

CONTRACT
Pittsfield Charter Township

AGREEMENT is made this 1st Day of September, 2020, by Pittsfield Charter Township located at 6201 W. Michigan Avenue, Ann Arbor, MI 48108 and the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107("County").

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES

Whereas, under Michigan law, a county is responsible for undertaking certain animal control duties, including the holding of stray dogs under the Dog Law of 1919 (MCLA 287.261 et seq), impounded animals held for a variety of reasons, including dog bites and animal cruelty or animals ordered by a court to be held as part of a legal proceeding; and

Whereas, for many years, Washtenaw County has contracted with the Humane Society of Huron Valley (HSHV) to provide these animal control services; and

Whereas, for the past six years, those local government entities within Washtenaw County that maintain their animal control ordinances and use HSHV to their ordinance responsibilities have been paying a portion of those HSHV costs; and

Whereas, HSHV has maintained that it would like to recoup those costs and expenses incurred in providing animal control services to the county and local government entities that use its services; and

Whereas, under the proposed contract, the county would act as the lead governmental entity responsible to make the monthly contractual payments to HSHV and ensuring that the local governmental entities pay for their use of HSHV services

ARTICLE II - COMPENSATION

Upon completion of the above services and submission of invoices Pittsfield Charter Township will pay the COUNTY an amount not to exceed eighteen thousand dollars (\$18,000.00)

ARTICLE III - TERM

This contract begins on the date of this agreement and ends on August 31, 2021 *with an option to extend for one (1) additional one (1) year period.*

ARTICLE IV - EQUAL EMPLOYMENT OPPORTUNITY

The County will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The County will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The County agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the County, will state that all qualified applicants will receive

consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE V - EQUAL ACCESS

The County shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE VI - ASSIGNS AND SUCCESSORS

This contract is binding on Pittsfield Charter Township and the County, their successors and assigns. Neither the County nor Pittsfield Charter Township will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE VII - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE VIII - CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by Pittsfield Charter Township and the County, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE IX - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE X - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

ARTICLE XI – ELECTRONIC SIGNATURES

All parties to this contract agree that either electronic or handwritten signatures are acceptable to execute this agreement.

ATTESTED TO:

WASHTENAW COUNTY

By: _____
Lawrence Kestenbaum (DATE)
County Clerk/Register

By: _____
Gregory Dill (DATE)
County Administrator

PITTSFIELD CHARTER TOWNSHIP

APPROVED AS TO FORM BY

By: _____
Authorized Signature (DATE)

By: _____
Michelle K. Billard (DATE)
Office of Corporation Counsel