

MEMORANDUM OF UNDERSTANDING  
WASHTENAW COUNTY BROADBAND TASK FORCE  
BACK-TO-SCHOOL WiFi CELLULAR HOTSPOTS

This agreement is between Washtenaw County Government (hereafter 'the County') and Augusta Township (hereafter 'the Township'). This Memorandum of Understanding is binding on the parties effective on the date signed.

GENERAL AGREEMENTS

1. The County and the Township recognize the need for high speed internet connectivity in the rural areas of our county.
2. The County and the Township recognize the Broadband Task Force is working to achieve Countywide Broadband equity by 2022.
3. The County and the Township recognize a consequence of the Covid-19 pandemic has put our rural children at a distinct educational disadvantage as many do not have reliable access to high speed internet and cannot comply with remote learning requirements.

SPECIFIC PROVISIONS

1. This Agreement begins on the date of signature and ends on December 31, 2020.
2. Grant Funding for one Cellular Hotspot  
The Township agrees that acceptance of grant funding for one cellular hotspot provides the following:
  - A. Equipment costs not to exceed one thousand dollars and no cents (\$1,000.00)
    - a. One cellular hotspot device that shall be installed in a location proximate to the designated public parking area so residents may access the internet from the comfort of their vehicle; and
    - b. One Antenna.
  - B. Installation of equipment – A stipend not to exceed five hundred dollars and no cents (\$500.00) to defray the cost of installation.
  - C. Lump sum funding for 12 months of cellular service, not to exceed six hundred dollars and no cents (\$600.00).

The Township will pay for expenses related to A-C above and present receipts to Washtenaw County for reimbursement after services are completed. Receipts are to be submitted to: Lisa Moutinho [moutihnl@washtenaw.org](mailto:moutihnl@washtenaw.org) Receipts must be presented within 14 business days in order to qualify for reimbursement. Receipts beyond this time period may not be considered for reimbursement.

3. Contractual Obligations to Acquire Equipment and/or Service

The Township is responsible for securing services and will enter into any contracts related to the purchase, installation, maintenance and service of the cellular hotspot. The County shall not be a party in any of these agreements.

4. Installation of Equipment

A designated representative of the Township has been duly authorized by the Township board to serve as point of contact for the installation of equipment and any decisions related to the installation of equipment, including location for installation that provides maximum benefit to residents utilizing service from the parking lot.

5. Ownership of Equipment

All equipment provided by grant funding is owned solely by the Township. The County does not retain any ownership interest in the equipment.

6. Maintenance of Equipment

Effective upon purchase, the Township is responsible for maintenance of the equipment as well as the cost of any data overages that may occur in the course of its residents' use of the cellular hotspot.

7. Cost of Operation

The County will provide the Township a one-time, lump sum payment that provides 12 months of cellular hotspot service. During those 12 months, cellular service cannot be discontinued. If the cellular service is terminated prematurely by the Township, the Township will be required to return fifty dollars and no cents (\$50.00) per month to the County. Upon the conclusion of those 12 months, the Township may choose to either discontinue the service or assume financial responsibility for service.

8. Hold Harmless and Indemnification

The Township holds the County harmless for any causes of action as related to the cellular hotspot purchase, installation, use and maintenance. Further, to the extent permitted by Michigan law, the Township will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Township's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this agreement resulting in whole or in part from negligent acts or omissions of Township, any sub-contractor, or any employee, agent or representative of the Township or any sub-contractor.

9. Modification and Duration

This agreement is expressly for the purpose of providing a cellular internet hotspot to the Township and may not be modified or extended.

10. Termination

Either party may terminate the agreement by giving thirty (30) days written notice to the other party. Upon termination, the County will reimburse for any outstanding amounts owed to the Township as evidenced by receipts submitted within the thirty (30) day notice period.

11. Governing Law

The parties acknowledge that this Agreement shall be interpreted and enforced in accordance with the laws of the State of Michigan.

Augusta Township

By Brian Shelby 8/14/20  
Brian Shelby, Supervisor (Date)

Washtenaw County

By \_\_\_\_\_  
Gregory Dill, County Administrator (Date)