1. Council Meeting Agenda

    Documents:

        1-29-19 FINAL SPECIAL AND GOAL SETTING AGENDA.PDF

2. Council Meeting Packet

    Documents:

        JANUARY 29, 2019 COUNCIL SPECIAL-GOAL SETTING MEETING.PDF

City of Ypsilanti
City Council Special and Goal Setting Agenda
Tuesday, January 29, 2019
7:00 – 10:00 p.m.
City Hall Council Chambers - 1 S. Huron Street
Ypsilanti, Michigan 48197

I. CALL TO ORDER –

II. ROLL CALL –

Council Member Brown	P A	Council Member Symanns	P A
Council Member Morgan	P A	Council Member Wilcoxen	P A
Council Member Murdock	P A	Mayor Bashert	P A
Mayor Pro-Tem Richardson	P A		

III. INVOCATION -

IV. PLEDGE OF ALLEGIANCE -

"I pledge allegiance to the flag, of the United States of America, and to the Republic for which it stands, one nation, under God, indivisible, with liberty and justice for all."

V. INTRODUCTIONS –

VI. AGENDA APPROVAL –

VII. PRESENTATIONS -

VIII. AUDIENCE PARTICIPATION –

IX. REMARKS FROM THE MAYOR –

X. RESOLUTION/MOTIONS/DISCUSSIONS -

1. *Reconsider* Resolution No. 2019-012, approving Human Resources Department budget amendment.

2. Resolution No. 2019-014, approving the proposal from Plante Moran for temporary services as necessary.

3. Resolution No. 2019-016, authorizing officers and employees to execute all necessary account agreements, certificate of deposit signature cards, and other documents.

XI. REMARKS FROM THE MAYOR –

XII. COMMUNICATIONS –

XIII. GOAL SETTING SESSION -

2019/2020 Goal Setting Discussion- Professor Milner, Facilitator

XIII. REMARKS FROM THE MAYOR –

XIV. <u>ADJOURNMENT</u> –

Resolution No. 2019-017, adjourning City Council Special and Goal Setting meeting.

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REQUEST FOR LEGISLATION

TO: **Mayor and City Council**

FROM: **Rebecca Craigmile, Human Resources Director**

SUBJECT: **Budget adjustment for Contractual Services and Temporary Wages for FY 2018-19**

Date: **January 29, 2019**

SUMMARY & BACKGROUND:

Due to the retirement of Marilou Uy, Finance Director/Treasurer and the resignation of Rheagan Basabica there is a need for interim coverage. Also, due to the volume of pending recruitment there is need for an increase in the contractual services budget. Therefore, attached is the budget amendment worksheet showing the budget amendments to be made for FY 2018/2019 for temporary wages and contractual services.

RECOMMENDED ACTION: Approval of the budget amendments

ATTACHMENTS: Resolution and budget amendment worksheet.

CITY MANAGER APPROVAL: _____

COUNCIL AGENDA DATE: January 29, 2019

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPOVAL: _____

Amended
Resolution No. 2019-012
January 29, 2019

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti budget for FY 2018/2019 included the projected temporary and contractual services and expenditures; and

WHEREAS, the expenditures projected did not project multiple resignations and retirements as well as the need for interim positions; and

WHEREAS, the expenditures needs to be amended in FY 2018/2019; and

NOW, THEREFORE, BE IT RESOLVED that the City Council approves the budget amendments worksheet for FY 2018-2019 as attached.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Human Resources			
Contractual Services	101-7-2700-818-00		
1 FF-resignation	Clinic	$732.00	
	Dr Danuloff	$600.00	
	backround	$1,000.00	*Will need to contract since FC is retired)
	credit check	$25.00	
	Total	$2,357.00	
3-Police Officers-Resgination	Clinic	$1,671.00	
	Dr Danuloff	$1,800.00	
	Background	$0.00	*PD does investagation
	credit check	$75.00	
	Total	$3,546.00	(For 3)
1-Fire Chief-Retirement	Recruitment Asseseme	$5,000.00	
	Clinic	$85.00	
	Background	$18.00	
	credit check	$25.00	
	Total	$5,128.00	
1-Finance Director/Treasurer-Retirement			
	Recruitment Asseseme	$5,000.00	
	Clinic	$85.00	
	Backround	$18.00	
	Credit check	$25.00	
	Total	$5,128.00	
1-Accountant-Created position due to Deputy role	Clinic	$85.00	
	Backround	$18.00	
	Credit check	$25.00	
	Total	$128.00	
1-Deputy Director/Treasurer-Created position	Clinic	$85.00	
	Backround	$18.00	
	Credit check	$25.00	
	Total	$5,231.00	
1-Public Services Director-Recruitment	Recruitment Asseseme	$5,000.00	
	Clinic	$85.00	

	Backround	$18.00	
	Credit check	$25.00	
	Total	$128.00	
1-Equipment Operator-resignation	Clinic	$85.00	
	Backround	$18.00	
	Credit check	$25.00	
	Total	$128.00	
Projected Recruitment Pre-Hire Costs	Dr Danuloff	$600.00	
1-FF, 1 PD, 3 Other (Projection)	Clinic	$1,673.00	
	Background	$1,054.00	
	credit check	$75.00	
	Total	$3,402.00	
	Grand Total	$25,176.00	

Temporary Wages	101-7-2700-707-00		
Cashier-Treasury	Express Employment	$8,355.60	23.21/hr for 3 months
Interim Finance Director/Treasurer	Plante Moran	$48,000.00	16,000 for 3 months (24 hrs per week)
DPS Office Manager (PO created, enough in budget, but wasn't budgeted for)	Express Employment	$12,300.00	25.77/hr for 3 months
	Total	$68,655.60	

CITY OF YPSILANTI, MICHIGAN

BUDGET ADJUSTMENT WORKSHEET

FISCAL YEAR: 2018/2019
FUND:
DEPT: Human Resources
REQUESTED BY: Rebecca Craigmile
DATE: 1/29/2019
AMENDMENT #

ACCT #	ACCT NAME	ADOPTED	AMENDED	REVENUE CHANGE	EXPENDITURE CHANGE	NEW AMENDED REVENUE BUDGET	NEW AMENDED EXPENDITURE BUDGET	REASON
101-7-2700-818-00	Contractual Services				25,176	0	25,176	Multiple positions recruited for, pre hire costs and department head assesment centers. See attached spreadsheet.
						0	0	
101-7-2700-707-00	Temporary Wages				68,656	0	68,656	Multiple interim positions for Finance and one for DPS. See attached spreadsheet.
						0	0	
						0	0	
						0	0	
						0	0	
						0	0	
						0	0	
						0	0	
						0	0	
						0	0	
						0	0	
						0	0	
						0	0	
						0	0	
						0	0	
						0	0	
						0	0	
						0	0	
NET CHANGE IN BUDGET:				0	93,832			

Approved by City Manager: _____ Date: _____

Approved by City Council (if required): _____ Date: _____

REQUEST FOR LEGISLATION

TO: **Mayor and City Council**

FROM: **Rebecca Craigmile, Human Resources Director**

SUBJECT: **Plante Moran Proposal-Interim Finance Director**

Date: **January 29, 2019**

SUMMARY & BACKGROUND:

Due to the retirement of the Finance Director/Treasurer, Marilou Uy and the resignation of Accounting Supervisor, Rheagan Basabica the engagement of temporary services are necessary.

RECOMMENDED ACTION: Approval of the proposal and authorizing the Mayor and City Clerk on behalf of the City to execute.

ATTACHMENTS: Plante Moran Proposal

CITY MANAGER APPROVAL: _____

COUNCIL AGENDA DATE: January 29, 2019

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPOVAL: _____

Amended
Resolution No. 2019-014
January 29, 2019

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti is in need of services due to; and

NOW, THEREFORE, BE IT RESOLVED that the City Council approves the Proposal from Plante Moran dated January 17, 2019. Be it further resolved the Mayor and Clerk is authorized to execute on behalf of the city.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Plante & Moran, PLLC
27400 Northwestern Highway
P.O. Box 307
Southfield, MI 48037-0307
Tel: 248.352.2500
Fax: 248.352.0018
plantemoran.com

January 17, 2019

Mr. Darwin McClary
City Manager
City of Ypsilanti
One South Huron Street
Ypsilanti, MI 48197

Dear Darwin:

Thank you very much for the opportunity to work with you and the City of Ypsilanti.

This letter and the accompanying Professional Services Agreement, which is hereby incorporated as part of this engagement letter, confirms our understanding of the nature, limitations, and terms of the services Plante & Moran, PLLC (PM) will provide to City of Ypsilanti ("the City").

Proposed Scope of Services

As discussed in person at City Hall on January 17, 2019, we will provide temporary accounting service as interim finance director and treasurer for the City. Responsibilities will include:

- Advise the City Manager and City Officials on all financial matters of the City
- Review bank reconciliations for all City bank accounts prepared by City accounting staff
- Monitor the FY 2019 budget. Propose amendments in order to maintain compliance with PA 2 of 1968
- Create the City's budget document and facilitate the budget process for FY 2020. This could include work sessions and presentations to Council.
- Prepare monthly financial reporting to the City Manager and City Council
- Review property tax distribution calculations
- Reconcile property taxes and other collections to the general ledger
- Review the processing of Accounts Payable invoices
- Review the processing of bi-weekly payroll
- Review bank transfers prepared by City employees prior to transmission
- Prepare year-end close of accounting records
- Attend select City Council meetings
- Prepare audit workpapers and facilitate audit process with external independent audit firm
- Prepare or review external financial reporting to other entities such as the State of Michigan, Washtenaw County, the local school districts, etc.
- Other similar Finance Department tasks

If the City chooses to use our help, our work product will be under the direction and supervision of you, the City Manager.

It should be noted that at no time during this engagement will we be responsible for making investment decisions, signing checks, making bank transfers, initiating ACH or wire transfers, or handling cash in any way.

Praxity MEMBER GLOBAL ALLIANCE OF INDEPENDENT FIRMS

Fees and Payment Terms

As you have requested, our services will be provided **24 hours per week** by either an Accounting Consultant or Senior Accounting Consultant. Additional supervision and support will be provided by a Manager, Senior Manager, or Partner as needed and is included in the monthly fee of **$16,000 per month**. We will perform the services requested; however, because our time is contractually limited, the list of work to be performed will need to be regularly reviewed and triaged in order to focus on the most urgent tasks.

If **additional** service time over and above the 24 hours per week is necessary and approved by the City, it will be billed at the following hourly rates:

Accounting Consultant	$130
Senior Accounting Consultant	$150
Manager	$180*
Senior Manager	$250*
Partner	$300*

*We anticipate any additional service time will most likely be performed by your same Accounting Consultant or Senior Accounting Consultant at the lower billing rates. The need for additional Manager, Senior Manager, or Partner involvement is unlikely and would be discussed with the City Manager before performing.

If the City finds that 24 hours per week is consistently not enough service time, we can augment our staffing to accommodate 32 hours per week. The total monthly fee for this higher level of service would be $20,000 per month. Before making this change, we would request confirmation from the City Manager in writing.

The rates listed above will increase three percent on January 1, 2020 and annually thereafter should you continue to utilize this service.

Any other projects or consulting services in addition to the ones noted above may be requested by City management. Fees for those additional services will be negotiated and included in a separate engagement letter.

As you probably realize, our primary cost is salaries that are paid currently. Accordingly, our invoices, which will be rendered as services are provided, are due when received. In the event an invoice is not paid timely, a late charge in the amount of 1.25 percent per month will be added, beginning 30 days after the date of the invoice.

If you are in agreement with our understanding of this engagement, as set forth in this engagement letter and the accompanying Professional Services Agreement, please sign the enclosed copy of this letter and return it to us with the accompanying Professional Services Agreement.

Thank you for the opportunity to serve you.

Very truly yours,

PLANTE & MORAN, PLLC

[redacted]

Brian J. Camiller

Agreed and Accepted

We accept this engagement letter and the accompanying Professional Services Agreement, which set forth the entire agreement between the City of Ypsilanti and Plante & Moran, PLLC with respect to the services specified in the "Scope of Services" section of this engagement letter. This agreement may be amended by written agreement between Plante & Moran, PLLC and the City of Ypsilanti.

City of Ypsilanti

_____ _____

Darwin McClary
City Manager

Date

Professional Services Agreement – Consulting Services
Addendum to Plante & Moran, PLLC Engagement Letter

This Professional Services Agreement is part of the engagement letter for our consulting services dated January 17, 2019. between Plante & Moran, PLLC (referred to herein as "PM") and the City of Ypsilanti (referred to herein as "Ypsilanti").

1. **Management Responsibilities** – The consulting services PM will provide are inherently advisory in nature. PM has no responsibility for any management decisions or management functions in connection with its engagement to provide these services. Further, Ypsilanti acknowledges that Ypsilanti is responsible for all such management decisions and management functions; for evaluating the adequacy and results of the services PM will provide and accepting responsibility for the results of those services; and for establishing and maintaining internal controls, including monitoring ongoing activities, in connection with PM's engagement. Ypsilanti has designated Darwin McClary, Ypsilanti City Manager, to oversee the services PM will provide.

2. **Nature of Services** – PM's temporary finance services will be based on information and records provided to PM by Ypsilanti. PM will rely on such underlying information and records and temporary finance services will not include audit or verification of the information and records provided to PM in connection with the temporary finance services.

   The temporary finance services PM will perform will not constitute an examination or audit of any Ypsilanti financial statements or any other items, including Ypsilanti's internal controls. This engagement also will not include preparation or review of any tax returns or consulting regarding tax matters. If Ypsilanti requires financial statements or other financial information for third-party use, or if Ypsilanti requires tax preparation or consulting services, a separate engagement letter will be required. Accordingly, Ypsilanti agrees not to associate or make reference to PM in connection with any financial statements or other financial information of Ypsilanti. In addition, this engagement is not designed and cannot be relied upon to disclose errors, fraud or illegal acts that may exist. However, PM will inform you of any such matters that come to PM's attention.

3. **Project Deliverables** – At the conclusion of PM's temporary finance services and periodically as PM progresses, PM will review the results of its work with Ypsilanti and provide Ypsilanti with any observations related to PM's services that PM believes warrant Ypsilanti's attention. PM also will provide Ypsilanti with copies of analyses or other materials that PM may develop in the course of this engagement upon Ypsilanti's request. PM will not issue a written report as a result of this engagement and Ypsilanti agrees that the nature and extent of the work product that PM will provide, as outlined in this agreement, are sufficient for Ypsilanti's purposes.

4. **Interactive Analyses and Visualizations** – In instances where PM expressly agrees in the accompanying engagement letter to provide interactive analyses or visualization tools (collectively, "Electronic Documents") to Ypsilanti, such Electronic Documents will be provided in a format determined to be acceptable to PM. Ypsilanti acknowledges and agrees that Ypsilanti's ability to access such Electronic Documents requires software programs which PM does not develop, license, distribute, support, or sell, and Ypsilanti shall be solely responsible for the costs to obtain, use, or support any such required software. PM makes no representation or warranty with respect to such software or the continuing functionality of such software relative to the Electronic Documents and disclaims any and all express or implied warranties if any, associated with such software, its merchantability, and/or its fitness for any particular use by Ypsilanti.

   If and to the extent provided by PM, Electronic Documents are provided solely for the purpose of supporting the project deliverables and are to be used only as expressly described in and authorized by the project deliverables. PM disclaims any responsibility for any use of the Electronic Documents that is not expressly provided for in and authorized by the project deliverables. Further, Ypsilanti acknowledges that Ypsilanti is solely responsible for evaluating the adequacy and accuracy of any results generated through the use of Electronic Documents. PM will have no responsibility to support or update the Electric Documents for any events or circumstances that occur or become known subsequent to the date of their corresponding project deliverables.

   Ypsilanti acknowledges that PM may utilize proprietary works of authorship that have not been created specifically for Ypsilanti and were conceived, created, or developed prior to, or independent of, this engagement including, without limitation, computer programs, methodologies, algorithms, models, templates, software configurations, flowcharts, architecture designs, tools, specifications, drawings, sketches, models, samples, records, and documentation (collectively, "PM Intellectual Property"). Ypsilanti agrees and acknowledges that PM Intellectual Property is and shall remain solely and exclusively the property of PM.

   Upon payment for the engaged services, to the extent that PM incorporates PM Intellectual Property into the Electronic Documents (which PM shall do only as expressly provided for in the accompanying engagement letter),

PM grants to Ypsilanti a limited royalty-free, nonexclusive, right and license to use such incorporated PM Intellectual Property for internal purposes only and in the original format. Ypsilanti agrees not to copy, publish, modify, disclose, distribute, decompile, reverse engineer, or create derivative works based on PM Intellectual Property. Notwithstanding the foregoing, in no event will PM be precluded from developing for itself or for others, works of authorship which are similar to those included in the project deliverables.

If and to the extent PM shares information obtained from third-party data sources with Ypsilanti, Ypsilanti agrees not to (i) disclose or redistribute any such third-party data to third parties without the express written consent of PM; or (ii) attempt to extract, manipulate, or copy any embedded or aggregated third-party data from the Electronic Documents for any purpose.

5. **Confidentiality, Ownership and Retention of Workpapers** – During the course of this engagement, PM and PM staff may have access to proprietary information of Ypsilanti, including, but not limited to, information regarding trade secrets, business methods, plans, or projects. PM acknowledges that such information, regardless of its form, is confidential and proprietary to Ypsilanti, and PM will not use such information for any purpose other than its consulting engagement or disclose such information to any other person or entity without the prior written consent of Ypsilanti.

   In the interest of facilitating PM's services to Ypsilanti, PM may communicate or exchange data by internet, e-mail, facsimile transmission or other electronic methods. While PM will use its best efforts to keep such communications and transmissions secure in accordance with PM's obligations under applicable laws and professional standards, Ypsilanti recognizes and accepts that PM has no control over the unauthorized interception of these communications or transmissions once they have been sent, and consents to PM's use of these electronic devices during this engagement.

   Professional standards require that PM create and retain certain workpapers for engagements of this nature. All workpapers created in the course of this engagement are and shall remain the property of PM. PM will maintain the confidentiality of all such workpapers as long as they remain in PM's possession.

   Both Ypsilanti and PM acknowledge, however, that PM may be required to make its workpapers available to regulatory authorities or by court order or subpoena in a legal, administrative, arbitration, or similar proceeding in which PM is not a party. Disclosure of confidential information in accordance with requirements of regulatory authorities or pursuant to court order or subpoena shall not constitute a breach of the provisions of this agreement. In the event that a request for any confidential information or workpapers covered by this agreement is made by regulatory authorities or pursuant to a court order or subpoena, PM agrees to inform Ypsilanti in a timely manner of such request and to cooperate with Ypsilanti should Ypsilanti attempt, at Ypsilanti's cost, to limit such access. This provision will survive the termination of this agreement. PM's efforts in complying with such requests will be deemed billable to Ypsilanti as a separate engagement. PM shall be entitled to compensation for its time and reasonable reimbursement of its expenses (including legal fees) in complying with the request.

   PM reserves the right to destroy, and it is understood that PM will destroy, workpapers created in the course of this engagement in accordance with PM's record retention and destruction policies, which are designed to meet all relevant regulatory requirements for retention of workpapers. PM has no obligation to maintain workpapers other than for its own purposes or to meet those regulatory requirements.

   Upon Ypsilanti's written request, PM may, at its sole discretion, allow others to view any workpapers remaining in its possession if there is a specific business purpose for such a review. PM will evaluate each written request independently. Ypsilanti acknowledges and agrees that PM will have no obligation to provide such access or to provide copies of PM's workpapers, without regard to whether access had been granted with respect to any prior requests.

6. **Consent to Disclosures to Service Providers**– In some circumstances, PM may use third-party service providers to assist with an engagement. In those circumstances, PM will require any such third-party service provider to: (i) maintain the confidentiality of any information furnished; and (ii) not use any information for any purpose unrelated to assisting with PM's services for Ypsilanti. In order to enable these service providers to assist PM in this capacity, Ypsilanti, by its duly authorized signature on the accompanying engagement letter, consents to PM's disclosure of all or any portion of Ypsilanti's information to such service providers to the extent such information is relevant to the services the third-party service provider may provide and agrees that PM's disclosure of such information for such purposes shall not constitute a breach of the provisions of this agreement. Ypsilanti's consent shall be continuing until the services provided for this engagement agreement are completed.

7. **Third-Party Data** – PM may reference third-party data sources in performing the services described in this engagement letter. Third-party data may include publicly-available data, commercially-available data licensed to

PM, or information obtained from other sources. PM will use its judgment, discretion, best efforts and good faith in evaluating the use of third-party data sources, but does not warrant or guarantee the accuracy, completeness, or timeliness of any data obtained from third-party data sources and disclaims any liability arising out of or relating to the use of data from third-party data sources. Ypsilanti acknowledges that any commercially-available third-party data sources referenced by PM are licensed to PM and PM's ability to share information obtained from commercially available third-party data sources is often restricted by the terms of use granted to PM by the licensor and, unless expressly set forth in the accompanying engagement letter, PM makes no representation or warranty that Ypsilanti will have access to data obtained from third-party data sources. If and to the extent PM shares information obtained from third-party data sources with Ypsilanti, Ypsilanti agrees not to disclose or redistribute any such third-party data to third parties without the express written consent of PM. This agreement does not convey to Ypsilanti a sublicense to any third-party data source unless expressly agreed to in writing and signed by a duly authorized representative of PM. However, nothing herein shall prevent Ypsilanti from directly contracting with or obtaining a license from any third-party data source if Ypsilanti determines, in its sole discretion, that any such direct contract or license to be in its best interest.

8. **Fee Quotes –** In any circumstance where PM has provided estimated fees, fixed fees or not-to-exceed fees ("Fee Quotes"), these Fee Quotes are based on Ypsilanti personnel providing PM staff the assistance necessary to satisfy Ypsilanti responsibilities under the scope of services. This assistance includes availability and cooperation of those Ypsilanti personnel relevant to PM's temporary finance services and providing needed information to PM in a timely and orderly manner. In the event that undisclosed or unforeseeable facts regarding these matters causes the actual work required for this engagement to vary from PM's Fee Quotes, those Fee Quotes will be adjusted for the additional time PM incurs as a result.

   In any circumstance where PM's work is rescheduled, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadline related to the completion of PM's work. Because rescheduling its work imposes additional costs on PM, in any circumstance where PM has provided Fee Quotes, those Fee Quotes may be adjusted for additional time PM incurs as a result of rescheduling its work.

   PM will advise Ypsilanti in the event these circumstances occur, however it is acknowledged that the exact impact on the Fee Quote may not be determinable until the conclusion of the engagement. Such fee adjustments will be determined in accordance with the Fee Adjustments provision of this agreement.

9. **Payment Terms –** PM's invoices for professional services are due upon receipt unless otherwise specified in this engagement letter. In the event any of PM's invoices are not paid in accordance with the terms of this agreement, PM may elect, at PM's sole discretion, to suspend work until PM receives payment in full for all amounts due or terminate this engagement. In the event that work is suspended, for nonpayment or other reasons, and subsequently resumed, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of PM's consulting work. Ypsilanti agrees that in the event that work is suspended, for non-payment or other reasons, PM shall not be liable for any damages that occur as a result of PM ceasing to render services.

10. **Fee Adjustments** – Any fee adjustments for reasons described in this agreement will be determined based on the actual time expended by PM staff at the hourly rates stated in this agreement, plus all reasonable and necessary travel and related costs PM incurs, and included as an adjustment to PM's invoices related to this engagement. Ypsilanti acknowledges and agrees that payment for all such fee adjustments will be made in accordance with the payment terms provided in this agreement.

11. **Force Majeure** – Neither party shall be deemed to be in breach of this engagement agreement as a result of any delays or non-performance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, acts of God, war or other violence, or epidemic (each individually a "Force Majeure Event"). City of Ypsilanti acknowledges and agrees that a Force Majeure Event shall not excuse any payment obligation relating to fees or costs incurred prior to any such Force Majeure Event.

12. **Exclusion of Certain Damages** – Except to the extent finally determined to have resulted from PM's gross negligence or willful misconduct, Ypsilanti agrees to limit the liability of PM and any of PM's officers, directors, partners, members, managers, employees, affiliated, parent or subsidiary entities, and approved allied third party service providers (collectively, "PM Persons") for any and all claims, losses, costs, and damages of any nature whatsoever so that the total aggregate liability of the PM and/or the PM Persons to Ypsilanti shall not exceed the total fees paid by Ypsilanti to PM for the services provided in connection with this engagement agreement. Ypsilanti and PM agree that these limitations on PM's and the PM Persons' maximum liability are reasonable in view of, among other things, the scope of the services PM is to provide, Ypsilanti's responsibility for the management functions associated with PM's consulting services, and the fees PM is to receive under this engagement. In no event shall the PM or the PM Persons be liable to Ypsilanti, whether a claim be in tort, contract, or otherwise, for

any consequential, indirect, lost profit, punitive, exemplary, or other special damages. PM and Ypsilanti agree that these limitations apply to any and all liabilities or causes of action against PM, however alleged or arising, unless to the extent otherwise prohibited by law. This provision shall survive the termination of this engagement.

In the event this engagement agreement expressly identifies multiple phases of services, the total aggregate liability of PM to City of Ypsilanti shall be limited to no more than the total amount of fees paid by Ypsilanti for the particular phase of services alleged to have given rise to any such liability.

13. **Defense, Indemnification, and Hold Harmless** – As a condition of PM's willingness to perform the services provided for in the engagement letter, Ypsilanti agrees to defend, indemnify and hold PM and the PM Persons harmless against any claims by third parties for losses, claims, damages, or liabilities, to which PM or the PM Persons may become subject in connection with or related to the services performed in the engagement, unless a court having jurisdiction shall have determined in a final judgment that such loss, claim, damage, or liability resulted primarily from the willful misconduct or gross negligence of PM, or one of the PM Persons. This defense, indemnity and hold harmless obligation includes the obligation to reimburse PM and/or the PM Persons for any legal or other expenses incurred by PM or the PM Persons, as incurred, in connection with investigating or defending any such losses, claims, damages, or liabilities.

14. **Receipt of Legal Process** – In the event PM is required to respond to a subpoena, court order, or other legal process (in a matter involving Ypsilanti but not PM) for the production of documents and/or testimony relative to information PM obtained and/or prepared during the course of this engagement, Ypsilanti agrees to compensate PM for the affected PM staff's time at such staff's current hourly rates, and to reimburse PM for all of PM's out-of-pocket costs incurred associated with PM's response unless otherwise reimbursed by a third party.

15. **Termination of Engagement** –This agreement may be terminated by either party upon written notice. Upon notification of termination, PM's services will cease and PM's engagement will be deemed to have been completed. Ypsilanti will be obligated to compensate PM for all time expended and to reimburse PM for related costs PM incurs through the date of termination of this engagement.

16. **Time Limits** – Except for actions to enforce payment of PM's invoices and without limiting any claims for indemnification hereunder, any claim or cause of action arising under or otherwise relating to this engagement must be filed within two years from the completion of the engagement without regard to any statutory provision to the contrary.

17. **Entire Agreement** – This engagement agreement is contractual in nature, and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties regarding the subject matter hereof. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this agreement, signed by all of the parties.

18. **Severability** – If any provision of this engagement agreement (in whole or part) is held to be invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.

19. **Conflicts of Interest** - PM's engagement acceptance procedures include a check as to whether any conflicts of interest exists that would prevent acceptance of this engagement. No such conflicts have been identified. Ypsilanti understands and acknowledges that PM may be engaged to provide professional services, now or in the future, unrelated to this engagement to parties whose interests may not be consistent with interests of Ypsilanti.

20. **Agreement Not to Influence** –Ypsilanti and PM each agree that each respective organization and its employees will not endeavor to influence the other's employees to seek any employment or other contractual arrangement with it, during this engagement or for a period of one year after termination of the engagement. Ypsilanti agrees that PM employees are not "contract for hire." PM may release Ypsilanti from these restrictions if f Ypsilanti agrees to reimburse PM for its recruiting, training, and administrative investment in the applicable employee. In such event, the reimbursement amount shall be equal to two hundred hours of billings at the hourly rate stated in this agreement for the PM employee.

21. **Signatures** – Any electronic signature transmitted through DocuSign or manual signature on this engagement letter transmitted by facsimile or by electronic mail in portable document format may be considered an original signature.

22. **Governing Law** – This agreement shall be governed by and construed in accordance with the laws of the State of Michigan, and jurisdiction over any action to enforce this agreement, or any dispute arising from or relating to this agreement shall reside exclusively within the State of Michigan.

End of Professional Services Agreement – Consulting Services

Human Resources

Contractual Services	101-7-2700-818-00		
1 FF-resignation	Clinic	$732.00	
	Dr Danuloff	$600.00	
	backround	$1,000.00	*Will need to contract since FC is retired)
	credit check	$25.00	
	Total	$2,357.00	
3-Police Officers-Resgination	Clinic	$1,671.00	
	Dr Danuloff	$1,800.00	
	Background	$0.00	*PD does investagation
	credit check	$75.00	
	Total	$3,546.00	(For 3)
1-Fire Chief-Retirement	Recruitment Assesement Center	$5,000.00	
	Clinic	$85.00	
	Background	$18.00	
	credit check	$25.00	
	Total	$5,128.00	
1-Finance Director/Treasurer-Retirement			
	Recruitment Assesement Center	$5,000.00	
	Clinic	$85.00	
	Backround	$18.00	
	Credit check	$25.00	
	Total	$5,128.00	
1-Accountant-Created position due to Deputy role	Clinic	$85.00	
	Backround	$18.00	
	Credit check	$25.00	
	Total	$128.00	
1-Deputy Director/Treasurer-Created position	Clinic	$85.00	
	Backround	$18.00	
	Credit check	$25.00	
	Total	$5,231.00	
1-Public Services Director-Recruitment	Recruitment Assesement Center	$5,000.00	

	Clinic		$85.00
	Backround		$18.00
	Credit check		$25.00
		Total	$128.00
1-Equipment Operator-resignation	Clinic		$85.00
	Backround		$18.00
	Credit check		$25.00
		Total	$128.00
Projected Recruitment Pre-Hire Costs	Dr Danuloff		$600.00
1-FF, 1 PD, 3 Other (Projection)	Clinic		$1,673.00
	Background		$1,054.00
	credit check		$75.00
		Total	$3,402.00
	Grand Total		$25,176.00

Temporary Wages	101-7-2700-707-00		
Cashier-Treasury	Express Employment	$8,355.60	23.21/hr for 3 months
Interim Finance Director/Treasurer	Plante Moran	$48,000.00	16,000 for 3 months (24 hrs per week)
DPS Office Manager (PO created, enough in budge	Express Employment	$12,300.00	25.77/hr for 3 months
	Total	$68,655.60	

CITY OF YPSILANTI, MICHIGAN

BUDGET ADJUSTMENT WORKSHEET

FISCAL YEAR: 2018/2019
FUND:
DEPT: Human Resources
REQUESTED BY: Rebecca Craigmile
DATE: 1/22/2019
AMENDMENT #

ACCT #	ACCT NAME	ADOPTED	AMENDED	REVENUE CHANGE	EXPENDITURE CHANGE	NEW AMENDED REVENUE BUDGET	NEW AMENDED EXPENDITURE BUDGET	REASON
101-7-2700-818-00	Contractual Services				25,176	0	25,176	Multiple positions recruited for, pre hire costs and department head assesment centers. See attached spreadsheet.
						0	0	
101-7-2700-707-00	Temporary Wages				68,656	0	68,656	Multiple interim positions for Finance and one for DPS. See attached spreadsheet.
						0	0	
						0	0	
						0	0	
						0	0	
						0	0	
						0	0	
						0	0	
						0	0	
						0	0	
						0	0	
						0	0	
						0	0	
						0	0	
						0	0	
						0	0	
						0	0	
NET CHANGE IN BUDGET:				0	93,832			

Approved by City Manager: _____ Date: _____

Approved by City Council (if required): _____ Date: _____

REQUEST FOR LEGISLATION
January 29, 2019

To: Honorable Mayor and Ypsilanti City Council

From: Darwin D. P. McClary, City Manager

Subject: ACCOUNT AGREEMENTS, CORPORATE AUTHORIZATION RESOLUTION, AND CERTIFICATE OF DEPOSIT SIGNATURE CARDS – BANK OF ANN ARBOR

SUMMARY & BACKGROUND:

With the impending transition of personnel in the Finance and Treasury Department, city council is being requested to approve the Corporate Authorization Resolution authorizing the City Manager, City Clerk, and Payroll Administrator to exercise certain powers related to the management of financial accounts held for the city by the Bank of Ann Arbor.

PREVIOUS COUNCIL ACTION:

None

FINANCIAL IMPACT:

None

RECOMMENDED ACTION:

Approve the Corporate Authorization Resolution as presented.

ATTACHMENTS:

CITY MANAGER APPROVAL: DDPM **COUNCIL AGENDA DATE:** 01/29/19

CITY MANAGER COMMENTS: Recommend approval of the Bank of Ann Arbor Corporate Authorization Resolution as presented.

FISCAL SERVICES DIRECTOR APPROVAL: _____

Resolution No. 2019 - 016
January 29, 2019

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, due to the retirement of the Finance Director/Treasurer and the resignation of the city's Accounting Supervisor to accept another job, it is necessary for the Ypsilanti city council to authorize other officers or employees of the city to exercise certain powers relating to the management of accounts at financial institutions utilized by the city;

NOW THEREFORE BE IT RESOLVED BY THE CITY OF YPSILANTI that the city council does hereby approve and adopt the attached Corporate Authorization Resolution recommended by the Bank of Ann Arbor authorizing the City Manager, City Clerk, and Payroll Manager to exercise the following powers:

- Darwin D. P. McClary, City Manager – to exercise all powers listed in the resolution
- Frances M. McMullan, City Clerk – to exercise all powers listed in the resolution
- Kimberly L. Jones, Payroll Manager – to endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with the Bank of Ann Arbor; and

BE IT FURTHER RESOLVED that the above-named officers and employees are authorized to execute all necessary account agreements, certificate of deposit signature cards, and other documents to effectuate the same.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Corporate Authorization Resolution

BANK OF ANN ARBOR

7 W MICHIGAN AVE
YPSILANTI MI 48197

Referred to in this document as "Financial Institution"

By: CITY OF YPSILANTI

1 S. HURON ST.
YPSILANTI, MI 48197-5420

Referred to in this document as "Corporation"

I, FRANCES M. MCMULLAN, certify that I am Secretary (clerk) of the above named corporation organized under the laws of Michigan, Federal Employer I.D. Number 38-6004750, engaged in business under the trade name of CITY OF YPSILANTI, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of the Board of Directors of the Corporation duly and properly called and held on JANUARY 25, 2019 (*date*). These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

Agents. Any Agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

Name and Title or Position	Signature	Facsimile Signature *(if used)*
A. DARWIN DP MCCLARY, CITY MANAGER (X)	_____	X _____
B. FRANCES M. MCMULLAN, CITY CLERK (X)	_____	X _____
C. KIMBERLY L. JONES, PAYROLL MNGR (X)	_____	X _____
D. _____ X	_____	X _____
E. _____ X	_____	X _____
F. _____ X	_____	X _____

Powers Granted. (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power. Following each power indicate the number of Agent signatures required to exercise the power.)

Indicate A, B, C, D, E, and/or F		Description of Power	Indicate number of signatures required
A, B	(1)	Exercise all of the powers listed in this resolution.	
	(2)	Open any deposit or share account(s) in the name of the Corporation.	
C	(3)	Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution.	
	(4)	Borrow money on behalf and in the name of the Corporation, sign, execute and deliver promissory notes or other evidences of indebtedness.	
	(5)	Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Corporation as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.	
	(6)	Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.	
	(7)	Other:	

Limitations on Powers. The following are the Corporation's express limitations on the powers granted under this resolution.

Resolutions

The Corporation named on this resolution resolves that,

(1) The Financial Institution is designated as a depository for the funds of the Corporation and to provide other financial accommodations indicated in this resolution.

(2) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the Financial Institution. Any and all prior resolutions adopted by the Board of Directors of the Corporation and certified to the Financial Institution as governing the operation of this corporation's account(s), are in full force and effect, until the Financial Institution receives and acknowledges an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Financial Institution, establishing the authority for the changes.

(3) The signature of an Agent on this resolution is conclusive evidence of their authority to act on behalf of the Corporation. Any Agent, so long as they act in a representative capacity as an Agent of the Corporation, is authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated on page one, from time to time with the Financial Institution, subject to any restrictions on this resolution or otherwise agreed to in writing.

Effect on Previous Resolutions. This resolution supersedes resolution dated AUGUST 28, 2018 . If not completed, all resolutions remain in effect.

Certification of Authority

I further certify that the Board of Directors of the Corporation has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions stated above and to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same. (Apply seal below where appropriate.)

☒ If checked, the Corporation is a non-profit corporation.

In Witness Whereof, I have subscribed my name to this document and affixed the seal of the Corporation on JANUARY 25, 2019 *(date)*.

X _____
Secretary
FRANCES M. MCMULLAN

X _____
Attest by One Other Officer
DARWIN DP MCCLARY

For Financial Institution Use Only

Acknowledged and received on *(date)* by _____ *(initials)*
☒ This resolution is superseded by resolution dated AUGUST 28, 2018 .

Comments: CHANGING AUTHORIZED ACCOUNT SIGNERS

(4) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the Corporation with the Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.

(5) The Corporation agrees to the terms and conditions of any account agreement, properly opened by any Agent of the Corporation. The Corporation authorizes the Financial Institution, at any time, to charge the Corporation for all checks, drafts, or other orders, for the payment of money, that are drawn on the Financial Institution, so long as they contain the required number of signatures for this purpose.

(6) The Corporation acknowledges and agrees that the Financial Institution may furnish at its discretion automated access devices to Agents of the Corporation to facilitate those powers authorized by this resolution or other resolutions in effect at the time of issuance. The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM), and debit cards.

(7) The Corporation acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the Agent named on this resolution. The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that are filed separately by the Corporation with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the Agent(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen on file. The Corporation authorizes each Agent to have custody of the Corporation's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

Pennsylvania. The designation of an Agent does not create a power of attorney; therefore, Agents are not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code) unless the agency was created by a separate power of attorney. Any provision that assigns Financial Institution rights to act on behalf of any person or entity is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code).

Resolution No. 2019-017
January 29, 2019

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the City Council Meeting be adjourned, on call, by the Mayor or three (3) members of Council.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE: