

USE AGREEMENT

MILO, A segment of FAAC, Incorp. V#370239

AGREEMENT is made this 14th day of July, 2022, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107("County"), WASHTENAW COUNTY SHERIFF, 2201 Hogback Road, Ann Arbor, Michigan 48105 ("Sheriff") and **MILO**, located at 1229 Oak Valley Drive, Ann Arbor, Michigan 48108 ("Contractor").

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

ARTICLE I - SCOPE OF SERVICES

The Contractor will use the main lobby of the Washtenaw County Sheriff's Office at 2201 Hogback Road, Ann Arbor, Michigan to film the lobby area for a training scenario. The Contractor will ensure that any Washtenaw County Sheriff's Office insignia visible in the lobby would be avoided and blurred during editing.

ARTICLE II - COMPENSATION

In exchange for the use of the main lobby area for approximately two (2) hours on July 21, 2022 after normal business hours, the Contractor will be able to provide more realistic training scenarios for law enforcement, including Washtenaw County Sheriff's Office. (See attached Lobby Use Request)

ARTICLE III- TERM

This contract begins on the date of this agreement and ends on August 1, 2022.

ARTICLE IV - INDEMNIFICATION AGREEMENT

The contractor 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 Contractor'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 contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

ARTICLE V - INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.

3. Automobile Liability Insurance covering all owned, hired and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage. For transportation services contracts, the County shall be added as additional insured on automobile liability policy with respect to the services provided under this contract.

Insurance companies, named insured's and policy forms may be subject to the approval of the Washtenaw County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

Contractor shall furnish the certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the Washtenaw County c/o: Washtenaw County Sheriff's Office, Mariann LaBlanc, 2201 Hogback, Ann Arbor, MI 48105.

ARTICLE VI - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE VII - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor 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 Contractor 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 Contractor 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 Contractor, 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 VIII - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$14.82 per hour with benefits or \$16.52 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2023 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

ARTICLE IX - 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 X - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XI - CHANGES IN SCOPE OR SCHEDULE OF SERVICES

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

ARTICLE XII - 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 XIII - 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 XIV – ELECTRONIC SIGNATURES

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

ATTESTED TO:

By: Lawrence Kestenbaum 07/26/2022
Signed by Deputy E. Golembiewski for L. Kestenbaum
Lawrence Kestenbaum (DATE)
County Clerk/Register

WASHTENAW COUNTY
By: Gregory Dill 07/21/2022
PROXY SIGNED FOR GREGORY DILL BY DIANE HEIDT
Gregory Dill (DATE)
County Administrator

APPROVED AS TO CONTENT:

By: Jerry L. Clayton 7/19/22
Jerry L. Clayton, WC Sheriff (DATE)

CONTRACTOR
By: MILO (DATE)
By _____

APPROVED AS TO FORM:

By: Michelle K. Billard 07/21/2022
Office of Corporation Counsel
Michelle K. Billard (DATE)
Office of Corporation Counsel



July 14, 2022

Commander Keith Flores
Washtenaw County Sheriff's Office
2201 Hogback Rd.
Ann Arbor, MI 48105

Re: Lobby Use Request from MILO

Commander Flores,

My name is Lawrence J. Kehoe, and I am the Training Content Specialist for MILO.

MILO is a training and simulation company providing services and content for the military, law enforcement, and countless other organizations. As a retired police officer, I truly believe that what we do can improve and develop crucial skills required in these fields.

As we continue to develop new content, we always aim to provide the most realistic locations for filming scenarios. One scenario we have planned is a citizen contact with a First Amendment auditor in the lobby of a law enforcement agency. Due to the longstanding relationship between the Washtenaw County Sheriff's Office and MILO, I wanted to request the brief usage of the WCSO main lobby for this scenario after business hours on Thursday, July 21st, 2022.

Our small team would only need a maximum of two hours for filming, and any WCSO insignia visible in the lobby would be avoided and blurred during editing.

This scenario is verbal only and emphasizes the importance of a professional citizen's contact with a First Amendment auditor. No alterations to the lobby will be required, and our filming will not disrupt the normal operation of the WCSO.

I am providing my contact information below; please feel free to reach out with any questions or concerns regarding this request. Thank you very much for your consideration!

Lawrence J. Kehoe

Training Content Specialist

Arotech Training & Simulation Division | **MILO**

1195 Oak Valley Dr. Ann Arbor, MI 48108

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