



AGENDA

REGULAR MEETING OF THE PARCHMENT CITY COMMISSION

MONDAY, MARCH 21, 2016

7 P.M.

PARCHMENT CITY COMMISSION

MAYOR ROBERT B. HEASLEY

VICE MAYOR ROBERT D. BRITIGAN III

COMMISSIONER THOMAS BALMER

COMMISSIONER DOUGLAS FOOY

COMMISSIONER TERRY HAGEMAN

COMMISSIONER JON HEASLEY

COMMISSIONER DAVID KINSEY

OFFICERS

CITY MANAGER DENNIS DURHAM

CITY ATTORNEY ROBERT SOLTIS

CITY TREASURER/CLERK SHANNON STUTZ

1. CALL TO ORDER

2. ROLL CALL

3. APPROVAL OF MINUTES

A. City Commission Regular Meeting Minutes of March 7, 2016 – ACCEPT

4. ADDITIONS OR CHANGES TO THE AGENDA

5. CITIZEN COMMENTS

*Persons wishing to address the City Commission on items not already an agenda item, **will be allowed five minutes.** Please state your name and address for the record. If you require special accommodation, please notify the Clerk.*

6. CONSENT AGENDA

Items included on the consent agenda will be dealt with upon one vote by the City Commissioner unless a Commissioner requests an item be dealt with individually.

A. Motion to APPROVE/ACCEPT as indicated:

- i. Warrant No. 1305 – ACCEPT
- ii. Kalamazoo County HCSD Communication - ACCEPT

7. UNFINISHED BUSINESS

8. NEW BUSINESS

- A. Police Patrol Service Agreement Extension – APPROVE

9. BOARD AND COMMISSION REPORTS/MINUTES

10. MAYOR AND COMMISSIONER COMMENTS

11. CITY MANAGER COMMENTS/REPORTS

12. ADJOURNMENT

**MINUTES OF THE REGULAR MEETING OF THE PARCHMENT CITY
COMMISSION HELD ON MONDAY MARCH 7, 2016.**

1. Call to order

Mayor Heasley called the meeting to order at 7:00 p.m. He led those present in the "Pledge of Allegiance".

2. Roll Call.

Present: Mayor Heasley, Vice Mayor Britigan, Commissioners Fooy, and Kinsey, Treasurer/Clerk Stutz, City Manager Durham and City Attorney Soltis.

Absent Commissioners Balmer, Hageman, and J Heasley.

Moved by Vice Mayor Britigan, supported by Commissioner Fooy to excuse Commissioners Balmer, Hageman, and J Heasley. **Motion carried.**

3. Minutes

Moved by Commissioner Kinsey, supported by Vice-Mayor Britigan to approve the Minutes of the February 1, 2016 regular meeting and the Special Meeting February 20,2016.

Motion Carried.

4. Additions or Changes to the Agenda

None.

5. Citizen Comments

Beth Griffin, current Van Buren County Commissioner, is running for 66th district seat.
Mike Seals, Kalamazoo County Commissioner, discussed the recent shootings in Kalamazoo and noted the good relationships between first responders of different jurisdictions lead to quick results. He also mentioned there's a mass fatality drill scheduled for March 16 8a-4p at WMU Medical school.
Derek Robinson, former Chief of Staff for Margaret O'Brien, was in attendance as part of an assignment for a class he's taking at NMU.

6. Consent Agenda

A. Moved by Commissioner Kinsey, supported by Vice Mayor Britigan to receive the consent agenda items.

Motion Carried.

7. Unfinished Business

None.

8. New Business

A. Moved by Commissioner Kinsey, supported by Vice-Mayor Britigan to approve the Draft Goals & Objectives for FY 2016-17.

Motion Carried.

9. Standing Board and Committee Reports

A. KAC met this evening and is moving along at an appropriate pace.

10. Mayor and Commissioner Comments

Vice-Mayor Britigan noted that KATS is scheduled to have an open house, and that he will share information as he gets it.

Mayor Heasley expressed his pride in the Kalamazoo area for its response to the recent shootings.

11. City Manager Comments/Reports

None.

12. Adjournment

There being no further business to come before the Commission, it was moved by Commissioner Fooy and supported by all to adjourn the meeting at 7:36 p.m.

Shannon S. Stutz
City Clerk



Warrant # 1305
March 21, 2016

City of Parchment

Attachment 1 - Check Register Report 1305

City of Parchment
Check Register Report
Warrant 1305

Check #	Check Date	Vendor Name	Check Description	Amount
MERCANTILE Checks				
32936	03/10/2016	AMERICAN TEST CENTER	Annual Test & Insp of Man Lift	400.00
32937	03/10/2016	CINTAS CORP	Restock 1st Aid Cabinet	37.72
32938	03/10/2016	CINTAS CORPORATION LOC. 725	Uniform Rental & Towels	215.22
32939	03/10/2016	COMPASS MINERALS AMERICA	47.91 Tons Road Salt	3,090.20
32941	03/10/2016	CONSUMERS ENERGY	Citywide Lights	9,820.02
32942	03/10/2016	CORNERSTONE OFFICE SYSTEMS	Monthly Contract-3/4 to 4/3/16	87.50
32943	03/10/2016	ESTHER DRENTH	Primary Election + training	160.00
32944	03/10/2016	JEANNE DRENTH	Primary Election + training	160.00
32945	03/10/2016	FORD, KRIEKARD, SOLTIS & WISE	Vacation of Glendale Plat-Febr	1,805.00
32946	03/10/2016	KAREN HEASLEY	Primary Election + training	160.00
32947	03/10/2016	KALAMAZOO COUNTY TREASURER	Dog License Sales	500.00
32948	03/10/2016	KALAMAZOO OIL CO.	Fuel Charges 2/16 to 2/29/16	288.34
32949	03/10/2016	TREASURER CITY OF KALAMAZOO	Municipal Sewer - January	6,264.60
32950	03/10/2016	KAR LABORATORIES, INC.	Testing of Balmer's Water	20.00
32951	03/10/2016	MARY KNECHTEL	Primary Election + training	160.00
32952	03/10/2016	LINDE GAS NORTH AMERICA LLC	Monthly Comp Air & Compl Chg	22.95
32953	03/10/2016	STATE OF MICHIGAN	Water Supply Annual Fee-2015	2,581.36
32954	03/10/2016	STATE OF MICHIGAN	Bonhomme-Drink Water Cert -19	95.00
32955	03/10/2016	MLIVE MEDIA GROUP	Board of Review Ad-x3	355.42
32956	03/10/2016	PREIN & NEWHOF	River Reach Blvd-MDOT-Feb	3,569.00
32957	03/10/2016	REPUBLIC SERVICES #249	Public Works - March	230.84
32958	03/10/2016	RIVERRUN PRESS	750 Car Show Flyers	260.78
32959	03/10/2016	SEVERANCE ELECTRIC CO INC	Traffic Signal Maint-Feb.	120.00



**KALAMAZOO COUNTY
HEALTH AND COMMUNITY SERVICES DEPARTMENT**

Promoting Health For All

Gillian A. Stoltman, PhD, MPH
Director/Health Officer

Environmental Health

March 14, 2016

Stanley & Marlene Rapacz
415 Glendale Blvd
Parchment, MI 49004

Re: Clandestine Methamphetamine Activities at – 415 Glendale Blvd
Case No.

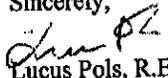
On March 12, 2016, law enforcement agencies found adequate evidence that the above-referenced property was used as an illegal clandestine drug laboratory for the production, distribution and/or use of methamphetamine. For that reason, **this dwelling is condemned and cannot be occupied or entered until it is shown that residual methamphetamine contamination does not exist and all portions of Article IX of the Kalamazoo County Sanitary Code have been satisfied.** A copy of Article IX of the Kalamazoo County Sanitary Code is attached. Failure to comply with this order is a violation of the Kalamazoo County Sanitary Code and shall be prosecuted as a criminal misdemeanor.

The following steps must be taken in order for this condemnation to be lifted:

1. **Preliminary Assessment:** Contact an environmental consultant to perform a sampling and evaluation of the property. This assessment will determine the extent and location of residual methamphetamine contamination. A list of suggested environmental consultants is provided with this letter. **Waiver:** You, as the property owner, have the option of waiving the preliminary assessment sampling and moving into the cleaning process. A verbal or written request must be submitted to this office within 30 days if you choose to waive testing. Requests can be made to the contact information found below.
2. **Cleanup/Decontamination:** If residual methamphetamine contamination is present, steps must be taken to clean and decontaminate the dwelling and have it re-tested within 30 days of the preliminary assessment. It is strongly recommended that an environmental contractor be hired to perform this service. A list of suggested contractors (companies that perform cleanup) is included with the list of suggested consultants (companies that perform assessments, sampling, and reporting). Provide this office with your plans regarding clean up of the dwelling. If you intend to attempt cleanup without the assistance of a contractor, please refer to the enclosed guidance.
3. **Post Cleanup/Decontamination Assessment:** Upon completion of cleanup and decontamination procedures, a post-decontamination assessment and sampling needs to be performed. Upon receipt of a report stating that sampling indicated residual methamphetamine contamination was not detected at the dwelling above regulatory limits, condemnation will be lifted.

You have 30 days from the date of this letter to provide the results of the preliminary assessment or submit a waiver request to skip the preliminary assessment. If you have any questions or concerns regarding this letter of notice or the sampling and/or remediation process, please contact me at 269-373-5172.

Sincerely,


Lucas Pols, R.E.H.S.

Environmental Health Supervisor

Health & Community Services Department Website: www.kalcounty.com

Email: ldpols@kalcounty.com

Phone: 269-373-5172 FAX: 269-373-5333

Cc. City of Parchment
Michelle Tombro-Tracy, Assistant Corporation Counsel
Kalamazoo Township Police Department



MEMORANDUM

To: Mayor Heasley, Vice-Mayor Britigan and City Commissioners
From: Dennis Durham, City Manager
Date: March 18, 2016
Subject: Police Patrol Services Agreement

RECOMMENDED MOTION

It is MOVED that the City Commission extend the service agreement with Kalamazoo Charter Township for the provision of police services for the period July 1, 2016 – June 30, 2017 at the proposed annual cost of \$298,480 and authorize the City Manager to execute all documents related to this matter.

BACKGROUND

The contract for police services requires the Kalamazoo Township Police Department (KTPD) to provide a dedicated Parchment officer during the day and evening shifts, and share officer resources during the midnight shift. This arrangement has served the Parchment community extremely well during the past three years resulting in significantly higher traffic enforcement activity, shorter case file investigations, a greater police presence and improved records management services. The improved level of service has also proven to be much less expensive to Parchment taxpayers through the sharing of resources and economies of scale inherent with a consolidated service delivery model. Other benefits of this cooperative effort include a higher level of professionalism and training of patrol officers not possible with the limited resources of the City, and elimination of administrative overhead costs associated with hiring, training and managing a Parchment police patrol contingent. The cost proposal for FY2016/17 represents a 1.9% increase over FY2015/16.

In addition to the basic services detailed in the service agreement, and in response to a desire by the City Commission to focus additional resources on traffic enforcement, Chief Bourgeois has provided two enhancement alternatives. The first is to add a full-time officer for the midnight shift at an additional cost of \$91,827. The second is a more targeted strategy of adding patrol resources during those times of the day when traffic is heaviest. Under this alternative the City would be billed overtime at an average rate of \$45.65 per hour.

PROPOSED ACTION

It is recommended that the City Commission authorize the extension of the current police services agreement at a cost of \$298,480 and the expenditure of up to \$8,765 in targeted patrol overtime (estimated 192 hours of enforcement activity) for FY2016/17.

Date: March 16, 2016
To: Parchment City Manager Dennis Durham
From: Police Chief Tim Bourgeois
Re: Police Services contract costs for 2016-17

Attached, please find the contract costs for FY 2016-17. As you no doubt recall, when the contract was initiated we agreed to charge for personnel costs by a formula representing three officers starting at the Police Officer 1 (new officer) rate, increasing as annual employee step raises take effect on the subsequent anniversaries of the contract. This year's costs are calculated at the Police Officer 4 rate. The north district car, which encompasses the City of Parchment, is frequently staffed by a higher paid officer or a sergeant. The various fringe benefit expenses are at cost, which rise or fall according to the current rates negotiated with the various providers.

There is no additional charge to the City when more than one officer is needed on calls for service; for officers held past the end of their shift on overtime to complete work; for detectives; for responses on the midnight shift or for events such as Wassailing when additional officers can be provided out of existing scheduled staff.

You asked to see options for additional law enforcement services. The first is to add another position at an annual cost of \$91,827 for 2016-17. This would enable staffing an officer on the midnight shift. For the cost of just one additional officer (40 hours a week), there would be 7-day a-week coverage on that shift (56 hours a week).

A second option is to request additional services as desired at an overtime rate of \$37.73 to \$53.57 per hour. As an example, additional traffic patrol could be requested when special selective enforcement is desired. In the past, additional coverage has been provided for specific events or to address situations as deemed appropriate using this same overtime model. The variance in the pay rate is due to different rates for the individual officers or sergeants in the collective bargaining agreement. Such overtime postings are open to any police officer or sergeant on a voluntary basis.

Parchment 2016-17 Contract Costs

Base wages	(6 months at 2016 P.O. 4 & 6 months at 2017 P.O. 4 rates for 3 officers)	\$ 176,937*
Pension	(MERS 2016 rate of 16.67% on base)	29,495
Medicare	(1.45%)	2,566
FICA	(6.2%)	10,970
Worker compensation	(5.75%)	10,174
Life insurance	(25.85/month)	931
Short-term disability	(40.14/month)	1,445
Long-term disability	(23.43/month)	843
Shoe & glove allowance	(200/year)	600
Vision	(10.89/month)	392
Uniforms/personal equip		1,000
Health & dental insurance	(assumes 2 person contract w/35% co-insurance usage, employee pays 20% premium co-pay)	40,127
Supervision and administrative support		12,000
Vehicle operations, gas & oil		10,000
Liability coverage		<u>1,000</u>
	TOTAL	\$298,480

* Overtime incurred in the course of normal operations is included (such as being held over to complete a call or a required report). Requests for coverage for special events and extra patrol will be assessed at cost.

POLICE SERVICES AGREEMENT

This Agreement is made this 24th day of May, 2011, by and between the City of Parchment, a Michigan municipal corporation, 650 S. Riverview Drive, Parchment, Michigan (hereinafter "City"), and Kalamazoo Charter Township, a Michigan municipal corporation, 1720 Riverview Drive, Kalamazoo, Michigan (hereinafter "Township").

WHEREAS, Act 35 of the Public Acts of 1951 (MCL 124.1 et seq) in pertinent part authorizes a municipal corporation to contract with one or more other municipal corporations for the performance, jointly or by any one or more on behalf of all, of any service which each would have the power to perform separately; and

WHEREAS, the Parchment City Charter requires the City to provide police protection services within the City; and

WHEREAS, decreased tax revenues, decreased State revenue sharing and increased costs to provide employee-based police protection services have made it financially impracticable to continue to retain full-time police officers, including a Police Chief; and

WHEREAS, all full-time police officers of the City, including the Police Chief, will be retiring effective July 1, 2011; and

WHEREAS, the City administration has explored avenues for providing police protection services to the City, including hiring a new Police Chief and full-time officers, contracting with Kalamazoo Charter Township and contracting with the Kalamazoo County Sheriff's Department; and

WHEREAS, the City administration recommends and the City Commission finds that the most cost-effective method of continuing to provide police protection services within the City is to contract with Kalamazoo Charter Township to have Township police officers be sworn as and serve as Parchment police officers on a contractual basis; and

WHEREAS, the City Commission also finds that having Township police officers be sworn and serve in the City will permit the City to maintain its Police Department until such time as the City Commission finds that police protection services may be better provided in a different manner or this contract expires and is not extended; and

WHEREAS, the City wishes to enter into an agreement with the Township by which the TOWNSHIP would provide police protection services within the City by way of supplementation to the City Police Department.

NOW, THEREFORE, in consideration of the promises, covenants and conditions hereinafter contained, it is hereby agreed by and between the parties hereto as follows:

1. The City hereby calls upon the Township to furnish, and the Township agrees to provide, police protection services within the City, subject to the terms and conditions contained in this Agreement.

2. Commencing July 1, 2011, or as soon as the Township can otherwise fulfill its obligations hereunder, the Township shall have a Township police officer assigned to patrol primarily within the City during the Township Police Department's day and afternoon patrol shifts on a daily basis. In addition, the Township's Police Department shall respond to calls for police service within the City that occur during the Township Police Department's midnight shift. The Township agrees to provide the necessary associated personnel and equipment in support of the police services provided hereunder.

3. Township police officers providing police services pursuant to this Agreement shall also be sworn as officers of the City Police Department.

4. Township police officers assigned to provide police protection services pursuant to this Agreement shall enforce City ordinances as well as State law and County ordinances. The police protection services provided hereunder shall include the continuation of a school liaison program with the Parchment Schools and attendance of Township police officers at any judicial or administrative proceedings arising out of their performance of police services rendered under this Agreement.

5. At the request of the City, the Township shall provide police services to the City for special events. The City shall pay the Township over and above the sum set forth herein for such services at an hourly rate to be agreed upon by the City and Township.

6. This Agreement shall be for a term of two years. Except as set forth in Paragraph 6A below, the City agrees to pay the Township \$235,000.00 for the first year of police service rendered hereunder, such sum to be paid in 12 equal monthly installments beginning August 1, 2011, and on or before the first day of each month thereafter until paid in full. The City further agrees to pay the Township \$256,605.00 for the second year of police service rendered hereunder, such sum to be paid in 12 equal monthly installments beginning August 1, 2012, and on or before the first day of each month thereafter until paid in full.

A. The Township intends to hire three new police officers in order to be able to accommodate the police patrol services to be provided to the City hereunder. Effective July 1, 2011 and until such time as the Township, either through the hiring of an additional police officer or through some adjustment in its manpower commitments, is able to assign a Township police officer to provide police patrol services primarily in the City, the Township will, in lieu of providing the level of police service described in Paragraph 2, respond to calls for police service within the City that occur during the Township's midnight shift. The City will pay the Township \$200 per month for this level of police service. Once the Township is able to assign a Township police officer to provide police patrol services primarily in the City, the City will then pay the Township one-third (1/3) of the monthly installments set forth in Paragraph 6 above. Once the Township is able to assign a second Township police officer to provide police patrol

services primarily in the City, the City will then pay the Township two-thirds (2/3) of the monthly installment set forth in Paragraph 6 above. Once the Township is able to assign a third Township police officer to provide police patrol services primarily in the City so as to provide the full level of police service specified in Paragraph 2, the City shall pay the full monthly installment set forth in Paragraph 6 above.

7. If the City desires to extend this Agreement beyond the two year term set forth above, the City shall notify the Township of this in writing not less than 90 days prior to the expiration of this Agreement. As soon as practicable after receiving the City's request, the Township shall provide the City with a written statement of the cost for such additional service. If the parties mutually desire to so proceed, they shall then enter into an Addendum to extend this Agreement accordingly. The extension shall be on an annual basis unless otherwise agreed to by the parties. Further extensions of this Agreement may be made in the same manner set forth in this section.

8. Attached to this Agreement as Attachment A is a list of various items of police equipment owned by the City and which the City hereby agrees to convey to the Township as part of this Agreement. The City agrees that it shall promptly hereafter convey these items to the Township at no charge (executing all documents necessary to accomplish this conveyance) and that the equipment shall thereafter belong to the Township for such use or disposition as the Township deems appropriate. In the event that this Agreement is terminated by expiration on June 31, 2013, and is not renewed, the Township agrees to promptly reconvey those items, set forth on Attachment A, which are still owned by the Township and which are still suitable for police use by the City at no charge (and executing all documents necessary to accomplish this conveyance).

9. All Township police officers providing service to the City pursuant to this Agreement shall remain directly accountable to the Township through its Police Chief.

10. The Township agrees that if within the next 12 months it reopens its police officer job application testing process to new persons, any persons who are police officers in the City's Police Department as of May 1, 2011, shall be permitted to apply for a police officer position in the Township's Police Department and participate in the Township's testing process. The Township agrees that it will, to the extent permitted by law, grant preference to the hiring of such former City police officers to the extent that the Township determines that such person is equal to or superior to any other applicant in all material respects (including, but not limited to, the results of any applicant testing). This determination, like the determination as to whether or not to open up the testing process to a new group of job applicants, shall rest in the sole discretion of the Township.

11. The Township agrees to prepare and submit to the City annual reports of law enforcement activity performed by Township police officers within the City pursuant to this Agreement. The Township further agrees to prepare and submit to the State of Michigan such reports as the State may require with regard to the police services rendered under this Agreement. The Township further agrees that it will maintain and provide records of the police

services rendered under this Agreement for the same time and in the same manner as it does for Township records.

12. The legal representation of the City in any judicial proceedings involving a violation of a City ordinance shall be conducted by the City Attorney, the cost of such legal representation being borne solely by the City.

13. The Township covenants and agrees, to the greatest extent permitted by law, to defend, indemnify and hold harmless the City and its officers and employees from any and all claims, suits, damages, loss or liability which may occur arising out of any claims of negligence or wrongdoing by the Township, its officers or employees in connection with the performance of this Agreement. The City covenants and agrees, to the greatest extent permitted by law, to defend, indemnify and hold harmless the Township and its officers and employees from any and all claims, suits, damages, loss or liability which may occur arising out of any claims of negligence or wrongdoing by the City, its officers or employees in connection with the performance of this Agreement. The foregoing shall not be considered a waiver of governmental immunity attributed to the City or the Township or its officers or employees.

14. The Township agrees that throughout the life of this Agreement it shall cause the City and its officers and employees to be named as additional insureds on the general liability, motor vehicle liability and police professional liability insurance coverage held by it. The City agrees that throughout the life of this Agreement it shall cause the Township and its officers and employees to be named as additional insureds on the general liability and police professional liability insurance coverage held by it. Both the City and the Township agree that they shall not reduce their aforementioned insurance coverage during the life of this Agreement.

15. This Agreement may be terminated for material breach only after the other party is given written notice of the alleged material breach and allowed 30 days to remedy the same.

16. Any waiver, alteration or modification of any of the provisions of this Agreement shall not be valid unless in writing and executed by the parties with the same formality as this Agreement. Any waiver by any party of any provision of this Agreement or any right or option under this Agreement shall not be controlling, nor shall it prevent or estop such party from thereafter enforcing such provision, right or option. The failure of any party to insist in any one or more instances upon the strict performance of any of the terms or provisions of this Agreement by another party shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect.

17. No provision in this Agreement is to be interpreted for or against any party because that party or that party's legal representative drafted the provision.

18. This Agreement constitutes the entire agreement of the parties. All other prior or contemporaneous agreements, understandings, representations and statements, oral or written, are hereby terminated.

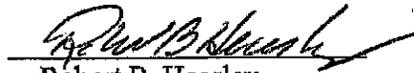
19. Any notices to be given under the terms of this Agreement shall be accomplished by either first-class mail or hand delivery to:

City of Parchment
City of Parchment Clerk
650 South Riverview Drive
Parchment, Michigan 49004

Kalamazoo Charter Township
Kalamazoo Charter Township Clerk
1720 Riverview Drive
Kalamazoo, MI 49004

IN WITNESS WHEREOF, the parties hereby have executed this Agreement the day and date first above written.

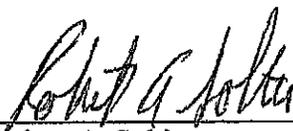
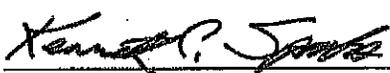
CITY OF PARCHMENT

By: 
Robert B. Heasley
Its: Mayor

CHARTER TOWNSHIP OF
KALAMAZOO

By: 
Terri E. Mellinger
Its: Supervisor

Approved as to form:


Robert A. Soltis
Attorney for City of Parchment

Kenneth C. Sparks
Attorney for Kalamazoo Charter Township

file

ADDENDUM TO POLICE SERVICES AGREEMENT

The Police Services Agreement between the City of Parchment (hereinafter "City") and Kalamazoo Charter Township (hereinafter "Township") dated May 24, 2011, is hereby modified as follows:

1. Beginning July 1, 2013, this Agreement shall be for a term of one year and shall be automatically annually renewed on July 1 of each year thereafter unless either party gives the other not less than 60 days advance written notice of an intent to not renew this Agreement.

2. Not less than 90 days prior to the scheduled commencement of a new term of this Agreement, the Township shall provide the City with a written statement of the cost to the City of police services for the upcoming term, which cost shall be payable in 12 equal monthly installments beginning August 1 of the term and on or before the first day of each month thereafter until paid in full.

3. It is recognized and agreed that during the course of a term, the cost of the police services provided hereunder may have to be increased as a result of increased costs to the Township due to changes in the Township's police health care costs and/or changes in the Township's police collective bargaining agreement. The Township shall have the right to commensurately increase the cost to be paid by the City hereunder, subject to the following:

- A. The Township shall give the City not less than 60 days advance written notice of the increase in the costs of police services to be paid for the current term by the City hereunder.
- B. The City, in lieu of paying such increased costs, shall have the right to immediately terminate this Agreement or to attempt to negotiate with the Township a mutually acceptable reduction in the level of police services provided hereunder.

4. The provisions of the aforementioned Police Services Agreement shall continue in effect except as expressly modified herein.

IN WITNESS WHEREOF, the parties hereby have executed this Addendum on April 23, 2013.

CITY OF PARCHMENT

By: *Robert B. Heasley*
Robert B. Heasley

Its: Mayor

CHARTER TOWNSHIP OF
KALAMAZOO

By: *Ronald E. Reid*
Ronald E. Reid

Its: Supervisor