

Village of Beverly Hills  
Regular Village Council Meeting  
Tuesday, November 5, 2019

Municipal Building  
18500 W. 13 Mile Rd.  
7:30 p.m.

## AGENDA

Roll Call/Call to order

Pledge of Allegiance

Amendments to Agenda/Approve Agenda

Community Announcements

Public Comments on items not on the published agenda

Consent Agenda

1. Review and consider approval of **minutes** of a regular Council meeting held October 15, 2019.
2. Review and file **bills** recapped as of Monday, October 28, 2019.
3. Review and consider amending Kick Cancer Inc.'s charitable donation solicitation **dates**.

Business Agenda

1. Public Hearing to receive comments on the proposed 2020 Community Development Block Grant funding allocation.
2. Review and consider **resolution** authorizing the Village of Beverly Hills' Community Development Block Grant application for program year 2020.
3. Review and consider **resolution** authorizing Information Technology Service Agreement renewal with Oakland County.
4. Review and consider Fiscal Year 2019-2020 **Budget Amendments**.

Public comments

Manager's **report**

Council comments

Adjournment

The Village of Beverly Hills will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audiotapes of printed materials being considered at the meeting, to individuals with disabilities attending the meeting upon three working days' notice to the Village. Individuals with disabilities requiring auxiliary aids or services should contact the Village by writing or phone, 18500 W. Thirteen Mile Beverly Hills, MI 48025 (248) 646-6404.

Present: President Peddie; President Pro-Tem Abboud; Members: George, Hrydziuszko, Mueller, and Nunez

Absent: Mooney

Also Present: Village Manager, Wilson  
Village Clerk / Assistant Manager, Rutkowski  
Village Attorney, Ryan  
Public Safety Director, Torongeau  
Finance Director, McCarthy

Peddie called the regular Council meeting to order at 7:30 p.m. in the Village of Beverly Hills municipal building at 18500 W. Thirteen Mile Road. The Pledge of Allegiance was recited by those in attendance.

### **AMENDMENTS TO AGENDA/APPROVE AGENDA**

Motion by Mueller, second by Hrydziuszko, to approve the agenda as published.

Motion passed.

### **COMMUNITY ANNOUNCEMENTS**

James Delaney, Village representative on the Ad-Hoc Joint Senior Services Committee, reported that an interlocal agreement has been drafted. The intention is to create a commission, which in turn would assist Next Senior Living Services to buy or lease property should it become necessary. The Committee has representative from the Village, Birmingham, Bingham Farms, and Franklin. Next serves all of these communities and provides invaluable support for residents.

### **PUBLIC COMMENTS**

None.

### **CONSENT AGENDA**

Motion by Mueller, second by Nunez, to approve the consent agenda as published.

1. Review and consider approval of minutes of a regular Council meeting held October 1, 2019.
2. Review and file bills recapped as of Monday, October 15, 2019.
3. Set Public Hearing date for reprogramming of Community Development Block Grant allocation for Program Year 2017 for Tuesday, November 19, 2019.

Roll Call Vote:

Motion passed (6-0)

### **BUSINESS AGENDA**

#### **RECEIVE AND FILE AUDIT PRESENTATION BY PLANTE MORAN**

Council members are in receipt of the audited financial statements of the Village of Beverly Hills for the fiscal year ended June 30, 2019. A copy of the report and presentation are available at the Village Offices.

Auditor Martin Olejnik highlighted that the Village General Fund is in a strong position. The Village pension fund is 84% funded, and the OPEB is over 69% funded; the state average is 20%.

Auditor Rumzei Abdallah highlighted key points of the financial statements. He referred to a graph illustrating General Fund Revenue and the sources of that revenue. The biggest sources of revenue for the General Fund continue to be State Shared Revenue and Property Tax revenue and fees. A subsequent graph demonstrated an increase in taxable value and State Equalized Value (SEV) in the last five years.

A graph of General Fund Expenditures by major category illustrated that expenses are consistent with previous years. A graph depicting fund balances relative to the minimum target shows that the Village is above the recommended minimum of 20% of the next year's general fund expenditures. He discussed a graph showing progress on long-term debt obligations.

Olejnik discussed the letter addressed to the Village Council. The first section contains required communication on the audit process. Section two discusses the audit process in general. There were no issues discovered during the audit and no disagreements with management. Section three contains general recommendations from Plante Moran based on the results of the audit. There were no significant deficiencies in the audit. The items noted were related to controls over reconciliations and general ledgers.

Olejnik commended the Village for its record keeping and thanked Village staff for their assistance during the audit process. Peddie thanked Olejnik and Abdallah for presenting the audit report. She recognized the Village staff for a job well done.

Motion by George, second by Mueller, to receive and file the Financial Report dated October 1, 2019 for the year ending June 30, 2019.

Motion passed.

**PUBLIC HEARING TO RECEIVE COMMENTS ON THE PROPOSED MIDDLE SCHOOL GUARD HOUSE CONSTRUCTION AT DETROIT COUNTRY DAY SCHOOL (DCDS), 22305 W. 13 MILE ROAD**

Peddie opened the Public Hearing at 8:07 p.m.

No one wished to be heard, therefore the hearing was closed at 8:08 p.m.

**REVIEW AND CONSIDER SITE PLAN APPROVAL AND SPECIAL LAND USE REQUEST FROM DETROIT COUNTRY DAY SCHOOL, 22305 W. 13 MILE ROAD, FOR MIDDLE SCHOOL GUARD HOUSE**

The Village has received plans to install a building at the Middle School parking lot at Detroit Country Day School for use by security personnel. As a private school in the R-1, Single Family Residential Zone District, any accessory buildings require site plan and special land use approval. Village Ordinance, Section 22.14.030 requires special land use approval for accessory structures at a private school in a Single-Family Residential Zone District. Additionally, Section 22.08.300, j requires any modifications to the site after approval that are not in accordance with the approved site plan to obtain special land use approval.

The Planning Commission held a public hearing on August 28, 2019 for plans submitted by DCDS to install the building at the Middle School parking lot. Upon receiving public comments and reviewing the submittal, the Planning Commission made a recommendation that the Village Council approve the site plan and the special land use requests contingent on the Village receiving plans with compete title block, date, and location setbacks clearly marked, and the installation of “Do Not Block Driveway” signage in either direction before the private residence on Hillview Lane. Procedurally, a public hearing on the special land use request must be held by the Council prior to issuing a decision on the requests for special land use and site plan approval.

The Village has received updated plans pursuant to the Planning Commission recommendation. Additionally, the review letter from the Village Planning Consultant and an excerpt from the minutes of the Planning Commission meeting held August 28, 2019 were provided.

Mary Sclabassi, Security Director at DCDS, explained that the guard house will allow for the pre-screening of campus guests during school hours. The guard house would not be staffed during high traffic times to avoid traffic backups onto Hillview.

Mueller and Hrydziuszko asked for clarity on the hours the guard shack would be staffed. Sclabassi explained that someone would be there from after the start of the school day at 8:30 a.m. to just before student dismissal at 2:45 p.m.

George pointed out that there have been repeated requests for a copy of the security report which prompted the need for the guard house, none of which have been answered. He echoed others concerns related to the traffic flow and potential backups onto Hillview Lane. He is particularly concerned about times where there are special events, witch high volume traffic, during the school day. Sclabassi explained that the guard house would not be staffed during drop off and pick up times. During any special events scheduled, the cars would be allowed in the lot and not need pre-screening at the entrance.

Motion by Hrydziuszko, second by Mueller, be it resolved that the Village Council of Beverly Hills approves request for special land use approval from Detroit Country Day School, 22305 W. 13 Mile Road, to install a guard house at the Middle School parking lot entrance off Hillview Lane, provided it is staffed only from 8:30 a.m. to 2:45 p.m. Monday thru Friday, subject to review by Council.

Motion passed.  
George – opposed.

Motion by Hrydziuszko, second by Mueller, be it resolved that the Village Council of Beverly Hills approves request for modification to a site plan from Detroit Country Day School, 22305 W. 13 Mile Road, to install a guard house at the Middle School parking lot entrance off Hillview Lane.

Motion passed.

**REVIEW AND CONSIDER SITE PLAN APPROVAL REQUEST FROM DETROIT COUNTRY DAY SCHOOL, 22305 W. 13 MILE ROAD, FOR TENNIS COURT UPGRADES**

THESE MINUTES ARE NOT OFFICIAL. THEY HAVE NOT BEEN APPROVED BY THE VILLAGE COUNCIL.

Detroit Country Day School has submitted plans to perform renovations on the existing tennis courts at the upper school portion of their campus. Due to the scope of the project, Section 22.08.290 requires site plan approval prior to construction. Per Village Ordinance, Council must first refer the proposal to the Planning Commission for a recommendation after which Council will have the opportunity to review and consider approval of the proposal.

The plans submitted detail the proposed removal and reconstruction of the existing tennis courts, including excavation and removal of the courts and base materials (approximately 4,100 yds of material), installation of new base and surface, installation of edge drain, and removal and replacement of court fencing. The Planning Commission reviewed the plans at their meeting held September 25, 2019 at which time the school representative confirmed the fencing would be removed during the project and replaced upon completion and that no lighting is proposed to be installed. The project is slated to begin at the end of the school year, June 2020.

The Village Engineer has reviewed the plans and does not anticipate any impacts given the limited scope of modifications to the existing facilities. Administration will monitor the progress and inspect upon completion to ensure site plan compliance. The Village Planning Consultant has also reviewed the plans. Minutes of the Planning Commission meeting at which the Commission recommended approval of the site plan and a copy of the plans and scope of work provided by DCDS were provided to the Council.

Motion by Abboud, second by Hrydziuszko, be it resolved that the Village Council of Beverly Hills approves plans submitted by Detroit Country Day for renovations to existing tennis courts provided that no lights are added to the court and subject to review and approval by the Village Engineer for grading and drainage.

Motion passed.

## **PUBLIC COMMENTS**

None.

## **MANAGER'S REPORT**

**Senior Joint Services Commission** – There was a meeting of the Senior Joint Services Commission on Thursday, October 10th at Birmingham City Hall. I was not able to attend the meeting. Beverly Hills representative Jim Delaney did attend and is keeping me updated on the progress of the commission. Jim will likely be present at the meeting to give the Council an update on the progress of the meeting.

**Water Testing** – The Village has received some calls regarding water testing due to reports of testing in the City of Birmingham. The Village conducted the same number of tests as did Birmingham during the same time period and met all testing standards. These tests were open to any resident who wished to be tested. Some residents have requested testing based upon the most recent stories. Although the required testing period has passed, the Village will still offer water testing to any resident who is interested at no charge. Samples taken from the home will be tested at the same laboratory and results shared with the homeowner. Any resident interested in receiving testing, or in being included in future rounds of mandatory testing, can contact the Village offices.

**South Oakland County Mayors Association Dinner** – The October South Oakland Mayors Association Dinner is on Wednesday, October 16<sup>th</sup> and Council is invited to attend. The Village is jointly hosting this event along with the cities of Birmingham, Berkley, Lathrup Village and Royal Oak Township. Newly appointed Oakland County Executive Dave Coulter has agreed to be the guest speaker at this event.

**Halloween Hoot** – The 24<sup>th</sup> Annual Halloween Hoot is Saturday, October 26, 2019 at Beverly Park. There are details on the Village’s website and Facebook page. A special thanks to Trish Oen and all the volunteers who help organize this event.

**COUNCIL COMMENTS**

George reported positive feedback on the new crosswalks. He suggested Administration review Waltham and Beverly for a potential cross walk.

Hrydziuszko thanked all the residents who helped at the Park Clean Up Day.

Mueller invited residents to attend the Halloween Hoot on Saturday, October 26 in Beverly Park.

Nunez asked that any outstanding code issues be carried over to the next report. He would also like to see the section of code violated specified on the report.

Abboud reported on the various committees he represents the Village at and reported he has been working toward gaining Elected Officials Academy.

Peddie thanked McCarthy and her staff for all of their work on the audit.

Motion by Abboud, second by Nunez, to adjourn the meeting at 8:48 pm.

Motion passed.

**Lee Peddie**  
**Council President**

**Kristin Rutkowski**  
**Village Clerk**

**Elizabeth Lyons**  
**Recording Secretary**



TO PRESIDENT PEDDIE & MEMBERS OF THE VILLAGE COUNCIL. THE FOLLOWING IS A LIST OF EXPENDITURES FOR APPROVAL. ACCOUNTS PAYABLE RUN FROM 10/14/2019 THROUGH 10/28/2019.

ACCOUNT TOTALS:

101	GENERAL FUND	\$104,895.08
202	MAJOR ROAD FUND	\$4,704.69
203	LOCAL STREET FUND	\$18,435.77
205	PUBLIC SAFETY DEPARTMENT FUND	\$252,033.83
268	LIBRARY	\$126,230.25
592	WATER/SEWER OPERATION FUND	\$40,079.65
701	TRUST & AGENCY FUND	\$1,663.45
	TOTAL	<u>\$548,042.72</u>
	MANUAL CHECKS- COMERICA	\$0.00
	MANUAL CHECKS- INDEPENDENT	\$5,599.38
	ACCOUNTS PAYABLE	<u>\$548,042.72</u>
	GRAND TOTAL	<u><u>\$553,642.10</u></u>

Check Date	Bank	Check	Vendor	Vendor Name	Invoice Vendor	Amount
Bank COM COMERICA						
10/28/2019	COM	81099	31164	APOLLO FIRE APPARATUS	APOLLO FIRE APPARATUS	1,475.78
10/28/2019	COM	81100	01100	APOLLO FIRE EQUIPMENT	APOLLO FIRE EQUIPMENT	103.23
10/28/2019	COM	81101	53284	APPLIED IMAGING	APPLIED IMAGING	14.15
10/28/2019	COM	81102	51802	ARROW OFFICE SUPPLY CO.	ARROW OFFICE SUPPLY CO.	93.62
10/28/2019	COM	81103	02100	BALDWIN PUBLIC LIBRARY	BALDWIN PUBLIC LIBRARY	126,230.25
10/28/2019	COM	81104	33004	BATTERIES PLUS	BATTERIES PLUS	27.00
10/28/2019	COM	81105	MISC	BCM HOME IMPROVEMENT	BCM HOME IMPROVEMENT	300.00
10/28/2019	COM	81106	30920	BELLE TIRE	BELLE TIRE	692.88
10/28/2019	COM	81107	51409	BEVERLY HILLS ACE	BEVERLY HILLS ACE	85.26
10/28/2019	COM	81108	30861	BLUE CARE NETWORK	BLUE CARE NETWORK	36,552.29
10/28/2019	COM	81109	52071	BLUE CROSS BLUE SHIELD	BLUE CROSS BLUE SHIELD	35,050.64
10/28/2019	COM	81110	MISC	CALCULUS FOUNDATION SYST	CALCULUS FOUNDATION SYST	300.00
10/28/2019	COM	81111	58597	CATHY WHITE	CATHY WHITE	404.05
10/28/2019	COM	81112	59347	CINTAS CORPORATION #31	CINTAS CORPORATION #31	62.02
10/28/2019	COM	81113	MISC	CITI ROOFING	CITI ROOFING	200.00
10/28/2019	COM	81114	50392	CITY OF BIRMINGHAM	CITY OF BIRMINGHAM	499.50
10/28/2019	COM	81115	31925	COALITION OF PUBLIC SAFE	COALITION OF PUBLIC SAFE	20,328.66
10/28/2019	COM	81116	04500	COMEAU EQUIPMENT CO INC.	COMEAU EQUIPMENT CO INC.	26,776.77
10/28/2019	COM	81117	50826	CONSUMERS ENERGY	CONSUMERS ENERGY	118.84
10/28/2019	COM	81118	MISC	Consumers Energy	Consumers Energy	5,000.00
10/28/2019	COM	81119	MISC	CONSUMERS ENERGY CO	CONSUMERS ENERGY CO	5,000.00
10/28/2019	COM	81120	53356	EJ USA, INC.	EJ USA, INC.	359.47
10/28/2019	COM	81121	31228	EXXONMOBIL	EXXONMOBIL	4,216.11
10/28/2019	COM	81122	59813	FIRE DEFENSE EQUIPMENT	FIRE DEFENSE EQUIPMENT C	47.25
10/28/2019	COM	81123	MISC	FRIESEN, CHET W	FRIESEN, CHET W	200.00
10/28/2019	COM	81124	60130	FROM THE DESK OF LIZ LYC	FROM THE DESK OF LIZ LYC	153.75
10/28/2019	COM	81125	60182	G & G PLUMBING & MECHANIG	G & G PLUMBING & MECHANI	381.90
10/28/2019	COM	81126	58747	GOVERNMENT LEASING & FING	GOVERNMENT LEASING & FIN	90,125.19
10/28/2019	COM	81127	53489	GREAT AMERICA FINANCIAL	GREAT AMERICA FINANCIAL	600.00
10/28/2019	COM	81128	MISC	GRENNAN CONSTRUCTION	GRENNAN CONSTRUCTION	500.00
10/28/2019	COM	81129	53583	GUARDIAN	GUARDIAN	6,842.70
10/28/2019	COM	81130	MISC	HICKSON HOME IMPROVEMENT	HICKSON HOME IMPROVEMENT	200.00
10/28/2019	COM	81131	MISC	HOME INSPECTION PLUS INC	HOME INSPECTION PLUS INC	200.00
10/28/2019	COM	81132	39070	J.H. HART URBAN FORESTRY	J.H. HART URBAN FORESTRY	5,664.00
10/28/2019	COM	81133	59423	JAMES HEALY	JAMES HEALY	240.00
10/28/2019	COM	81134	59930	JONATHON DEWINDT	JONATHON DEWINDT	100.00
10/28/2019	COM	81135	59352	KARRIE MARSH	KARRIE MARSH	1,527.00
10/28/2019	COM	81136	31003	KEARN'S BROTHERS INC.	KEARN'S BROTHERS INC.	196.00
10/28/2019	COM	81137	MISC	KEARNS BROTHERS	KEARNS BROTHERS	300.00
10/28/2019	COM	81138	60176	KELSEY O'DONNELL	KELSEY O'DONNELL	100.00
10/28/2019	COM	81139	60077	KRISTIN RUTKOWSKI	KRISTIN RUTKOWSKI	296.90
10/28/2019	COM	81140	53316	LANG'S ON-SITE SERVICES	LANG'S ON-SITE SERVICES	195.00
10/28/2019	COM	81141	53573	MACOMB COMMUNITY COLLEGE	MACOMB COMMUNITY COLLEGE	175.00
10/28/2019	COM	81142	49491	MAINS LANDSCAPE SUPPLY	MAINS LANDSCAPE SUPPLY	132.54
10/28/2019	COM	81143	59116	MARGARET A.S. BEKE	MARGARET A.S. BEKE	68.25
10/28/2019	COM	81144	59799	MICHAEL MINEWISER	MICHAEL MINEWISER	100.00
10/28/2019	COM	81145	59614	MICHIGAN MUNICIPAL LEAGU	MICHIGAN MUNICIPAL LEAGU	80.00
10/28/2019	COM	81146	11000	MICHIGAN MUNICIPAL RISK	MICHIGAN MUNICIPAL RISK	88,743.00
10/28/2019	COM	81147	51461	MUNICIPAL WEB SERVICES	MUNICIPAL WEB SERVICES	285.00
10/28/2019	COM	81148	60180	NATIONAL PEN	NATIONAL PEN	169.54
10/28/2019	COM	81149	59112	NEXT	NEXT	3,284.37
10/28/2019	COM	81150	51799	NYE UNIFORM EAST	NYE UNIFORM EAST	331.49
10/28/2019	COM	81151	59533	NYHART	NYHART	1,000.00
10/28/2019	COM	81152	51751	O.C.W.R.C.	O.C.W.R.C.	31,289.00
10/28/2019	COM	81153	59735	OAKLAND COMMUNITY COLLEGE	OAKLAND COMMUNITY COLLEGE	250.00
10/28/2019	COM	81154	50830	OAKLAND COUNTY TREASUREF	OAKLAND COUNTY TREASUREF	5,631.25
10/28/2019	COM	81155	60181	OAKLAND COUNTY TREASUREF	OAKLAND COUNTY TREASUREF	20.00
10/28/2019	COM	81156	14100	OBSERVER & ECCENTRIC	OBSERVER & ECCENTRIC	43.44
10/28/2019	COM	81157	49769	OFFICE EXPRESS	OFFICE EXPRESS	140.95
10/28/2019	COM	81158	60178	PAIGE HARRISON	PAIGE HARRISON	100.00
10/28/2019	COM	81159	MISC	PERFORMANCE RESIDENTIAL	PERFORMANCE RESIDENTIAL	300.00
10/28/2019	COM	81160	30035	PLANTE & MORAN, PLLC	PLANTE & MORAN, PLLC	5,460.00
10/28/2019	COM	81161	MISC	PRM CUSTOM BUILDERS LLC	PRM CUSTOM BUILDERS LLC	2,200.00
10/28/2019	COM	81162	59122	RAPID RESPONSE	RAPID RESPONSE	99.98
10/28/2019	COM	81163	32235	RICHARD REPRODUCTIONS	RICHARD REPRODUCTIONS	75.00
10/28/2019	COM	81164	16100	ROAD COMMISSION FOR OAKI	ROAD COMMISSION FOR OAKI	3,397.13
10/28/2019	COM	81165	59396	ROCKET ENTERPRISE INC.	ROCKET ENTERPRISE INC.	111.50
10/28/2019	COM	81166	16500	S.O.C.R.R.A.	S.O.C.R.R.A.	29,433.00
10/28/2019	COM	81167	MISC	SAS CONSTRUCTION	SAS CONSTRUCTION	200.00
10/28/2019	COM	81168	60179	SHELDON WECHLER	SHELDON WECHLER	200.00
10/28/2019	COM	81169	51356	SOUTHFIELD MUFFLER & BR	SOUTHFIELD MUFFLER & BR	562.05
10/28/2019	COM	81170	MISC	TITTLE BROTHERS CONSTRUCT	TITTLE BROTHERS CONSTRUCT	200.00
10/28/2019	COM	81171	51066	UNEMPLOYMENT INSURANCE A	UNEMPLOYMENT INSURANCE A	657.00
10/28/2019	COM	81172	MISC	UNITED HOME SERVICES INC	UNITED HOME SERVICES INC	400.00
10/28/2019	COM	81173	50767	VERIZON WIRELESS	VERIZON WIRELESS	66.54
10/28/2019	COM	81174	38205	VERIZON WIRELESS MESSAGI	VERIZON WIRELESS MESSAGI	376.48
10/28/2019	COM	81175	MISC	WALLSIDE WINDOWS	WALLSIDE WINDOWS	400.00
10/28/2019	COM	81176	60177	WILLIAM MACIK JR.	WILLIAM MACIK JR.	100.00



10/24/2019 10:14 AM  
User: KARRIE  
DB: Beverly Hills

CHECK REGISTER FOR VILLAGE OF BEVERLY HILLS  
CHECK DATE FROM 10/28/2019 - 10/28/2019

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Check Date	Bank	Check	Vendor	Vendor Name	Invoice Vendor	Amount
10/28/2019	COM	81177	MISC	WINDOW PRO HOLDINGS LLC	WINDOW PRO HOLDINGS LLC	200.00
COM TOTALS:						
Total of 79 Checks:						548,042.72
Less 0 Void Checks:						0.00
Total of 79 Disbursements:						548,042.72

10/24/2019 10:16 AM  
User: KARRIE  
DB: Beverly Hills

CHECK REGISTER FOR VILLAGE OF BEVERLY HILLS  
CHECK DATE FROM 10/11/2019 - 10/28/2019

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Check Date	Bank	Check	Vendor	Vendor Name	Invoice Vendor	Amount
Bank IND INDEPENDENT BANK						
10/14/2019	IND	1111	59923	GORDON RUSS		450.00
10/14/2019	IND	1112	50074	JUDY SIMA		300.00
10/14/2019	IND	1113	59637	MICHELLE MCKINNEY		300.00
10/14/2019	IND	1114	50396	KEITH BROWN		300.00
10/23/2019	IND	1115	59636	COSTCO WHOLESALE		4,189.38
10/24/2019	IND	1116	20900	ZIP ETC INC		60.00
IND TOTALS:						
Total of 6 Checks:						5,599.38
Less 0 Void Checks:						0.00
Total of 6 Disbursements:						5,599.38



**To:** Honorable President Peddie; Village Council Members  
Chris Wilson, Village Manager

**From:** Kristin Rutkowski, Village Clerk/Assistant Village Manager

**Subject:** Kick Cancer Inc. Charitable Donation Solicitation

**Date:** October 31, 2019

At the September 17, 2019 regular meeting, the Village Council approved Kick Cancer Inc.'s request to solicit charitable donations at several intersections in Beverly Hills from October 30 – November 2, 2019. Due to heavy rainfall, the non-profit organization was unable to solicit donations on October 30 and October 31. The organization has requested that Council amend the previous approval to include two rain dates: December 5 and December 6, 2019. A certificate of liability insurance is on file with the Clerk's Office.

The previously approved locations are the intersections at:

- 13 Mile and Greenfield
- 13 Mile and Southfield
- 13 Mile and Lahser
- 14 Mile and Greenfield
- 14 Mile and Southfield
- 14 Mile and Lahser
- 13 Mile and Evergreen

Their standard practice is to wear fluorescent, reflective vests and work only in daylight hours.

**Suggested Resolution:**

Be it resolved, the Village Council of Beverly Hills hereby authorizes Kick Cancer Inc. to solicit donations at the abovementioned intersections in Beverly Hills on December 5 and December 6, 2019 provided that a certificate of liability insurance naming the Village of Beverly Hills as an additional insured is submitted to the Clerk's Office prior to the collection.



To: Honorable President Peddie; Village Council  
Chris Wilson, Village Manager

From: Erin LaPere, Planning & Zoning Administrator

Re: Program Year 2020 Community Development Block Grant Application

Date: October 30, 2019

### **Background and Findings**

Beverly Hills has participated in the federally funded Community Development Block Grant (CDBG) program for more than 25 years. We are currently in a three-year contract (2018, 2019 and 2020) with Oakland County to participate in this program which is administered through Oakland County's Community & Home Improvement Division.

The Village's estimated allocation for Program Year 2020 is \$13,049. The annual CDBG allocation is based on a formula that uses several objective measures of community needs. HUD has established three national objectives, at least one of which must be met, to determine eligibility for a community to engage in any specific program. Additionally, the Village must comply with several rules, including a limit on our allocation for public service projects to a maximum of 30% of the total 2020 allocation and a minimum of allocation of \$3,500 for each project.

This year Council is being asked to consider allocating funds for Minor Home Repair services and Public Services - Yard Services for low-income and low-moderate-income level citizens. A description of each service is attached. This year we are recommending allocating \$9,135 for minor home repair and \$3,914 for yard services through the CDBG program. The Village outsources the administration of these programs through a bid process, and NEXT has been the service provider for many years. NEXT continues to be a valued partner and ensures the program is administered per the extensive CDBG requirements.

The Village has received a request from HAVEN seeking a contribution for their program that provides services for victims of domestic violence, dating violence, sexual assault or stalking. Due to CDBG requirements and limitations for project funding, we cannot allocate funds to both the Yard Services program and to HAVEN. Therefore, without Council objection, administration is recommending the Village make a General Fund contribution for the same amount, \$3,914.00, to HAVEN, as it has done in the past to support their program.

**Recommendation**

The following is a breakdown of the proposed allocation:

Minor Home Repair	\$ 9,135
Public Services – Yard Services	<u>\$ 3,914</u>
TOTAL	\$13,049

**Resolution**

Whereas, Oakland County is preparing an Annual Action Plan to meet application requirements for the Community Development Block Grant (CDBG) program, and other Community Planning and Development (CPD) programs, and;

Whereas, Oakland County has requested CDBG-eligible projects from participating communities for inclusion in the Action Plan, and

Whereas, the Village of Beverly Hills has duly advertised and conducted a public hearing as follows:

President Peddie opened the Public Hearing at \_\_\_\_\_ p.m.

(Any comments will be recorded here)

President Peddie closed the Public Hearing at \_\_\_\_\_ p.m. on November 5, 2019 for the purpose of receiving public comments regarding the proposed use of PY 2020 Community Development Block Grant (CDBG) funds in the approximate amount of \$13,049, and

Whereas, the Village of Beverly Hills found that the following projects meet the federal objectives of the CDBG program and are prioritized by the community as high priority need.

<b>Account</b>	<b>Project Name</b>	<b>Amount</b>
172170-731227	Minor Home Repair	\$9,135
172160-732170	Public Services – Yard Services	\$3,914

Therefore Be It Resolved, that the Village of Beverly Hills’ CDBG application is hereby authorized to be submitted to Oakland County for inclusion in Oakland County’s Annual Action Plan to the U.S. Department of Housing and Urban Development, and that the Council President is hereby authorized to execute all documents, agreements, or contracts which result from this application to Oakland County.

attachment

## MINOR HOME REPAIR (REHAB; SINGLE UNIT RESIDENTIAL)

<b>Program/Account #</b>	172170-731227
<b>Eligible Uses</b>	Use this code for loans and grants to provide less extensive repairs (no more than \$5,000) for the rehabilitation of privately-owned homes.
<b>Project Delivery Costs</b>	Project Service Delivery Costs including staff timesheets, other direct costs, and service costs directly related to carrying out this activity are eligible. Cost reasonableness standards apply.
<b>Notes</b>	Minor Home Repairs must conform to Oakland County guidelines and State of MI Lead Based Paint requirements. <b>This is a strictly income qualified project.</b> <b>Documentation of income eligibility must be kept on file.</b> A current <b>HOUSEHOLD DBA REPORT</b> must be submitted with each invoice. If an agency is hired to administer this activity, contracts must be executed specifying services, duration, cost, etc. <b>Contact Contract Compliance at (248) 858-0196 when compiling bids/specs</b>
<b>Environmental Code</b>	<b>Categorically Excluded</b>
<b>HUD Matrix Code</b>	14A
<b>Authority</b>	24 CFR 570.202(a)(1) or 42 USC 5305(a)(4)
<b>National Objective Codes</b>	<b>Contact Planning &amp; Evaluation at (248) 858-5312 to determine National Objective. Options include:</b> LMH – Low-income housing benefit: activities that are carried out for providing or improving permanent residential structures that will be occupied by low-income households.
<b>Accomplishment Type</b>	Housing Units
<b>Performance Objective</b>	Provide Decent Affordable Housing
<b>Performance Outcome</b>	Affordability
<b>Minor Home Repairs include the following:</b>	
Clean, adjust, test and replace furnaces	Replace defective windows (see LBP provisions)
Replace water heaters	Install storm doors and/or storm windows
Replace garbage disposals	Replace roofs, downspouts, gutters and siding
Replace toilets	Tuckpoint chimneys
Replace shower heads and tub/laundry/kitchen faucets	Paint interior & exterior of homes built after 1978 (see LBP provisions)
Repair water and waste lines	Remove large items or large amounts of debris from and around home
Rod sewer lines	Remove architectural barriers
Change electrical services	Correct single code violations
Replace defective light fixtures	Repair sidewalk and driveway tripping hazards
Install switches and light at entry ways	Replace wall/ceiling plaster/drywall (See LBP provisions)
Replace accessible defective wiring	Connect residences to municipal water and/or sewer
Replace entrance doors (see LBP provisions)	Install battery operated or hard-wired smoke detectors
Replace porch decks, stairs and handrails	One-time insect/vermin extermination
Reinforce porches	Dangerous tree or limb removal

## OTHER PUBLIC SERVICES NOT LISTED IN 03T AND 05A-05Y

<b>Program</b>	172160		
<b>Eligible Uses</b>	Only use code when an activity does not fall under a more specific 05A-05Y code. An example of a legitimate use of this code is when a public service activity that does not have a more specific matrix code, provides services to multiple groups of clients such as seniors, persons with disabilities and homeless persons. For instance, for a "meals on wheels" program for seniors and persons with disabilities, use 05Z. If this program had been available to only seniors, the correct matrix code is 05A.		
<b>Account #</b>	<b>Safety &amp; Repair - 731665</b>		
Small jobs that are less than \$600 and can be completed in a reasonable time. A permit typically is not required. A local maintenance/ handyperson can complete the jobs.			
<b>Safety Devices</b>		<b>Repair Services</b>	
Bed Aide/Commode	Jell Cushion	Cabinets & Countertops	Roof repair
Bells/Whistles/Monitors/Amps	Large Button Phone	Caulk Tub/Toilets/ Windows	Siding < 20 sq. ft.
Blood Pressure Monitors	Magnifying Glass/Sheet	Chimney	Sinks/Faucets installed
Bottle/Jar Openers	Non-skid Tub	Elec Outlets/Switches/Cover Plates	Smoke/CO detectors installed
Canes	Mat/Strips	Floor repair	Stairs & Handrail
Laundry/Shopping Carts	Pill Boxes	Gutter/Downspout	Storm Doors installed
Clapper	Power Outlet Strip	Duct work/Pipe/Water heater insulation	Supply Lines
CO Detectors	Raised Toilet Seats	Light Bulbs change	Thermostats installed
Diapers/Pads	Reachers	Lock Sets & Dead Bolts installed	Toilets installed
First Aid Kits	Shower Chair/Transfer Bench	Patch < 2 sf holes in drywall/plaster	Tree Trimming
Flashing Telephones	Smoke Detector	Porch & Deck < 20 sf	Waste Lines
Flashlights/Night Lights	Talking Clock/ Watch/Keychain		
Grab Bars installed	Wheelchairs/Walkers		
Handheld Showers			
<b>Housekeeping - 730880</b>		<b>Yard Services - 732170</b>	
Projects to clean the interior of a home.		Lawn service, snow removal, spring/fall yard clean up, gutter cleaning, tree trimming, and dangerous tree	
<b>Project Delivery Costs</b>	Project Service Delivery Costs including staff timesheets, other direct costs, and service costs directly related to carrying out this activity are eligible. Cost reasonableness standards apply.		
<b>Notes</b>	This activity can be designed to serve clients who are presumed benefit, income qualified or clients who are presumed benefit and income qualified. Communities must develop an application and advertise availability of services. A current <b>PERSON DBA REPORT</b> must be submitted with each invoice which indicates the income eligibility or presumed benefit eligibility of clients served. Supporting documentation must be provided to the County to receive reimbursement. If an agency is hired to administer the activity, contracts must be executed specifying services, duration, cost, etc.		
<b>Environmental Code</b>	Exempt		
<b>Authority</b>	24 CFR 570.201(e) or 42 USC 5305(a)(8) + 24 CFR 570.482(c)(2)		
<b>HUD Matrix Code</b>	05Z		
<b>National Objective Codes</b>	<b>Contact Planning &amp; Evaluation at (248) 858-5312 to determine National Objective. Options include:</b> LMC – Low-income limited clientele benefit: activities that benefit a limited clientele, at least 51% of which are low-income.		
<b>Accomplishment Type</b>	People		
<b>Performance Objective</b>	Suitable Living Environment		
<b>Performance Outcome</b>	Improved Availability/Accessibility		



HAVEN

LIVE WITHOUT FEAR

October 1, 2019

Mr. Chris Wilson  
Village of Beverly Hills  
18500 W 13 Mile Rd  
Beverly Hills, MI 48025-5267

(248) 646-3703  
cwilson@villagebeverlyhills.com

Dear Mr. Wilson:

Violence in families is everywhere, crossing racial, ethnic, cultural, social, and economic boundaries. The impact of this violence invades our schools, places of worship, offices, businesses, factories, and throughout our neighborhoods.

Since 1982, HAVEN has been dedicated to building violence-free communities where everyone can live without fear. HAVEN maintains a 24-hour emergency shelter exclusively for domestic violence victims and their children and sexual assault survivors who are afraid to stay in their own homes. HAVEN offers counseling and education that help families stop the violence, begin the process of healing, and create the hope that their future will be free from abuse. The agency steps out into the community – over the phone, in courtrooms, police stations, hospitals, schools, the workplace, and at community meetings – to provide crisis intervention and education to help victims and families prevent violence in future generations. HAVEN staff manage a Personal Protection Order Office exclusively for victims of domestic violence and sexual assault located in the Circuit Court system, helping victims with the creation and filing of Personal Protection Orders, at no charge, as the first step in their safety plan.

HAVEN, through its comprehensive work, serves to break the silence that has kept the crimes of domestic violence and sexual assault behind closed doors. This silence has only served to allow these crimes to flourish. From July 1, 2018 through June 30, 2019, 7 individuals were seen within our programs and 2 crisis calls were received from families in the Village of Beverly Hills who took the first step to break their own silence by contacting HAVEN.

Our agency is again reaching out to you for support of our work with an even greater need as we assume the burden of increased clientele and additional staff to maintain these vital services. We ask that you continue to support these families through a Community Development Block Grant of \$2500 for fiscal year 2020-2021. Please remember that the federal government presumes that domestic violence victims are considered to be low-income and therefore qualify for inclusion in block grant public service requests.

HAVEN looks forward to the opportunity to meet with you this year to provide further information on this request and answer any questions you may have. In the meantime, if you wish to speak with me, I can be reached at (248) 334-1284, Ext. 319, or you may contact our CDBG Coordinator, Wendy Powers at Ext. 306. Thank you.

Sincerely,

Philip D. Whitfield  
Director of Business Operations



**Beverly Hills**

**Fiscal Year 2018-19 Costs to provide services**

	<b>Clients Served</b>	<b>Cost</b>
Counseling Program	2	\$ 1,006.00
Personal Protection Orders	2	\$ 392.00
Court Advocacy	3	\$ 345.00
Residential	0	\$ -
START - Forensic Exams	0	\$ 4,822.00
Crisis Line	2	\$ 232.00
<b>Total</b>	<b>9</b>	<b>\$ 6,797.00</b>

# Memorandum

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**To:** Honorable Lee Peddie, Village President; Village Council  
**From:** Chris D. Wilson, Village Manager  
**CC:** Kristin Rutkowski, Clerk/Assistant Manager; Richard Torongeau, Public Safety Director; Erin LaPere, Planning and Zoning Administrator.  
**Date:** 11/1/2019  
**Re:** I.T. Services Agreement with Oakland County

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Oakland County has been reviewing and updating their agreements with local units of government for various services that are shared or provided collaboratively. Accordingly, a revised agreement for Information Technology (IT) Services between Oakland County and the Village has been provided for our review and consideration.

The Village and Oakland County work collaboratively on many IT functions. The Courts and Law Enforcement Management Information Systems (CLEMIS) is a vital law enforcement tool operated by Oakland County allowing local agencies to share and access data. The Public Safety Department is a CLEMIS agency and uses this information daily in police operations.

The Village Building Department also utilizes Geographic Information Systems (GIS) services through Oakland County for mapping, assessing, planning and zoning, and infrastructure records. Oakland County maintains ESRI software licensing that the Village also utilizes on a daily basis.

Village Administration has reviewed the agreement provided by Oakland County and finds that it does a good and thorough job of memorializing the current state of IT services between the Village and County.

***Recommendation -- ...resolve that the Village Council approve and authorize the Village Manager to execute the Interlocal Agreement for Information Technology Services between Oakland County and the Village of Beverly Hills as submitted.***

**AGREEMENT FOR I.T. SERVICES BETWEEN  
OAKLAND COUNTY AND  
Village of Beverly Hills**

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This Agreement (the "Agreement") is made between Oakland County, a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and the Village of Beverly Hills ("Public Body") 18600 W. Thirteen Mile Rd., Beverly Hills, MI 48025. County and Public Body may also be referred to jointly as "Parties".

**PURPOSE OF AGREEMENT.** County and Public Body enter into this Agreement for the purpose of providing Information Technology Services ("I.T. Services") for Public Body pursuant to Michigan law.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows.
  - 1.1. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, Exhibit and attachment.
  - 1.2. **Claims** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against County or Public Body, or for which County or Public Body may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
  - 1.3. **"Confidential Information"** means all information and data that the County is required or permitted by law to keep confidential including records of County' security measures, including security plans, security codes and combinations, passwords, keys, and security procedures, to the extent that the records relate to ongoing security of the County as well as records or information to protect the security or safety of persons or property, whether public or private, including, but not limited to, building, public works, and public water supply designs relating to ongoing security measures, capabilities and plans for responding to a violation of the Michigan anti-terrorisms act, emergency response plans, risk planning documents, threat assessments and domestic preparedness strategies.
  - 1.4. **County** means Oakland County, a Municipal and Constitutional Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.

- 1.5. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
- 1.6. **Public Body** means the Village of Beverly Hills which is an entity created by state or local authority or which is primarily funded by or through state or local authority, including, but not limited to, its council, its Board, its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors. For purposes of this Agreement, Public Body includes any Michigan court, when acting in concert with its funding unit, to obtain I.T. Services.
- 1.7. **Public Body Employee** means any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Public Body, licensees, concessionaires, contractors, subcontractors, independent contractors, agents, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal, representative or official capacities), and/or any persons acting by, through, under, or in concert with any of the above who have access to the I.T. Services provided under this Agreement. "Public Body Employee" shall also include any person who was a Public Body Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.8. **Points of Contact** mean the individuals designated by Public Body and identified to County to act as primary and secondary contacts for communication and other purposes as described herein.
- 1.9. **I.T. Services** means the following individual I.T. Services provided by County's Department of Information Technology, if applicable:
  - 1.9.1. **Online Payments** mean the ability to accept payment of monies owed to Public Body initiated via a website maintained by County using a credit card, a debit card that functions as a credit card, or electronic debit of a checking account.
  - 1.9.2. **Over The Counter Payments** means the ability to accept payment of monies owed to Public Body initiated via a credit card reader attached to an on-premise computer with access to a website maintained by County using a credit card or a debit card that functions as a credit card.
  - 1.9.3. **Pay Local Taxes** means the ability to accept payment of local property taxes owed to Public Body initiated via a website maintained by County using a credit card, a debit card that functions as a credit card, or an electronic debit of a checking account. (Does not apply to Public Bodies outside of Oakland County).
  - 1.9.4. **Jury Management System** means a subscription based software that facilitates the selection and communication with potential and selected individuals who may serve as jurors.
  - 1.9.5. **Web Publishing Suite** means the ability for Public Bodies to have and/or manage a public web presence using standard County technologies and platforms, template-based solutions, semi-custom website designs, content management, and/or support services.
  - 1.9.6. **Data Center Use & Services** means providing space for Public Body's equipment in County's Data Center and access to electrical power and backup power.

- 1.9.7. **Remedial Support Services** means providing Public Body assistance with diagnosis and configuration of Public Body owned system components.
- 1.9.8. **Oaknet Connectivity** means use of communication lines and network equipment maintained by County for the transmission of digital information whether leased or owned by County.
- 1.9.9. **Internet Service** means access to the Internet from Public Body's work stations. Access from the Internet to Public Body's applications, whether at County or at Public Body (hosting), is not included.
- 1.9.10. **CLEMIS** means the Court and Law Enforcement Management Information System, an information management system comprised of specific software applications (CLEMIS Applications) operated and maintained by the CLEMIS Division of County.
- 1.9.11. **ArcGIS Online** means the ability to access a web based, collaborative Geographic Information System (GIS) that allows users having an ArcGIS Online (AGO) Named User account to create and share maps, applications (apps), layers, analytics, and data in Environmental Systems Research Institute, Inc.'s ("ESRI") secure cloud.
- 1.9.12. **Data Sharing** means the ability for the Public Body to utilize Access Oakland Products and data owned and maintained by the County on or in relation to its Geographic Information System (GIS).
- 1.9.13. **Pictometry Licensed Products** means the ability to use a Geographic Information System (GIS) solution that allows authorized users to access Pictometry-hosted high-resolution, orthogonal and oblique imagery.
- 1.9.14. **Security Best Practices Advice** means providing information on tools that may be used to enhance network security posture.
- 1.9.15. **Collaborative Asset Management System ("CAMS")** means providing for the collaborative use of information related to public assets, such as water, sanitary sewer, and/or storm sewer infrastructure, that is managed by various governmental entities participating in the CAMS within the County of Oakland in order to promote the effective maintenance and care of these assets.
- 1.10. **Service Center** means the location of technical support and information provided by County's Department of Information Technology.
- 1.11. **Exhibits** mean the following descriptions of I.T. Services which are governed by this Agreement only if they are attached to this Agreement and selected below or added at a later date by a formal amendment to this Agreement:
- Exhibit I: Online Payments
  - Exhibit II: Over The Counter Payments
  - Exhibit III: Pay Local Taxes
  - Exhibit IV: Jury Management System
  - Exhibit V: Web Publishing Suite
  - Exhibit VI: Remedial Support Services
  - Exhibit VII: Data Center Use and Services

- X Exhibit VIII: Oaknet Connectivity
- X Exhibit IX: Internet Service
- X Exhibit X: CLEMIS
- X Exhibit XI: ArcGIS Online
- X Exhibit XII: Data Sharing
- X Exhibit XIII: Pictometry Licensed Products
- Exhibit XIV: Security Best Practice Advice
- Exhibit XV: Collaborative Asset Management System (CAMS)

## 2. **COUNTY RESPONSIBILITIES.**

- 2.1. County, through its Department of Information Technology, shall provide the I.T. Services selected above which are attached and incorporated into this Agreement.
- 2.2. County shall support the I.T. Services as follows:
  - 2.2.1. **Access.** County will provide secure access to I.T. Services for use on hardware provided by Public Body as part of its own computer system or as otherwise provided in an Exhibit to this Agreement.
  - 2.2.2. **Maintenance and Availability.** County will provide maintenance to its computer system to ensure that the I.T. Services are functional, operational, and work for intended purposes. Such maintenance to County's system will include "bug" fixes, patches, and upgrades, such as software, hardware, database and network upgrades. The impact of patches and/or upgrades to the applications will be thoroughly evaluated by County and communicated to Public Body through their Points of Contact prior to implementation in Public Body's production environment. County will reserve scheduled maintenance windows to perform these work activities. These maintenance windows will be outlined specifically for each application in the attached Exhibits.
    - 2.2.2.1. If changes to scheduled maintenance windows or if additional maintenance times are required, County will give as much lead time as possible.
    - 2.2.2.2. During maintenance windows, access to the application may be restricted by County without specific prior notification.
- 2.3. County may deny access to I.T. Services so that critical unscheduled maintenance (i.e. break-fixes) may be performed. County will make prompt and reasonable efforts to minimize unscheduled application downtime. County will notify the Points of Contact about such interruptions with as much lead time as possible.
- 2.4. **Backup and Disaster Recovery.**
  - 2.4.1. County will perform periodic backups of I.T. Services hosted on County's computer system. Copies of scheduled backups will be placed offsite for disaster recovery purposes.
  - 2.4.2. County will maintain a disaster recovery process that will be used to recover applications during a disaster or failure of County's computer system.

2.5. **Auditing.** County may conduct scheduled and unscheduled audits or scans to ensure the integrity of County’s data and County’s compliance with Federal, State and local laws and industry standards, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) and Payment Card Industry Data Security Standard (PCI DSS.)

2.5.1. In order to limit possibility of data theft and scope of audit requirements, County will not store credit card account numbers. County is only responsible for credit card data only during the time of transmission to payment processor.

2.6. **Training and Information Resources.** County may provide training on use of the I.T. Services on an as-needed basis or as set forth in an Exhibit to this Agreement.

2.7. **Service Center.** I.T. Service incidents requiring assistance must be reported to the Service Center, by the Points of Contact, to the phone number, e-mail or website provided below. The Service Center is staffed to provide support during County’s normal business hours of 8:30 a.m. to 5:00 p.m., EST, Monday through Friday, excluding holidays. The Service Center can receive calls to report I.T. Service outages 24 hours a day, 7 days a week. Outages are defined as unexpected service downtime or error messages. Depending on severity, outage reports received outside of County’s normal business hours may not be responded to until the resumption of County’s normal business hours.

Service Center Phone Number	248-858-8812
Service Center Email Address	servicecenter@oakgov.com
Service Center Website	<a href="https://sc.oakgov.com">https://sc.oakgov.com</a>

2.8. County may access, use and disclose transaction information and any content to comply with the law such as a subpoena, Court Order or Freedom of Information Act request. County shall first refer all such requests for information to Public Body’s Points of Contact for their response within the required time frame. County shall provide assistance for the response if requested by the Public Body's Points of Contact, and if able to access the requested information. County shall not distribute Public Body’s data to other entities for reasons other than in response to legal process.

2.9. I.T. service providers require County to pass through to Public Body certain terms and conditions contained in license agreements, service agreements, acceptable use policies and similar terms of service, in order to provide I. T. Services to Public Body. Links to these terms and conditions will be provided to Public Body and will be listed on the County’s website. County will provide notice when it becomes aware of changes to the terms and conditions of these agreements.

3. **PUBLIC BODY RESPONSIBILITIES.**

3.1. Public Body shall immediately notify County of any unauthorized use of the I.T. Services and any breach of security of the I.T. Services. Public Body shall cooperate with County in all investigations involving the potential misuse of County’s computer system or data.

3.2. Public Body is the owner of all data provided by Public Body and is responsible to provide all initial data identified in the attached Exhibits, in a format acceptable to County, and, for the CLEMIS Exhibit, as required by applicable statute, regulation, or administrative rule. Public Body is responsible for ensuring the accuracy and currency of data contained within its applications.

- 3.3. Public Body shall follow County's I.T. Services requirements as described on County's website. Public Body shall comply with County's minimum standards for each Internet browser used by Public Body to access I.T. Services as set forth in an Exhibit(s) to this Agreement. Public Body shall meet any changes to these minimum standards that County may reasonably update from time to time.
- 3.4. Public Body shall not interfere with or disrupt the I.T. Services provided herein or networks connected with the I.T. Services.
- 3.5. Public Body requires that each Public Body Employee with access to I.T. Services shall:
  - 3.5.1. Utilize an antivirus software package/system on their equipment and keep same updated in a reasonable manner.
  - 3.5.2. Have a unique User ID and password that will be removed upon termination of Public Body Employee's employment or association with Public Body.
  - 3.5.3. Maintain the most reasonably current operating system patches on all equipment accessing the I.T. Services.
- 3.6. If authorized by County, Public Body may extend I.T. Services to other entities which are created by or primarily funded by state or local authority. If County authorizes Public Body to provide access to any I.T. Services to other entities, Public Body shall require those entities to agree to utilize an antivirus software package/system on computers accessing the I.T. Services and to assign users of the I.T. Services a unique User ID and password that will be terminated when a user is no longer associated with the entity. Public Body must require an entity receiving I.T. Services under this Section, to agree in writing to comply with the terms and conditions of this Agreement and to provide County with a copy of this writing.
- 3.7. For each I.T. Service covered by an Exhibit to this Agreement, Public Body shall designate two representatives to act as a primary and secondary Points of Contact with County. The Points of Contact responsibilities shall include:
  - 3.7.1. Direct coordination and interaction with County staff.
  - 3.7.2. Communication with general public supported by Public Body.
  - 3.7.3. Following County's procedures to report an application incident.
  - 3.7.4. If required by County, attend training classes provided by County either online or at County's Information Technology Building in Waterford, Michigan or other suitable location determined by County.
  - 3.7.5. Providing initial support services to Public Body users prior to logging a Service Center incident with County.
  - 3.7.6. Requesting security changes and technical support from the Service Center.
  - 3.7.7. Testing Applications in conjunction with County, at the times and locations mutually agreed upon by County and Public Body.
  - 3.7.8. To report a service incident to the Service Center, one of Public Body's Points of Contact shall provide the following information:
    - 3.7.8.1. Contact Name
    - 3.7.8.2. Telephone Number
    - 3.7.8.3. Email Address



- 3.7.8.4. Public Body Name
  - 3.7.8.5. Application and, if possible, the specific module with which the incident is associated.
  - 3.7.8.6. Exact nature of the problem or function including any error message that appeared on the computer screen.
  - 3.7.8.7. Any action the Points of Contact or user has taken to resolve the matter.
- 3.8. Public Body may track the status of the incident by calling the Service Center and providing the Incident Number.
- 3.9. Public Body shall respond to Freedom of Information Act Requests relating to Public Body's data.
- 3.10. I.T. service providers require County to pass through to Public Body certain terms and conditions contained in license agreements, service agreements, acceptable use policies and similar terms of service, in order to provide I. T. Services to Public Body. Public Body agrees to comply with these terms and conditions. Public Body may follow the termination provisions of this Agreement if it determines that it cannot comply with any of the terms and conditions.

4. **DURATION OF INTERLOCAL AGREEMENT.**

- 4.1. This Agreement and any amendments shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party except as otherwise specified below. The approval and terms of this Agreement and any amendments, except as specified below, shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State. If Public Body is a Court, a signature from the Chief Judge of the Court shall evidence approval by the Public Body, providing a resolution and minutes does not apply. If the Public Body is the State of Michigan, approval and signature shall be as provided by law.
- 4.2. Notwithstanding Section 4.1, the Chairperson of the Oakland County Board of Commissioners is authorized to sign amendments to the Agreements to add Exhibits that were previously approved by the Board of Commissioners but are requested by Public Body after the execution of the Agreement. An amendment signed by the Board Chairperson under this Section must be sent to the Election Division in the County Clerk's Office to be filed with the Agreement once it is signed by both Parties.
- 4.3. Unless extended by an Amendment, this Agreement shall remain in effect for five (5) years from the date the Agreement is completely executed by all Parties or until cancelled or terminated by any of the Parties pursuant to the terms of the Agreement.

5. **PAYMENTS.**

- 5.1. I.T. Services shall be provided to Public Body at the rates specified in the Exhibits, if applicable.
- 5.2. **Possible Additional Services and Costs.** If County is legally obligated for any reason, e.g. subpoena, Court Order, or Freedom of Information Request, to search for, identify, produce or testify regarding Public Body's data or information that is electronically stored by County relating to I.T. Services the Public Body receives under this Agreement, then Public Body shall reimburse County for all reasonable costs the County incurs in searching for,

identifying, producing or testifying regarding such data or information. County may waive this requirement in its sole discretion.

- 5.3. County shall provide Public Body with a detailed invoice/explanation of County's costs for I.T. Services provided herein and/or a statement describing any amounts owed to County. Public Body shall pay the full amount shown on any such invoice within sixty (60) calendar days after the date shown on any such invoice. Payment shall be sent along with a copy of the invoice to: Oakland County Treasurer – Cash Acctg, Bldg 12 E, 1200 N. Telegraph Road, Pontiac, MI 48341.
- 5.4. If Public Body, for any reason, fails to pay County any monies when and as due under this Agreement, Public Body agrees that unless expressly prohibited by law, County or the Oakland County Treasurer, at their sole option, shall be entitled to set off from any other Public Body funds that are in County's possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund ("DTRF"), if applicable. Any setoff or retention of funds by County shall be deemed a voluntary assignment of the amount by Public Body to County. Public Body waives any Claims against County or its Officials for any acts related specifically to County's offsetting or retaining of such amounts. This paragraph shall not limit Public Body's legal right to dispute whether the underlying amount retained by County was actually due and owing under this Agreement.
- 5.5. If County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay County any amounts due and owing County under this Agreement, County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to County under this Agreement. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.
- 5.6. Nothing in this Section shall operate to limit County's right to pursue or exercise any other legal rights or remedies under this Agreement or at law against Public Body to secure payment of amounts due County under this Agreement. The remedies in this Section shall be available to County on an ongoing and successive basis if Public Body at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if County pursues any legal action in any court to secure its payment under this Agreement, Public Body agrees to pay all costs and expenses, including attorney fees and court costs, incurred by County in the collection of any amount owed by Public Body.

## 6. **ASSURANCES.**

- 6.1. Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.
- 6.2. Except as provided for in Section 5.6, in any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.
- 6.3. Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
- 6.4. Public Body shall be solely responsible for all costs, fines and fees associated with any misuse by its Public Body Employees of the I.T. Services provided herein.
- 6.5. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or

immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.

- 6.6. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.
- 6.7. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.

## **7. USE OF CONFIDENTIAL INFORMATION**

- 7.1. The Parties shall not reproduce, provide, disclose, or give access to Confidential Information to the County or to a Public Body Employee not having a legitimate need to know the Confidential Information, or to any third-party. County and Public Body Employees shall only use the Confidential Information for performance of this Agreement. Notwithstanding the foregoing, the Parties may disclose the Confidential Information if required by law, statute, or other legal process provided that the Party required to disclose the information: (i) provides prompt written notice of the impending disclosure to the other Party, (ii) provides reasonable assistance in opposing or limiting the disclosure, and (iii) makes only such disclosure as is compelled or required. This Agreement imposes no obligation upon the Parties with respect to any Confidential Information which can establish by legally sufficient evidence: (i) was in possession of or was known by prior to its receipt from the other Party, without any obligation to maintain its confidentiality; or (ii) was obtained from a third party having the right to disclose it, without an obligation to keep such information confidential.
- 7.2. Within five (5) business days' receipt of a written request from the other Party, or upon termination of this Agreement, the receiving Party shall return or destroy all of the disclosing Party's Confidential Information.

## **8. DISCLAIMER OR WARRANTIES**

- 8.1. The I.T. Services are provided on an "as is" and "as available" basis. County expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- 8.2. County makes no warranty that (i) the I.T. Services will meet Public Body's requirements; (ii) the I.T. Services will be uninterrupted, timely, secure or error-free; nor (iii) the results that may be obtained by the I.T. Services will be accurate or reliable.
- 8.3. Any material or data downloaded or otherwise obtained through the use of the I.T. Services is accessed at Public Body's discretion and risk. Public Body will be solely responsible for any damage to its computer system or loss of data that results from downloading of any material.

9. **LIMITATION OF LIABILITY**. In no event shall either Party be liable to the other Party or any other person, for any consequential, incidental, direct, indirect, special, and punitive or other damages arising out of this Agreement.

10. **DISPUTE RESOLUTION**. All disputes relating to the execution, interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties may first be submitted to

County's Director of Information Technology and Public Body's Agreement Administrator for possible resolution. County's Director of Information Technology and Public Body's Agreement Administrator may promptly meet and confer in an effort to resolve such dispute. If they cannot resolve the dispute in five (5) business days, the dispute may be submitted to the signatories of this Agreement or their successors in office. The signatories of this Agreement may meet promptly and confer in an effort to resolve such dispute.

11. **TERMINATION OR CANCELLATION OF AGREEMENT.**

11.1. Either Party may terminate or cancel this entire Agreement or any one of the I.T. Services described in the attached Exhibits, upon one hundred twenty (120) days written notice, if either Party decided, in its sole discretion, to terminate this Agreement or one of the Exhibits, for any reason including convenience.

11.2. Early termination fees may apply to Public Body if provided for in the Exhibits.

11.3. The effective date of termination and/or cancellation shall be clearly stated in the written notice. Either the County Executive or the Board of Commissioners is authorized to terminate this Agreement for County under this provision. A termination of one or more of the Exhibits which does not constitute a termination of the entire Agreement may be accepted on behalf of County by its Director of Information Technology.

12. **SUSPENSION OF SERVICES.** County, through its Director of Information Technology, may immediately suspend I.T. Services for any of the following reasons: (i) requests by law enforcement or other governmental agencies; (ii) engagement by Public Body in fraudulent or illegal activities relating to the I.T. Services provided herein; (iii) breach of the terms and conditions of this Agreement; or (iv) unexpected technical or security issues. The right to suspend I.T. Services is in addition to the right to terminate or cancel this Agreement according to the provisions in Section 11. County shall not incur any penalty, expense or liability if I.T. Services are suspended under this Section.

13. **DELEGATION OR ASSIGNMENT.** Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.

14. **NO EMPLOYEE-EMPLOYER RELATIONSHIP.** Nothing in this Agreement shall be construed as creating an employee-employer relationship between County and Public Body.

15. **NO THIRD-PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.

16. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

17. **SEVERABILITY.** If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.

18. **PRECEDENCE OF DOCUMENTS.** In the event of a conflict between the terms of and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms in the Exhibits or other documents that comprise this Agreement.
19. **CAPTIONS.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
20. **FORCE MAJEURE.** Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, other labor difficulties, or any law, order, regulation, direction, action, or request of the United States government or of any other government. Reasonable notice shall be given to the affected Party of any such event.
21. **NOTICES.** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.
- 21.1. If Notice is sent to County, it shall be addressed and sent to: Director, Oakland County Department of Information Technology, 1200 North Telegraph Road, Pontiac, Michigan, 48341, and the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341.
- 21.2. If Notice is sent to Public Body, it shall be addressed to: Dir. Richard Torongeau, 18600 W. Thirteen Mile Rd., Beverly Hills, MI 48025.
- 21.3. Either Party may change the individual to whom Notice is sent and/or the mailing address by notifying the other Party in writing of the change.
22. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.
23. **ENTIRE AGREEMENT.**
- 23.1. This Agreement represents the entire agreement and understanding between the Parties regarding the specific Services described in the attached Exhibits. With regard to those Services, this Agreement supersedes all other oral or written agreements between the Parties.

23.2. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, Chris Wilson hereby acknowledges that he/she has been authorized by a resolution of the Village of Beverly Hills, a certified copy of which is attached, or by approval of the Chief Judge if the Public Body is a Court, to execute this Agreement on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Agreement.

EXECUTED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Chris Wilson  
Village Manager

WITNESSED: \_\_\_\_\_ DATE: \_\_\_\_\_

AGREEMENT  
ADMINISTRATOR: \_\_\_\_\_ DATE: \_\_\_\_\_  
(IF APPLICABLE)

IN WITNESS WHEREOF, David T. Woodward, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Agreement on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

EXECUTED: \_\_\_\_\_ DATE: \_\_\_\_\_  
David T. Woodward, Chairperson  
Oakland County Board of Commissioners

WITNESSED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Oakland County Board of Commissioners  
County of Oakland

EXHIBIT VIII  
I.T. SERVICES AGREEMENT  
OakNet Connectivity

**INTRODUCTION**

**COUNTY RESPONSIBILITIES**

1. County shall provide, install, and maintain the network equipment and cable necessary to deliver the I.T. Service of OakNet Connectivity, which will allow Public Body to connect to the County's network (OakNet) at Public Body's facilities and workstations. OakNet Connectivity permits Public Body to access I.T. Services that County has made available to Public Body.
2. County shall provide Public Body with a private IP address range, subnet mask, and gateway address for use by Public Body in configuring its internal network and to enable use of this I.T. Service.
3. County shall provide a single port by which Public Body may connect its internal network to OakNet
4. County shall use reasonable means to provide the I.T. Service for the transmission of information 24 hours a day, 7 days a week.
5. County and authorized Vendors shall present identification to Public Body for physical access to the OakNet Connectivity equipment for emergency service and scheduled maintenance.
6. To the extent practicable, County shall notify Public Body sixty (60) days in advance of pending changes in its contract with its third party connection provider(s). If the County's connection provider(s) is increasing costs, County shall provide Public Body with sufficient information to determine if it wishes to continue receiving this I.T. Service.

**PUBLIC BODY RESPONSIBILITIES.**

1. Public Body shall provide adequate space and electrical power for the County to place equipment, an equipment cabinet, and cable.
2. Public Body shall promptly provide County staff and authorized third party with physical access to County equipment for emergency service and scheduled maintenance.
3. Public Body shall not mount any equipment in the County's equipment cabinet.
4. Public Body shall be responsible for configuring and maintaining Public Body's internal network equipment and cabling. Internal network equipment shall include cables connecting Public Body and County equipment.
5. Public Body shall configure Public Body workstations and other equipment to operate properly on the internal network, including assignment/configuration of the local IP addresses, Network

## OakNet Connectivity Exhibit VIII

Address Translation (NAT), or Domain Name Services (DNS) and as required to access this I.T. Service.

6. If Public Body terminates this I.T. Service, Public Body shall pay any charges related to early termination of third party communication services provided by County on behalf of Public Body.
7. Public Body shall be responsible for all costs associated with the relocation, reconfiguration or removal of County equipment and cable, when any of these changes are initiated by or at the request of Public Body, for any reason, including but not limited to relocation of municipal offices, construction, renovation, and discontinuance of services
8. Public Body shall not attempt to access, configure, power cycle or connect to any County equipment unless specifically directed to do so by authorized County Department of Information Technology personnel or third party authorized by County.
9. Public Body shall designate two representatives to act as a primary and secondary Points of Contact with County and shall fulfill the responsibilities provided in Section 3.7 of the Contract.

### **SUPPORT**

The I.T. Service will be supported by County's Information Technology (I.T.) Department.

### **SERVICE SUPPORT COSTS**

County will invoice Public Body monthly for the cost of the communication lines. These charges will be based upon the rates set by the County's connection provider. County may choose to waive any fees for qualified law enforcement departments and for Public Bodies located within Oakland County.

### **LICENSED USE AND ACCESS**

County grants to Public Body a nonexclusive license to use the County developed software applications, if any, needed to receive this I.T. Service. This license cannot be provided to any other party without County's consent in writing.



**EXHIBIT IX**  
**I.T. SERVICES AGREEMENT**  
**Internet Service**

**INTRODUCTION**

1. County shall provide an I.T. Service enabling Public Body to access Internet service from its facilities and workstations via County's Internet Service Provider (ISP). County has sole control over the selection and retention of the ISP.
2. County may, in its sole discretion, block any device or network traffic from or to Public Body that has the potential to interfere with the County's ability to provide access to internet service, any other I.T. Services or County services of any type. County will advise Public Body Points of Contact of changes to ISPs, decisions to block any device or network traffic or other changes that could impact Public Body's daily operations.
3. County shall only provide outbound access to the Internet, and shall not be obligated to provide any access for Internet devices to Public Body devices or services directly. County shall not provide an Internet routable address to the Public Body for incoming Internet traffic.
4. Public Body shall abide by the Acceptable Use Policy (AUP) of the County's Internet Service Provider (ISP) or ISP's and all changes made to the AUP(s) by the ISP(s) used during the term of the Agreement. County will provide the URL to the applicable AUP. Public Body, through its points of contact will review the AUP and oversee compliance with the policy among Public Body employees and agents.
5. Public Body shall designate two representatives to act as a primary and secondary Points of Contact with County and shall fulfill the responsibilities provided in Section 3.7 of the Contract.

**SUPPORT**

The I.T. Service will be supported by County's Information Technology (I.T.) Department.

**SERVICE AND SUPPORT COSTS**

County will provide access to Internet Service via its Internet Service provider without fee or cost. If County determines that, in order to maintain access to Internet Service for Public Body, it must charge a fee, County will promptly notify Public Body.

**LICENSED USE AND ACCESS**

County grants to Public Body a nonexclusive license to use the County developed software applications, if any, needed to receive this I.T. Service. This license cannot be provided to any other party without County's consent in writing.

**EXHIBIT X**  
**I.T. SERVICES AGREEMENT**  
**CLEMIS**

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**INTRODUCTION.**

The Courts and Law Enforcement Management Information System (known as “CLEMIS”) is a multi-faceted, regional public safety information management system, operated and maintained by the Oakland County Department of Information Technology, CLEMIS Division. CLEMIS is comprised of many software applications.

CLEMIS was created in 1968 to address the inability of criminal justice/public safety agencies to electronically share data in a timely manner. The purpose of CLEMIS is to provide innovative technology and related services to criminal justice/public safety agencies to enable them to share data and to improve the delivery of criminal justice/public safety services. Public Bodies that use CLEMIS have realized lower costs and improved efficiency in providing criminal justice/public safety services. These benefits allow first responders additional time to serve and protect citizens.

The Parties agree to the following terms and conditions:

1. **DEFINITIONS.** The following words and expressions used throughout this Exhibit, whether used in the singular or plural, shall be defined and interpreted as follows.
  - 1.1. **CLEMIS** is the Court and Law Enforcement Management Information System, an information management system, comprised of CLEMIS Applications operated and maintained by the CLEMIS Division with recommendations and counsel from the CLEMIS Advisory Committee.
  - 1.2. **CLEMIS Advisory Committee (formerly known as the CLEMIS Advisory or Policy Board)** is an advisory committee that leads the CLEMIS Consortium and that provides recommendations and counsel to the CLEMIS Division regarding the operation and maintenance of CLEMIS.
  - 1.3. **CLEMIS Applications** are the specific software applications that comprise CLEMIS. These software applications are listed and described on the CLEMIS Website and are included in the definition of I.T. Services under this Agreement.
  - 1.4. **CLEMIS Consortium** is a non-legal entity comprised of all CLEMIS Members. Its purpose is to empower criminal justice/public safety agencies to maximize the use of collected data, to enhance daily operations and engage in comprehensive planning. The Consortium is led by the CLEMIS Advisory Committee.
  - 1.5. **CLEMIS Division** is the division in the Oakland County Department of Information Technology responsible for the operation and maintenance of CLEMIS.
  - 1.6. **CLEMIS Fee** is the sum of costs for use of CLEMIS, CLEMIS Applications, and services provided by the CLEMIS Division. These costs are listed and itemized on the CLEMIS Website.
  - 1.7. **CLEMIS Member** means the Public Body that executes this Exhibit and complies with this Agreement.
  - 1.8. **CLEMIS Website** is the portion of the County’s website dedicated to CLEMIS located at [www.oakgov.com/clemis](http://www.oakgov.com/clemis) or [www.clemis.org](http://www.clemis.org).

**EXHIBIT X**  
**I.T. SERVICES AGREEMENT**  
**CLEMIS**

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- 1.9. **Criminal Justice Information Services (“CJIS”) Security Policy** is the effective security policy approved by the CJIS Advisory Policy Board setting forth security requirements, guidelines, and agreements for protecting transmission, access, storage, use, generation of, and sources of Criminal Justice Information (“CJI”) as defined in the CJIS Security Policy.
- 1.10. **Fire Records Management System (“FRMS”)** is a CLEMIS Application that provides an integrated technology system to participating fire departments, which is further described on the CLEMIS Website.

**2. CLEMIS DIVISION RESPONSIBILITIES.**

- 2.1. **Provision of CLEMIS Applications.** County shall provide Public Body with access to CLEMIS and the specific CLEMIS Applications and services marked on Addendum A, which may be changed from time to time. Addendum A is fully incorporated into this Agreement. Notwithstanding any provision in this Agreement, Addendum A and any changes thereto shall be signed by the CLEMIS Division Manager on behalf of County and the authorized representative as designated on Addendum A on behalf of Public Body. The operational descriptions of the CLEMIS Applications and services are set forth on the CLEMIS Website.
- 2.2. **Compliance with Laws, Rules, Regulations, and Policies.** County shall comply with all applicable laws, rules, and regulations and the CJIS Security Policy in the delivery, operation, and maintenance of CLEMIS Applications and in the transmission, access, storage, and use of data through or in CLEMIS Applications.
- 2.3. **No Verification of Data.** County does not verify or review data entered into and stored in CLEMIS for accuracy.

**3. PUBLIC BODY RESPONSIBILITIES.**

- 3.1. **Execution of Exhibit VIII.** Unless approved in writing by the CLEMIS Division, Public Body must execute Exhibit VIII to this Agreement (OakNet Connectivity) to provide connectivity for the use and operation of CLEMIS Applications. If Public Body receives approval from the CLEMIS Division not to use OakNet, such approval will be marked on Addendum A.
- 3.2. **Execution of Management Control Agreement.** Public Body shall execute a Management Control Agreement with County as required by and consistent with the CJIS Security Policy, which may be amended from time to time. The Management Control Agreement shall be executed by the persons authorized to sign Addendum A.
- 3.3. **Compliance with Laws, Rules, Regulations, and Policies.** Public Body and Public Body Employees shall comply with the CJIS Security Policy and all applicable laws, rules, and regulations when using CLEMIS and when generating, entering, and using data that is stored in CLEMIS.
- 3.4. **Access to CLEMIS.** Only Public Body Employees authorized by Public Body may access and use CLEMIS. Public Body shall keep a list of Public Body Employees authorized to access and use CLEMIS. Public Body shall review this list at least quarterly

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**EXHIBIT X**  
**I.T. SERVICES AGREEMENT**  
**CLEMIS**

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to ensure its accuracy. Upon written request of County, Public Body shall provide this list to County. Public Body shall not allow any individuals, who are not on this list, to access and use CLEMIS.

- 3.5. **Security/Background Checks.** Public Body shall provide for and pay for security/background checks for all Public Body Employees who access and use CLEMIS, as required by the CJIS Security Policy and any other applicable law, rule, and regulation.
- 3.6. **Data Entry.** Public Body is solely responsible for entering all data that is required by any CLEMIS Applications into CLEMIS.
- 3.7. **Data Ownership.** All data entered into CLEMIS by Public Body shall be and shall remain the data of Public Body.
- 3.8. **Data Accuracy.** Public Body is solely responsible for ensuring that all data entered into and stored in CLEMIS is accurate and complete. Accurate and complete means that the data does not contain erroneous information. Public Body shall immediately correct erroneous information upon discovery of error. To ensure accurate and complete data, Public Body shall conduct regular and systemic audits to minimize the possibility of generating, transmitting, and storing erroneous information.
- 3.9. **Data Update/Expungement/Redaction.** Public Body is solely responsible for updating, expunging, correcting, record locking, or redacting Public Body's data entered into or stored in CLEMIS, as required by law, rule, regulation, court order, or the CJIS Security Policy.
- 3.10. **Access to Public Body Facilities.** Public Body shall allow County employees access to Public Body facilities for maintenance of CLEMIS and to audit Public Body's use of CLEMIS.
- 3.11. **Provision of Hardware/Equipment.** The hardware/equipment needed to access and use CLEMIS shall be purchased, maintained, repaired and replaced by Public Body, unless otherwise agreed, in writing, by the Parties. The hardware/equipment shall meet the specifications and requirements set forth by the CLEMIS Division.
- 3.12. **Changes or Alternations to Public Body Facilities.** If Public Body is required to or decides to make changes or alternations to its facilities/buildings for any reason, then Public Body is responsible for all costs and expenses associated with moving or relocating hardware/equipment used to access CLEMIS or with moving or relocating the medium/connectivity, e.g., fiber, wireless connections, ISDN Lines, T1 Lines, etc., used to access CLEMIS.
- 3.13. **E-Mail Address.** Public Body shall create and monitor a generic CLEMIS email address. The CLEMIS Division will provide Public Body instructions on how to create this email address. This email address will be the main point of contact for scheduled maintenance, outages, alerts, etc.
- 3.14. **Cooperation.** Public Body shall fully cooperate with County concerning the performance of this Agreement.

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I.T. SERVICES AGREEMENT-EXHIBIT X  
Approved by CLEMIS Strategic Planning Committee 07/08/2015  
Approved by CLEMIS Advisory Committee -7/16/2015

**EXHIBIT X**  
**I.T. SERVICES AGREEMENT**  
**CLEMIS**

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4. **PROVISION OF PUBLIC BODY DATA TO PUBLIC BODY OR THIRD PARTIES.**

- 4.1. **Request by Public Body for Public Body Data.** Public Body may request in writing that County provide a copy of portions of Public Body's data to Public Body. County will provide such data in a format and time period determined by County, but will use its best efforts to provide the data in the format and time period requested by Public Body.
- 4.2. **Freedom of Information Act Request/Court Orders to County for Public Body Data.** County is required and will respond, pursuant to applicable law and/or court order, to Freedom of Information Act ("FOIA") requests and court orders addressed to it and received by it for Public Body data possessed by County. Before responding to a FOIA request or a court order concerning Public Body's data possessed by County, County will use its best efforts to inform Public Body of the request or order and give them an opportunity to provide County with information that could impact County's response to the FOIA request or court order.
- 4.3. **Continuous Access to Public Body Data by Third Parties.**
- 4.3.1. In Addendum A, Public Body may request that County provide continuous access to Public Body's data to a third party. Addendum A shall identify the third party and shall set forth any specific instructions regarding the provision of such data to the third party. The County shall determine the manner in which to provide access to Public Body's data.
- 4.3.2. County shall provide and shall continue to provide access to Public Body's data to the third party identified in Addendum A, until Public Body provides written notice to the CLEMIS Manager to stop or change such access. The written notice shall contain the date on which access to Public Body's data shall stop. Upon receipt of this notice, County shall promptly stop the third party's access to Public Body's data and shall use its best efforts to stop third party access to Public Body's data on the date requested by Public Body.
- 4.3.3. In order to effectuate the third party's continuous access to Public Body's data, County will require the third party to execute an agreement with County to govern delivery and/or access to Public Body's data. The CLEMIS Manager is authorized to sign this agreement on behalf of County.
- 4.4. **Providing Public Body Data to Third Parties.** County will not provide data to a third party, unless County is the recipient of a Freedom of Information Act request or court order or is directed in Addendum A to provide data to a third party. Notwithstanding any other provision, County shall provide Public Body's data to related Mugshots, Livescan, Michigan Incident Crime Reporting, and Crash/UD-10 traffic crash reports to the Michigan State Police.
- 4.5. **Costs for Providing Public Body Data.** If County incurs any costs in providing Public Body's data to a third party or to Public Body, then Public Body shall be responsible for those costs and shall reimburse County for those costs. The CLEMIS Division shall

**EXHIBIT X**  
**I.T. SERVICES AGREEMENT**  
**CLEMIS**

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invoice Public Body for such costs. Public Body shall pay the invoice at the location and within the time period stated in the Agreement. The CLEMIS Division may waive these costs in its sole discretion.

4.6. **Protected Health Information.** If the data, to be provided to a third party, is Protected Health Information” or “PHI” (defined in 45 CFR 160.103) under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and under the changes to HIPAA made by the Health Information Technology for Economic and Clinical Health Act (“HITECH Amendment”), then County and Public Body shall execute a Business Associate Agreement.

4.7. **County not Responsible for Third Party Use of Data.** Public Body acknowledges and agrees that if it requests County to provide access to Public Body’s data to a third party, County shall not be responsible for any actions of the third party and the third party’s use of Public Body’s data.

5. **FINANCIAL RESPONSIBILITIES—CLEMIS FEE**

5.1. **Payment of CLEMIS Fee.** Public Body shall pay the CLEMIS Fee to County for the CLEMIS Applications and services, which are marked on Addendum A. The amount of the CLEMIS fee and the costs that comprise the CLEMIS Fee are listed and itemized on the CLEMIS Website. The CLEMIS Division shall invoice Public Body on a quarterly basis for the CLEMIS Fee, unless otherwise specified. Public Body shall pay the invoice at the location and within the time period stated in the Agreement.

5.2. **Establishment of CLEMIS Fee.** The CLEMIS Division upon the recommendation and counsel of the CLEMIS Advisory Committee shall establish the CLEMIS Fee. The CLEMIS Fee shall be posted on the CLEMIS website and may be obtained from the CLEMIS Division.

5.3. **Review of CLEMIS Fee.** The CLEMIS Division and the CLEMIS Advisory Committee shall annually review the CLEMIS FEE.

5.4. **CLEMIS and FRMS Funds.** County has established and shall continue to have separate enterprise funds within the County budget for revenues, expenses, and operations of CLEMIS (hereinafter “CLEMIS Fund and FRMS Fund”).

5.5. **Deposit of CLEMIS Fee.** All monies paid by Public Body to County pursuant to this Exhibit shall be deposited into the CLEMIS Fund or FRMS Fund, as applicable. Only revenues and expenses stemming from CLEMIS operations and maintenance are recorded in the CLEMIS Fund and FRMS Fund; no other County revenues and expenses are recorded in these Funds. Any equity in the CLEMIS Fund and FRMS Fund at the end of the County’s fiscal year shall be rolled into the CLEMIS Fund and FRMS Fund for the next fiscal year. Surplus/equity in the CLEMIS Fund and FRMS Fund can only be used for CLEMIS operations and maintenance and not for the general operations of County or Public Body. Any County general fund contributions (transfers) to the CLEMIS Fund and

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FRMS Fund are strictly based on availability and official appropriation by County and cannot be deemed permanent on-going contributions.

5.6. **Financial Statement for CLEMIS and FRMS Funds.** The County Fiscal Services Division shall prepare financial statements for the CLEMIS Fund and FRMS Fund on a quarterly basis. These financial statements will be posted on the CLEMIS Website on a quarterly and year-end basis. The County Director of Management and Budget or his/her designee shall report the condition of the CLEMIS Fund and FRMS Fund to the CLEMIS Advisory Committee, on a quarterly basis.

5.7. **Refund of CLEMIS Fee for Operational Problems.** Subject to Section 18 (Force Majeure) of the Agreement, if any CLEMIS Applications are not operational for more than fourteen (14) consecutive calendar days, County shall refund the CLEMIS Fee, already paid by Public Body, for the days that the CLEMIS Applications were not operational.

6. **COUNTY/PUBLIC BODY RESPONSIBILITIES FOR CLEMIS CITATION PAYMENT APPLICATION AND CLEMIS CRASH PURCHASE APPLICATION.** If a Public Body uses the CLEMIS Citation Payment Application (hereinafter "Payment Application) and/or the CLEMIS Crash Purchase Application (hereinafter "Purchase Application"), then the following terms and conditions apply:

6.1. **Placement of URL.** Public Body shall be responsible for placing the Payment Application and the Purchase Application URLs on its website; the URLs shall be provided by County. Public Body shall include this URL in printed or electronic communications to the general public regarding the Payment Application and the Purchase Application.

6.2. **Questions Regarding Payment of Tickets/Citations/Parking Tickets and Purchase of Crash/Accident Reports.** County shall refer all questions that County receives to Public Body regarding the payment of citations/tickets/parking tickets and the purchase of crash/accident reports and regarding the amount of monies owed to Public Body.

6.3. **Security of Data.** County shall secure and protect data received through the Payment Application and Purchase Application (including credit card information) according to law, County's contractual obligations, and reasonable business standards and practices.

6.4. **No Interference with Contract.** Third-party service providers such as PayPal Inc. and Elavon, Inc. are required for the operation of the Payment Application and Purchase Application. Neither Public Body nor Public Body Employees shall act or fail to act, either directly or indirectly, in a manner to cause any purported breach in any term or condition in any agreement between County and such third party.

6.5. **Enhanced Access Fee.** Persons or entities paying citations/tickets/parking tickets through the Payment Application or purchasing crash/accident reports through the Purchase Application shall be charged an Enhanced Access Fee, in addition to the monies owed to Public Body.

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- 6.6. **Payment Transaction for Payment Application.** When using the Payment Application, a person or entity paying a citation/ticket/parking ticket will authorize two transactions, at the time of payment: (1) one transaction for payment of monies owed to Public Body/Court and (2) one transaction for payment of the Enhanced Access Fee. The funds for the payment to Public Body/Court will be directed to the depository account designated and/or owned by Public Body/Court. The funds for the Enhanced Access Fee will be directed to a depository account designated and owned by County.
- 6.7. **Amount of Enhanced Access Fee for Payment Application.** The Enhanced Access Fee charged to persons/entities paying citations/tickets/parking tickets through the Payment Application shall be in an amount established by the Oakland County Board of Commissioners, Miscellaneous Resolution # 07121 and as subsequently amended by the Oakland County Board of Commissioners. Public Body shall receive one dollar (\$1.00) of the Enhanced Access Fee collected for each citation/ticket paid through the Payment Application. Given the small amount of the Enhanced Access Fee for parking tickets, Public Body shall receive no portion of the Enhanced Access Fee collected for parking tickets paid through the Payment Application.
- 6.8. **Amount of Enhanced Access Fee for Purchase Application.** The Enhanced Access Fee charged to persons/entities purchasing crash/accident reports through the Purchase Application shall be in an amount established by the Oakland County Board of Commissioners, Miscellaneous Resolution # 09182 and as subsequently amended by the Oakland County Board of Commissioners. Public Body shall receive one dollar (\$1.00) of the Enhanced Access Fee collected for the purchase of each crash/accident report through the Payment Application.
- 6.9. **Amount of Fee for Crash/Accident Report.** Public Body shall set the fee for the purchase of the crash/accident report through the Purchase Application. The amount of this fee shall be listed in Addendum A.
- 6.10. **Distribution of Enhanced Access Fees and Fees for Crash/Accident Reports.** Public Body's portion of the Enhanced Access Fees, set forth in this Exhibit, and the fee for the crash/accident reports, set forth in Addendum A, shall be disbursed to Public Body pursuant to its written instructions. Public Body shall provide the written instructions, required by this section to CLEMIS Division.
- 6.11. **Obligations and Responsibilities if Public Body is a Court.**
- 6.11.1. **Access to Website.** If Public Body is a Court, then County shall provide access to a password protected website where Public Body/Court can issue credits or refunds and view daily, weekly, and monthly transactions processed through the Payment Application.
- 6.11.2. **Contract for Credit Card Processing.** If Public Body is a Court, then County shall establish, maintain, and pay for a separate contract for credit card processing services with the entities currently providing credit card processing services for County, i.e., PayPal Inc. and Elavon, Inc.

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I.T. SERVICES AGREEMENT-EXHIBIT X  
Approved by CLEMIS Strategic Planning Committee 07/08/2015  
Approved by CLEMIS Advisory Committee -7/16/2015



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6.11.3. **Separate Depository Bank Account.** If Public Body is a Court, then it shall maintain a corresponding depository bank account, with a depository financial institution acceptable to County, for the receipt of monies owed to Public Body/Court. Public Body/Court shall provide County with all necessary bank account numbers and routing number to give effect to this requirement.

**7. CLEMIS ADVISORY COMMITTEE.**

7.1. **Establishment and Purpose of CLEMIS Advisory Committee.** The CLEMIS Advisory Committee was established to obtain advice and guidance from CLEMIS Members concerning policy, technical, and operational questions for CLEMIS Applications. The purpose behind the CLEMIS Advisory Committee is to allow CLEMIS Members to provide input regarding the operation and management of CLEMIS. The CLEMIS Advisory Committee leads the CLEMIS Consortium and provides recommendations and counsel to the CLEMIS Division regarding the operation, maintenance, and budget for CLEMIS (including suggested security policies, development/operation/modifications to CLEMIS Applications, and actions regarding misuse of CLEMIS).

7.2. **Composition of CLEMIS Advisory Committee.** The composition of the CLEMIS Advisory Committee is posted on the CLEMIS Website.

7.3. **CLEMIS Advisory Committee Meetings.** The CLEMIS Advisory Committee meets at least four (4) times per year. CLEMIS Members are encouraged to attend.

7.4. **CLEMIS Advisory Committee Officers.** Every July, the CLEMIS Advisory Committee shall elect a Chairperson by majority vote. The Chairperson shall select and appoint a Co-Chairperson. The CLEMIS Division Manager shall serve as Executive Secretary to the CLEMIS Advisory Committee. The Executive Secretary shall prepare the agenda for CLEMIS Advisory Committee meetings. Prior to each meeting, the Chairperson and the Executive Secretary shall review the contents of each agenda.

7.5. **CLEMIS Advisory Committee—Subcommittees.** The CLEMIS Advisory Committee may create subcommittees as it deems appropriate. The subcommittees and their composition and responsibilities shall be posted on the CLEMIS Website. The CLEMIS Advisory Committee Chairperson shall appoint the chairpersons of the subcommittees, except for the Chairperson of the Strategic Planning subcommittee, whose Chairperson is the current President of Oakland County Chiefs of Police Association and except for the Chairperson of Fire Governance whose Chairperson is elected by the Fire Governance Committee members.

8. **TRAINING.** Public Body shall require all Public Employees who use or access CLEMIS to attend training classes required by the CLEMIS Division. The format of the training classes will be at the discretion of the CLEMIS Division, e.g., train the trainer, classroom training, or on-line/remote training. If the training classes are held at County facilities or held in an on-line/remote format, then such training classes are at no cost to Public Body or Public Employees.

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If the training classes are held at non-County facilities, there may be a charge to Public Body based on time, materials, and location of training classes.

9. **SUPPORT AND MAINTENANCE SERVICES.** County shall maintain and support the CLEMIS Applications. The CLEMIS Fee includes the costs for support and maintenance services for the CLEMIS Applications and other services provided by the CLEMIS Division, unless otherwise indicated on Addendum A. When providing support and maintenance services for CLEMIS, County has the authority to prioritize its resources, including, but not limited to, the order in which calls for support or maintenance will be resolved and allocation of time of its employees, agents, subcontractors, and equipment.
10. **OBLIGATIONS & RESPONSIBITIES UPON TERMINATION/CANCELLATION.**
- 10.1. **Use of CLEMIS & CLEMIS Applications.** Upon the effective date of termination or cancellation of this Exhibit, Public Body shall stop using CLEMIS and CLEMIS Applications and it shall not have access to CLEMIS and CLEMIS Applications.
- 10.2. **Use and Access to Public Body's Data.** Upon the effective date of termination or cancellation of this Exhibit, Public Body's data shall not be useable by or accessible to any other CLEMIS Member.
- 10.3. **Transition of Data upon Termination/Cancellation.** Upon termination or cancellation of this Agreement, CLEMIS shall provide a copy of Public Body's data to Public Body in an electronic format and a time period determined by County. Upon written confirmation from Public Body that it received its data, County will purge Public Body's data from CLEMIS and any disaster recovery sites. If County incurs any costs in copying Public Body's data, then Public Body shall be responsible for those costs and shall reimburse County for those costs. The CLEMIS Division shall invoice Public Body for such costs. Public Body shall pay the invoice at the location and within the time period stated in the Agreement. The CLEMIS Division may waive these costs in its sole discretion.
- 10.4. **Obligation to Pay CLEMIS Fee Upon Termination/Cancellation.** Public Body's obligation to pay the CLEMIS Fee shall stop on the effective date of termination or cancellation. If the termination or cancellation date is other than the end of a quarter, any CLEMIS Fee, paid in advance to County, shall be refunded to Public Body on a pro-rated daily basis for the time period that Public Body paid in advance.

# ADDENDUM A

## I. CLEMIS CATEGORIES / TIERS

Public Body shall receive the CLEMIS Applications and services associated with the category/tier selected below. The CLEMIS Website describes each category/tier listed below, describes the CLEMIS Applications that are received with a particular category/tier, and lists the cost for the below categories. As used in this Addendum "FTE" means Full-Time Equivalents (Sworn Officers).

### Tier 1

16 or more FTE's	6 – 15 FTE's	1 – 5 FTE's
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### Tier 2

16 or more FTE's	6 – 15 FTE's	1 – 5 FTE's
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### Tier 2.5

16 or more FTE's	6 – 15 FTE's	1 – 5 FTE's
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### Tier 3

16 or more FTE's	6 – 15 FTE's	1 – 5 FTE's
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### Tier 4 Rescinded

### Tier 5 Rescinded

### Tier 6 (eCLEMIS)

19 or more FTE's	6 – 18 FTE's	1 – 5 FTE's
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### Tier 7 Public Safety Answering Point (PSAP)/Central Dispatch Center

### Tier 8 Jail Management (outside Oakland County)

**Federal Departments, Offices or Agencies Inquiry Only in the State of Michigan** (does not contribute any data)

### **District Court in Oakland County** (excluding 52nd District Courts)

**Pays CLEMIS Fee:** receives ticket data load and CLEMIS Citation Payment Application is optional.

**Does not pay CLEMIS Fee:** receives ticket data load and must exclusively use CLEMIS Citation Payment Application.

### **District Court outside Oakland County**

**Pays CLEMIS Fee:** receives ticket data load and CLEMIS Citation Payment Application is optional.

**Does not pay CLEMIS Fee:** receives ticket data load and must exclusively use CLEMIS Citation Payment Application.

### **Circuit Court** (outside Oakland County - does not contribute any data)

### **Prosecutor Office** (outside Oakland County, does not contribute any data)

### **FRMS Participant** (Fire Records Management System)

**II. ADDITIONAL CLEMIS APPLICATIONS**

Public Body may select and shall receive any of the CLEMIS Applications, selected below, for a separate cost. The cost for the CLEMIS Applications is set forth on the CLEMIS Website.

**Mobile Data Computers (“MDC”)**

**WITH** County provided wireless

**WITHOUT** County provided wireless

**CAD Only WITHOUT** County provided wireless

**Livescan**

**WITH** printer

**WITHOUT** printer

**Mugshot**

Capture Station and Investigative

Investigative Only

**Jail Management**

CLEMIS Member located in Oakland County

CLEMIS Member located outside Oakland County

**OakVideo** (CLEMIS Member located outside Oakland County)

**Crime Mapping Application**

Vendor name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Pawn Application**

**Fire Records Management System In Oakland County**

Phase I

Phase II

**Fire Records Management System Outside Oakland County**

**Fire Department Data Extract** (provide third party vendor information below)

In Oakland County

Outside Oakland County

Vendor name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

In Oakland County

Outside Oakland County

Vendor name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

In Oakland County

Outside Oakland County

Vendor name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**CRASH Report Payment Amount:** \_\_\_\_\_

**Enhanced Access Fee Disbursement Instructions**

Disbursement when Requested

Disbursement Quarterly

Make Check Payable to:

\_\_\_\_\_

**OPT-OUT of Exhibit V (OakNet Connectivity)** OakNet connectivity is not needed

COUNTY: \_\_\_\_\_

CLEMIS Division Manager

Date

PUBLIC BODY: \_\_\_\_\_

Title/Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date

(to be completed by Public Body)

**EXHIBIT XI**  
**I.T. SERVICES AGREEMENT**  
**ArcGIS ONLINE**

**INTRODUCTION**

ArcGIS Online (“AGO”) is a web based, collaborative Geographic Information System (GIS) that allows users having an AGO Named User account to create and share maps, applications (apps), layers, analytics, and data in Environmental Systems Research Institute, Inc.’s (“ESRI”) secure cloud.

County entered into an agreement with ESRI that permits County to deploy AGO to Public Body (County Contract No. 005562, Enterprise Agreement No. 330721, and herein referred to as the “Enterprise Agreement,” which can be found on the Oakland County Purchasing Website at the ‘Contract Public Search’ link or provided to the Public Body upon request). The Parties desire for Public Body to be authorized to access and use AGO as specified in the Enterprise Agreement.

County will provide Public Body with AGO Named User accounts that will allow Public Body to access the County’s AGO portal without having to purchase, manage or maintain its own AGO Named User accounts.

The Enterprise Agreement includes a License Agreement (herein referred to as the “License Agreement”) and a CVT Acknowledgment Statement, which is attached and incorporated as Addendum A, that Public Body must comply with in order to access and use AGO.

**1. DEFINITIONS**

- 1.1. "Deploy," "Deployment," or "Deployed" means County assigning, managing, and maintaining AGO Named User accounts for access to and use of County’s AGO portal by Public Body.
- 1.2. "Tier 1 Support" means the Technical Support provided via the Oakland County Service Center to Public Body to resolve reported incidents involving Public Body’s access to or use of County’s AGO portal.

**2. OAKLAND COUNTY RESPONSIBILITIES**

- 2.1. Deployment. County will deploy AGO Named User accounts to Public Body through County’s Service Center as specified in the Enterprise and License Agreements without fee or cost to Public Body. The deployment of AGO Named User accounts by County to Public Body will terminate as specified in the Enterprise or License Agreements, the Agreement, or this Exhibit.

- 2.2. Support. County's Information Technology (I.T.) Department will pass through updates and provide Tier 1 Support to Public Body for applicable AGO use without fee or cost to Public Body.

### **3. PUBLIC BODY RESPONSIBILITIES**

- 3.1. Public Body Compliance. Public Body and its employees and contractors shall comply with the terms and conditions in this Exhibit, the CVT Acknowledgement Statement, the License Agreement, any amendments or new agreements mentioned in this Exhibit, and any applicable laws, rules, and regulations when accessing or using AGO. Public Body's access and use of AGO may be suspended or terminated if County is in breach of the Enterprise Agreement or if Public Body is in breach of this Exhibit, the CVT Acknowledgement Statement, the License Agreement, any amendment or new agreements mentioned in this Exhibit, or any applicable laws, rules, and regulations when accessing or using AGO. Public Body acknowledges and agrees that it has reviewed the License Agreement.
- 3.2. Amendments to Enterprise or License Agreements. In order to access and use AGO, Public Body shall agree to and comply with any and all amendments to the Enterprise or License Agreements relating to the access or use of AGO. Amendments to the Enterprise or License Agreements can be found on the Oakland County Purchasing Website at the 'Contract Public Search' link or provided to the Public Body upon request. County will use reasonable efforts to provide notice to Public Body when County becomes aware of applicable amendments to the terms and conditions of the Enterprise or License Agreements.
- 3.3. New Agreements. County may enter into new agreements in the future with ESRI involving AGO. New agreements between County and ESRI may require Public Body to agree to and sign (if necessary) new CVT Acknowledgment Statements, License Agreements, or other equivalent or similar agreements. In order to access and use AGO, Public Body shall agree to and comply with new CVT Acknowledgment Statements, License Agreements, or other equivalent or similar agreements. New agreements can be found on the Oakland County Purchasing Website at the 'Contract Public Search' link or provided to the Public Body upon request. County will use reasonable efforts to provide notice to Public Body when it becomes aware that Public Body must comply with any new agreements.
- 3.4. Future Standards and Guidelines. County may, and reserves the right to, implement future standards and guidelines as needed for use of AGO, including but not limited to, restricting Public Body's AGO credit consumption or designating Public Body's employees and contractors that may report AGO incidents to the Service Center. In order to access and use AGO, Public Body shall agree to and comply with new or different standards or guidelines that are provided to Public Body.

- 3.5. Identity & Access Management (“IAM”) Self Service Registration. All employees and contractors of Public Body must create an IAM account through Service Center’s self-registration to access or use AGO.
- 3.6. Account Notification Requirements. Public Body shall immediately inform County via the Service Center if any employee or contractor of Public Body is no longer employed by the Public Body, no longer requires access to the AGO portal, or breaches this Exhibit, the CVT Acknowledgement Statement, the Enterprise or License Agreements, any applicable amendments to those agreements, or any new agreement mentioned in this Exhibit. County may require Public Body to verify its inventory of active Public Body AGO Named User accounts periodically.
- 3.7. Prohibition on Storing Certain Data in AGO. Public Body shall not upload to, process, use, or store in AGO any of the following: Personal information (PI) or Personal identifying information (PII) as those terms are defined in MCL 445.63, Protected Health Information (PHI) as defined in 45 CFR 160.103, or Criminal Justice Information (CJI) which is defined as data or information governed by the CJIS Security Policy (currently found at: <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>).

#### **4. EXECUTION OF CVT ACKNOWLEDGEMENT STATEMENT**

- 4.1. Public Body shall sign and provide the County with the signed original CVT Acknowledgement Statement (Addendum A), prior to County deploying AGO Named User accounts to Public Body. The CVT Acknowledgement Statement must be signed by an authorized representative of Public Body. After Public Body signs and provides the County with the signed original CVT Acknowledgement Statement (Addendum A), County will provide the CVT Acknowledgement Statement signed by Public Body to ESRI.

#### **5. LICENSED USE AND ACCESS**

- 5.1. County grants to Public Body a nonexclusive license to use County developed software applications, if any, needed to receive this I.T. Service. This license cannot be provided to any other party without County’s advance written consent.



**ADDENDUM A**  
**CVT ACKNOWLEDGMENT STATEMENT**  
**(ArcGIS Online)**

**Environmental Systems Research Institute, Inc. ("Esri")**, having an address at 380 New York Street, Redlands, CA 92373 and **County of Oakland, MI ("County")**, have entered into an Enterprise Agreement (EA) identified as Enterprise Agreement No. 330721. Esri has authorized County to Deploy ArcGIS Online to specific CVTs during the term of the EA. Deployment by County of ArcGIS Online to each CVT and CVTs use of ArcGIS Online is subject to the terms of License Agreement contained in the EA and the additional requirements below.

The CVT, identified below as a Licensee, represents that it has received and read the License Agreement and understands and agrees to be bound by the terms of the License Agreement and the below additional requirements for use of ArcGIS Online Deployed by County to it. CVT agrees that Esri may pursue remedies against CVT for material breach of the License Agreement or the below additional requirements. All Deployments made by County to CVT will be made through County's centralized point of contact and will cease upon expiration or termination of County EA. County shall pass through updates and provide Tier 1 Support to CVT during the term of the EA for applicable ArcGIS Online use.

The following additional conditions apply:

- (1) Beta licenses are not available during the term of the EA. Therefore, Section 1.4 Trial, Evaluation, and Beta Licenses, in the License Agreement does not apply to CVT.
- (2) Section 1.2. Consultant or Contractor Access in the License Agreement, is modified to add the following restriction: Access to and use of any ArcGIS Online is restricted to use by consultants and contractors who are under contract with CVT, for the sole benefit of CVT while (i) working on-site at CVT's facilities; (ii) remotely accessing or using ArcGIS Online from CVT's on-site computers or machines; or (iii) remotely accessing or using EA Products from a third party's computers or machines. CVT shall require consultant or contractor to discontinue access to and use of EA Products upon completion of work for CVT.
- (3) CVT remains subject to Export Compliance requirements as outlined in the License Agreement.
- (4) Transfer, redistribution, or assignment of ArcGIS Online and any EA Product to any third party without Esri's written permission is prohibited.
- (5) During the term of the EA, licenses Deployed by County to CVT may be terminated if County or CVT is in material breach.
- (6) Any and all Amendments to License Agreement relating to the use of ArcGIS Online signed by the County and Esri shall be binding on the CVT.
- (7) CVT, including its consultants, contractors, agents, and volunteers, shall not upload to, process, or store in ArcGIS Online any Personal identifying information (PII) as defined in MCL 445.63, Protected Health Information (PHI) as defined in 45 CFR 160.103, or Criminal Justice Information (CJI) defined as data or information governed by the CJIS Security Policy (which is currently found at: <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>).

In the event of a conflict in the terms and conditions of this acknowledgment and the License Agreement, the terms and conditions of this document shall have precedence over those contained in the License Agreement. No other rights are granted to CVT under this acknowledgment.

ACCEPTED AND AGREED:

\_\_\_\_\_  
(CVT)

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT XII**  
**I.T. SERVICES AGREEMENT**  
**DATA SHARING**

**INTRODUCTION**

The Enhanced Access to Public Records Act, 1996 PA 462, MCL 15.44f1 *et seq.*, and the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501 *et seq.*, allow the County to make Access Oakland Products and data owned and maintained by the County on or in relation to its Geographic Information System (GIS) available to Public Body without fee or cost for the purposes and uses described in this Exhibit.

**1. DEFINITIONS**

- 1.1. **"Geographic Information System Data" or "GIS Data"** means any output from the County's computerized database, developed pursuant to MCL 15.441 *et seq.*, for the purpose of making public records immediately available for public inspection or their purchase or copying by digital means.
- 1.2. **"Access Oakland Product"** means any specially packaged public record, information or product, developed pursuant to MCL 15.441 *et seq.*, for the purpose of making public records immediately available for public inspection or their purchase or copying by digital means, and available via the County's website.
- 1.3. **"Consultants, Contractors or Subcontractors"** mean entities under contract to Public Body who use Access Oakland Products and/or GIS Data in or for performance of services pursuant to their contract with Public Body.
- 1.4. **"Third Party"** means a person who requests Access Oakland Products and/or GIS Data from Public Body and is not a Public Body entity or a Consultant, Contractor or Subcontractor performing services for Public Body.

**2. OAKLAND COUNTY RESPONSIBILITIES**

- 2.1. The County may provide Public Body, without fee or cost, with data available as GIS Data and/or Access Oakland Products in retrievable form for public purposes permitted by law, including but not limited to assessing, planning, zoning, property inspection, economic or community development, public safety, public works, parks and recreation, and engineering.

**3. PUBLIC BODY RESPONSIBILITIES**

- 3.1. All of the Access Oakland Products and GIS Data, including but not limited to text, data, photographs, maps, images, graphics, audio and video clips, trademarks, logos and service marks (collectively the "Content") are owned by the County or licensed to the County by

parties who own the Content. The Content is protected by copyright, trademark, and other intellectual property law. Public Body will cooperate promptly with any reasonable request by the County in any investigation of possible infringement of any applicable copyright or other proprietary right related to Public Body's use of Access Oakland Products and/or GIS Data.

- 3.2. All requests for GIS data and/or Access Oakland Products for the uses specified in Paragraph 2.1 shall be made on behalf of Public Body by a designee of Public Body.
- 3.3. Requests for GIS Data will be submitted to the One Stop Shop, Oakland County, Michigan and requests for Access Oakland Products will be submitted to Access Oakland's Account Services website. Either Party to this agreement may designate another individual to make or receive such requests by providing prior written notice.
- 3.4. Public Body will only use GIS Data and/or Access Oakland Products provided by the County under this Agreement in the performance of Public Body's authorized and permitted duties.
- 3.5. Public Body may provide its Consultants, Contractors, or Subcontractors with access to the GIS Data and/or Access Oakland Products in accordance with all the following conditions:
  - 3.5.1 Public Body shall have its Consultants, Contractors, or Subcontractors sign the Contractor Data Sharing Services Agreement, which is attached and incorporated into this Exhibit as Attachment A, and forward it to the County along with Contractor's required insurance documentation. The County will provide the fully executed Contractor Data Sharing Services Agreement to Public Body. Public Body shall forward the fully executed Contractor Data Sharing Services Agreement to the Consultant, Contractor, or Subcontractor. The Contractor Data Sharing Services Agreement must be signed by County and Contractor, prior to the Public Body's Consultants, Contractors, or Subcontractors accessing or using the GIS Data and/or Access Oakland Products;
  - 3.5.2 Public Body's Consultants, Contractors, or Subcontractors shall refrain from using the GIS Data and/or Access Oakland Products for any purpose except what is authorized by Public Body in relation to the performance of Public Body's official duties; and,
  - 3.5.3 Public Body's Consultants, Contractors, or Subcontractors shall delete, remove, and shall cease using all copies of GIS Data and/or Access Oakland Products, regardless of their form or method of storage, upon the completion or termination of its consulting, contracting or subcontracting relationship with Public Body and/or the completion of its assigned tasks or duties and/or termination of this Exhibit.
- 3.6. County may, and reserves the right to, implement future standards and guidelines as needed for use of the GIS Data and/or Access Oakland Products, including but not limited to, limiting the number of Public Body's or its Consultants, Contractors, or Subcontractors

user accounts. In order to access and use the GIS Data and/or Access Oakland Products, Public Body and its Consultants, Contractors, or Subcontractors shall agree to and comply with new or different standards or guidelines that are provided to Public Body. Public Body shall provide any new or different standards or guidelines to its Consultants, Contractors, or Subcontractors.

- 3.7. Public Body shall immediately inform County via the Service Center if any of its employees, Consultants, Contractors, or Subcontractors are no longer employed by the Public Body, no longer require access to the GIS Data and/or Access Oakland Products, or use the GIS Data and/or Access Oakland Products for any purpose except what is authorized by Public Body in relation to the performance of Public Body's official duties.
- 3.8. Public Body shall comply with all of the provisions in MCL 15.443(1)(d). Except as provided in section 3.5 above, Public Body agrees that it shall refrain from providing GIS Data and/or Access Oakland Products to Third Parties, as that term is defined in MCL 15.442(i). Public Body shall refer all requests by Third Parties to purchase or otherwise acquire GIS Data and/or Access Oakland Products to Oakland County.

#### **4. LICENSED USE AND ACCESS**

- 4.1. County grants to Public Body a nonexclusive license to use County developed software applications, if any, needed to receive this I.T. Service. This license cannot be provided to any other party without County's advance written consent.

ATTACHMENT A  
TO EXHIBIT XII  
I. T. SERVICES AGREEMENT  
DATA SHARING

**CONTRACTOR DATA SHARING SERVICES AGREEMENT**

This Contractor Data Sharing Services Agreement (herein referred to as the “Contractor Agreement”) is made between Oakland County, a Constitutional and Municipal Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 (the “County”) and

\_\_\_\_\_ (the “Contractor”).  
(Contractor Name and Address)

**RECITALS**

- A. WHEREAS, \_\_\_\_\_ (“Public Body”), utilizes Oakland County, Michigan (“County”) owned GIS Data and/or Access Oakland Products (referred to individually or collectively as “Data Sharing Services”) pursuant to an agreement with the County; and
- B. WHEREAS, Public Body has requested and authorized County to provide Data Sharing Services to Contractor, in order for Contractor to fulfill its contractual obligations to Public Body.
- C. WHEREAS, County is willing to provide Data Sharing Services to Contractor, subject to the following terms and conditions.

NOW, THEREFORE, the Contractor and County, collectively referred to as the “Parties,” agree to the following:

**AGREEMENT**

1. **Definitions:** In addition to the terms and expressions defined elsewhere in this Contractor Agreement, the following words and expressions are defined and interpreted throughout this Contractor Agreement as:
- 1.1 **Access Oakland Product** means any specially packaged public record, information or product, developed pursuant to MCL 15.441 *et seq.*, for the purpose of making public records immediately available for public inspection or their purchase or copying by digital means, and available via the County's website.
- 1.2 **Contractor Employee** means any employee; officer; director; member; manager; trustee; volunteer; attorney; licensee; contractor; subcontractor; independent contractor; subsidiary; joint venture; partner or agent of Contractor; and any persons acting by, through, under, or in concert with any of the above, whether acting in their personal, representative, or official capacities. Contractor Employee shall also include any person

who was a Contractor Employee at any time during the term of this Contractor Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.

1.3 **Claims** mean any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are imposed on, incurred by, or asserted against the County, or for which the County may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.

1.4 **County** Oakland County, a Municipal Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.

1.5 **Data Sharing Services** means GIS Data and/or Access Oakland Products.

1.6 **Geographic Information System Data or GIS Data** means any output from the County's computerized database, developed pursuant to MCL 15.441 *et seq.*, for the purpose of making public records immediately available for public inspection or their purchase or copying by digital means.

2. **Service Provided by County:** County may provide Data Sharing Services to Contractor without cost to Contractor during the duration of this Contractor Agreement, subject to any other terms or conditions in this Contractor Agreement.

3. **Contractor's Obligations:** Contractor agrees that, when accessing or using Data Sharing Services, Contractor shall:

3.1 Use the Data Sharing Services solely to fulfill its contractual obligations to the Public Body. Contractor shall refrain from using the Data Sharing Services for any purpose except those authorized by Public Body in relation to the performance of its official duties;

3.2 Not copy, reuse, republish or otherwise distribute the Data Sharing Services or any modified or altered versions of it, whether over the Internet or otherwise, and whether or not for payment, without the express written permission of County;

3.3 Be bound by and comply with all future standards and guidelines implemented by County regarding the use of Data Sharing Services;

3.4 Immediately notify the Public Body if Contractor Employees are no longer employed by the Contractor, if Contractor no longer requires access to the Data Sharing Services, if there is unauthorized disclosure or use of the Data Sharing Services, or if any Contractor Employees violate the terms of this Contractor Agreement or amendments thereto;

3.5 Comply with any terms contained in any license agreements, service agreements, acceptable use policies, and similar terms of service that County must “pass through” to Contractor in order to provide Contractor with the Data Sharing Services. County will provide Contractor with a copy of any license agreements, service agreements, acceptable use policies, and similar terms of service that County must “pass through” to Contractor, if requested by Contractor;

3.6 Cease using, delete, and remove any and all Data Sharing Services or copies thereof, regardless of their form or method of storage, upon the earliest of any one of the following events:

3.6.1 Completion or termination of Contractor’s consulting, contracting or subcontracting relationship with Public Body;

3.6.2 The completion of Contractor’s assigned tasks or duties for Public Body that involved the Data Sharing Services;

3.6.3 Public Body notifying Contractor that Public Body no longer has an agreement with the County to use or have access to Data Sharing Services; or

3.6.4 Upon termination of this Contractor Agreement for any reason.

4. **Ownership of Data Sharing Services:** The Data Sharing Services, including but not limited to text, data, photographs, maps, images, graphics, audio and video clips, trademarks, logos and service marks (collectively the “Content”) are owned by the County or licensed to the County by parties who own the Content. The Content is protected by copyright, trademark, and other intellectual property law. Contractor will cooperate promptly with any reasonable request by the County in any investigation of possible infringement of any applicable copyright or other proprietary right related to Contractor’s use of Data Sharing Services.

5. **Disclaimer of Warranty and Liability:**

5.1 COUNTY PROVIDES THE DATA SHARING SERVICES ON AN “AS IS” AND “AS AVAILABLE” BASIS. COUNTY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF ACCURACY, RELIABILITY, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ANY OTHER WARRANTY, CONDITION, GUARANTEE OR REPRESENTATION, WHETHER ORAL, IN WRITING, OR IN ELECTRONIC FORM, INCLUDING BUT NOT LIMITED TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED THEREIN OR PROVIDED BY THE SERVICE. COUNTY DOES NOT REPRESENT THAT ACCESS TO THE DATA SHARING SERVICES WILL BE UNINTERRUPTED OR THAT THERE WILL BE NO FAILURES, ERRORS OR OMISSIONS, OR LOSS OF TRANSMITTED INFORMATION.



5.2 USE OF THE DATA SHARING SERVICES IS AT CONTRACTOR'S OWN RISK. COUNTY WILL NOT BE HELD LIABLE FOR ANY ERRORS OR OMISSIONS CONTAINED IN THE SERVICE.

5.3 IN NO EVENT WILL THE COUNTY BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA, OR PROFITS, WHETHER IN AN ACTION IN CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE DATA SHARING SERVICES.

6. **Maintenance or Modification:** County may, without notice, perform maintenance on, or modify the Data Sharing Services at any time. County may, without notice, restrict or deny Contractor's access to the Data Sharing Services during any maintenance or modification.
7. **Compliance with Laws:** Contractor shall comply with all federal, state, and local statutes, ordinances, regulations, and administrative rules and requirements applicable to its activities performed under this Contractor Agreement.
8. **Auditing:** County may conduct scheduled and unscheduled audits or scans to ensure the integrity of the Data Sharing Services and County's compliance with Federal, State and local laws and industry standards.
9. **Delegation or Assignment:** Contractor shall not delegate or assign any obligation or right under this Contractor Agreement.
10. **Indemnification:** Contractor shall indemnify, defend, and hold the County harmless from all Claims, incurred by or asserted against the County by any person or entity, which are alleged to have been caused directly or indirectly from the acts or omissions of Contractor or Contractor's Employees. The County's right to indemnification is in excess and above any insurance rights/policies required by this Contractor Agreement.
11. **Contractor Provided Insurance:** At all times during this Contractor Agreement, Contractor shall obtain and maintain insurance according to the requirements listed in Appendix A.
12. **Term:** This Contractor Agreement shall be effective when executed by all Parties, and shall remain in effect until the earliest of any one of the following events:
  - 12.1 Contractor completes or terminates its consulting, contracting or subcontracting relationship with Public Body;
  - 12.2 Public Body notifying Contractor that Public Body no longer has an agreement with the County to use or have access to Data Sharing Services;
  - 12.3 Five (5) years after the effective date of this Contractor Agreement; or
  - 12.4 Otherwise terminated as set forth in this Contractor Agreement.

### **13. Termination:**

13.1 **By County:** County may terminate this Contractor Agreement immediately and without advance notice for any reason, including convenience. Notice to Contractor terminating this Contractor Agreement by County shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail, postage prepaid, and addressed to the person and address listed below for Contractor. Contractor may change the person and/or address that notice shall be given to by providing the name of the new person and/or address to the County in writing.

13.2 **By Contractor:** Contractor may terminate this Contractor Agreement at any time and for any reason, including convenience, upon sending written notice to County. The effective date of termination shall be seven business days after sending the notice, or a later date if clearly stated in the written notice.

14. **Notices:** Notices given under this Contractor Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.

14.1 If Notice is sent to County, it shall be addressed and sent to: Director, Oakland County Department of Information Technology, 1200 North Telegraph Road, Pontiac, Michigan, 48341, and the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341.

14.2 If Notice is sent to Contractor, it shall be addressed to the person and address listed below for Contractor.

14.3 Either Party may change the individual to whom Notice is sent and/or the mailing address by notifying the other Party in writing of the change.

15. **Cumulative Remedies:** A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.

16. **Governing Law/ Consent to Jurisdiction and Venue:** This Contractor Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Any action brought to enforce, interpret, or decide any claim arising under or related to this Contractor Agreement shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

17. **Modifications or Amendments:** Any modifications, amendments, rescissions, waivers, or releases to this Contractor Agreement must be in writing and agreed to by all Parties.

**18. Interpretation of Agreement:** The language of this Contractor Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party.

**19. Waiver:** Waiver of any term or condition under this Contract must be in writing and notice given pursuant to this Contract. No written waiver, in one or more instances, shall be deemed or construed as a continuing waiver of any term or condition of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.

**20. Severability:** If a court of competent jurisdiction finds a term or condition of this Contract to be illegal or invalid, then the term or condition shall be deemed severed from this Contract. All other terms or conditions shall remain in full force and effect. Notwithstanding the above, if Contractor's promise to indemnify or hold the County harmless is found illegal or invalid, Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the County.

**21. Entire Agreement:** This Contractor Agreement represents the entire agreement between the Parties and supersedes any and all other communications, prior, contemporaneous or subsequent.

The Parties have taken all actions and secured all approvals necessary to authorize and complete this Contractor Agreement. The persons signing this Contractor Agreement on behalf of each Party have legal authority to sign this Contractor Agreement and bind the Parties to the terms and conditions contained herein.

**FOR COUNTY:**

Executed by: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**FOR CONTRACTOR:**

\_\_\_\_\_  
(Signature of Contractor's Authorized Representative)

\_\_\_\_\_  
(Printed name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Address)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Address continued)

## APPENDIX A

### CONTRACTOR INSURANCE REQUIREMENTS

During this Contractor Agreement, the Contractor shall provide and maintain, at their own expense, all insurance as set forth and marked below, protecting the County against any Claims. The insurance shall be written for not less than any minimum coverage herein specified.

#### **Primary Coverages**

**Commercial General Liability Occurrence Form** including: (a) Premises and Operations; (b) Products and Completed Operations (including On and Off Premises Coverage); (c) Personal and Advertising Injury; (d) Broad Form Property Damage; (e) Independent Contractors; (f) Broad Form Contractual including coverage for obligations assumed in this Contractor Agreement;

\$1,000,000 – Each Occurrence Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products & Completed Operations Aggregate Limit

\$2,000,000 – General Aggregate Limit

\$ 100,000 – Damage to Premises Rented to You (formally known as Fire Legal Liability)

**Workers' Compensation Insurance** with limits statutorily required by any applicable Federal or State Law and Employers Liability insurance with limits of no less than \$500,000 each accident, \$500,000 disease each employee, and \$500,000 disease policy limit. Contractor must also satisfy one of the following:

1. Fully Insured or State approved self-insurer; or
2. Sole Proprietors must submit a signed Sole Proprietor form; or
3. Exempt entities, Partnerships, LLC, etc., must submit a State of Michigan form WC-337 Certificate of Exemption.

**Commercial Automobile Liability Insurance** covering bodily injury or property damage arising out of the use of any owned, hired, or non-owned automobile with a combined single limit of \$1,000,000 each accident. This requirement is waived if there are no company owned, hired or non-owned automobiles utilized in the performance of this Contractor Agreement.

**Commercial Umbrella/Excess Liability Insurance** with minimum limits of \$2,000,000 each occurrence. Umbrella or Excess Liability coverage shall be no less than following form of primary coverages or broader. This Umbrella/Excess requirement may be met by increasing the primary Commercial General Liability limits to meet the combined limit requirement.

**Supplemental Coverages Required:**

1. **Professional Liability/Errors & Omissions Insurance** (Consultants, Technology Vendors, Architects, Engineers, Real Estate Agents, Insurance Agents, Attorneys, etc.) with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate; and
2. **Cyber Liability Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate.

## **General Insurance Conditions**

The aforementioned insurance shall be endorsed, as applicable, and shall contain the following terms, conditions, and/or endorsements. All certificates of insurance shall provide evidence of compliance with all required terms, conditions and/or endorsements.

1. All policies of insurance shall be on a primary, non-contributory basis with any other insurance or self-insurance carried by the County;
2. The insurance company(s) issuing the policy(s) shall have no recourse against the County for subrogation (policy endorsed written waiver), premiums, deductibles, or assessments under any form. All policies shall be endorsed to provide a written waiver of subrogation in favor of the County;
3. Any and all deductibles or self-insured retentions shall be assumed by and be at the sole risk of the Contractor;
4. Contractors shall be responsible for their own property insurance for all equipment and personal property used and/or stored on County property;
5. The Commercial General Liability and Commercial Automobile Liability policies along with any required supplemental coverages shall be endorsed to name the County of Oakland and its officers, directors, employees, appointees and commissioners as additional insured where permitted by law and policy form;
6. The Contractor shall require its contractors or sub-contractors, not protected under the Contractor's insurance policies, to procure and maintain insurance with coverages, limits, provisions, and/or clauses equal to those required in this Contract;
7. Certificates of insurance must be provided no less than ten (10) Business Days prior to the County's execution of the Contractor Agreement and must bear evidence of all required terms, conditions and endorsements; and
8. All insurance carriers must be licensed and approved to do business in the State of Michigan and shall have and maintain a minimum A.M. Best's rating of A- unless otherwise approved by the County Risk Management Department.

**EXHIBIT XIII**  
**I.T. SERVICES AGREEMENT**  
**PICTOMETRY LICENSED PRODUCTS**

**INTRODUCTION**

Pictometry Licensed Products offers a Geographic Information System (GIS) solution that allows authorized users to access Pictometry-hosted high-resolution, orthogonal and oblique imagery.

County entered into a contract (Contract No. 004939) with Pictometry International Corp. (“Pictometry”), which contains several license agreements (“License Agreements”) that can be found on the Oakland County Purchasing Website at the ‘Contract Public Search’ link or provided to the Public Body upon request. The License Agreements permit County access to and use of the Pictometry Licensed Products that are described in the License Agreements. The License Agreements also allow the County to provide Public Body with access to and use of Pictometry Licensed Products that are specified in the Pictometry Authorized Subdivision Agreement (“Licensed Products”), which is attached and incorporated into this Exhibit as Attachment A.

The Parties desire for Public Body to be authorized to access and use the Licensed Products subject to the applicable licenses and conditions stated in this Exhibit. County will provide Public Body with access to the Licensed Products without Public Body having to purchase the Licensed Products.

**1. OAKLAND COUNTY RESPONSIBILITIES**

- 1.1. Access and Use. County shall provide Public Body with access to Licensed Products without fee or cost to Public Body. County will only provide Public Body with access to the Licensed Products when the Pictometry Authorized Subdivision Agreement or an equivalent agreement is in effect.
- 1.2. Access Management. County will provide Public Body with access to the Licensed Products through County’s Service Center.
- 1.3. Administration of Pictometry Authorized Subdivision Agreement. After Public Body signs and provides the County with the signed original Pictometry Authorized Subdivision Agreement (Attachment A) in accordance with paragraph 2.1, County shall provide the Pictometry Authorized Subdivision Agreement signed by Public Body to Pictometry for its signature. After Pictometry signs and provides the Pictometry Authorized Subdivision Agreement to County, County will provide a copy of the fully executed Pictometry Authorized Subdivision Agreement to Public Body.
- 1.4. Administration of Pictometry Authorized Sub-User Agreement. After Public Body provides County with the signed original Pictometry Authorized Sub-User Agreement

(which is attached and incorporated into this Exhibit as Attachment B) in accordance with paragraph 2.2, County shall provide the Pictometry Authorized Sub-User Agreement signed by the contractor to Pictometry for its signature. After Pictometry signs and provides the Pictometry Authorized Sub-User Agreement to County, County will provide a copy of the fully executed Pictometry Authorized Sub-User Agreement to Public Body. Public Body shall provide a copy of the fully executed Pictometry Authorized Sub-User Agreement to the contractor.

## **2. PUBLIC BODY RESPONSIBILITIES**

- 2.1. Execution of Pictometry Authorized Subdivision Agreement. Prior to County providing Public Body with access to the Licensed Products, Public Body shall sign and provide the County with the signed original Pictometry Authorized Subdivision Agreement (Attachment A).
- 2.2. Execution of Pictometry Authorized Sub-User Agreement. County may provide access to the Licensed Products to a contractor of the Public Body solely for the purpose of allowing contractor to fulfill its contractual obligations to Public Body. Prior to County providing access to the Licensed Products to a contractor of Public Body, Public Body shall provide the contractor with a copy of the License Agreements and the Pictometry Authorized Sub-User Agreement, the contractor shall sign and provide the Public Body with the signed original Pictometry Authorized Sub-User Agreement (Attachment B), and Public Body shall provide the County with the signed original Pictometry Authorized Sub-User Agreement.
- 2.3. Public Body Compliance. Public Body shall comply with the terms and conditions in this Exhibit, the Pictometry Authorized Subdivision Agreement, the License Agreements, any new agreement mentioned in paragraph 2.5, and any applicable laws, rules, and regulations when accessing or using the Licensed Products. Public Body's access and use of the Licensed Products may be suspended or terminated if County is in breach of the License Agreements or if Public Body is in breach of this Exhibit, the Pictometry Authorized Subdivision Agreement, the License Agreements, any new agreement mentioned in paragraph 2.5, or any applicable laws, rules, and regulations when accessing or using the Licensed Products. Public Body acknowledges and agrees that it has received and reviewed the License Agreements.
- 2.4. Amendments to License Agreements. In order to access and use the Licensed Products, Public Body and its contractor(s) shall agree to and comply with any and all amendments to the License Agreements. Amendments to the License Agreements can be found on the Oakland County Purchasing Website at the 'Contract Public Search' link or provided to the Public Body upon request. County will provide notice to Public Body when it becomes aware of applicable amendments to the terms and conditions of the License Agreements. Public Body shall notify its contractors when Public Body becomes aware of applicable amendments to the terms and conditions of the License Agreements.



- 2.5. New Agreements. County may enter into new agreements in the future with Pictometry involving the Licensed Products or similar products. New agreements between the County and Pictometry may require Public Body or its contractor(s) to agree to and sign (if necessary) new Pictometry Authorized Subdivision Agreements, Pictometry Authorized Sub-User Agreements, License Agreements, or other equivalent or related agreements. In order to access and use the Licensed Products or similar products, Public Body and its contractor(s) shall agree to and comply with new Pictometry Authorized Subdivision Agreements, Pictometry Authorized Sub-User Agreements, License Agreements, or other equivalent or related agreements, which can be found on the Oakland County Purchasing Website at the ‘Contract Public Search’ link or provided to the Public Body upon request. County will provide notice to Public Body when it becomes aware that Public Body and its contractor(s) must comply with any new agreements. Public Body shall notify its contractors when Public Body becomes aware that its contractors must comply with new agreements.
- 2.6. Future Standards and Guidelines. County may, and reserves the right to, implement future standards and guidelines as needed for use of the Licensed Products or similar products, including but not limited to, limiting the number of Public Body’s or a contractor’s authorized user accounts. In order to access and use the Licensed Products or similar products, Public Body and/or its contractor(s) shall agree to and comply with new or different standards or guidelines that are provided to Public Body. Public Body shall provide any new or different standards or guidelines to its contractors.
- 2.7. Account Notification Requirements. Public Body shall immediately inform County via the Service Center if any employee or contractor of Public Body is no longer employed by the Public Body, no longer requires access to the Licensed Products, or breaches this Exhibit, the Pictometry Authorized Subdivision Agreement, the Pictometry Authorized Sub-User Agreement, the License Agreements, any applicable amendments to those agreements, or any new agreement mentioned in paragraph 2.5. County may require Public Body to verify its inventory of active Public Body and contractor user accounts periodically.

### **3. LICENSED USE AND ACCESS**

- 3.1. County grants to Public Body a nonexclusive license to use County developed software applications, if any, needed to receive this I.T. Service. This license cannot be provided to any other party without County’s advance written consent.

ATTACHMENT A  
EXHIBIT XIII  
I.T. SERVICES AGREEMENT  
PICTOMETRY LICENSED PRODUCTS

**PICTOMETRY AUTHORIZED SUBDIVISION AGREEMENT**

Authorized Subdivision Name:

Authorized Subdivision Address:

Authorized Subdivision Email Address:

Authorized Subdivision Phone  
Number:

Authorized Subdivision Attn:

Pictometry Licensed Products:

Delivered Content, Online Services, Web Visualization Offering

This Pictometry Authorized Subdivision Agreement (this "Agreement") is entered into by and between Pictometry International Corp., a Delaware corporation with offices at 25 Methodist Hill Drive, Rochester, New York 14623 ("Pictometry") and the Authorized Subdivision identified above ("Authorized Subdivision").

Whereas, Pictometry and the County of Oakland, Michigan (the "County") entered into a license agreement dated December 1, 2016 (the "County Agreement") providing the County licensed access to and use of certain Pictometry products identified above ("Pictometry Licensed Products") and the County has requested that Pictometry authorize Authorized Subdivision to have access to and use of the Pictometry Licensed Products pursuant to the County Agreement; and

Now therefore, Pictometry and Authorized Subdivision hereby agree as follows:

1. This Agreement shall continue in effect until the earlier to occur of (a) expiration or termination of the County Agreement, (b) the County withdraws its authorization allowing Authorized Subdivision access and use of the Pictometry Licensed Products (c) breach by the County of the County Agreement, or (d) breach of this Agreement by Authorized Subdivision;
2. Authorized Subdivision agrees to be bound by the terms and conditions set forth in the County Agreement, which is made part of this Agreement;
3. Authorized Subdivision is hereby authorized to access and use the Pictometry Licensed Products in accordance with the terms of this Agreement;

EXHIBIT XIII-I.T. SERVICES AGREEMENT  
PICTOMETRY LICENSED PRODUCTS

ATTACHMENT A

4. Pictometry shall have no obligations to provide the Pictometry Licensed Products to Authorized Subdivision;
5. Authorized Subdivision may not assign or otherwise transfer its rights or delegate its duties under this Agreement; and
6. All notices under this Agreement shall be in writing and shall be sent to the respective addresses set forth above. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

This Agreement shall become effective upon execution by duly authorized officers of Authorized Subdivision and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

**Authorized Subdivision**

**Pictometry International Corp.**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Effective Date: \_\_\_\_\_

ATTACHMENT B  
EXHIBIT XIII  
I.T. SERVICES AGREEMENT  
PICTOMETRY LICENSED PRODUCTS

**PICTOMETRY AUTHORIZED CONTRACTOR SUB-USER AGREEMENT**

Contractor Name: \_\_\_\_\_

Type of Contractor entity: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

Governmental Entity that Contractor is performing work on behalf of: \_\_\_\_\_

Contractor Attn: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Term: \_\_\_\_\_

Pictometry Licensed Products: \_\_\_\_\_  
Delivered Content, Online Services, Web Visualization Offering

This Pictometry Authorized Sub-User Agreement (this "Agreement") is entered into by and between Pictometry International Corp., a Delaware corporation with offices at 25 Methodist Hill Drive, Rochester, New York 14623 ("Pictometry") and the party identified above ("Contractor") and is effective beginning on the Effective Date listed above for the Term as set forth above, at which time this Agreement will automatically terminate.

Whereas, Pictometry and the County of Oakland, Michigan previously entered into a license agreement wherein the Governmental Entity identified above was given access to and use of certain products identified above ("Pictometry Licensed Products"). The Governmental Entity has requested that Pictometry authorize Contractor to have access to and use of the Pictometry Licensed Products, in order for Contractor to fulfill its contractual obligations to the Governmental Entity.

Now therefore, Pictometry and the Contractor hereby agree that Contractor may utilize the Pictometry Licensed Products in accordance with the terms and conditions set forth herein.

Contractor agrees as follows:

**1 Grants of Rights; Restrictions on Use**

- 1.1** Contractor may use the Pictometry Licensed Products solely for the purpose of fulfilling its contractual obligations to the Governmental Entity at its direction.
- 1.2** All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Pictometry Licensed Products belong to Pictometry or its third party

EXHIBIT XIII-I.T. SERVICES AGREEMENT  
PICTOMETRY LICENSED PRODUCTS

suppliers. Contractor shall not acquire any proprietary interest in the Pictometry Licensed Products or any copies thereof.

- 1.3** Contractor shall not make the Pictometry Licensed Products available to any other party, including Google or its affiliates, either directly or indirectly. Contractor will not share, publish, reproduce, sell or distribute the Pictometry Licensed Products (including making available on the Internet or World Wide Web or any other general access electronic network, method or medium).
- 1.4** Contractor shall not and will not enable others to decompile, reverse engineer, disassemble, attempt to derive source code of, decrypt, modify, create derivative works of, or tamper with or disable any security or monitoring features within the Pictometry Licensed Products.
- 1.5** Pictometry shall have no obligations to provide the Pictometry Licensed Products to Contractor.

## **2 Disclaimers**

- 2.1** The Pictometry Licensed Products are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.
- 2.2** The Pictometry Licensed Products are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.
- 2.3** All measurements and reports generated by the Pictometry Licensed Products are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
- 2.4** Contour information obtained from the Pictometry Licensed Products is generated from under sampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
- 2.5** While the Pictometry Licensed Products may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the Pictometry Licensed Products hereby disclaim all liability for damages claims and expenses arising from such use.
- 2.6** Contractor's reliance on the Pictometry Licensed Products should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for Contractor's intended purpose.
- 2.7** Pictometry and each third party supplier of any portion of the Pictometry Licensed Products assume no responsibility for any consequences resulting from the use of the Pictometry Licensed Products.
- 2.8** Pictometry and each third party supplier of any portion of the Pictometry Licensed Products hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Pictometry Licensed Products.
- 2.9** Contractor waives any and all rights Contractor may have against Pictometry, each third party supplier of any portion of the Pictometry Licensed Products, and each of their

directors, officers, members and employees, arising out of use of or reliance upon the Pictometry Licensed Products.

**3 Warranty**

**3.1** THE PICTOMETRY LICENSED PRODUCTS ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF THE PICTOMETRY LICENSED PRODUCTS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**4 Limitation of Liability**

**4.1** No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Pictometry Licensed Products, (b) the unavailability or interruption of the Pictometry Licensed Products or any features thereof, (c) Contractor's use of the Pictometry Licensed Products, (d) the loss or corruption of any data or equipment in connection with the Pictometry Licensed Products, (e) the content, accuracy, or completeness of the Pictometry Licensed Products, all regardless of whether you received assistance in the use of the Pictometry Licensed Products from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Pictometry Licensed Products.

**4.2** "Covered Party" means (a) Pictometry and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry; and (b) each third party supplier of any Pictometry Licensed Products, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any Pictometry Licensed Products or third party alliance entity and their affiliates.

**4.3** TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE PICTOMETRY LICENSED PRODUCTS OR THIS AGREEMENT EXCEED ONE THOUSAND DOLLARS.

**4.4** TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE COVERED PARTIES SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH PICTOMETRY LICENSED PRODUCTS, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS.

**5 Miscellaneous**

**5.1** Contractor acknowledges and agrees that a breach of this Agreement by Contractor may cause severe and irreparable damage to Pictometry which may be difficult to measure with certainty or to compensate through damages. In the event of any breach of this Agreement by Contractor, Contractor agrees that Pictometry is authorized and entitled to seek preliminary and/or permanent injunctive relief, as well as any other relief permitted by applicable law. Contractor hereby waives the necessity of the posting of any form of bond relating to the issuance of injunctive relief.

ATTACHMENT B

- 5.2 Pictometry may terminate this Agreement at any time with or without cause upon ten (10) days written notice to the Contractor.
- 5.3 Upon expiration or termination of this Agreement, or in the event that Contractor is in violation of any of the terms or conditions set forth in this Agreement or the Governmental Entity is in violation of its Agreement with Pictometry, the Contractor shall immediately cease use of all Pictometry Licensed Products, purge all Pictometry Licensed Products off of its respective computers/servers and return all Pictometry Licensed Products to Pictometry.
- 5.4 Contractor shall not assign or otherwise transfer its rights or delegate its duties under this Agreement.
- 5.5 All notices under this Agreement shall be in writing and shall be sent to the respective addresses set forth above. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.
- 5.6 Any extensions or modifications of this Agreement must be in writing and signed by duly authorized officers of Pictometry and the Contractor.
- 5.7 This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles.
- 5.8 The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
- 5.9 In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.

This Agreement shall become effective upon execution by duly authorized officers of Authorized Subdivision and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

**Contractor**

**Pictometry International Corp.**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Effective Date: \_\_\_\_\_

# Memorandum

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**To:** Honorable President Peddie; Village Council  
**CC:** Chris D. Wilson, Village Manager; Tom Ryan, Village Attorney; Peggy Linkswiler, Treasurer  
**From:** Sheila McCarthy, Finance Director  
**Date:** 10/30/2019  
**Re:** FY 2019-2020 Budget Amendments

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Attached are proposed FY 2019-2020 Village of Beverly Hills Budget Amendments.

There are General Fund amendments relating to adjusting revenue and expenses to more accurately reflect projected actuals for FY20.

In Major Roads there are amendments for expenditures budgeted in FY19 but not incurred until FY20 as well as expense reallocation and adjustments to more accurately reflect projected actuals for FY20. In addition, there are 2 amendments relating to the Federal Road Project on 13 Mile. One amendment relates to engineering fees to be incurred in the projected amount of \$220,000. The other amendment relates to the 50% reimbursement of the engineering fees, \$110,000, from the City of Southfield to the Village of Beverly Hills. The Village is pursuing Federal reimbursement for the engineering expenditures. When further information is received, and the amount is known a budget amendment will be presented to council to record the amount of the reimbursement.

In Local Roads there is an amendment for expenditures budgeted in FY19 and incurred in FY20 and an amendment to adjust to expected actuals.

These proposed FY 2019-2020 Budget Amendments have been reviewed by Village Administration and are recommended for approval.

## **Recommended Resolution**

Be it resolved that the Village of Beverly Hills Council authorizes Village Administration to transfer or adjust monies reserved in the General, Major Roads and Local Roads as reflected in the October 30, 2019 memorandum from Finance Director, Sheila McCarthy.



a/c	Fund	Account Description	Budget before Amendments	Amendment	Revised Budget	Budget Justification
					-	
101-101-703.00	General	Part Time Wages	10,000	(9,000)	1,000	Part Time employee terminated as of July 2019
101-101-725.00	General	Minute Preparation Fees	-	5,000	5,000	Council Minute Preparation fees subcontracted as of Aug 2019
101-171-703.00	General	Part Time Wages	20,000	(20,000)	-	Not anticipated to be incurred
101-248-885.00	General	Scholarships Awarded	-	2,000	2,000	Adj line item budget between a/c 883 and a/c 885
101-248-883.00	General	Prior Year Tax Tribunal Adj	2,000	(2,000)	-	Adj line item budget between a/c 883 and a/c 885
101-248-932.00	General	R & M Computer	15,000	3,000	18,000	Adj to be in line with FY19 level of expenditures
101-248-956.00	General	Miscellaneous	15,800	5,200	21,000	Adj to be in line with FY19 level of expenditures
101-440-703.00	General	Part Time Wages	5,000	(5,000)	-	Not anticipated to be incurred, park wages posted to Dept 751
101-440-814.01	General	Christmas Tree Chipping	10,000	6,000	16,000	Adj to be in line with FY19 level of expenditures
101-747-895.00	General	Park Deposits Refunded Expense	6,000	(5,500)	500	Expected expenditure will be minimal
101-751-703.00	General	Parks & Rec Part Time Wages	15,000	3,000	18,000	Adj to FY19 level of expenditure
101-751-715.00	General	Employer Social Security	-	1,377	1,377	Adj to expected expenditure level
202-451-810.02	Major	Resurface Asphalt	-	40,000	40,000	Actuals include expenditures of \$37,078 budgeted in FY19, incurred in FY20 re 2018 Rd Improvement Program (14/Lahser to West Village limits)
202-451-810.55	Major	Federal Project: 13 Mile Southfield/Evergreen - Expense	-	220,000	220,000	Engineering fees to be incurred on the Federal project. Engineering fees to be paid for by Southfield and Village of Beverly Hills, 50/50.
202-000-671.50	Major	Federal Project: 13 Mile Southfield/Evergreen Payments from Southfield - Income	-	110,000	110,000	Southfield to reimburse VBH for 50% of Engineering fees on Federal Project. This is an offset to 202-451-810.55
202-482-812.00	Major	Audit Fees	3,000	(3,000)	-	Audit fees posted to Dept 101-248
202-900-977.04	Major	Traffic Signs	-	8,458	8,458	2 new Signalert Push 2 Cross signals
202-478-776.03	Major	Salt and Sand	50,000	(15,000)	35,000	Reallocate expenditures in 202-478
202-478-818.01	Major	Winter Labor	7,500	17,500	25,000	Reallocate expenditures in 202-478
202-478-942.01	Major	Winter Equipment Rental	40,000	(2,500)	37,500	Reallocate expenditures in 202-478
203-463-779.01	Local	Culvert & Tile Repairs	16,000	34,000	50,000	Add'l includes expenditures budgeted in FY19, incurred in FY20 (\$20.2k D'Angelo Brothers: Metamora, West of Lahser Rd)
203-478-818.01	Local	Winter Labor	3,000	4,000	7,000	Adj to expected expenditure level

**VILLAGE MANAGER'S REPORT**  
**CHRIS D. WILSON**  
**NOVEMBER 1, 2019**

**Metamora Subdivision Concrete Replacement** – Work has begun on the concrete replacement project in the Metamora subdivision. The contractor is working on the replacement of the sewer around the intersection of Foxboro and Sleepy Hollow. This work has been delayed because of weather and some utility conflicts. Once the sewer work is completed, we will begin removing sections of concrete to be replaced. This work is still scheduled to be completed by the end of November. Due to the tight time schedule and potential for weather delays we may work with the contractor to allow some work to be done on Sundays.

**2020 13 Mile Reconstruction** – The Village has been approved for federal funding for the 2020 reconstruction of 13 Mile from Southfield to Evergreen, including the intersection of 13 Mile and Southfield. We are proceeding with the design engineering at this point. We anticipate this project to be put out to bid in late April with construction starting mid-June after school is out. The project will run through the beginning of school next September. One-way traffic will be maintained west bound through the duration of the project. We are working with the City of Southfield and the Road Commission of Oakland County on signage and posted detour routes.

The design phase of the project is ongoing but will include a dedicated left turn lane throughout the length of the road. The final project will be a mixture of five (5) lanes and three (3) lanes with right turn taper lanes in multiple locations. All existing traffic signals will be maintained and upgraded. The City of Southfield will install a sidewalk along their side of 13 Mile at their expense. Once a preliminary design is drafted, I would like to make a public presentation of the road design at either a regular Council meeting or a special meeting.

**31655 Southfield Road** – At their regular October meeting the Planning Commission did review a revised site plan for a residential development from Robertson Brothers on the site of the former McDonald's on Southfield. By a vote of 5-2 the Planning Commission did recommend referring this preliminary site plan to the Village Council for their review and consideration. The motion recommending referral of this matter was quite lengthy with five (5) recommended deviations from the existing Overlay District regulations. Due to the length and complexity of this motion Village Administration is still in the process of review this submittal, resolution, deviation requests and underlying code in order to present this matter to the Council. It is anticipated that this matter will be on the agenda for the regular Council meeting of November 19.

**Office Closed** – Village Offices will be closed on Monday, November 11<sup>th</sup> in observance of Veterans Day. Trash collection will not be delayed.

**Crosswalk Upgrade** – Village Administration received a request to investigate crosswalk upgrades on 13 Mile by Groves High School. Administration examined the crosswalk in this area and has ordered signage similar to that installed at other crosswalks in the Village. A small section of sidewalk would normally be added on the south side of 13 Mile to connect to this crosswalk. Upon examination of the area and given the sidewalk work planned on the Southfield side on 13 Mile next year, Village Administration would request the installation of sidewalk from this crosswalk just east of Embassy to the intersection at Evergreen.

**Yard Waste Collection** – Yard waste collection is ongoing and will continue throughout the week of December 9<sup>th</sup>. As this is a very busy time of the year for yard waste collection, some of the typical trash and yard waste collection routes may be altered. Please make sure that all yard waste is placed at the curb, along with recycling and trash, no later than 7:00 AM to ensure timely pickup.

# **Beverly Hills Public Safety Activity Report**

**October 10<sup>th</sup> – October 31<sup>st</sup>, 2019**

- The Public Safety Department is currently looking for applicants for Public Safety Officer. Please visit our website, [www.beverlyhillspolice.com](http://www.beverlyhillspolice.com) to see if you qualify.
- Remember to lock your car and house doors.
- Do not leave valuables inside your car. Do not leave your keys in your car. Be a good neighbor to all.

## **Scam Alert: This New Phishing Scam Puts Phony Invites on Victims' Calendars**

[Better Business Bureau](#). August 30, 2019.

First it was emails. Then it was text messages. Now the latest phishing scam involves calendar invites. Scammers are taking advantage of default calendar settings to plant phony events laced with phishing links on targets' schedules.

### **How the Scam Works**

You use Outlook, Google Calendar, or a similar program to keep track of your schedule. One day, you check your schedule, and you spot a strange event that you don't remember accepting. It seems to be promoting a special discount or offer. The event body tells you to click a link to take a survey, find a nearby location, or something similar.

Where did this calendar event even come from? Scammers are taking advantage of default calendar settings that automatically add any event to a user's calendar, whether they have accepted it or not. Scammers add a phishing link and a short description to entice targets to click. The link might point to a form that requests personal information or downloads malware to your device.

### **Avoid Falling for Calendar Phishing Scams**

- **Never click on links or download attachments from unknown events.** Just like emails, out-of-the blue calendar invites are often attempts to install malware on your computer and/or steal your personal information.
- **Change your settings:** Check your calendar settings and make sure to turn off any options that say "automatically add invitations" or something similar. You want your calendar set to give you the option of accepting or rejecting every invitation.

## For More Information

See this article on [Wired.com](#) and this report from [Kaspersky Security's blog](#) for more information about these new phishing cons.

Learn more about phishing scams are [BBB.org/PhishingScam](#). If you've been targeted by this scam, help others by filing a scam report at [BBB.org/ScamTracker](#).

### **CALLS FOR SERVICE**

- 353 Calls for Service.
- 25 Arrests.
- 217 Tickets issued.
- 3 Walk in PBT's
- 7 Prescription pill drop offs.
- Vacation checks.
- Car Seat Checks.
- Gun Permit.
- Crossing Guard on Beverly and Southfield.
- Motor Carrier enforcement.
- 5 Prisoner transports to and from the Birmingham Police Department.
- 13 Medicals on 13 Mile Rd.
- 2 Larcenies on 13 Mile Rd.
- Motorist Assist on 13 Mile Rd.
- Noise complaint on 13 Mile Rd.
- Vehicle Lockout on 13 Mile Rd.
- 8 Traffic Accidents on 13 Mile Rd.
- Traffic complaint on 13 Mile Rd.
- Suspicious Persons on 13 Mile Rd.
- Suspicious Circumstance on 13 Mile Rd.
- 2 Alarms on 13 Mile Rd.
- Fire Alarm on 13 Mile Rd.
- Fraud on 13 Mile Rd.
- Retail Fraud on 13 Mile Rd.
- Suspicious Persons on 13 Mile Rd.
- Traffic Accident on 13 Mile Rd.
- Assist Southfield Fire on 13 Mile Rd.
- Assist Franklin Police on 13 Mile with traffic control.
- Found Property on 13 Mile Rd.
- Suspicious Person on 14 Mile Rd.
- 2 Motorist Assists on 14 Mile Rd.
- Suspicious Circumstance complaint on 14 Mile Rd.
- 5 Traffic Accidents on 14 Mile Rd.
- 3 Traffic complaints on 14 Mile Rd.
- Fire Alarm on 14 Mile Rd.

- Animal complaint on 14 Mile Rd.
- Assist Bloomfield Township with a welfare check on 14 Mile Rd.
- Parking complaint on Southfield.
- Retail Fraud complaint on Southfield.
- Traffic Accident on Southfield.
- Road Hazard on Southfield.
- Motorist Assist on Southfield.
- Medical on Southfield.
- Traffic Accident on Southfield.
- Larceny on Southfield.
- Road Hazard on Southfield.
- Animal complaint on Evergreen.
- 2 Traffic Accidents on Evergreen.
- Motorist Assist on Greenfield.
- Suspicious Persons on Greenfield.
- 2 Traffic Investigations on Greenfield.
- Medical on Lahser.
- Animal complaint on Lahser.
- Road rage on Lahser.
- Reckless Driver on Lahser.
- Traffic Accident on Lahser.
- Motorist Assist on Lahser.
- 2 Suspicious Persons complaints on Lahser.
- Suspicious Persons on Beverly.
- Suspicious Circumstance on Beverly.
- Medical on Beverly Ct.
- Alarm on Beverly.
- Medical on Beverly.
- Noise complaint on Beverly.
- Animal complaint on Huntley Sq. E.
- Suspicious Circumstance on Georgina.
- Officers met Bloomfield Twp. Police to arrest an individual on a Beverly Hills Warrant. The person was arrested without incident.
- Suspicious Person on Huntley Sq. N.
- Assist Franklin Police with a peace officer detail on Franklin Oaks Trail.
- Assist Birmingham with a Burglary on Evergreen.
- Vehicle Lockout on Pickwick.
- 2 Hang Up 911 complaints on Eastlady.
- Assist Southfield with an accident on 13 Mile Rd.
- Vehicle Lockout on Locherbie.
- Assist Southfield Police with a domestic on 13 Mile Rd.
- Officers stopped a vehicle on Greenfield for a traffic violation. The driver was operating on a suspended license. The driver was arrested without incident.

- Alarm on Buckingham.
- Assist Birmingham Police with a stolen vehicle.
- Officers stopped a vehicle on Greenfield for a traffic violation. The driver was operating on a suspended license. The driver was arrested without incident.
- Medical on Verona.
- Alarm on E. Lincolnshire.
- Suspicious Vehicle on Cline.
- Suspicious Persons on Huntley Sq. N.
- Suspicious Vehicle on Kinross.
- Medical on Kinross.
- Officers stopped a vehicle on Greenfield for a traffic violation. The driver was operating on a suspended license. The driver was arrested without incident.
- Natural gas leak on Lahser.
- Medical on S. Waltham.
- Officers stopped a vehicle on 13 Mile Rd. for a traffic violation. The driver was operating on a suspended license. The driver was arrested without incident.
- Alarm on Chelton.
- Fraud on Lost Hollow.
- Officers responded to a traffic accident on 14 Mile. One driver was operating on a suspended license. The driver was arrested without incident.
- Medical on Village Pines.
- Medical on Embassy.
- Citizen Assist on Walmer.
- Medical on Corsaut.
- Medical on Pebblestone Ct.
- Officers stopped a vehicle on Southfield for a traffic violation. The driver was operating on a suspended license and had warrants for his arrest. Narcotic paraphernalia was recovered and fraudulent credit cards. The driver was arrested without incident.
- Civil Dispute n Huntley Sq. N.
- Alarm on Locherbie.
- Traffic Accident on Kirkshire.
- Alarm on Robinhood.
- Officers stopped a vehicle on 13 Mile Rd. for a traffic violation. The driver was suspected of operating while intoxicated. The driver was arrested without incident.
- Family Trouble on Riverside.
- Fraud on N. Nottingham.
- Suspicious Persons on N. Nottingham.
- Parking complaint on Nottingham.

- Beverly Hills Police took custody of an individual picked up by a bail bondsman. The individual was arrested on a Beverly Hills Warrant and arraigned without incident.
- Welfare Check on Bellvine.
- Found Property on Chelton.
- Hang Up 911 on Eastlady.
- Officers stopped a vehicle on Southfield for a traffic violation. The driver was operating on a suspended license. The driver was arrested without incident.
- Suspicious Persons on Kirkshire.
- Fire Alarm on Devonshire.
- Officers stopped a vehicle on Lahser for a traffic violation. The driver was operating on a suspended license. The driver was arrested without incident.
- Animal complaint on E. Rutland.
- Lift Assist on Walmer.
- Welfare Check on Buckingham.
- Medical on Riverside.
- Officers stopped a vehicle on Beverly for a traffic violation. The driver was suspected of operating while intoxicated. The driver was arrested without incident.
- 2 Suspicious Person complaints on Huntley Sq. E.
- Suspicious Persons on Madoline.
- Suspicious Circumstance on Madoline.
- Medical on Madoline.
- Medical on Dunblaine
- Animal complaint on Riverside.
- Officers stopped a vehicle on 13 Mile for a traffic violation. The driver was operating on a suspended license. The driver was arrested without incident.
- Citizen Assist on Arlington.
- Citizen Assist on Buckingham.
- Animal complaint on Buckingham.
- Alarm Bedford.
- Hang Up 911 Eastlady.
- Officers stopped a vehicle on Lahser for a traffic violation. The driver was operating on a suspended license. The driver was arrested without incident.
- Officers stopped a vehicle on 13 Mile for a traffic violation. The driver was operating without a license. The driver was arrested without incident.
- Odor Investigation on Kirkshire.
- Vehicle Lockout on Foxboro Way.



- Officers stopped a vehicle on Southfield for a traffic violation. The driver was operating on a suspended license. The driver was arrested without incident.
- Medical on Madoline.
- Medical on McKenzie Ct.
- Hang Up 911 on Eastlady.
- Assist Birmingham Police with a suspicious vehicle on Saxon
- Assist Birmingham Police with a suspicious person on Old Woodward
- Fire Alarm on Smallwood.
- Alarm on Embassy.
- Alarm on Robinhood.
- Alarm on Village Pines.
- Officers stopped a vehicle on 13 Mile for a traffic violation. The driver was operating on a suspended license. The driver was arrested without incident.
- Larceny on Huntley Sq. E.
- Vehicle Lockout on Old Pond.
- Lost Property on Birwood.
- Carbon Monoxide Alarm on Bellvine.
- Accident on Birwood.
- Officers stopped a vehicle on 13 Mile for a traffic violation. The driver was operating on a suspended license. The driver was arrested without incident.
- Medical on Sylvan.
- Officers stopped a vehicle on Southfield for a traffic violation. The driver was operating on a suspended license and in possession of controlled substances without a prescription. The driver was arrested without incident.
- Traffic Accident on Saxon.
- Suspicious Vehicle on Normandale.
- Officers stopped a vehicle on 14 Mile for a traffic violation. The driver was operating on a suspended license and had a warrant for his arrest. The driver was arrested without incident.
- Medical on Valley Oaks.
- Medical on Birwood.
- Alarm on Saxon.
- Odor Investigation on Madoline.
- Officers stopped a vehicle on Southfield for a traffic violation. The driver was operating on a suspended license. The driver was arrested without incident.
- Welfare Check on E. Lincolnshire.
- Officers stopped a vehicle on 13 Mile for a traffic violation. The driver was operating on an expired license and had warrants for his arrest. The arrest was conducted without incident.
- Animal complaint on Eastlady.

- Suspicious Persons on Camelot.
- Wires Down on Kirkshire.
- Wires Down on Beverly.
- Citizen Assist on Kennoway.
- Alarm on E. Lincolnshire.
- Officers stopped a vehicle on Locherbie for a traffic violation. The driver was operating on a suspended license. The driver was arrested without incident.
- Alarm on Kirkshire.
- Assist CPS on E. Lincolnshire.
- Officers stopped a vehicle on 13 Mile for a traffic violation. The driver was operating on a suspended license. The driver was arrested without incident.
- Fraud on Marguerite.
- Alarm on Amherst.
- Suspicious Circumstance on Chelton.
- Officers stopped a vehicle on Lahser for a traffic violation. The driver had a warrant for his arrest. The driver was arrested without incident and released to the holding agency.
- Traffic Investigation on Lahser.
- Down Wires on Birwood.
- Medical on Nixon.
- Suspicious Persons on Huntley Sq. W.
- Officers stopped a vehicle on Southfield for a traffic violation. The driver was operating on a suspended license. The driver was arrested without incident.
- Officers stopped a vehicle on Lahser for a traffic violation. The driver was operating without a license and had a warrant for his arrest. The driver was arrested without incident.

## **INVESTIGATION**

- CFS Closed and Reviewed 238.
- Reviewed 35 case reports for a disposition.
- Followed up and reviewed cases; of which 27 were closed and 8 remain open.
- 08 Cases were assigned.
- 08 Reports written on current cases.
- 26 Current active investigations.
- 11 Current pending investigations.
- Followed up on TJ Maxx Retail Fraud.
- UDAA/Huntley, followed up on recovered vehicle.
- LIB/Beverly Hills Club, followed up with Somerset Collection.
- B/E followed up.
- Returned found property to owner.

- Cell Phone Search Warrant.
- In Custody arraignment Possession of Controlled Substances.
- SLO Fire Safety talks Greenfield, Beverly, OLQM schools.
- American CME video training.
- CREST live burn training.
- The stolen 2006 Jeep out of Huntley Square apts. has been recovered with suspect identified, pending investigations.

## **FIRE PREVENTION**

- 81 Fire/EMS Reports reviewed.
- 29 Fire Inspections Completed.
- 1 Site Plan Review Completed.
- 1 C/E Sponsorship curriculum updated.
- 9 C/E Sponsorship Courses Administrated.
- 13 SMOKE Fire Training Courses submitted and approved.
- \$46,045.00 in Fireworks Training Funding applied for and granted.
- Road Patrol Supervisor coverage.
- Upload Quarterly Medical Control Authority EQUIP Report.
- Attended and graduated School of Fire Staff and Command.
- NFIRS data uploaded to FEMA
- Submitted Letter of Compliance to Medical Control Hospital.
- Attended Michigan Fire Fighters Training Council Meeting.
- 2 Eight-hour courses of Live Fire training completed at the Combined Regional Emergency Services Training Center (CREST) at OCC with Automatic Aid partners Berkley and Huntington Woods.
- Halloween Hoot detail.
- Disposed of expired Epi-Pen's.

From: Sheila McCarthy, Finance Director  
Subject: Cash and Investment Summary as of 9/30/2019  
Revenue and Expenditure Report for the 3 months ended 9/30/2019  
Date: October 30, 2019

Presented is the *Cash and Investment Summary* which includes all cash accounts and CD's as of September 30, 2019 for all funds.

Also presented is the *Revenue and Expenditure Report* which includes revenue and expenditures for the General Fund, Major Road Fund, Local Street Fund, Public Safety Department, Library Fund and Water/Sewer Operation Fund for the 3 months ended September 30, 2019. The *Revenue and Expenditure Report* does not include prepaid and accrual adjustments that are reflected in the year end audited financial statements. Actual compared to budget financial results are monitored and budget amendments presented for approval as necessary.

FROM 07/01/2019 TO 09/30/2019

FUND: 101 202 203 205 265 268 285 290 295 301 392 393 401 402 404 408 592 593 701 703 732 806 814 815 900 901  
 CASH AND INVESTMENT ACCOUNTS

Fund	Description	Beginning Balance 07/01/2019	Total Debits	Total Credits	Ending Balance 09/30/2019
101	GENERAL FUND	2,247,438.31	2,424,480.66	1,173,548.11	3,498,370.86
202	MAJOR ROAD FUND	280,994.98	324,893.32	364,985.70	240,902.60
203	LOCAL STREET FUND	579,671.28	609,604.31	173,731.86	1,015,543.73
205	PUBLIC SAFETY DEPARTMENT	780,806.23	5,425,116.32	1,349,694.62	4,856,227.93
265	DRUG LAW ENFORCEMENT FUND	52,518.27	0.00	0.00	52,518.27
268	LIBRARY	10,959.85	483,010.65	0.00	493,970.50
285	RETIREE HEALTH CARE FUND	239,716.04	6,108.73	6,055.08	239,769.69
290	VACATION RESERVE FUND	87,121.90	24,486.86	3,034.12	108,574.64
295	SICK PAY FUND	173,053.32	10,973.05	2,086.76	181,939.61
392	COMBINED SEWER OVERFLOW FUND	18,565.50	104.73	0.00	18,670.23
401	CAPITAL PROJECTS FUND	233,716.14	301,754.65	82,334.16	453,136.63
402	DEDICATED MILLAGE	12.62	0.07	0.00	12.69
408	SPECIAL PARK MILLAGE FUND	6,777.74	38.24	0.00	6,815.98
592	WATER/SEWER OPERATION FUND	0.00	1,195,400.45	1,162,229.02	33,171.43
701	TRUST & AGENCY FUND	306,127.65	468,617.42	580,406.38	194,338.69
703	TAX COLLECTIONS FUND	2,617.53	7,601,473.95	7,604,020.35	71.13
732	PUBLIC SAFETY RETIREMENT FUND	78.97	0.44	0.00	79.41
814	STAFFORD SAD	0.00	9,391.47	37,709.65	(28,318.18)
815	HUMMELL/CORYELL SAD	54,286.43	90.73	0.00	54,377.16
	TOTAL - ALL FUNDS	5,074,462.76	18,885,546.05	12,539,835.81	11,420,173.00

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF BEVERLY HILLS  
 PERIOD ENDING 09/30/2019

GL NUMBER	DESCRIPTION	YTD BALANCE	2019-20
		09/30/2019	ORIGINAL
		NORMAL (ABNORMAL)	BUDGET
<b>Fund 101 - GENERAL FUND</b>			
Net - Dept 000 - FUND REVENUE		2,149,788.80	3,784,532.00
Net - Dept 101 - VILLAGE COUNCIL		(8,633.83)	(30,518.00)
Net - Dept 171 - VILLAGE MANAGER/CLERK		(68,118.74)	(388,232.00)
Net - Dept 215 - VILLAGE FINANCE		(62,828.69)	(278,378.00)
Net - Dept 248 - GENERAL ADMINISTRATION		(127,661.09)	(396,048.00)
Net - Dept 265 - BUILDING & GROUNDS MAINTENANCE		(10,758.67)	(56,144.00)
Net - Dept 371 - BUILDING, PLAN, ZONING DEPT		(87,699.29)	(451,707.00)
Net - Dept 440 - PUBLIC SERVICES		(212,720.69)	(1,027,864.00)
Net - Dept 747 - COMMUNITY ACTION PROGRAMS		(8,148.20)	(119,675.00)
Net - Dept 751 - PARKS & RECREATION		(17,251.19)	(46,975.00)
Net - Dept 900 - CAPITAL EXPENDITURES		0.00	(16,500.00)
Net - Dept 965 - TRANSFER TO OTHER FUNDS		(450,000.00)	(450,000.00)
TOTAL REVENUES		2,149,788.80	3,784,532.00
TOTAL EXPENDITURES		1,053,820.39	3,262,041.00
NET OF REVENUES & EXPENDITURES		1,095,968.41	522,491.00
<b>Fund 202 - MAJOR ROAD FUND</b>			
Net - Dept 000 - FUND REVENUE		132,570.54	757,835.00
Net - Dept 451 - CONSTRUCTION		(50,869.19)	0.00
Net - Dept 463 - ROUTINE MAINTENANCE		(43,784.17)	(150,200.00)
Net - Dept 474 - TRAFFIC SERVICES		(7,611.74)	(68,200.00)
Net - Dept 478 - WINTER MAINTENANCE		0.00	(97,500.00)
Net - Dept 482 - GENERAL ADMINISTRATION & ENG		(153,465.00)	(157,500.00)
Net - Dept 900 - CAPITAL EXPENDITURES		(8,458.00)	0.00
Net - Dept 905 - PRINCIPAL PAYMENTS		0.00	0.00
TOTAL REVENUES		132,570.54	757,835.00
TOTAL EXPENDITURES		264,188.10	473,400.00
NET OF REVENUES & EXPENDITURES		(131,617.56)	284,435.00
<b>Fund 203 - LOCAL STREET FUND</b>			
Net - Dept 000 - FUND REVENUE		516,923.84	822,729.00
Net - Dept 451 - CONSTRUCTION		(6,294.09)	(600,000.00)
Net - Dept 463 - ROUTINE MAINTENANCE		(113,347.62)	(392,500.00)
Net - Dept 474 - TRAFFIC SERVICES		(2,408.20)	(23,600.00)
Net - Dept 478 - WINTER MAINTENANCE		0.00	(50,000.00)
Net - Dept 482 - GENERAL ADMINISTRATION & ENG		(1,385.94)	(3,500.00)
Net - Dept 900 - CAPITAL EXPENDITURES		0.00	0.00

10/30/2019

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF BEVERLY HILLS  
PERIOD ENDING 09/30/2019

GL NUMBER	DESCRIPTION	YTD BALANCE 09/30/2019 NORMAL (ABNORMAL)	2019-20 ORIGINAL BUDGET
<hr/>			
TOTAL REVENUES		516,923.84	822,729.00
TOTAL EXPENDITURES		123,435.85	1,069,600.00
NET OF REVENUES & EXPENDITURES		393,487.99	(246,871.00)
<b>Fund 205 - PUBLIC SAFETY DEPARTMENT</b>			
Net - Dept 000 - FUND REVENUE		5,246,711.25	5,643,163.00
Net - Dept 345 - PUBLIC SAFETY DEPARTMENT		(1,039,920.97)	(4,861,821.00)
Net - Dept 346 - SCHOOL LIAISON OFFICER		(24,802.75)	(134,937.00)
Net - Dept 900 - CAPITAL EXPENDITURES		(150,000.00)	(454,985.00)
TOTAL REVENUES		5,246,711.25	5,643,163.00
TOTAL EXPENDITURES		1,214,723.72	5,451,743.00
NET OF REVENUES & EXPENDITURES		4,031,987.53	191,420.00
<b>Fund 268 - LIBRARY</b>			
Net - Dept 000 - FUND REVENUE		483,010.65	505,321.00
Net - Dept 790 - LIBRARY		0.00	(504,921.00)
TOTAL REVENUES		483,010.65	505,321.00
TOTAL EXPENDITURES		0.00	504,921.00
NET OF REVENUES & EXPENDITURES		483,010.65	400.00
<b>Fund 592 - WATER/SEWER OPERATION FUND</b>			
Net - Dept 000 - FUND REVENUE		346,929.90	5,024,010.00
Net - Dept 536 - DIRECT CHARGES		(561,847.92)	(2,915,529.00)
Net - Dept 537 - CAPITAL OUTLAY		0.00	(3,500.00)
Net - Dept 540 - OFFICE/ADMINISTRATION CHARGES		(55,125.08)	(212,000.00)
Net - Dept 543 - REPAIR & MAINTENANCE		(112,991.26)	(1,138,830.00)
Net - Dept 550 - OTHER EXPENSES		(2,289.86)	(32,600.00)
Net - Dept 559 - DEPRECIATION EXPENSE		(139,750.00)	(560,570.00)
TOTAL REVENUES		346,929.90	5,024,010.00
TOTAL EXPENDITURES		872,004.12	4,863,029.00
NET OF REVENUES & EXPENDITURES		(525,074.22)	160,981.00
TOTAL REVENUES - 101,202,203,205,268,592		8,875,934.98	16,537,590.00
TOTAL EXPENDITURES - 101,202,203,205,268,592		3,528,172.18	15,624,734.00
NET OF REVENUES & EXPENDITURES - 101,202,203,205,268,592		5,347,762.80	912,856.00

# Enforcement List - Inspection Summary

11/01/19

Enforcement Number	Address	Filed	Status	Closed
E190189	19777 BEVERLY RD	10/03/19	Notice Sent	

WE HAVE REC'D COMPLAINTS ON PLAY STRUCTURES LOCATED ON FRONT AREA OF YOUR PROPERTY. THE VILLAGE CODE DOES NOT ALLOW FOR STRUCTURES LCOATED IN FRONT AREA OF PROPERTY. THERE INCLUDE TWO ORANGE SLIDES AND A METAL STRUCTURE ON WHEELS. ALONG WITH CONSTRUCTION TRAILER STORED ON DRIVEWAY PLEASE REMOVE THESE ITEMS FROM PROPERTY.

Inspection Type	Status	Result	Scheduled	Completed	Inspector
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Enforcement Number	Address	Filed	Status	Closed
E190190	30400 E LINCOLNSHIRE ST	10/09/19	Notice Sent	

REMOVE BUSHES FROM FIRE HYDRANT. AREA. CANNOT BLOCK FIRE HYDRANT. PER FIRE CODE.

Inspection Type	Status	Result	Scheduled	Completed	Inspector
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Final	Scheduled	00	10/10/19		Dan Gosselin
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Enforcement Number	Address	Filed	Status	Closed
E190191	31175 DOWNING PL	10/09/19	Notice Sent	

PLEASE REMOVE WORK TRAILER FROM PROPERTY, ONLY RECREATIONAL VEHICLES OR TRAILERS ARE ALLOWED ON PROPERTY. THE VILLAGE HAS ALLOWED THIS TRAILER FOR MONTHS SO YOU COULD COMPLETE YOUR PROJECT. WE CANNOT EXTEND THE TIEM ANY LONGER. REMOVE FROM PROPERTY IN 5 DAYS.

Inspection Type	Status	Result	Scheduled	Completed	Inspector
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Final	Scheduled	00	10/14/19		Dan Gosselin
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Enforcement Number	Address	Filed	Status	Closed
E190192	16961 BIRWOOD AVE	10/14/19	Notice Sent	

PLEASE STOP FEEDING BIRDS, AND REMOVE ALL BIRD FOOD ON GROUND, IN FEEDERS OR IN CANS OR BAGS. IT APPEARS YOU HAVE ANIMAL HOLES ALL ALONG THE WEST SIDE OF YOUR GARAGE. RATS HAVE BEEN SEEN IN A FEW SURROUNDING YARDS.



# Enforcement List - Inspection Summary

11/01/19

Inspection Type	Status	Result	Scheduled	Completed	Inspector
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Enforcement Number	Address	Filed	Status	Closed
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E190193	15509 BIRWOOD AVE	10/22/19	Notice Sent	
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THIS DATE WE REC'D COMPLAINTS ON TALL GRASS FRONT AND REAR PLEASE CUT AND TRIM.

Inspection Type	Status	Result	Scheduled	Completed	Inspector
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Final	Scheduled	00	10/25/19		Dan Gosselin
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Enforcement Number	Address	Filed	Status	Closed
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E190194	31721 VERONA CIR	10/31/19	Notice Sent	
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PLEASE DO NOT PUSH TREE DEBRIS ONTO RIGHT OF WAY ALONG GREENFIELD RD TO STORE LEAF DEBRIS. PLEASE REMOVE AND PLACE INTO BROWN LEAF BAGS. PER CODE

Inspection Type	Status	Result	Scheduled	Completed	Inspector
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Population: All Records

Enforcement.DateFiled Between 10/1/2019 12:00:00 AM AND 11/1/2019 11:59:59 PM



October 15, 2019

Ms. Kristin Rutkowski, Clerk  
Village of Beverly Hills  
18500 W. 13 Mile Road  
Beverly Hills, MI 48025

Re: Xfinity TV Channel Updates

Dear Ms. Rutkowski:

We are committed to keeping you and our customers informed about changes to Xfinity TV services.

Effective December 10, 2019, Comcast will no longer carry Starz Edge, Starz in Black, Starz Comedy, Starz Cinema and Starz Kids & Family. For more information about this change, visit [xfinity.com/StarzChanges](http://xfinity.com/StarzChanges).

Effective December 10, 2019, we're adding Epix to certain packages. Starz will no longer be available with those packages. With Epix and its associated content you'll get unlimited access to hit films, critically acclaimed original series, documentaries and more, uncut and commercial-free. For more information about this change, visit [xfinity.com/EpixChanges](http://xfinity.com/EpixChanges).

Effective December 10, 2019, Comcast will no longer carry RetroPlex, IndiePlex, Encore Classic, Encore Suspense, Encore Family and Encore Español. For more information about this change, visit [xfinity.com/EncoreChanges](http://xfinity.com/EncoreChanges).

Additionally, pursuant to P.A. 480 of 2006, Section 9 (4), Comcast Cable's local operating entity hereby reports that Comcast does not deny access to services to any group of potential residential subscribers because of the race or income of the residents in the local area. A similar report will be filed with the Michigan Public Service Commission.

Please feel free to contact me at 734-359-2308 if you have any questions.

Sincerely,

Kyle V. Mazurek  
Manager of External Affairs  
Comcast, Heartland Region  
41112 Concept Drive  
Plymouth, MI 48170

# **ROAD COMMISSION** for OAKLAND COUNTY

## **PRESS RELEASE PRESS RELEASE**



FOR IMMEDIATE RELEASE: Oct. 29, 2019

Contact: Craig Bryson, Public Information Officer, (248) 645-2000, ext. 2302 (e-mail: [cbryson@rcoc.org](mailto:cbryson@rcoc.org))  
Visit RCOC online at [www.rcocweb.org](http://www.rcocweb.org)

### **CRANBROOK ROAD RESURFACING BETWEEN 14 MILE AND MAPLE ROADS POSTPONED UNTIL 2021 DUE TO OTHER CONFLICTING ROAD PROJECTS IN THE AREA**

**Beverly Hills, MI**— The Road Commission for Oakland County (RCOC), the City of Birmingham and Bloomfield Township have jointly agreed to postpone the resurfacing of Cranbrook Road from 14 Mile Road to Maple Road until 2021.

The project had previously been scheduled to take place in 2020. The project was moved back a year so it would not conflict with three other major road construction projects that will take place in 2020 in close proximity to the Cranbrook project.

In particular, the City of Birmingham will reconstruct Maple Road between Southfield Road and Woodward (M-1) in 2020. Additionally, the City of Royal Oak will be working on 14 Mile Road between Greenfield and Crooks roads in 2020 (this project was originally expected to take place in 2019, but was moved to 2020 when bids came in too high). Finally, the Village of Beverly Hills will reconstruct 13 Mile Road between Southfield and Evergreen roads in 2020.

“The Road Commission, the City of Birmingham and Bloomfield Township realize that three major road projects in close proximity would have caused problems for traffic in the area,” explained RCOC Managing Director Dennis Kolar. “While we are anxious to resurface this section of Cranbrook Road, we have to balance that need with the concerns of motorists in the area. When the project was originally schedule, we were not aware that the 14 Mile project would be moved to 2020.”

-- MORE --

## **CRANBROOK – 2 OF 2**

Birmingham and Bloomfield Township officials agreed. “It’s important that we are addressing our roads that are in need of repair and working collaboratively to avoid unnecessary congestion while all of our respective projects move forward,” stated Birmingham City Manager Joe Valentine. “We are fortunate to have this collaboration among agencies.”

Bloomfield Township Supervisor Leo Savoie concurred. “Although we are anxious to get this portion of Cranbrook completed” he stated, “We are cognizant of the other projects going on at the same time. In the long run, this delay will have the least amount of negative impact to the residents in the area.”

The Cranbrook project involves milling (removing the existing paved surface) followed by the application of three inches of new asphalt. It also includes curb repair, pedestrian improvements and traffic-signal improvements.

The project is expected to cost approximately \$1.5 million. RCOC will cover 50 percent of the cost, with Bloomfield Township and Birmingham each contributing 25 percent. Oakland County general government is expected to contribute to the communities’ portions of the cost through the Tri-Party Program.

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