Breach by a PARTICIPATING MUNICIPALITY. In the event that EMS reasonably believes that one or more PARTICIPATING MUNICIPALITIES are in breach of this Agreement, EMS shall notify each such PARTICIPATING MUNICIPALITY in writing, describing the apparent breach and if correctable how it can be corrected or if it is not correctable what alternative remedy would be acceptable to EMS. The affected PARTICIPATING MUNICIPALITIES shall have thirty (30) days in which to correct such apparent breach or to offer an alternative remedy. Should EMS determine that said breach is not adequately resolved by PARTICIPATING MUNICIPALITY'S corrective action or remedy, EMS will request a review panel be established by the PARTIES to this Agreement, to render a binding judgment regarding compliance with the terms and intent of this Agreement.

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4.3 Review Panel Procedures. For purposes of Sections 4.1 and 4.2 above, the review panel will consist of: two (2) individuals who serve on Sparrow Eaton Hospital's Board of Directors and, if possible, have not previously been involved in the dispute, selected by EMS; two (2) individuals who are representatives of PARTICIPATING MUNICIPALITIES selected by the affected PARTICIPATING MUNICIPALITIES from other PARTICIPATING MUNICIPALITIES not involved in the dispute; and one (1) person mutually agreed to by the other members of the review panel to facilitate the review process and vote in the event of deadlock of the other members. All Parties expressly covenant and agree to be bound by the decision of a majority of this review panel, and accept any decision as a final determination, except a decision based on provable fraud or a decision requiring a Party to pay or expend more money than it would be obliged to

pay under the terms of this Agreement. Any disagreement of the review panel on the selection of the fifth member may be resolved, and any binding decision of the review panel may be enforced, by the Eaton County Circuit Court to which all Parties acknowledge jurisdiction for such purpose.

V. LEGAL RELATIONSHIP, INSURANCE, AND INDEMNITY.

5.1 Legal Relationship of the Parties. The legal relationship of the Parties to each other shall be that of independent contractor. The employees of any Party shall not be considered an agent or employee of the other Party for any purpose.

5.2 Liability Insurance of EMS. EMS shall acquire and maintain during the term, and thereafter, extending through the term of this Agreement, liability insurance covering services provided by EMS of the following types and limits:

5.2-1 No fault and automobile liability insurance having a combined single limit of \$1,000,000 per person and accident;

5.2-2 Professional liability insurance having limits of at least \$1,000,000 per occurrence, claim or incident and \$3,000,000 annual aggregate;

5.2-3 General liability insurance having limits of at least \$1,000,000 per occurrence, claim or incident and \$3,000,000 annual aggregate.

5.2-4 Worker's Compensation Insurance as required by State statute.

5.3 Limited Indemnity Obligation of PARTICIPATING MUNICIPALITIES. Each PARTICIPATING MUNICIPALITY shall indemnify and hold harmless EMS and all other PARTICIPATING MUNICIPALITIES for any cost or expense any of them may incur as result of the PARTICIPATING MUNICIPALITY failing to comply with its obligations under this Agreement, including legal and other costs associated with collection of allocated amounts of equipment costs not timely paid by the PARTICIPATING MUNICIPALITY.

5.4 EMS Indemnity Obligation. EMS agrees to indemnify and hold harmless any PARTICIPATING MUNICIPALITY which is in full compliance with this Agreement against claims or damages arising directly out of an error or omission by EMS in the performance of its duties and obligations under this Agreement. In this respect, the following procedures shall apply:

5.4-1 The PARTICIPATING MUNICIPALITY seeking indemnity (the "Indemnatee") shall promptly, and in writing, notify EMS of any claim made against it by any third party as to which it intends to seek indemnification under this Agreement, and shall take action as may be necessary to avoid default or other adverse consequences until such time as EMS has provided written notice that it will assume the defense of the claim, which shall be provided not more than thirty (30) days following receipt of written notice of the claim.

5.4-2 In any claim wherein EMS shall have an obligation to defend under this Agreement, EMS shall have the right to select counsel and to control such defense, provided, however, that the Indemnatee shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to oversee, and if deemed necessary by the Indemnatee assist in, the handling of such claim. The Indemnatee shall provide cooperation and participation of its personnel as required for such defense at the cost and expense of EMS.

VI. TERM AND TERMINATION OF THIS AGREEMENT.

6.1 Term. This Agreement shall be deemed to have commenced on January 1, 2024, and shall continue until December 31, 2028, unless earlier terminated as provided below:

6.1-1 By mutual agreement of all the PARTIES;

6.1-2 By EMS or all the PARTICIPATING MUNICIPALITIES without assignment of cause or reason upon ninety (90) days prior written notice by all the PARTICIPATING MUNICIPALITIES to EMS or by EMS to all the PARTICIPATING MUNICIPALITIES.

6.1-3 By a PARTICIPATING MUNICIPALITY without assignment of cause or reason upon ninety (90) days prior written notice to the other PARTICIPATING MUNICIPALITIES and EMS.

6.2 Termination of a PARTY for Cause. In addition, any PARTY may be terminated at the request of any other PARTY for cause. For this purpose, "cause" is defined as the PARTY to be terminated being unable or unwilling to submit to a review panel hearing as required or to comply with the recommendations of a review panel, constituted in accordance with Section 4 and one or more other parties other PARTY. Unless the underlying reason is non-payment of an equipment payment, in which event EMS may terminate a PARTICIPATING MUNICIPALITY unilaterally after the processes of Article IV have been exhausted, the termination shall not be effective until a majority of the PARTIES, excluding the PARTY(IES) affected, agree or acquiesce to the termination.

6.3 Obligations after Termination. Notwithstanding the termination of this Agreement or a PARTY, the PARTIES shall be required to carry out any provisions hereof which contemplate performance by them subsequent to such termination; and such termination shall not affect any liability or any other obligation which may have accrued prior to such termination.

VII. NOTICES.

Any notice, offer, demand, or communication required or permitted to be given under any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the PARTY to whom the same is directed or if sent, by registered or certified mail, postage and charges prepaid, addressed to the address of the PARTY set forth below. Except as otherwise expressly provided in this Agreement, any such notice shall be deemed to be given on the date on which the same is deposited in a regularly maintained receptacle for the deposit of United States mail, addressed as provided in the immediately preceding sentence. Any PARTY may change its address for the purposes of this Agreement by giving the other notice thereof in the manner herein before provided for the giving of notice.

Unless otherwise required by the Agreement, notices under this Agreement shall be directed to the following:

Supervisor	Supervisor	Supervisor
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Walton Township 6933 S. Stine Rd Olivet, MI 49076	Bellevue Township 115 N. Main Street Bellevue, MI 49021	Brookfield Township 808 E. Five Point Hwy. Charlotte, MI 48813
Supervisor Carmel Township 661 Beech Hwy. Charlotte, MI 48813	Supervisor Chester Township 3425 W. Gresham Hwy. Charlotte, MI 48813	Manager City of Charlotte 111 East Lawrence Charlotte, MI 48813
Manager City of Eaton Rapids 200 S. Main Street Eaton Rapids, MI 48827	Mayor City of Olivet PO Box 367 Olivet, MI 49076	Supervisor Sunfield Township PO Box 68 Sunfield, MI 48890
Supervisor Eaton Rapids Township 2512 S. Canal Rd. Eaton Rapids, MI 48827	Supervisor Eaton Township 3981 E. Clinton Trail Charlotte, MI 48813	Supervisor Hamlin Township 6463 S. Clinton Trail Eaton Rapids, MI 48827
President Sparrow Eaton Hospital 321 East Harris Street Charlotte, MI 48813	Supervisor Kalamo Township 8940 Spore Hwy. Vermontville, MI 49096	Supervisor Vermontville Township P.O. Box 215 Vermontville, MI 49096

VIII. INTERPRETATION, SEVERABILITY AND COMPLIANCE.

8.1 Interpretation and Severability. This Agreement shall be construed and applied in such manner as to minimize unenforceability of any provision. In the event that any provision of this Agreement, in whole or in part (or the application of any provision to a specific situation), is held to be invalid or unenforceable, if possible, such provision shall be deemed rewritten and revised in a manner which eliminates the offending language but maintains the overall intent, in context, of this Agreement. However, if that is not possible, the offending language shall be deemed removed, with this Agreement otherwise remaining in full force and effect, so long as doing so would not result in substantial unfairness or injustice to any of the Parties.

8.2 Compliance With Other Contracts and Laws. It is believed and intended by the PARTIES, and their advisors that all transactions contemplated herein are fully legal and proper based on their current understanding of the law and contracts with third party payors. However, when it may be necessary so as to comply with applicable law and requirements of third parties or any other entity governing or regulating health facilities, third-party payment programs and alternative delivery systems in which EMS participates or applicable to the provision of ambulance services, the PARTIES shall enter into further agreements which may modify the terms of this Agreement. The PARTIES shall negotiate in good faith such further agreements as may be necessary or desirable to modify the terms of this Agreement. In addition, no PARTIES shall use the provisions of this section to its unfair advantage in relation to the other.

IX. GOVERNING LAW.

9.1 This Agreement shall be construed and enforced in accordance with, and governed by, the law and decisions of the State of Michigan.

X. ENTIRE AGREEMENT.

10.1 This Agreement constitutes the entire agreement of the PARTIES. All prior agreements between the PARTIES, whether written or oral, are merged herein and shall be of no force or effect. This Agreement cannot be changed, modified, or discharged orally, but only by an agreement in writing, signed by the PARTIES or PARTY against whom enforcement of the charge, modification or discharge is sought. The selection headings used herein are for convenience only and shall not be used in the construction or interpretation of this Agreement.

XI. ASSIGNMENTS AND BENEFICIARY.

11.1 No Assignments. PARTICIPATING MUNICIPALITIES and EMS shall not assign any of their rights, powers, duties and obligations under this Agreement without the receipt of prior written consent of all PARTIES. This Agreement shall be binding upon and shall ensure to the benefit of successors and assigns of EMS and PARTICIPATING MUNICIPALITIES, including any merged or consolidated entity of which any may become a part.

11.2 No Third Party Beneficiaries. No person or entity, apart from PARTICIPATING MUNICIPALITIES and EMS as public or corporate entities, is intended to be nor is, in fact, a beneficiary entitled to enforce, use or rely upon this Agreement for any reason or any legal proceeding.

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IN WITNESS WHEREOF, the parties have executed this Agreement.

EMS

SPARROW EATON HOSPITAL

By: _____

Printed Name: _____

Date: _____

BELLEVUE TOWNSHIP

By: _____

Printed Name: _____

Date: _____

CARMEL TOWNSHIP

By: _____

Printed Name: _____

BROOKFIELD TOWNSHIP

By: _____

Printed Name: _____

Date: _____

CHESTER TOWNSHIP

By: _____

Printed Name: _____

Date: _____

CITY OF CHARLOTTE

By: _____

Printed Name: _____

Date: _____

CITY OF OLIVET

By: _____

Printed Name: _____

Date: _____

RAPIDS TOWNSHIP

By: _____

Printed Name: _____

Date: _____

HAMLIN TOWNSHIP

By: _____

Printed Name: _____

Date: _____

SUNFIELD TOWNSHIP

By: _____

Printed Name: _____

Date: _____

Date: _____

CITY OF EATON RAPIDS

By: _____

Printed Name: _____

Date: _____

WALTON TOWNSHIP

By: _____

Printed Name: _____

Date: _____

EATON TOWNSHIP

By: _____

Printed Name: _____

Date: _____

KALAMO TOWNSHIP

By: _____

Printed Name: _____

Date: _____

VERMONTVILLE TOWNSHIP

By: _____

Printed Name: _____

Date: _____

AGREEMENT FOR AMBULANCE SERVICES FOR MUNICIPALITY RESIDENTS

THIS AGREEMENT is made the first day of January, 2024 between BELLEVUE TOWNSHIP, BROOKFIELD TOWNSHIP, CARMEL TOWNSHIP, CITY OF CHARLOTTE, CITY OF EATON RAPIDS, CITY OF OLIVET, CHESTER TOWNSHIP, EATON RAPIDS TOWNSHIP, EATON TOWNSHIP, HAMLIN TOWNSHIP, KALAMO TOWNSHIP, SUNFIELD TOWNSHIP, VERMONTVILLE TOWNSHIP, WALTON TOWNSHIP, Municipal Corporations within Eaton County, Michigan (collectively, the "PARTICIPATING MUNICIPALITIES" and each a "PARTICIPATING MUNICIPALITY"), and the EATON AREA EMERGENCY MEDICAL SERVICES, a department of Sparrow Eaton Hospital, a Michigan non-profit corporation, (hereinafter "EMS"). The PARTICIPATING MUNICIPALITIES and EMS are sometimes collectively referred to in this Agreement as the "PARTIES" or individually as a "PARTY".

WHEREAS, the PARTICIPATING MUNICIPALITIES wish to assure that the residents and visitors of their communities have access to prompt and effective emergency medical services (ambulance service), and;

WHEREAS, EMS is duly licensed under the laws of the State of Michigan to provide Ambulance Services, is prepared to undertake, and faithfully respond to, all requests for Ambulance Service made by residents of the PARTICIPATING MUNICIPALITIES, and other persons in need of service within the boundaries of the PARTICIPATING MUNICIPALITIES.

NOW, THEREFORE, in consideration of the mutual covenants herein made, it is understood and agreed as follows:

I. EMS DUTIES.

EMS shall provide Ambulance Services for the use and benefit of residents of the PARTICIPATING MUNICIPALITIES, and other persons in need of service within the geographical boundaries of the PARTICIPATING MUNICIPALITIES consistent with the following.

- 1.1 Operate, staff, maintain and equip ambulances. EMS shall provide:
 - 1.1-1 Two (2) licensed Advance Life Support (ALS) ambulances twenty-four (24) hours per day, 365 days per year.
 - 1.1-2 A third and / or fourth licensed ALS or Basic Life Support (BLS) ambulance available and staffed to meet the demand for ambulance service, hours will vary in accordance with requests for ambulance service.
- 1.2 Maintain and equip back up ambulances: Consistent with State and Federal

regulations provide two (2) back-up BLS/ALS ambulances that will be available to replace an ALS ambulance, listed in 1.1 above, that is taken out of service for mechanical/repair issues. EMS may staff and operate these back-up ambulances when EMS personnel are available and requests for ambulance service exceeds the capacity of the number of ambulances listed in 1.1 above.

1.3 Response to Needs. Respond to all requests made by persons in need of services within the geographical boundaries of the PARTICIPATING MUNICIPALITIES, including any Police and Fire Agencies of the PARTICIPATING MUNICIPALITIES, as fully and promptly as reasonably possible and without regard to ability to pay.

1.4 Operational Report. By February of each year (or such later time as a majority of the PARTICIPATING MUNICIPALITIES request) present an operational report at an annual meeting with the PARTICIPATING MUNICIPALITIES.

1.5 Mutual Aid Agreements. Establish and maintain mutual aid agreement(s) with ambulance agencies operating in areas bordering EMS's response area, to facilitate emergency medical response support at such times when EMS has received more requests for ambulance service than it can timely fulfill.

1.6 Dispatch. Arrange with Eaton County Central Dispatch for the receipt and dispatch of ambulance calls in an effective and efficient manner. The closest available EAEMS ambulance will be dispatched to emergency/911 calls. Vehicles will be moved to central locations in order to provide prompt response time coverage to the greatest number of residents within the service area.

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IV. PROCEDURES IN THE EVENT OF APPARENT BREACH.

4.1 Breach by a PARTICIPATING MUNICIPALITY. In the event that EMS reasonably believes that one or more PARTICIPATING MUNICIPALITIES are in breach of this Agreement, EMS shall notify each such PARTICIPATING MUNICIPALITY in writing, describing the apparent breach and if correctable how it can be corrected or if it is not correctable what alternative remedy would be acceptable to EMS. The affected PARTICIPATING MUNICIPALITIES shall have thirty (30) days in which to correct such apparent breach or to offer an alternative remedy. Should EMS determine that said breach is not adequately resolved by PARTICIPATING MUNICIPALITY'S corrective action or remedy, EMS will request a review panel be established by the PARTIES to this Agreement, to render a binding judgment regarding compliance with the terms and intent of this Agreement.

4.2 Breach by EMS. In the event that one or more PARTICIPATING MUNICIPALITIES reasonably believes that EMS is in breach of this Agreement, the affected PARTICIPATING MUNICIPALITIES shall notify each EMS in writing, describing the apparent breach and, if correctable, how it can be corrected or, if it is not correctable, what alternative remedy would be acceptable to PARTICIPATING MUNICIPALITIES. EMS shall have thirty (30) days in which to correct such breach or offer an alternative remedy. Should such PARTICIPATING MUNICIPALITIES determine that the apparent breach is not adequately resolved by EMS' corrective action or remedy, such PARTICIPATING MUNICIPALITIES shall request a review panel be established by the PARTIES to this Agreement, to render a binding judgment regarding compliance with the terms and intent of this Agreement. Notwithstanding the foregoing, a PARTICIPATING MUNICIPALITY which has not paid its allocation of equipment expenses shall have no right to invoke the foregoing procedures or terminate its obligations under this Agreement pursuant to any other provision.

4.3 Review Panel Procedures. For purposes of Sections 4.1 and 4.2 above, the review panel will consist of: two (2) individuals who serve on Sparrow Eaton Hospital's Board of Directors and, if possible, have not previously been involved in the dispute, selected by EMS; two (2) individuals who are representatives of PARTICIPATING MUNICIPALITIES selected by the affected PARTICIPATING MUNICIPALITIES from other PARTICIPATING MUNICIPALITIES not involved in the dispute; and one (1) person mutually agreed to by the other members of the review panel to facilitate the review process and vote in the event of deadlock of the other members. All Parties expressly covenant and agree to be bound by the decision of a majority of this review panel, and accept any decision as a final determination, except a decision based on provable fraud or a decision requiring a Party to pay or expend more money than it would be obliged to

pay under the terms of this Agreement. Any disagreement of the review panel on the selection of the fifth member may be resolved, and any binding decision of the review panel may be enforced, by the Eaton County Circuit Court to which all Parties acknowledge jurisdiction for such purpose.

V. LEGAL RELATIONSHIP, INSURANCE, AND INDEMNITY.

5.1 Legal Relationship of the Parties. The legal relationship of the Parties to each other shall be that of independent contractor. The employees of any Party shall not be considered an agent or employee of the other Party for any purpose.

5.2 Liability Insurance of EMS. EMS shall acquire and maintain during the term, and thereafter, extending through the term of this Agreement, liability insurance covering services provided by EMS of the following types and limits:

5.2-1 No fault and automobile liability insurance having a combined single limit of \$1,000,000 per person and accident;

5.2-2 Professional liability insurance having limits of at least \$1,000,000 per occurrence, claim or incident and \$3,000,000 annual aggregate;

5.2-3 General liability insurance having limits of at least \$1,000,000 per occurrence, claim or incident and \$3,000,000 annual aggregate.

5.2-4 Worker's Compensation Insurance as required by State statute.

5.3 Limited Indemnity Obligation of PARTICIPATING MUNICIPALITIES. Each PARTICIPATING MUNICIPALITY shall indemnify and hold harmless EMS and all other PARTICIPATING MUNICIPALITIES for any cost or expense any of them may incur as result of the PARTICIPATING MUNICIPALITY failing to comply with its obligations under this Agreement, including legal and other costs associated with collection of allocated amounts of equipment costs not timely paid by the PARTICIPATING MUNICIPALITY.

5.4 EMS Indemnity Obligation. EMS agrees to indemnify and hold harmless any PARTICIPATING MUNICIPALITY which is in full compliance with this Agreement against claims or damages arising directly out of an error or omission by EMS in the performance of its duties and obligations under this Agreement. In this respect, the following procedures shall apply:

5.4-1 The PARTICIPATING MUNICIPALITY seeking indemnity (the "Indemnatee") shall promptly, and in writing, notify EMS of any claim made against it by any third party as to which it intends to seek indemnification under this Agreement, and shall take action as may be necessary to avoid default or other adverse consequences until such time as EMS has provided written notice that it will assume the defense of the claim, which shall be provided not more than thirty (30) days following receipt of written notice of the claim.

5.4-2 In any claim wherein EMS shall have an obligation to defend under this Agreement, EMS shall have the right to select counsel and to control such defense, provided, however, that the Indemnatee shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to oversee, and if deemed necessary by the Indemnatee assist in, the handling of such claim. The Indemnatee shall provide cooperation and participation of its personnel as required for such defense at the cost and expense of EMS.

VI. TERM AND TERMINATION OF THIS AGREEMENT.

6.1 Term. This Agreement shall be deemed to have commenced on January 1, 2024, and shall continue until December 31, 2028, unless earlier terminated as provided below:

6.1-1 By mutual agreement of all the PARTIES;

6.1-2 By EMS or all the PARTICIPATING MUNICIPALITIES without assignment of cause or reason upon ninety (90) days prior written notice by all the PARTICIPATING MUNICIPALITIES to EMS or by EMS to all the PARTICIPATING MUNICIPALITIES.

6.1-3 By a PARTICIPATING MUNICIPALITY without assignment of cause or reason upon ninety (90) days prior written notice to the other PARTICIPATING MUNICIPALITIES and EMS.

6.2 Termination of a PARTY for Cause. In addition, any PARTY may be terminated at the request of any other PARTY for cause. For this purpose, "cause" is defined as the PARTY to be terminated being unable or unwilling to submit to a review panel hearing as required or to comply with the recommendations of a review panel, constituted in accordance with Section 4 and one or more other parties other PARTY. Unless the underlying reason is non-payment of an equipment payment, in which event EMS may terminate a PARTICIPATING MUNICIPALITY unilaterally after the processes of Article IV have been exhausted, the termination shall not be effective until a majority of the PARTIES, excluding the PARTY(IES) affected, agree or acquiesce to the termination.

6.3 Obligations after Termination. Notwithstanding the termination of this Agreement or a PARTY, the PARTIES shall be required to carry out any provisions hereof which contemplate performance by them subsequent to such termination; and such termination shall not affect any liability or any other obligation which may have accrued prior to such termination.

VII. NOTICES.

Any notice, offer, demand, or communication required or permitted to be given under any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the PARTY to whom the same is directed or if sent, by registered or certified mail, postage and charges prepaid, addressed to the address of the PARTY set forth below. Except as otherwise expressly provided in this Agreement, any such notice shall be deemed to be given on the date on which the same is deposited in a regularly maintained receptacle for the deposit of United States mail, addressed as provided in the immediately preceding sentence. Any PARTY may change its address for the purposes of this Agreement by giving the other notice thereof in the manner herein before provided for the giving of notice.

Unless otherwise required by the Agreement, notices under this Agreement shall be directed to the following:

Supervisor	Supervisor	Supervisor
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Walton Township 6933 S. Stine Rd Olivet, MI 49076	Bellevue Township 115 N. Main Street Bellevue, MI 49021	Brookfield Township 808 E. Five Point Hwy. Charlotte, MI 48813
Supervisor Carmel Township 661 Beech Hwy. Charlotte, MI 48813	Supervisor Chester Township 3425 W. Gresham Hwy. Charlotte, MI 48813	Manager City of Charlotte 111 East Lawrence Charlotte, MI 48813
Manager City of Eaton Rapids 200 S. Main Street Eaton Rapids, MI 48827	Mayor City of Olivet PO Box 367 Olivet, MI 49076	Supervisor Sunfield Township PO Box 68 Sunfield, MI 48890
Supervisor Eaton Rapids Township 2512 S. Canal Rd. Eaton Rapids, MI 48827	Supervisor Eaton Township 3981 E. Clinton Trail Charlotte, MI 48813	Supervisor Hamlin Township 6463 S. Clinton Trail Eaton Rapids, MI 48827
President Sparrow Eaton Hospital 321 East Harris Street Charlotte, MI 48813	Supervisor Kalama Township 8940 Spore Hwy. Vermontville, MI 49096	Supervisor Vermontville Township P.O. Box 215 Vermontville, MI 49096

VIII. INTERPRETATION, SEVERABILITY AND COMPLIANCE.

8.1 Interpretation and Severability. This Agreement shall be construed and applied in such manner as to minimize unenforceability of any provision. In the event that any provision of this Agreement, in whole or in part (or the application of any provision to a specific situation), is held to be invalid or unenforceable, if possible, such provision shall be deemed rewritten and revised in a manner which eliminates the offending language but maintains the overall intent, in context, of this Agreement. However, if that is not possible, the offending language shall be deemed removed, with this Agreement otherwise remaining in full force and effect, so long as doing so would not result in substantial unfairness or injustice to any of the Parties.

8.2 Compliance With Other Contracts and Laws. It is believed and intended by the PARTIES, and their advisors that all transactions contemplated herein are fully legal and proper based on their current understanding of the law and contracts with third party payors. However, when it may be necessary so as to comply with applicable law and requirements of third parties or any other entity governing or regulating health facilities, third-party payment programs and alternative delivery systems in which EMS participates or applicable to the provision of ambulance services, the PARTIES shall enter into further agreements which may modify the terms of this Agreement. The PARTIES shall negotiate in good faith such further agreements as may be necessary or desirable to modify the terms of this Agreement. In addition, no PARTIES shall use the provisions of this section to its unfair advantage in relation to the other.

IX. GOVERNING LAW.

9.1 This Agreement shall be construed and enforced in accordance with, and governed by, the law and decisions of the State of Michigan.

X. ENTIRE AGREEMENT.

10.1 This Agreement constitutes the entire agreement of the PARTIES. All prior agreements between the PARTIES, whether written or oral, are merged herein and shall be of no force or effect. This Agreement cannot be changed, modified, or discharged orally, but only by an agreement in writing, signed by the PARTIES or PARTY against whom enforcement of the charge, modification or discharge is sought. The selection headings used herein are for convenience only and shall not be used in the construction or interpretation of this Agreement.

XI. ASSIGNMENTS AND BENEFICIARY.

11.1 No Assignments. PARTICIPATING MUNICIPALITIES and EMS shall not assign any of their rights, powers, duties and obligations under this Agreement without the receipt of prior written consent of all PARTIES. This Agreement shall be binding upon and shall ensure to the benefit of successors and assigns of EMS and PARTICIPATING MUNICIPALITIES, including any merged or consolidated entity of which any may become a part.

11.2 No Third Party Beneficiaries. No person or entity, apart from PARTICIPATING MUNICIPALITIES and EMS as public or corporate entities, is intended to be nor is, in fact, a beneficiary entitled to enforce, use or rely upon this Agreement for any reason or any legal proceeding.

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IN WITNESS WHEREOF, the parties have executed this Agreement.

EMS

SPARROW EATON HOSPITAL

By: _____

Printed Name: _____

Date: _____

BELLEVUE TOWNSHIP

By: _____

Printed Name: _____

Date: _____

CARMEL TOWNSHIP

By: _____

Printed Name: _____

BROOKFIELD TOWNSHIP

By: _____

Printed Name: _____

Date: _____

CHESTER TOWNSHIP

By: _____

Printed Name: _____

Date: _____

CITY OF CHARLOTTE

By: _____

Printed Name: _____

Date: _____

CITY OF OLIVET

By: _____

Printed Name: _____

Date: _____

RAPIDS TOWNSHIP

By: _____

Printed Name: _____

Date: _____

HAMLIN TOWNSHIP

By: _____

Printed Name: _____

Date: _____

SUNFIELD TOWNSHIP

By: _____

Printed Name: _____

Date: _____

Date: _____

CITY OF EATON RAPIDS

By: _____

Printed Name: _____

Date: _____

WALTON TOWNSHIP

By: _____

Printed Name: _____

Date: _____

EATON TOWNSHIP

By: _____

Printed Name: _____

Date: _____

KALAMO TOWNSHIP

By: _____

Printed Name: _____

Date: _____

VERMONTVILLE TOWNSHIP

By: _____

Printed Name: _____

Date: _____

Sparrow Eaton Hospital
Eaton Area EMS Subsidy

	Population	% of Population	Stand-by Fee Tier	Stand-by Fee	Population Allocation	Total Subsidy	Jan - June 2024	July 2024 - December 2024	January 2025 - December 2025	January 2026 - December 2026	January 2027 - December 2027	January 2028 - December 2028
Bellevue	1,892	4.5%	Tier 4	10,000	8,984	18,984	9,492	9,492	19,933	20,930	21,976	23,075
Brookfield	1,467	3.5%	Tier 4	10,000	6,966	16,966	8,483	8,483	17,814	18,705	19,640	20,622
Carmel	2,839	6.7%	Tier 3	15,000	13,481	28,481	14,240	14,240	29,905	31,400	32,970	34,618
Charlotte City	9,229	21.9%	Tier 1	25,000	43,822	68,822	34,411	34,411	72,264	75,877	79,671	83,654
Chester	1,769	4.2%	Tier 4	10,000	8,400	18,400	9,200	9,200	19,320	20,286	21,300	22,365
Eaton Rapids City	5,203	12.4%	Tier 2	20,000	24,706	44,706	22,353	22,353	46,941	49,288	51,752	54,340
Eaton Rapids Township	3,991	9.5%	Tier 3	15,000	18,951	33,951	16,975	16,975	35,648	37,431	39,302	41,267
Eaton	4,007	9.5%	Tier 3	15,000	19,027	34,027	17,013	17,013	35,728	37,514	39,390	41,360
Hamlin	3,227	7.7%	Tier 3	15,000	15,323	30,323	15,161	15,161	31,839	33,431	35,103	36,858
Kalamo	1,765	4.2%	Tier 4	***	5,000	8,381	6,690	6,690	14,050	14,752	15,490	16,264
Olivet City	1,675	4.0%	Tier 2	**	20,000	7,953	13,977	13,977	29,351	30,819	32,360	33,978
Sunfield	1,532	3.6%	Tier 4	10,000	7,274	17,274	8,637	8,637	18,138	19,045	19,997	20,997
Vermontville	1,231	2.9%	Tier 4	10,000	5,845	15,845	7,923	7,923	16,637	17,469	18,343	19,260
Walton	2,293	5.4%	Tier 3	15,000	10,888	25,888	12,944	12,944	27,182	28,541	29,969	31,467
	42,120			\$ 195,000	\$ 200,000	\$ 395,000	\$ 197,500	\$ 197,500	\$ 414,750	\$ 435,488	\$ 457,262	\$ 480,125

Stand-by Fee:

Tier 1 -population over 7,501	25,000
Tier 2 -population between 5,001 - 7,500	20,000
Tier 3 - population between 2,001 - 5,000	15,000
Tier 4 - Population under 2,000	10,000

Population based on 2020 census

** Olivet City in Tier 2 due to college

*** Kalamo Township stand-by fee is 50% since they also use Vermontville

Population - 2020 Township Census

5% Increase in subsidy each year