

MEMORANDUM OF UNDERSTANDING
Between
Charter Township of Meridian
And
the County of Ingham acting on behalf of the Parks Department

This **MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as “**MOU**”) is hereby made and entered into by and between the **CHARTER TOWNSHIP OF MERIDIAN** (hereinafter referred to as the “**Township**”) and the **COUNTY OF INGHAM**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the “**County**”) acting on behalf of the Ingham County Parks Department.

PURPOSE:

The purpose of this MOU is to cooperate with the Township in their efforts to install an oil and grit interceptor downstream of the wash bay to capture runoff before discharging to the new lift station at the Lake Lansing Boat Launch Area.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY MUTUALLY AGREED**, as follows:

- A. Ingham County Parks will:
 - 1. Reimburse Meridian Township not to exceed Ten Thousand and NO/100 Dollars (\$10,000.00) for the installation of an oil and grit interceptor as part of the lift station project at Lake Lansing Boat Launch.
- B. Township will:
 - 1. Install an oil and grit interceptor as part of the lift station project at Lake Lansing Boat Launch.
- C. **LIABILITY.**

All liability to third parties, loss or damaged as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Township in the performance of this MOU shall be the responsibility of the Township and not the responsibility of the County, if the liability, loss or damage is caused by or arises out of the actions or failure to act on the part of the Township, any volunteer, subcontractor, or anyone directly or indirectly employed by the Township. Nothing in this MOU shall be construed as a waiver of any governmental immunity by the Township, its employees, or its agents.

D. NON DISCRIMINATION.

The Township as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment,, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, gender identity or expression, disability or genetic information that is unrelated the individual’s ability to perform the duties of a particular job or position, height with or marital status. The Township shall adhere to all applicable Federal. State and local laws, ordinance, rules and regulations prohibiting discrimination, including, but not limited to the following:

1. The Elliott-Larsen Civil Rights Act, 1976 PA 453 as amended;
2. The Persons With Disabilities Civil Rights Act, 1976 PA 220 as amended
3. Section 504 of the Federal Rehabilitation act 1973, P.L. 93-112.87 Stat 355, and regulations promulgated thereunder: and
4. The Americans with Disabilities Act of 1990, P.L. 101-336. 104 Stat 327, as amended and regulations promulgated thereunder.

Breach of this section shall be regarded a material breach of this MOU. In the event Township is found not to be in compliance with this section, the County may terminate this MOU effective as of the date of delivery of written notification to the Township.

E. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. PRINCIPAL CONTACTS. The principal contacts for this MOU are:

Ingham County Parks Contact	Township Contact
Contact: Tim Morgan, Manager	Contact: Township Manager
Phone: 517-676-2233	Phone:
E-Mail: tmorgan@ingham.org	E-mail

2. COMMENCEMENT/EXPIRATION DATE. This MOU is effective as of the date of last signature and concludes at completion of the lift station and reimbursement.
3. COMPLETE AGREEMENT. This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
4. SEVERABILITY. If any of this Agreement is found by a Court or Tribunal of competent jurisdiction to be invalid, unconstitutional or beyond the authority of either party to enter into or carry out, such part shall be deemed deleted and shall not affect the

validity of the remainder of this Agreement which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found invalid, unconstitutional or beyond the authority of the parties.

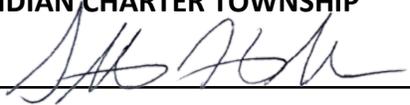
5. GOVERNING LAW. This Agreement shall be interpreted under the laws of the State of Michigan.
6. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT. The people signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign on behalf of said parties and that this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

COUNTY OF INGHAM

By: _____
Ryan Sebolt, Chairperson
Ingham County Board of Commissioners

MERIDIAN CHARTER TOWNSHIP

By: 
Scott Hendrickson
Supervisor

Date:	Date: 7/11/2024
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APPROVED AS TO FORM
FOR COUNTY OF INGHAM
COHL, STOKER & TOSKEY, P.C.

By: Donald J. Kulhanek 6/17/2024

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