Village of Beverly Hills Regular Village Council Meeting Tuesday, June 4, 2024 Municipal Building 18500 W. 13 Mile Road 7:30 p.m.

Zoom link: https://us02web.zoom.us/j/83264161567

Meeting ID: 832 6416 1567 Dial in: 1-646-876-9923 (US)

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 May 21, 2024.
- 2. Review and file bills recapped as of Monday, June 3, 2024.

Business Agenda

- 1. Public Hearing to receive comments on PC Case 23-07-07, Special Land Use request at 19400 W. 13 Mile Road, Apostolic Christian Church (Nazarean).
- 2. Review and consider PC Case 23-07-07, Special Land Use request at 19400 W. 13 Mile Road, Apostolic Christian Church (Nazarean).
- 3. Presentation of Cybersecurity Assessment by UHY.
- 4. Review and consider purchase of software applications to enhance the Village of Beverly Hills' cybersecurity capabilities.
- 5. Review and consider approval of Municipal Credit and Community Credit Contract with SMART for FY 2024.
- 6. Review and consider awarding Riverside Bridge Rehabilitation Project to RAM Construction Services.
- 7. Review and consider approval of IT Services Agreement with Oakland County.
- 8. Review and consider approval of Village of Beverly Hills General Investment Policy.
- 9. First announcement of a vacancy on the Zoning Board of Appeals.

Public Comments

This will be a hybrid meeting held in person in the Village Council Chambers with a remote participation option available via Zoom due to the COVID-19 pandemic.

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.

Manager's repo	ort
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Council comments

Adjournment

This will be a hybrid meeting held in person in the Village Council Chambers with a remote participation option available via Zoom due to the COVID-19 pandemic.

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REGULAR COUNCIL MEETING MINUTES - MAY 21, 2024 - PAGE 1

Present: President George; President Pro Tem Hrydziuszko, Members: Abboud,

Drummond, Mooney, and O'Gorman

Absent: Kecskemeti

Also Present: Village Manager, Campbell

Village Clerk/Assistant Manager, Rutkowski

Village Attorney, Ryan

Public Safety Director, Torongeau

ROLL CALL/CALL TO ORDER/PLEDGE OF ALLEGIANCE

President George called the regular Village Council meeting to order at 7:30 p.m. in the Village Council Chambers located at 18500 W. Thirteen Mile Road, Beverly Hills, MI 48025. The Pledge of Allegiance was recited by those in attendance.

AMENDMENTS TO AGENDA/APPROVE AGENDA

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

Motion passed.

COMMUNITY ANNOUNCEMENTS

None.

PUBLIC COMMENTS

None.

CONSENT AGENDA

Motion by Mooney, second by Abboud, be it resolved, the consent agenda is approved.

- 1. Review and consider approval of minutes of a regular Council meeting held May 7, 2024.
- 2. Review and file bills recapped as of Monday, May 20, 2024.
- 3. Review and consider approving change of control of a Metro Act Permit from 123.Net to 123Net Holdings, LLC.
- 4. Review and consider resolution appointing SOCRRA representatives for Fiscal Year 24-25.
- 5. Review and consider resolution appointing SOCWA representatives for Fiscal Year 24-25.
- 6. Review and consider Parks & Recreation Board's recommendation to waive pavilion rental fees for the Groves Flag Football Team on May 22, 2024.

Roll Call Vote:

Motion passed (6-0)

BUSINESS AGENDA

REVIEW AND CONSIDER ADOPTING THE VILLAGE OF BEVERLY HILLS ACH POLICY

Campbell provided an overview. On December 30, 2002, the Governor of the State of Michigan approved Act No 738 of the Public Acts of 2002 authorizing the use of electronic transactions by designated officers of local government entities. The Act determined that it is in the best interest of the local governments to make certain financial transactions by using electronic transactions as described in the Act.

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

REGULAR COUNCIL MEETING MINUTES – MAY 21, 2024 – PAGE 2

The Village of Beverly Hills does allow for payment of invoices via electronic funds transfer (EFTs). This payment method can streamline the accounts payable process and is requested by certain vendors. Vendors are paid in a timely manner.

An Electronic Funds Transfer policy is recommended for municipalities. Village Administration recommends approval of the Resolution to allow Electronic Fund Transfers. Electronic Fund Transfers refers to any electronic payment method, including ACH, Wire Transfers and Point of Sale transactions. EFTs usually process funds via an automated clearing house (ACH) while wire transfers are sent directly between one bank and another. A copy of the policy was provided to Council for review. It was found to be in order by the Village Attorney.

Abboud expressed cybersecurity concerns. Campbell stated that there is at least a two-step verification process when sending and receiving funds electronically.

Motion by Hrydziuszko, second by Abboud:

WHEREAS, on December 30, 2002, the Governor of the State of Michigan approved Act No. 738 of the Public Acts of 2002 authorizing the use electronic transactions by designated officers of the local government; and

WHEREAS, the Council deems that it is in the best interest of the Village of Beverly Hills to make certain financial transactions by using electronic transactions as described in the Act;

NOW, THEREFORE, BE IT RESOLVED, that the policy attached to this resolution as Exhibit A shall govern the use of electronic transactions.

Roll Call Vote: Motion passed (6-0)

SECOND ANNOUCEMENT OF VARIOUS BOARDS/COMMISSION VACANCIES

Campbell made the second announcement of various Board/Commission vacancies. The following is a list of board members whose terms expire on June 30, 2024. All of the members have been notified of their term expiration and asked to submit an application if they are interested in reappointment. Council agreed in November of 2008 to make these vacancies open to the public as well as the currently seated member. Several members have expressed interest in reappointment, while others have not.

All terms are for three years beginning July 1, 2024 and expiring June 30, 2027. All interested and eligible residents of Beverly Hills are encouraged to apply. Descriptions of each Board/Commission can be found on the Village website by selecting "Boards/Commission" under the "Government" tab. The deadline for applications is Monday, June 10, 2024. Applications are available on the Village website or by emailing the Village Clerk at krutkowski@villagebeverlyhills.com. A blank application is also included in this packet.

This constitutes the second announcement of the vacancies with appointments scheduled to take place at the June 18, 2024 regular Village Council meeting.

REGULAR COUNCIL MEETING MINUTES – MAY 21, 2024 – PAGE 3

Mooney commented on the current interview process for appointing Board and Commission members and suggested that it be longer than 15 minutes going forward. He suggested implementing term limits for Board/Commission members of 3 terms or 9 years. He said it is difficult for Council to deny volunteers another term if they are incumbents and have done a good job.

The Council discussed term limits and the interview process for Board and Commission appointments.

O'Gorman said he was open to implementing term limits. He said he thinks the interview process is good as it is and that he calls applicants ahead of time to gather more information.

Hrydziuszko said she is not opposed to making term limits in order to keep a mix of seasoned members and new members. She noted that, especially with the Parks & Recreation Board, if outgoing members would like to continue to be involved in events and projects, that they should be able to on a voluntary basis.

Drummond said that historical knowledge that comes with serving on a Board or Commission is beneficial. He said a 9-year limit seems reasonable, but there should be some sort of continuity on Boards.

Abboud remarked that this is the first time he has seen 4 members of the ZBA not seek reappointment.

George said perhaps the Council give more time from when they ask for applications to when appointments are made. Regarding the interview process, he said Council can usually tell who will be qualified to serve based on their applications. He asked Council members to think about if this is a problem that they would like to help solve and suggested looking at what other municipalities are doing.

PUBLIC COMMENTS

Janice Pinson, Birwood, said she moved from Birmingham to Beverly Hills and likes that there are more trees in Beverly Hills. She said buckthorn was growing through her old fence and she would like a 5' fence installed. She said she would like her family's dog to be safe in the yard. She will be attending the Planning Commission meeting on May 22, 2024.

MANAGER'S REPORT

Memorial Day - The Village Office will be closed on Monday, May 27, 2024. The Village office will reopen on May 28, 2024. Trash collection will be delayed by one day next week.

Memorial Day Parade - 11:00 a.m. - Departs from Groves High School, travels north on Evergreen and then east on Beverly Road
Memorial Day Carnival - 12:00 p.m. - Beverly Park
Memorial Day Ceremony - 1:00 p.m. - Flagpole at Beverly Park

The Village wants to thank all the men and women who gave their lives in service of their country.

Village Wide Garage Sale - The annual Village Wide Garage Sale will be held May 31, June 1, THESE MINUTES ARE NOT OFFICIAL. THEY HAVE NOT BEEN APPROVED BY THE VILLAGE COUNCIL.

REGULAR COUNCIL MEETING MINUTES - MAY 21, 2024 - PAGE 4

and June 2, 2024. Permits are required and are available for \$3 at the Village Office during regular business hours, Monday - Friday. Please check the website before the sale to see a list of participating addresses. This list will be updated regularly. Below is a link to the Village website that will provide updates:

https://www.villagebeverlyhills.com/news_detail_T8_R558.php

New Planning and Zoning Director - Former Planning Director Mark Stec left the Village in March of 2024. The Village posted the open position on the Michigan Municipal League website and on the Village website. The Village received several applications, and the Village has hired Susie Stec. Ms. Stec is the former Community Development Director for the City of Lathrup Village, City of Clawson, and the City of Hamtramck. She has 18 years of experience and a master's in urban planning (MUP) from Wayne State University. The Administration wants to welcome Susie Stec to the Village staff.

Quarterly Reports – Included in the meeting packet were quarterly reports from the Parks and Recreation Department as well as the Planning and Zoning Departments.

Beverly Park 2050 Vision - A public engagement session hosted by the SmithGroup will be held on Monday, June 10, 2024 at 6:30 p.m. at the Beverly Park pavilion to receive input about the Beverly Park 2050 Vision.

Jon Oen – Resident and former Council Member, Jon Oen passed away last Friday. The Village sends condolences to the Oen family. Campbell said that Oen was very welcoming and warm when he first started at Beverly Hills and that he will be missed.

COUNCIL COMMENTS

Drummond echoed Campbell's sentiments about Jon Oen. He said Oen was a great guy, and it will be difficult to fill his shoes. He said he attended Baldwin Public Library's recent meeting and their summer calendar is posted. He encouraged everyone to check out the offerings that the library has.

Abboud stated that SEMCOG will be holding its elections on June 27, 2024. He noted there is a bill in the House that would allow CVTs to determine whether golf carts are allowed on the streets. He said that SMART is working to expand transportation options for veterans and seniors. He thanked the service people who gave their lives. He noted that Next is holding a townhall meeting on May 22, 2024 to discuss the YMCA building. He also noted that Next's golf classic will be held in September. He sent condolences to the Oen family and said that Jon Oen was a lifelong public servant.

Mooney said he was shocked to hear of Jon Oen's death. He said Oen was truly a dedicated public servant. Oen served on the Village Council, Township Board, and Zoning Board of Appeals. He said he admired Mr. Oen a great deal and that he was a remarkable person. Many of the things Oen did went unnoticed. He was a contractor and a charitable guy who brought his tools to help at Beverly Park. He and his wife co-chaired the Halloween Hoot for several years. He said that Jon Oen would walk the walk and help people in the community. He commended the Public Safety Department for their efforts. He was proud to consider Oen his colleague and friend. He sent condolences to the Oen family.

REGULAR COUNCIL MEETING MINUTES – MAY 21, 2024 – PAGE 5

Hrydziuszko echoed Mooney's sentiments. She said Oen always greeted people with a smile. She talked about how Oen personally reached out to her during her first campaign because there was a mistake on her signs. She said he was always looking out for others. She sent her love and condolences to Trish Oen and her family. She reminded everyone that the Village is collecting new personal care items for veterans in need. She said there is a donation box located at the Village Office. She noted that a Disc Golf Open House will be held on June 8, 2024 at Beverly Park. A group will be coming with discs to provide demonstrations and no experience is necessary.

George remarked that Jon Oen was a great guy and he always made the time for people. Oen always had a smile on his face and George always appreciated talking with him. He sent his condolences to the Oen family. He reminded everyone that the Memorial Day Parade, Carnival, and Ceremony will be held on Monday, May 27, 2024. He said volunteers are still welcome to reach out to the committee if they would like to be involved. He said the new sculptures were being installed in the parks. He noted the Sculptures in the Parks program is a three-year rolling program. He congratulated the Groves Girls Flag Football team on their inaugural year and said it was cool that their last game was at Ford Field. He said that communication methods have changed over time and that we need to reevaluate and adapt. He said there is a lot of information on the Village website, in the mailed newsletter, email blasts, and Facebook page. He said there are several avenues in which we try to communicate with the residents. He said that the first Java & Jazz of the season was held on Sunday. He said there was a great turn out at the event and that the Ryan Bills Trio sounded great.

ADJOURNMENT

Motion by Mooney, second by Abboud, to adjourn the meeting at 8:36 p.m.

Motion passed.

John George Council President Kristin Rutkowski Village Clerk



TO PRESIDENT GEORGE & MEMBERS OF THE VILLAGE COUNCIL. THE FOLLOWING IS A LIST OF EXPENDITURES FOR APPROVAL. ACCOUNTS PAYABLE RUN FROM 05/21/2024 THROUGH 06/03/2024.

ACCOUNT TOTALS:

101	GENERAL FUND		\$68,910.80
202	MAJOR ROAD FUND		\$18,279.43
203	LOCAL STREET FUND		\$23,192.79
205	PUBLIC SAFETY DEPARTMENT FUND		\$88,429.34
401	CAPITAL PROJECTS FUND		\$85,361.67
592	WATER/SEWER OPERATION FUND		\$11,505.17
701	TRUST & AGENCY FUND		\$175,000.00
730	RETIREE HEALTH CARE FUND		\$12.00
		TOTAL	\$470,691.20
	MANUAL CHECKS- COMERICA		
	MANUAL CHECKS- INDEPENDENT		\$0.00
	ACCOUNTS PAYABLE		\$470,691.20
		GRAND TOTAL	\$470,691.20

05/31/2024 01:21 PM

CHECK REGISTER FOR VILLAGE OF BEVERLY HILLS Page: 1/1

User: JAY CHECK DATE FROM 05/21/2024 - 06/03/2024

DB: Beverly Hills

Check Date Bank Check Vendor Vendor Name Amount Bank COM COMERICA 06/03/2024 COM 88743 53284 APPLIED INNOVATION 31.31 COM 06/03/2024 88744 59125 APPRIVER, LLC 437.96 88745 06/03/2024 51409 BEVERLY HILLS ACE 28.20 175,000.00 06/03/2024 COM 88746 34063 BIRMINGHAM AREA CABLE BOARD 06/03/2024 COM 88747 49980 C&G PUBLISHING 140.00 507.
59779
59347
51439
COMCAL
04500
COMEAU EQUIL.
60789
CRAIG HINSHAW
60655
DENNIS COOK
51833
DETROIT TIGERS
58748
DEWOLF & ASSOCIATES
60053
DINGES FIRE COMPANY
60053
DINGES FIRE COMPANY
60372
EAGLE LANDSCAPING & SUPPLY
60569
ELI BAYLESS
31830
ENTERPRISE COMPUTER
COMPANY
60206
GREAT AMERICA FINANCIAL SVCS.
GREAT LAKES WATER AUTHORITY
GREAT AMERICA FINANCIAL SVCS.
GREAT LAKES WATER AUTHORITY
4 53583
GUARDIAN
5 49646
GUNNERS METERS & PARTS INC.
66 31202
HOME DEPOT CREDIT SERVICES
67 08500
HUBBELL ROTH & CLARK INC
68 08500
HUBBELL ROTH & CLARK INC
69 59010
HUNT SIGN COMPANY
60750
HURON VALLEY GUNS
771
39070
J.H. HART URBAN FORESTRY
772
60472
JACKSON QUINN
772
60472
JACKSON QUINN
773
50770
JENNIFER RUPRICH
JOHN BANNON
JOHN BANNON
JOHN BANNON
JOHN BANNON
KRISTIN RUTKOWSKI
LANG'S ON-SITE SERVICES
MELLER THOMA
KRISTIN RUTKOWSKI
LANG'S ON-SITE SERVICES 06/03/2024 COM 88748 58959 CADILLAC ASPHALT, LLC 807 80 CAPILLIAC ASPHALT, LLC
CANFIELD EQUIPMENT SERVICE INC
CINTAS CORPORATION #31
COMCAST
COMEAU EQUIPMENT CO INC.
CRAIG HINSHAW
DENNIS COOK 59779 290.00 06/03/2024 COM 88749 06/03/2024 06/03/2024 88750 COM 82.44 COM 88751 43.15 06/03/2024 COM 06/03/2024 COM 88752 37,617.99 88753 1,000.00 06/03/2024 COM 88754 1,000.00 06/03/2024 06/03/2024 COM 88755 100.00 88756 COM 845.00 06/03/2024 COM 88757 15,508.92 06/03/2024 06/03/2024 COM 88758 318.20 COM 384.96 88759 88760 88761 88762 06/03/2024 COM 06/03/2024 COM 06/03/2024 COM 77.23 1,363.00 600.00 06/03/2024 06/03/2024 COM 88763 1.022.84 COM 88764 8,063.96 06/03/2021 COM 88765 1,501.00 06/03/2024 06/03/2024 COM 88766 754.76 100,408.79 88767 COM 06/03/2024 COM 88768 4,411.40 06/03/2024 06/03/2024 COM 88769 1,215.00 COM 88770 604.94 06/03/2024 COM 06/03/2024 COM 06/03/2024 COM 88771 4,735.75 88772 24.00 88773 546.26 06/03/2024 COM 06/03/2024 COM 06/03/2024 COM 88774 1,000.00 88775 568.00 88776 06/03/2024 06/03/2024 COM 88777 43.75 COM 88778 KRISTIN RUTKOWSKI
LANG'S ON-SITE SERVICES
MARK MELENDY
MICHIGAN GRAPHICS & AWARDS
MML WORKERS' COMP FUND
NELSON BROTHERS SEWER &
NYE UNIFORM EAST
OAK ELECTRIC SERVICE
PERFORMANCE CREATIVE RESOURCES INC
PITNEY BOWES BANK PURCHASE POWER
ROAD COMMISSION FOR OAKLAND
ROGER ST. JEAN
RYAN BILLS
S.O.C.R.R.A. 52 80 06/03/2024 COM 88779 302.00 06/03/2024 06/03/2024 COM 88780 250.00 COM 88781 56.00 88782 88783 88784 59322 06/03/2024 COM 61,380.00 06/03/2024 06/03/2024 COM 51182 3,355.00 51799 COM 159.50 06/03/2024 COM 49598 59433 88785 489.00 06/03/2024 COM 88786 250.00 06/03/2024 COM 88787 60713 06/03/2024 06/03/2024 COM 88788 16100 824.59 88789 50466 COM 12.00 60495 06/03/2024 COM 88790 800.00 06/03/2024 06/03/2024 COM 88791 16500 S.O.C.R.R.A. 34,261.00 S.O.C.K.K.A. SOUTHFIELD POSTAL SERVICE 38145 COM 88792 605.35 60926 STAPLES 06/03/2024 COM 06/03/2024 COM 06/03/2024 COM 88793 1,041.42 88794 53226 SWANK MOTION PICTURES, INC. 765.00 61019 88795 THE SHERWIN WILLIAMS CO. 3,155.62 58824 06/03/2024 06/03/2024 06/03/2024 88796 88797 88798 TRACY KECSKEMETT COM 355.00 COM 61015 WANNA COOKIE 420.00 53572 COM WOW! BUSINESS 842.73

COM TOTALS:

Total of 56 Checks: 470,691.20
Less 0 Void Checks: 0.00
Total of 56 Disbursements: 470,691.20



To: Honorable Village President George & Village Council Members

From: Susie Stec, Planning & Zoning Administrator

Date: May 31, 2024

RE: PC Case 23-07-07_Special Land Use Request_19400 W. 13 Mile Road

In July 2023, the Planning Office received an application for consideration of special land use approval for a 1,600 square foot expansion to the existing parking lot at the Apostolic Christian Church (Nazarean) Beverly Hills located at 19400 W. Thirteen Mile Road. The plans also include the removal and replacement of approximately 11,000 square feet of existing parking lot pavement, removal and replacement of four (4) trees, and the addition of one (1) new pole mounted light fixture in the parking lot.

The Planning Commission held a public hearing and considered this application at their August 23, 2023, meeting. Ultimately, a motion was passed to postpone a recommendation to the Village Council to allow the applicant time to revise the plans. Revised plans were subsequently considered at the March 27, 2024, Planning Commission meeting. A motion was passed recommending that Village Council approve the Special Land Use Request. Further, the following items were to be addressed by the applicant prior to final approval:

- Stormwater management plan must be submitted
- Removal of the 6' screening wall requirement in favor of vegetative screening
- Approval from the Public Services, Public Safety, and Engineering Departments
- Landscape varieties be native and non-invasive

The applicant has submitted revised plans reflecting the above required changes and they are pursuing the required departmental approvals.

Action Requested:

Approve PC Case 23-07-07_Special Land Use Request_19400 W. 13 Mile Road for site improvements to the property located at 19400 W. 13 Mile Road.

Attachments:

Revised Site Plans

May 28, 2024

Building and Planning Village of Beverly Hills,MI 19400 13 Mile Rd, Beverly Hills,MI 48025

Ms Stec

Please find attached (3) sets of the revised site plan drawing addressing the Planning Commission's comments related to PC Case 23-07-07—Special Land Use—19400W. Thirteen Mile Road, from their March 27 meeting as outlined in the March 27th meeting minutes.

Per the meeting minutes, we will be submitting in short order for engineering approval including stormwater management.

Perthe meeting minutes, we understand that the council has recommended that the ordinance requirement for a 6' high perimeter screen wall be removed for this proposal in favor of vegetated landscape screening as outlined on the site plan sheet number S1.2.1

Regarding the recommendation by council person Koreman to provide more Michigan native trees in lieu of the originally proposed trees, we have revised the proposed trees to be consistent with those recommended by the Michigan Department of Natural Resources (Recommended treesforcommunity planting (michigan.gov). Revisions have been identified on the revised site plan sheet number \$1.2.1.

Pleasefeel free to call me with any questionsor concerns related to these revised documents.

We would like to request that the drawings be reviewed for special land use approval per the original application.

Thank you very much,

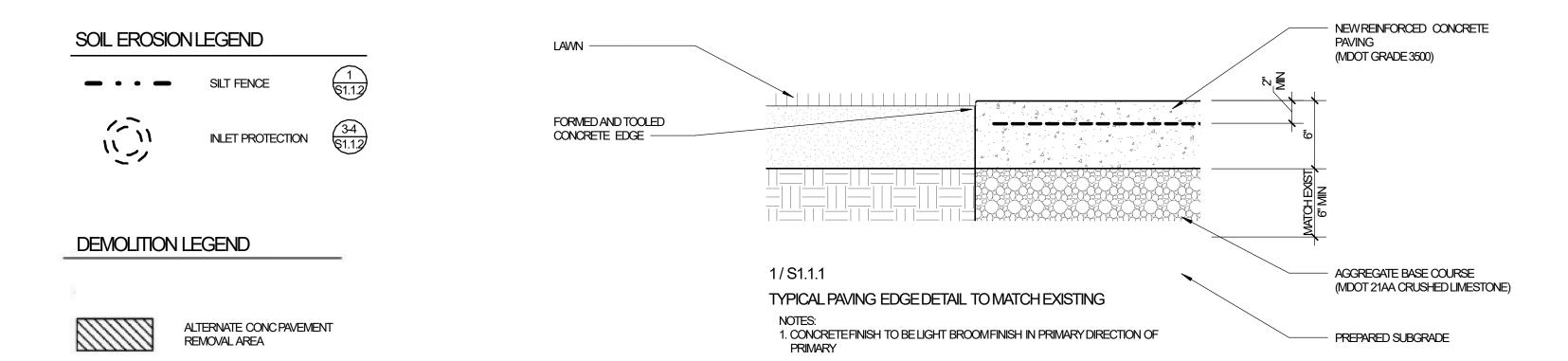
Darin Daguanno, AIA | LEEDBDC

Minister | Apostolic Christian Church Beverly Hills

PLANT SCHEDULE

QTY	ABBREVIATION	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	NOTES/SPACING
CANOF	YTREES	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~			~~~	
6	AR	ACER RUBRUM	RED MAPLE	3" CAL!B	+B	6" MIN BRANCH HT
	EROUS ÉVERORES	**************************************		>->->-	>->->-	
2	PIR	PINUS RESINOSA	REDPINE	8' HT	В+В	FULL TO GROUND/UNSHEARED
3	ABB	ABIES BALSAMEA	BALSAMFIR	8' HT	B+B	FULL TO GROUND/UNSHEARED
SHRUE	Suu					
25	TAX	TAXUS X MEDIA WARDII'	WARD'S YEW	24" SPD	B+B	FULL / UNSHEARED/ 54" OC

NOTES:
ALL NEW LANDSCAPING IS TO BE REGULARLY MAINTAINED AND CONFORM TO THE AMERICAN STANDARD FOR NURSERY STOCK OF THE AMERICAN NURSERYMEN.
ALL DISEASED, DAMAGED, OR DEAD MATERIALS SHALL BE REMOVED AND REPLACED IN ACCORDANCE WITH THE REQUIREMENTS OF THE VILLAGE OF!BEVERLY HILLS
PLANTINGS NOT SPECIFICALLY NOTED ARE EXISTING



BEVERLY HILLS
APOSTOLIC CHRISTIAN
CHURCH
19400 13 Mile Rd

19400 13 Mile Rd Beverly Hills, MI 48025

#31115 2 STORY RESIDENCE #31111 2 STORY RESIDENCE INV. 18", E≠694.32" INV. 18", W=694.32" #31133 2 STORY RESIDENCE EXISTING CATCH BASIN #31153 2 STORY RESIDENCE PROVIDE INLET PROTECTION NV. 15%, E=694.48 CONCRETE NV. 15", W=694.43" RESIDENCE DECK \ BENCHMARK # / LOT 119/ 20' PRIVATE EASEMENT LOT 122 (20) NEWTAX SHRUBS — 12' PRIVATE EASEMENT _ALUMINUM FENCE 3 1/2" REBAR FOR PUBLIC UTILITIES-AS PLATTED _____ INV. 8", N=709 FOUND 1/2" REBAR W/CAP EXISTING TREE TO REMAIN -BLOCKED INV. 8", W=712.64" SCOPE(1a) #(33136) INV. 8", N=710.05" ADD ALTERNATE CONCRETE INV/ 8", S=710.00' REPLACEMENT THIS LOCK PARKING CALCULATIONS - (2) NEWAR TREES -(3) EXISTING POLE (1) SPACE PER (3) SEATS OR (6) FEET OF BENCH IN THE MAIN WORSHIP AREA: (1) NEWPOLEMID MTD LIGHT FIXTURES -255 LF / 6 = APPROX (43) SPACES LIGHT FIXTURE **EXISTING** (45) SPACES NEW (16) SPACES REMOVE EXISTING CONCRETE PROVIDED PAVING AND SUBBASE (59) SPACES PROVIDE NEW CONCRETE PAVING PERDETAILS THIS SHEET LANDSCAPE CALCULATIONS EDGE OF LANDSCAPE INTERIOR LANDSCAPE CALCULATIONS EXISTING PAVING = 25,198 SF NEWPAVING = TOTAL PAVING AREA = 26,804 SF REMOVÉ EXISTING LAWNTHIS AREA -25'-0" 18'-0" 2 NEW EXISTING CHURCH REQUIRED PROVIDE NEW 2' PRIVATE EASEMENT (1) CANOPYTREE / 2,000 SF PAVING: CONCRETEPAVING SPACES FOR PUBLIC UTILITIES— AS PLATTED BUILDING 25,420 SF / 2000 SF = APPROX (14) CANOPYTREES PROVIDED PAVEMENT TO REMAIN AT PERIMETER OF PAVING = 11 IN ISLANDS EXISTING TREE TO - (2) NEW PIR TREES BUFFER LANDSCAPE CALCULATIONS SCOPE (7)
REMOVE EXISTING CONCRETE WALK
AND PORTION OF PATIO AND SUBBASE INV. 8*, N=714.07' RESIDENCE EAST BENCHMARK # NORTH!114 LF PROVIDE NEW CONCRETE WALK PER WEST!87 LF DETAILS THIS SHEET) William (TOTAL PAVING AREA = 353 LF INV. 12", S=7 (2) CANOPYTREES + (4) SHRUBS OR (1) CANOPYTREE + (1) EVERGREENTREE + (4) SHRUBS PER 30 LF OF PERIMETER RIM=717.35′ 353 LF / 30 = APPROX 12 x REQ TREE / SHRUB COUNT CATCH BASIN CANOPYTREES = 24 FF727.88 SHRUBS = 48 RESIDENCE RIM=717.56' INV. 18", E=693.86' 2 STORY 2 STORY 2 STORY #31060 2 STORY 2 STORY RESIDENCE RESIDENCE RESIDENCE _ P.O.C. RESIDENCE #31080 2 STORY INV. 18", W=693.76' RESIDENCE SOUTHWEST CORNER OF SECTION 2, T.1N., R.10E. RESIDENCE RESIDENCE RESIDENCE RESIDENCE LOT 44

REMOVE TREE

REMOVE ALL PAVEMENT

REMOVE/RELOCATE STRUCTURES AS SPECIFIED

FOR GREENBELT & PUBLIC UTILITIES AS

Consultant Four
DISCIPLINE FOUR
Address
City, State, Zip
Phone

Consultant Three
DISCIPLINE THREE
Address
City, State, Zip
Phone

City, State, Zip
Phone

Consultant Two
DISCIPLINE TWO
Address
City, State, Zip
Phone

City, State, Zip
Phone

Consultant One
DISCIPLINE ONE
Address
City, State, Zip
Phone

REV SITE PLAN APPROVAL
REV SITE PLAN APPROVAL
REV SITE PLAN APPROVAL
REV SITE PLAN APPROVAL
12 27 2023

SEALS AND SIGNATURES

ARCHITECTURAL SITE
PLAN!!!OVERALL

PROJECT NUMBER

SHEET NUMBER

2 ARCHITECTURAL SITE PLAN SCALE:11" = 30'-0"



Village of Beverly Hills Security Assessment Results

VBH 2023 Security Assessment







Objective

The purpose of this engagement was to conduct a cybersecurity assessment of Village of Beverly Hills' security program. The main objectives of the assessment are to:

- Gain an understanding of Village of Beverly Hills' cybersecurity risks and controls in the IT environment.
- Evaluate Village of Beverly Hills' ability to identify, protect against, detect, respond to, and recover from cybersecurity threats within the IT environment.
- Provide an evaluation of Village of Beverly Hills's greatest overall cybersecurity risks.
- Provide recommendations for risk mitigation measures and future internal reviews.





Results Overview

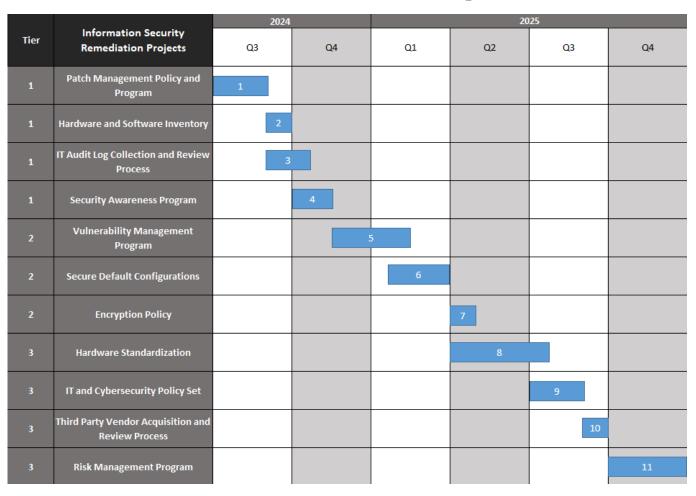
The strength of Village of Beverly Hills' overall cybersecurity program was measured by collecting and analyzing key data and assessing the cybersecurity related activities against the Center for Internet Security v8 Framework.

Our assessment found that the Village of Beverly Hills is aware of their need for increased cybersecurity **and** requires assistance to fully implement a cybersecurity program. We conducted various interviews, email inquiries/communications, document reviews, and vulnerability assessment / penetration testing. UHY identified several recommendations that will help successfully create and implement a cybersecurity program and increase VBH cybersecurity posture.





Recommended Roadmap



Tier 1 – projects that have the highest mitigation impact in the shortest amount of time.

Tier 2 – projects that have a dependency on Tier 1 projects. These projects introduce a cadence of standardization and recognition of deviations from the standard while bolstering preventive controls.

Tier 3 – projects that enhance cybersecurity mature by adding policies, standard operating procedures, and formalizing risk management practices.



Findings and Recommendations

Tier	Recommendation	Village Response
1	Develop and implement a patch management policy and program.	Non-Windows devices will be reviewed for applicable patches monthly.
1	Create and maintain a hardware and software inventory.	Hardware and software inventory tool will be established and reviewed on a quarterly basis.
1	Develop and implement a process to collect and review audit logs for the IT environment.	Investigating solutions for log aggregation.
1	Develop, implement, and maintain a security awareness program for village personnel.	Investigating solutions for conducting and tracking security awareness training.
2	Develop and implement a vulnerability management program to ensure IT risks are tracked and mitigated.	Acquire endpoint management monitoring software to proactively identify devices that need to be patched are updated timely.
2	Develop and maintain a secure default configuration process for key devices (i.e., network devices, servers, workstations).	Acquire endpoint management monitoring software to detect potentially harmful software misconfigurations and address remediation steps.
2	Implement an overall encryption policy to ensure all village devices are encrypted.	Activate MS BitLocker on all assets throughout future device refresh schedules



Findings and Recommendations

Tier	Recommendation	Village Response
3	To assist with maintenance and issue tracking, the village should standardize all hardware in their environment, especially user devices.	Investigating solutions for tracking and maintaining the inventory.
3	Develop and implement an IT and Cybersecurity policy set.	Obtained and tailoring IT and cybersecurity policies to the Village IT environment.
3	Develop, implement, and maintain an acquisition and review process of third-party vendors and service providers to ensure cybersecurity is addressed where necessary.	Investigating solutions for third-party/service provider management.
3	Develop, implement, and maintain a risk management program to inform village personnel of the potential risks and the associated mitigation efforts.	Investigating solutions for the development of Village risk management process and implementation of process for tracking and maintain risk based on the process.

MEMORANDUM

To: Honorable President George and Members of Village Council; Jeff Campbell, Village

Manager

From: Jay Blenkhorn, Deputy Manager

Date: May 30, 2024

Re: Cyber Security Assessment Update

In April of 2023, Village Council approved a bid by UHY Consulting, Inc. to conduct a cyber security assessment for the Village to determine our general cyber security posture, risk level, and possible ways of improving our overall security. UHY began conducting the assessment that summer, which included multiple staff interviews, reviews of policies and procedures, as well as external and remote internal penetration testing at both Village Hall and the Public Safety Department.

The Village's overall assessment has been positive. The testing did identify some vulnerabilities within our networks, most of which have already been actively resolved by our IT provider, Robert Ferkel of Enterprise Computer Solutions, Inc. There are further steps required to get the Village at an increased security posture. UHY has provided Administration with a tiered list of recommendations to improve our security and Administration has consulted with our IT provider to form solutions that would address UHY's recommendations. These solutions include additional software, establishing a hardware refresh schedule, implementing cyber security training for staff, and implementing additional cyber security policies.

The estimated cost of these solutions is \$17,310. For a more detailed breakdown, please refer to the cost estimate enclosed. Funding is available in the 2024-2025 budget in account 101-248-948.06 (\$10,000) and account 205-345-948.06 (\$10,000), totaling \$20,000.

Norman Comstock, Managing Director at UHY, will be providing Council with an overview of the assessment results. A copy of that presentation is also included in this packet. Administration would like to thank Robert Ferkel for all of his hard work during this assessment. The process has left us pleased with the IT services we have been receiving.

Suggested Resolution

The Beverly Hills Village Council authorizes Administration to procure the proposed software, hardware, and training as outlined in the enclosed cost estimate for the purpose of improving our cyber security posture, not to exceed \$20,000. Funding is available in the General Fund and the Public Safety Fund.

Pro	oposed Solution	Annual Increased Cost	Addresses UHY Recommendation #
1 Add	d New Software for Patch Management, Vulnerability Assessment, and Inventory Controls		#1, #2, #5
	Additional software installed on Administration computers. Additional \$6/ mo per computer	\$2,160.00	
	Additional authors installed an Openius at Village Hell. Additional & OF/manayanaya	\$150.00	
	Additional software installed on 2 servers at Village Hall. Additional \$6.25/ mo per server Upgrading to next generation antivirus and adding additional software on Public Safety Computers.	\$150.00	
	Additional \$8.80/ mo per computer	\$2,112.00	
	· · · · · · · · · · · · · · · · · · ·	Ψ2,112.00	
ا	Ipgrading to next generation antivirus and adding additional software installed on 2 servers at Public	фEQQ QQ	
	Safety. Additional \$21.80/ mo per server Total:	\$523.20 \$4,945.20	
	IUIAL	φ 4 ,943.20	
2 Im	plement Security Awareness Training		#4
	Training for Administration Staff	\$800.00	
	Training for Public Safety Staff	\$675.00	
	Total:	\$1,475.00	
		, , , , , , , , , , , , , , , , , , , ,	
3 Co	llect and Review Audit Logs		#3
	Install License Manage Engine and Audit Plus for Servers/Domain Controllers - Admin Server	\$1,200.00	
	Install License Manage Engine and Audit Plus for Servers/Domain Controllers - Public Safety Server	\$1,200.00	
	Total:	\$2,400.00	
4 Im	plement 5-Year Refresh Schedule for Hardware		#2, #6, #7, #8
	Administration Computer Refresh	\$5,094.00	
	Public Safety Computer Refresh	\$3,396.00	**************************************
Fet	tablish a 6-year refresh schedule for Public Safety & Administration servers*		*note: these will be brought before council seperately, as the servers are to be replaced.
LSt	Total:	\$8,490.00	seperately, as the servers are to be reptaced.
5 Cre	eate an IT Cyber Security Policy Set & Encrypt All Data		#7, #9
	ministration has consulted with our IT provider regarding encryption. This can be done with no ditional cost, once all hardware is able to utilize the most recent microsoft software		
set	eate IT Cyber Security Policy Set. Administration has recently received the following sample policy ts from UHY, which are going to be reviewed for implementation: acceptable use policy, password licy, security awareness policy		
	TOTAL ALL:	\$17 210 20	
	IOIAL ALL:	\$17,310.20	



To: Honorable President George; Village Council Members

From: Jeff Campbell, Village Manager

Re: Municipal Credits and Community Credits Contract with Suburban Mobility Authority

for Regional Transportation (SMART)

Date: May 31, 2024

The Village of Beverly Hills is eligible to receive Municipal Credits and Community Credits from the Suburban Mobility Authority for Regional Transportation (SMART) for transportation services for our residents. NEXT is the subcontractor that provides direct services to the residents. The Village is eligible to receive \$9,909.00 in Municipal Credits and \$17,965.00 in Community Credits for Fiscal Year 2024. The funds from SMART are paid directly to the subcontractor. A copy of the agreement is attached. The Village Attorney reviewed the Agreement and did not identify any issues.

Suggested Resolution

Be it resolved, the Beverly Hills Village Council hereby authorizes Village Administration to execute a contract with the Suburban Mobility Authority for Regional Transport (SMART) for Municipal Credits in the amount of \$9,909.00 and Community Credits in the amount of \$17,965.00.

MUNICIPAL CREDIT and COMMUNITY CREDIT CONTRACT FOR FY2024

l,	, as the of Bev	rerly Hills (hereinafter, the "Community") hereby apply to SMART
and a	agree to the terms and conditions herein, for th	ne receipt and expenditure of Municipal Credits available for the
perio	d July 1, 2023 through June 30, 2024 (Section 1	1 below), and Community Credits available for the period July 1,
2023	to June 30, 2024 (Section 2 below); and furt	ther agree that the Municipal and Community Credits Master
Agre	ement between the parties is incorporated here	in by reference. A description of the service the Community shall
provi	de hereunder is set forth in Exhibit A, and the o	operating budget for that service is set forth in Exhibit B, both of
whicl	h are attached hereto and incorporated herein.	
1.	The Community agrees to use \$9,909.00 in	Municipal Credit funds as follows:
1.	The Community agrees to use \$9,909.00 ii	Tividilicipal credit futius as follows.
(a)	Transfer to	Funding of: \$
	TRANSFEREE COMMUNITY	
(b)	Van/Bus Operations	At the cost of: \$
` ,		·
	(Including Charter and Taxi services)	
(c)	Services Purchased from SMART	At the cost of: \$
	(Including Tickets, Shuttle Services/Dial-a-Rid	(a)
	(meraaming merces) emacric eer vices, enar a ma	
(d)	Services Purchased from Subcontractor	At the cost of: \$9,909.00
	Next	
	(See attached Subcontractor Service Agreement)	

Total \$9,909.00

SMART intends to provide Municipal Credit funds under this contract to the extent funds for the program are made available to it by the Michigan Legislature pursuant to Michigan Public Act 51 of 1951. Municipal Credit funds made available to SMART through legislative appropriation are based on the State's approved budget. In the event that revenue actually received is insufficient to support the Legislature's appropriation, it will result in an equivalent reduction in funding provided to the Community pursuant to this Contract. In such event, SMART reserves the right, without notice, to reduce the payment of Municipal Credit funds by the amount of any reduction by the legislature to SMART. All Municipal Credit funding must be spent by June 30, 2026; all funds not spent by that date will revert

back to SMART pursuant to Michigan Public Act 51 of 1951, for expenditure consistent with Michigan law and SMART policy.

2.	The Community agrees to use \$17,965.00 in C	ommunity Credit funds available as follows:
(a)	Transfer to	Funding of: \$
(b)	Van/Bus Operations (Including Charter and Taxi services)	At the cost of: \$
(c)	Services Purchased from SMART (Including Tickets, Shuttle Services/Dial-a-Ride)	At the cost of: \$
(d)	Capital Purchases	At the cost of: \$
(e)	Services Purchased from Subcontractor Next (See attached Subcontractor Service Agreement)	At the cost of: \$17,965.00
		Total \$1 7,965.00

To the extent that this Contract calls for a payment of funds directly from SMART to a subcontractor, Community hereby acknowledges that it is the party entitled to receive such funds and is affirmatively authorizing and directing SMART to pay such funds directly to the subcontractor on its behalf. Capital purchases permitted with Community Credits are subject to applicable state and federal regulations, and SMART policy, including procurement guidelines. When advantageous, SMART may make procurements directly. Reimbursement for purchases made by Community requires submission of proper documentation to support the purchase (i.e. purchase orders, receiving reports, invoices, etc.). Community Credit dollars available in FY 2024, may be required to serve local employer transportation needs per the coordination requirements set forth in the aforementioned Master Agreement. All Community Credit funds must be spent by June 30, 2027; any funds not spent by that date may revert back to SMART for expenditure consistent with SMART policy.

The Parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. The Parties agree that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility. Without limitation, "electronic signature"

SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION	BEVERLY HILLS
Signature	Signature
Printed Name	Printed Name
Title	Title

Date

shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf)

of an original signature.

Date

This Agreement shall be binding once signed by both parties.

EXHIBIT A

PROJECT DESCRIPTION

Overall Project Description (Provide a descriptive narrative):	
Service Area (Provide geographic boundaries):	
Service Times (Provide days and hours of service):	
Eligible User Groups (Users eligible to use the service):	
Fare Structure: (Cost to use service)	
Service Mode (Describe the amount and type of vehicles available, and whethe equipped):	r they are wheelchair lift-

EXHIBIT B

PROJECT OPERATING BUDGET

Municipality: Beverly Hills

Contract Period: July 1, 2023 through June 30, 2024

Account Number:

OPERATING EXPENSES:	
Administrative Fee: (All employees other than drivers and dispatchers)	
(10% max. of MC & CC funds)	
Driver Wages	
Fringe Benefits	
Gasoline & Lubricants	
Vehicle Insurance	
Parts, Maintenance Supplies	
Mechanic Wages	
Fringe Benefits	
Dispatch Wages	
Other (Specify)	
Sub-Total (Operating Expenses)	
	_
PURCHASED SERVICE:	
Taxi Service	
Charter Service	
SMART Bus Tickets	
SMART Shuttle Service	
SMART Dial-A-Ride	
Other (Specify)	

Sub-Total (Purchased Service)	
CAPITAL EQUIPMENT:	
(Only list purchases to be made with Community Credits)	
Computer Equipment	
Software	
Vehicle	
Maintenance Equipment	
Other (Specify)	
Sub-Total (Capital Equipment)	
	-
TOTAL EXPENSES Operating Expenses, Purchased Service, and Capital Equipment:	

EXHIBIT B, continued (Page 2)

REVENUES:

Municipal Credit Funds	\$9,909.00	
Community Credit Funds	\$17,965.00	<u>.</u>
Specialized Services Funds		
General Funds		
Farebox Revenue		
In-Kind Service		
Special Fares (Contracted Service)		
Other (Specify)		
TOTAL REVENUE:		

(Note: TOTAL EXPENSES must equal TOTAL REVENUE)

Suburban Mobility Authority for Regional Transportation

EEO COMPLIANCE REPORT A

COMMUNITY PARTNERSHIP FORM

Agency/Community Information								
Program Type: Community Partnership Program	n (CPP) Specialized Service New Freedom Ja	ARC □ 5310 □						
Name of Agangy/Community								
Name of Agency/Community:								
Address:								
City:	State:	Zip:						
,		•						
	Agency/Community Data							
	•							

1) Has your agency/community	completed in excess of \$1,0	00,000 in				
DOT federally-funded contra	acts from SMART in the past y	year?	Yes □ No □			
2) Does your agency/communi	ty employ over fifty (50) tran	sit related employees?	Yes □ No □			
If the answers to the previous	two questions were both "Ye	s", Please forward				
your agency's/community's Af	firmative Action plan to the a	ddress below:				
D 110 111						
Buhl Building						
535 Griswold Street, Suite 600						
Detroit, MI 48226						
Attn: EEO Coordinator						
Have all subcontractors been in	nformed of their responsibilit	y to file an EEO Complian	ce Report A form? Yes□No□N/A □			
	Drug and Alcohol Testi	ing Program Requiremen	ts			
Does your agency/community	have a DOT Drug and Alcohol	testing program for				
Safety-sensitive employees? (v	ehicle operators, dispatchers, mech	anics and armed security)	Yes □ No □			
Name of drug and alcohol testi	ng manager?	Tit	e:			
Phone Number:	Ext:	Email:				
Please Proceed to Employment Data Section on Back						

Suburban Mobility Authority for Regional Transportation

EEO COMPLIANCE REPORT A

COMMUNITY PARTNERSHIP FORM

Employment Data											
Report <u>ONLY</u> employees directly involved in the operation of your non-emergency transportation program. Including permanent, temporary, or part-time employees. Enter the appropriate figures in the spaces below relating to each employee's race and gender.											
on	Race Race										
Total Minority											
Job Classification		White	African American	Hispanic	ic Asian Pacific Islander		American Indian	Multi Race			

	Employees	Male	Female	Minority	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials/Managers																		
Professionals																		
Technicians																		
Office and Clerical Staff																		
Craftsmen (Skilled)																		
Operators (Semi- Skilled)																		
Laborers (Unskilled)																		
Service Workers																		
Journey Workers																		
Apprentices																		
Total																		
							Cert	ificati	on									
How was this info	How was this information obtained? Visual Survey: Yes □ No □ Employment Records: Yes □ No □																	
Name of Authoriz	Name of Authorizing Official (Print): Title:																	
Signature:	Signature: Date:																	
Contact person fo	r repo	ort:										Title	:					
Telephone:	Telephone: Ext: Email:																	



To: Honorable President George; Village Council Members

From: Jeffrey Campbell, Village Manager

Re: Review and Consider Awarding the Riverside Bridge Rehabilitation Contract to RAM

Construction Services

Date: May 31, 2024

The Village of Beverly Hills Council approved a proposal from HRC, the Village Engineer, to perform rehabilitation work on the Riverside Bridge on January 16, 2024. The Village went out to bid for these services with the bids closing on April 16, 2024. The Village received sealed bids from three reputable companies to perform the rehabilitation work on the Riverside Bridge. Attached for your review is a recommendation from HRC along with a corresponding bid sheet. The lowest bid was submitted by RAM Construction Services in the amount of \$173,597.00. Based on HRC's recommendation and the fact that RAM submitted the lowest bid, the Administration is recommending that Council award the contract for the Riverside Bridge Rehabilitation Project to RAM Construction services in the amount of \$173,597.00.

Suggested Resolution:

Be it resolved, the Beverly Hills Village Council awards the contract for the Riverside Rehabilitation Project to RAM Construction Services in the amount of \$173,597.00. Funds for this project are available in account #202-900-988.75.

555 Hulet Drive Bloomfield Hills, MI 48302-0360

HRC Job No. 20230111

248-454-6300

www.hrcengr.com



May 31, 2024

Village of Beverly Hills 18500 W. 13 Mile Rd. Beverly Hills, MI 48025

Attention: Mr. Jeffrey Campbell, Village Manager

Re: Riverside Bridge Deck Rehabilitation Project

Bid Results & Recommendation of Award

Dear Mr. Campbell,

Hubbell, Roth & Clark, Inc (HRC) has reviewed the bids received on April 16, 2024, for the subject project. There were three (3) bids received and publicly opened and read with the lowest responsive bid submitted by RAM Construction Services of Michigan, Inc.. (RAM) of Livonia, Michigan with an as-read bid of \$173,597.00. Copies of the Bid Tab are enclosed for your reference and distribution.

The low bid submitted by RAM on this project was significantly below the other two (2) bidders (\$450,027.25 and \$517,598.26) and below the Engineer's Estimate of construction costs (\$412,000.00). In addition, RAM met only three (3) of the five (5) Michigan Department of Transportation (MDOT) pre-qualifications for bridge repair work that were requested of the bidders. HRC contacted RAM to discuss these anomalies in their bid. RAM indicated that they were comfortable with the price they quoted and are confident that they would be able to complete the entire scope of work of the subject project within the schedule and budget they provided. RAM also noted that their applications for the two pre-qualifications that they don't currently hold, that were requested in the Contract Documents, are currently under review at MDOT (and to verify, their submittal information for those pre-qualifications were provided to HRC). Also, RAM provided a list of previous project experience for bridge deck rehabilitation work throughout the Midwest and current bridge deck rehabilitation projects under contract. HRC contacted a number of the provided references for bridge deck repair work and other similar type concrete structure repair work and received positive feedback of RAM's performance and professionalism.

Beyond lacking the two requested MDOT pre-qualifications as mentioned above, RAM has satisfied the requirements of the specifications and has submitted all of the necessary information in order for the bid proposal to be considered complete and responsive. Therefore, we recommend award of the Riverside Bridge Deck Rehabilitation Project construction contract to RAM Construction Services of Michigan, Inc. at the total amount of \$173,597.00 subject to the Contractor supplying the requisite bonds and insurance certificates. The project is scheduled to start in the beginning of July 2024 and progress through the end of August.

If you have any questions or require any additional information, please contact the undersigned.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.

Bradley Shepler, P.E. Senior Associate

Attachment

pc: Village of Beverly Hills; Neil Johnston

HRC; D. Mitchell, J. Nagle, File

Bloomfield Hills Delhi Township Detroit Grand Rapids Howell Jackson Kalamazoo Traverse City Troy

\$450,027.25

On	RLAND COUNTT, MICHIGAN			L	of Michigan, Inc. 3800 Eckles Road Livonia, MI 48150 de: (734) 464-3800	C. A. Hull, Co., Inc. 8177 Goldie Street Commerce Twp., MI 48390 Phone: (248) 363-3813		Z Contractors, Inc. 50500 Design Lane Shelby Twp., MI 48315 Phone: (586) 625-8899		
	Item	Quantity	Unit	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	
1.	Mobilization, Max 10%	1	LS	\$12,000.00	\$12,000.00	\$30,000.00	\$30,000.00	\$40,000.00	\$40,000.00	
2.	Color Audio-Video Route Survey	1	LS	\$1,400.00	\$1,400.00	\$1,100.00	\$1,100.00	\$5,000.00	\$5,000.00	
3.	Bridge Sidewalk Repair	535	SF	\$60.00	\$32,100.00	\$75.00	\$40,125.00	\$165.00	\$88,275.00	
4.	Bridge Deck Repair	200	SF	\$50.00	\$10,000.00	\$40.00	\$8,000.00	\$125.00	\$25,000.00	
5.	Pressure Injection	85	FT	\$100.00	\$8,500.00	\$90.75	\$7,713.75	\$90.75	\$7,713.75	
6.	Water Repellent Treatment, Penetrating	277	SYD	\$30.00	\$8,310.00	\$34.75	\$9,625.75	\$34.75	\$9,625.75	
7.	Railing Repair, Type A	12	CFT	\$250.00	\$3,000.00	\$750.00	\$9,000.00	\$1,800.00	\$21,600.00	
8.	Railing Repair, Type B	3	CFT	\$650.00	\$1,950.00	\$750.00	\$2,250.00	\$2,125.00	\$6,375.00	
9.	Grout Pocket Repair	4	EA	\$500.00	\$2,000.00	\$1,000.00	\$4,000.00	\$2,350.00	\$9,400.00	
10.	Curb Replacement	40	FT	\$160.00	\$6,400.00	\$100.00	\$4,000.00	\$195.00	\$7,800.00	
11.	Remove Overhanging Foliage	1	LS	\$1,800.00	\$1,800.00	\$1,500.00	\$1,500.00	\$15,000.00	\$15,000.00	
12.	Reinforcement, Steel, Epoxy Coated	574	LB	\$4.00	\$2,296.00	\$3.00	\$1,722.00	\$7.00	\$4,018.00	
13.	Sandstone Inlay Removal	1	LS	\$11,000.00	\$11,000.00	\$20,000.00	\$20,000.00	\$75,000.00	\$75,000.00	
14.	Penetrating Healer/Sealer, Bridge Deck	283	SYD	\$27.00	\$7,641.00	\$40.25	\$11,390.75	\$40.25	\$11,390.75	
15.	Property Protection Fence	200	FT	\$5.00	\$1,000.00	\$5.00	\$1,000.00	\$7.00	\$1,400.00	
16.	Maintaining Traffic	1	LS	\$12,000.00	\$12,000.00	\$157,000.00	\$157,000.00	\$77,000.00	\$77,000.00	
17.	Soil Erosion and Sedimentation Control	1	LS	\$3,000.00	\$3,000.00	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00	
18.	Allowance for Permit Fees	1	LS	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	
	Subtotal Amount of Base Bid				\$129,397.00		\$314,427.25		\$414,598.25	
AL'	TERNATE BID NO. 1									
1.	Mobilization, Max 10%	1	LS	\$3,000.00	\$3,000.00	\$12,000.00	\$12,000.00	\$0.01	\$0.01	
2.	Railing Inlay	515	SF	\$80.00	\$41,200.00	\$240.00	\$123,600.00	\$200.00	\$103,000.00	
	Subtotal Amount of Alternate Bid				\$44,200.00		\$135,600.00		\$103,000.01	

\$173,597.00

ENGINEER: Bradley Shepler, P.E. Hubbell, Roth & Clark, Inc. 555 Hulet Drive Bloomfield Hills, MI 48303

Total Amount of Bid (Base Bid + Alternate Bid No.1)

\$517,598.26



To: Honorable President George; Village Council Members

From: Jeffrey Campbell, Village Manager

Re: Review and Consider Renewing the Intergovernmental Agreement between Oakland

County and the Village of Beverly Hills for IT Services

Date: May 31, 2024

The Village's five (5) year Intergovernmental Agreement with Oakland County for certain IT services is set to expire and needs to be renewed. 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 and the Village Attorney have reviewed the agreement provided by Oakland County and find that the Agreement does a good and thorough job of memorializing the current state of IT services between the Village and County.

Suggested Resolution

Be it resolved, the Beverly Hills Village Council approves and authorizes 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

This Agreement (the "Agreement") is made between Oakland County, a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and Village of Beverly Hills ("Public Body") 18500 W 13 Mile Road, Beverly Hills, MI 48025. County and Public Body may also be referred to jointly as "Parties".

<u>PURPOSE OF AGREEMENT</u>. 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. **<u>DEFINITIONS</u>**. 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. <u>County</u> 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.

Page 1 of 12

- 1.5. <u>Dav</u> 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. <u>I.T. Services</u> 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. <u>Jury Management System</u> means a subscription based software that facilitates the selection and communication with potential and selected individuals who may serve as jurors.
 - 1.9.5. 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.
 - 1.9.6. **Reserved**

- 1.9.7. <u>Data Center Use & Services</u> means providing space for Public Body's equipment in County's Data Center and access to electrical power and backup power.
- 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. <u>Internet Service</u> 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. <u>CLEMIS</u> 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. **<u>Data Sharing</u>** 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. <u>Pictometry Licensed Products</u> 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. **Reserved**

- 1.10. <u>Service Center</u> 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: Collaborative Asset Management System

Exhibit VI: Reserved

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

Page 3 of 12

I.T. SERVICES - INTERLOCAL AGREEMENT

X Exhibit XII: Data Sharing

X Exhibit XIII: Pictometry Licensed Products

Exhibit XIV: Reserved

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. <u>Access.</u> 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. <u>Auditing</u>. 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	https://sc.oakgov.com

- 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. The County will provide Public Body with access to these terms and conditions. County will provide notice when it becomes aware of changes to the terms and conditions of these agreements that are applicable to Public Body.

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.

Page 5 of 12

- 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.

Page 6 of 12

- 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.

Page 7 of 12

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. <u>ASSURANCES</u>.

- 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

Page 8 of 12

- 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. <u>USE OF CONFIDENTIAL INFORMATION</u>

- 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. <u>LIMITATION OF LIABILITY</u>. 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 Chief Information Officer and Public Body's Agreement Administrator for possible resolution. County's Chief Information Officer 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

Page 9 of 12

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 Chief Information Officer.
- 12. **SUSPENSION OF SERVICES**. County, through its Chief Information Officer, 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 Section11. County shall not incur any penalty, expense or liability if I.T. Services are suspended under this Section.
- 13. <u>**DELEGATION OR ASSIGNMENT**</u>. 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.

Page 10 of 12

- 19. <u>CAPTIONS</u>. 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. <u>FORCE MAJEURE</u>. 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. <u>NOTICES</u>. 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: Chief Information Officer, 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, rtorongeau@beverlyhillspolice.com, 18500 W 13 Mile Road, Beverly Hills, MI 48025, Jefffrey Campbell Village Manager, jcampbell@villagebeverlyhills.com, 18500 W 13 Mile Road, 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.

Page 11 of 12

IN WITNESS WHEREOF, Jeffrey Campbell, Village Manager

County of Oakland

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: Jeffrey Campbell, Village Manager	DATE:
,	
WITNESSED:	DATE:
AGREEMENT	
ADMINISTRATOR:(IF APPLICABLE)	DATE:
IN WITNESS WHEREOF, David T. Woodward, Chairperson Commissioners, hereby acknowledges that he has been author County Board of Commissioners to execute this Agreement of accepts and binds Oakland County to the terms and condition	rized by a resolution of the Oakland on behalf of Oakland County, and hereby
EXECUTED: David T. Woodward, Chairperson Oakland County Board of Commissioners	DATE:
WITNESSED: Oakland County Board of Commissioners	DATE:

EXHIBIT VIII I.T. SERVICES AGREEMENT OAKNET CONNECTIVITY

INTRODUCTION

The I.T. Service described in this Exhibit (OakNet Connectivity) will provide network transport services to government agencies for the purpose of accessing applications and ISP services provided by Oakland County.

1.0 COUNTY RESPONSIBILITIES

- 1.1 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.
- 1.2 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.
- 1.3 County shall provide a single port by which Public Body may connect its internal network to OakNet
- 1.4 County shall use reasonable means to provide the I.T. Service for the transmission of information 24 hours a day, 7 days a week.
- 1.5 County and authorized Vendors shall present identification to Public Body for physical access to the OakNet Connectivity equipment for emergency service and scheduled maintenance.
- 1.6 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.

2.0 PUBLIC BODY RESPONSIBILITIES

- 2.1 Public Body shall provide adequate space and electrical power for the County to place equipment, an equipment cabinet, and cable.
- 2.2 Public Body shall promptly provide County staff and authorized third party with physical access to County equipment for emergency service and scheduled maintenance.
- 2.3 Public Body shall not mount any equipment in the County's equipment cabinet.
- 2.4 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.
- 2.5 Public Body shall configure Public Body workstations and other equipment to operate properly on the internal network, including assignment/configuration of the

EXHIBIT VIII I.T. SERVICES AGREEMENT OAKNET CONNECTIVITY

- local IP addresses, Network Address Translation (NAT), or Domain Name Services (DNS) and as required to access this I.T. Service.
- 2.6 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.
- 2.7 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.
- 2.8 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.

3.0 **SUPPORT**

The I.T. Service will be supported by County's Information Technology (I.T.) Department as described in the Agreement.

4.0 SERVICE AND 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.

5.0 LICENSE USE AND ACCESS

5.1 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

The I.T. Service described in this Exhibit (Internet Services) will provide Internet Service connectivity to government agencies for the purpose of accessing Websites and E-Mail services.

1.0 COUNTY RESPONSIBILITIES

- 1.1 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.
- 1.2 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.
- 1.3 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.

2.0 PUBLIC BODY RESPONSIBILITIES

2.1 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.

3.0 **SUPPORT**

The I.T. Service will be supported by County's Information Technology (I.T.) Department as described in the Agreement.

4.0 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.

5.0 LICENSE USE AND ACCESS

5.1 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.

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. **<u>DEFINITIONS</u>**. 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. <u>CLEMIS</u> 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. <u>CLEMIS Applications</u> 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. <u>CLEMIS Consortium</u> 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. <u>CLEMIS Division</u> is the division in the Oakland County Department of Information Technology responsible for the operation and maintenance of CLEMIS.
 - 1.6. <u>CLEMIS Fee</u> 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. <u>CLEMIS Member</u> means the Public Body that executes this Exhibit and compiles with this Agreement.

I.T. SERVICES AGREEMENT-EXHIBIT X
Approved by CLEMIS Strategic Planning Committee 03/11/21
Approved by CLEMIS Advisory Committee – 4/15/21

- 1.8. <u>CLEMIS Website</u> is the portion of the County's website dedicated to CLEMIS located at <u>www.oakgov.com/clemis</u> or <u>www.clemis.org.</u>
- 1.9. <u>Criminal Justice Information Services ("CJIS") Security Policy</u> 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. <u>Fire Records Management System ("FRMS")</u> 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. <u>Compliance with Laws, Rules, Regulations, and Policies.</u> 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. <u>Compliance with Laws, Rules, Regulations, and Policies.</u> Public Body and Public Body Employees shall comply with the CJIS Security Policy and all applicable laws, rules, and

I.T. SERVICES AGREEMENT-EXHIBIT X
Approved by CLEMIS Strategic Planning Committee 03/11/21
Approved by CLEMIS Advisory Committee – 4/15/21

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 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. <u>Security/Background Checks.</u> 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. **<u>Data Ownership.</u>** All data entered into CLEMIS by Public Body shall be and shall remain the data of Public Body.
- 3.8. <u>Data Accuracy.</u> 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 <u>immediately</u> 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. <u>Data Update/Expungment/Redaction.</u> 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. <u>Access to Public Body Facilities.</u> 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.

I.T. SERVICES AGREEMENT-EXHIBIT X
Approved by CLEMIS Strategic Planning Committee 03/11/21
Approved by CLEMIS Advisory Committee – 4/15/21

- 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.

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. Third Party Requests to County for Public Body Data.
 - 4.2.1. Michigan Freedom of Information Act Requests. County will respond pursuant to applicable law, to Michigan Freedom of Information Act ("FOIA") requests addressed and received by County, Subject to applicable law, if County receives a request for Public Body's data possessed by County, County will provide written notice to the requesting person identifying the Public Body and stating that the requesting person shall submit their request to the Public Body. Public Body shall be responsible for responding to all FOIA requests received by the Public Body.
 - 4.2.2. Other Legal Requests (Excluding FOIA Requests) to County for Public Body Data. County will respond pursuant to applicable law to any subpoena, court order, or other legal request addressed to and received by County for Public Body's data possessed by County. Before responding to said legal request, County will use commercially reasonable efforts to inform Public Body of the request for the purpose of providing Public Body an opportunity to contest the legal request and/or to provide County with information that could impact County's response to the legal request. For the avoidance of doubt, this paragraph 4.2.2. does not apply to FOIA requests, which are governed by paragraph 4.2.1. (above).
 - 4.2.3. Section 4.2 only applies to Public Body's data possessed by County for the purposes of providing services under Exhibit X (CLEMIS) and not to any other exhibit. Additionally, this section 4.2 does not apply to the CLEMIS Crash Purchase Application, which is governed by section 6 (below).

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

I.T. SERVICES AGREEMENT-EXHIBIT X
Approved by CLEMIS Strategic Planning Committee 03/11/21
Approved by CLEMIS Advisory Committee – 4/15/21

- 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. Except as otherwise provided in this Exhibit, the Agreement, or as directed in Addendum A, County will not provide Public Body's 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. County may provide Public Body's data to County contractors and vendors for the purposes of providing services to Public Body, the County, and/or for improving CLEMIS Applications and services.
- 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 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. <u>County not Responsible for Third Party Use of Data.</u> 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.

I.T. SERVICES AGREEMENT-EXHIBIT X
Approved by CLEMIS Strategic Planning Committee 03/11/21
Approved by CLEMIS Advisory Committee – 4/15/21

4.8. <u>Sharing Data with other CLEMIS Members.</u> Public Body acknowledges and agrees that County may share Public Body's data with other CLEMIS members upon the recommendation and counsel of the CLEMIS Advisory Committee.

5. <u>FINANCIAL RESPONSIBILITIES—CLEMIS FEE</u>

- 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. <u>Review of CLEMIS Fee.</u> The CLEMIS Division and the CLEMIS Advisory Committee shall annually review the CLEMIS FEE.
- 5.4. <u>CLEMIS and FRMS Funds.</u> 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 FRMS Fund are strictly based on availability and official appropriation by County and cannot be deemed permanent on-going contributions.
- 5.6. <u>Financial Statement for CLEMIS and FRMS Funds.</u> 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

I.T. SERVICES AGREEMENT-EXHIBIT X
Approved by CLEMIS Strategic Planning Committee 03/11/21
Approved by CLEMIS Advisory Committee – 4/15/21

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. <u>Security of Data.</u> 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.
 - 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

I.T. SERVICES AGREEMENT-EXHIBIT X
Approved by CLEMIS Strategic Planning Committee 03/11/21
Approved by CLEMIS Advisory Committee – 4/15/21

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. <u>Amount of Fee for Crash/Accident Report.</u> 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. <u>Distribution of Enhanced Access Fees and Fees for Crash/Accident Reports.</u> 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. <u>Access to Website.</u> 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. <u>Contract for Credit Card Processing.</u> 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.
 - 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

I.T. SERVICES AGREEMENT-EXHIBIT X
Approved by CLEMIS Strategic Planning Committee 03/11/21
Approved by CLEMIS Advisory Committee – 4/15/21

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. <u>Composition of CLEMIS Advisory Committee.</u> The composition of the CLEMIS Advisory Committee is posted on the CLEMIS Website.
- 7.3. <u>CLEMIS Advisory Committee Meetings.</u> The CLEMIS Advisory Committee meets at least four (4) times per year. CLEMIS Members are encouraged to attend.
- 7.4. <u>CLEMIS Advisory Committee Officers.</u> 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. <u>CLEMIS Advisory Committee—Subcommittees.</u> 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. 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. <u>SUPPORT AND MAINTENANCE SERVICES</u>. 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.

I.T. SERVICES AGREEMENT-EXHIBIT X
Approved by CLEMIS Strategic Planning Committee 03/11/21
Approved by CLEMIS Advisory Committee – 4/15/21

10. OBLIGATIONS & RESPONSIBITIES UPON TERMINATION/CANCELLATION.

- 10.1. <u>Use of CLEMIS & CLEMIS Applications.</u> 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. <u>Use and Access to Public Body's Data.</u> 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.

I.T. SERVICES AGREEMENT-EXHIBIT X
Approved by CLEMIS Strategic Planning Committee 03/11/21
Approved by CLEMIS Advisory Committee – 4/15/21

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).

⊠ <u>Tier 1</u>		
☑ 16 or more FTE's	☐ 6 – 15 FTE's	☐ 1 – 5 FTE's
□ <u>Tier 2</u>		
☐ 16 or more FTE's	☐ 6 – 15 FTE's	□ 1 – 5 FTE's
☐ <u>Tier 2.5</u>		
☐ 16 or more FTE's	☐ 6 – 15 FTE's	□ 1 – 5 FTE's
□ <u>Tier 3</u>		
☐ 16 or more FTE's	☐ 6 – 15 FTE's	□ 1 – 5 FTE's
Tier 4 Rescinded		
<u>Tier 5</u> Rescinded		
☐ <u>Tier 6</u> (eCLEMIS)		
☐ 19 or more FTE's	☐ 6 – 18 FTE's	□ 1 – 5 FTE's
☐ <u>Tier 7</u> Public Safety Answering	g Point (PSAP)/Centra	al Dispatch Center
☐ <u>Tier 8</u> Jail Management (outside	de Oakland County)	
☐ Federal Departments, Offices, data)	or Agencies Inquiry (Only in the State of Michigan (does not contribute any
☐ <u>District Court in Oakland Cou</u>	nty (excluding 52 nd Dis	trict Courts)
☐ Pays CLEMIS Fee: rece	eived ticket data load a	nd CLEMIS Citation Payment Application is optional.
☐ Does not pay CLEMIS Payment Application.	Fee: receives ticket da	ata load and must exclusively use CLEMIS Citation
☐ <u>District Court outside Oakland</u>	l County	
☐ Pays CLEMIS Fee: rece	eives ticket data load a	nd CLEMIS Citation Payment Application is optional.
☐ Does not Pay CLEMIS Payment application.	Fee: receives ticket da	ata load and must exclusively use CLEMIS Citation
☐ <u>Circuit Court</u> (outside Oakland	County, does not contri	bute any data)

☐ Pro	secutor Office (outside Oakland County, does not contrib	oute any data)
□ <u>FRN</u>	MS/CFIRS Participant (Fire Records Management System	m)
<u>II.</u>	Additional CLEMIS Applications	
	Body may select and shall receive any of the CLEMIS Ap st for the CLEMIS Applications is set forth on the CLEMIS	·
⊠ <u>Mok</u>	oile Data Computers ("MDC")	
	☑ WITH County provided wireless	☐ WITHOUT County provided wireless
	□ CAD Only WITHOUT County provided wireless	
⊠ <u>Live</u>	<u>escan</u>	
	☑ WITH printer	☐ WITHOUT printer
⊠ <u>Mu</u> g	<u>ıshot</u>	
	☑ Capture Station and Investigative	☐ Investigative Only
□ <u>Jail</u>	Management	
	☐ CLEMIS Member located in Oakland County	
	☐ CLEMIS Member located outside Oakland County	
□ <u>Oak</u>	Video (CLEMIS Member located outside Oakland Count	y)
□ <u>Crir</u>	ne Mapping Application	
Ven	dor Name:	
Add	ress:	
Cor	tact:	Phone:
Ema	ail:	

⊠ CLEMIS Public Crime Search

CLEMIS Public Crime Search is a public access site and application created by CLEMIS and Esri, that shares and publishes crime data of participating CLEMIS members on a public webpage and application and allows the public to sign up for email crime alert notifications. By selecting this application, the Public Body authorizes CLEMIS to share and publish Public Body's crime data with the public, on the CLEMIS Public Crime Search application and webpage and authorizes the public to sign up for email crime alert notifications. The Public Body authorizes CLEMIS to publicly share, publish, and provide notifications for the following crime types: Assaults, Arsons, Burglary, Disorderly Conduct, Disturbing the Peace, DUI, Drug/Narcotics, Crimes, Fraud, Homicide, Motor Vehicle Theft, Robbery, Sex Crimes, Theft/Larceny., Theft from Vehicle, Vandalism and Weapons Law Crimes.

⊠ <u>Pawn Application</u>		
	em In Oakland C	County
☐ Phase I	⊠ Phase II	
☐ Fire Records Management Syste	em Outside Oak	land County
	Department Da	ita Extract
☑ In Oakland County	☐ Outside O	akland County
Vendor Name: <u>Bryx</u>		
Address: <u>120 East Avenue, Suite 32</u>	25, Rochester, N	Y 14534
Contact: David Thomas		Phone: (408) 406-2808
Email: dave@bryx.com		
⊠ Crash Report Payment Amount:	\$5.00	
	ment Instruction	<u>ns</u>
☐ Disbursement when Requ	ested	☑ Disbursement Quarterly
Make Check Payable to:Villa	age of Beverly Hi	lls
☑ OPT-IN Exhibit VIII (OakNet Con	nectivity) OakNo	et connectivity is needed
COUNTY: :		
CLEMIS Division Director		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. 008474, Enterprise Agreement No. 00270489.0, and herein referred to as the "Enterprise Agreement," to which the County will provide Public Body with access. 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.

1.0 **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.

2.0 COUNTY RESPONSIBILITIES

2.1 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.

3.0 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

I.T. SERVICES AGREEMENT – EXHIBIT XI

EXHIBIT XI I.T. SERVICES AGREEMENT ArcGIS ONLINE

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. County will provide Public Body with access to amendments to the Enterprise or License Agreements that are applicable to Public Body's access to or use of AGO. 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. County will provide Public Body with access to the new agreements that Public Body is required to comply with. 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,

EXHIBIT XI I.T. SERVICES AGREEMENT ArcGIS ONLINE

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).

4.0 SUPPORT

The I.T. Service will be supported by County's Information Technology (I.T.) Department as described in the Agreement. County's Information Technology (I.T.) Department will pass through updates and provide Tier 1 Support to Public Body for applicable AGO use.

5.0 SERVICE AND SUPPORT COSTS

There is no cost to Public Body for this service.

6.0 EXECUTION OF CVT ACKNOWLEDGEMENT STATEMENT

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.

7.0 <u>LICENSE USE AND ACCESS</u>

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

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. 00270489.0. 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).

ADDENDUM A CVT ACKNOWLEDGMENT STATEMENT (ArcGIS Online)

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:	<u> </u>
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.

1.0 <u>DEFINITIONS</u>

- 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.

2.0 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.

3.0 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.

EXHIBIT XII I.T. SERVICES AGREEMENT DATA SHARING

- 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 as an Economic Development Custom Mapping and Data Service request 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

EXHIBIT XII I.T. SERVICES AGREEMENT DATA SHARING

- 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.

4.0 SUPPORT

The I.T. Service will be supported by County's Information Technology (I.T.) Department as described in the Agreement.

5.0 SERVICE AND SUPPORT COSTS

There is no cost to Public Body for this service.

6.0 LICENSE USE AND ACCESS

County grants to Public Body a nonexclusive license to use County developed applications needed to receive this I.T. Service. This license shall not be provided to any other party without County's 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").
(C	ontractor Name and Address)
	<u>RECITALS</u>
A.	WHEREAS, ("Public Body"), utilizes Oakland County, Michigan ("County") owned GIS Data and/or Access Oakland Products (referred to individually of collectively as "Data Sharing Services") pursuant to an agreement with the County; and
В.	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. <u>Definitions</u>: 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 <u>Access Oakland Product</u> 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 <u>Contractor Employee</u> 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 <u>Claims</u> 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 <u>County</u> 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 <u>Geographic Information System Data or GIS Data</u> 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. <u>Service Provided by County</u>: 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.** <u>Contractor's Obligations:</u> 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.** <u>Maintenance or Modification:</u> 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. <u>Compliance with Laws</u>: 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.** <u>Auditing</u>: 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.** <u>Delegation or Assignment</u>: Contractor shall not delegate or assign any obligation or right under this Contractor Agreement.
- 10. <u>Indemnification</u>: 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. <u>Contractor Provided Insurance</u>: At all times during this Contractor Agreement, Contractor shall obtain and maintain insurance according to the requirements listed in Appendix A.
- **12.** <u>Term</u>: 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. <u>Notices:</u> 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: Chief Information Officer, 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.** <u>Cumulative Remedies</u>: 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.** <u>Modifications or Amendments</u>: Any modifications, amendments, rescissions, waivers, or releases to this Contractor Agreement must be in writing and agreed to by all Parties.
- **18.** <u>Interpretation of Agreement</u>: 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. <u>Waiver</u>: 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 Contactor'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 it 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. 010211) with Pictometry International Corp. ("Pictometry"), which contains several license agreements ("License Agreements"), to which County will provide Public Body with access. 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. <u>Access and Use</u>. 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. <u>Access Management</u>. County will provide Public Body with access to the Licensed Products through County's Service Center.
- 1.3. <u>Administration of Pictometry Authorized Subdivision Agreement</u>. 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.

EXHIBIT XIII I.T. SERVICES AGREEMENT PICTOMETRY LICENSED PRODUCTS

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. <u>Amendments to License Agreements</u>. 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. County will provide Public Body with access to amendments to the License Agreements that are applicable to Public Body's access to or use of the Licensed Products. 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, to which County will provide Public Body with access. County will provide notice to Public Body when it becomes aware that Public Body and its contractor(s) must comply with any new agreements.

EXHIBIT XIII I.T. SERVICES AGREEMENT PICTOMETRY LICENSED PRODUCTS

Public Body shall notify its contractors when Public Body becomes aware that its contractors must comply with new agreements.

- 2.6. <u>Future Standards and Guidelines</u>. 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. <u>Account Notification Requirements</u>. 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. SUPPORT

The I.T. Service will be supported by County's Information Technology (I.T.) Department as described in the Agreement.

4. SERVICE AND SUPPORT COSTS

There is no cost to Public Body for this service.

5. LICENSED USE AND ACCESS

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.
- 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 derivate 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.
- 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.
- 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.
- 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 orin 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.

EXHIBIT XIII-I.T. SERVICES AGREEMENT 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.
- "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

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.

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

- **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.
- 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.
- 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.
- The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
- 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:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:
	Effective Date:

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

MEMORANDUM

To: Honorable President George; Village Council

CC: Jeffrey Campbell, Village Manager; Tom Ryan, Village Attorney; Peggy Linkswiler,

Treasurer

From: Sheila McCarthy, Finance Director

Date: May 31, 2024

Re: General Investment Policy

General Investment Policy

A General Investment Policy is a written investment policy and serves as a working document that directs the investment activities of a Village and attempts to protect the Village from potential losses stemming from unsuitable investment practices. This investment policy will apply to all financial assets of the Village and any new fund established by the Village. Investment objectives shall meet the following criteria: safety, diversification, liquidity and return on investment.

Recommendation:

It is recommended that governing bodies of local governmental units adopt a General Investment Policy to comply with Michigan Public Act 20 of 1943. Village Administration recommends approval of the General Investment Policy as presented.

RESOLUTION FOR THE VILLAGE OF BEVERLY HILLS GENERAL INVESTMENT POLICY

EXHIBIT A

VILLAGE OF BEVERLY HILLS GENERAL INVESTMENT POLICY

1. Statement of Purpose

The Village Council of Beverly Hills, Oakland County, Michigan (the "Village") exercising its fiduciary responsibilities, desires to safeguard the funds of the Village that may be invested from time-to time, subject to Public Act 20 of 1943, MCL 129.91 et seq., as amended (the "Act"); and, Section 5 of the Act requires Villages, in consultation with their Investment Officer, to adopt an investment policy.

2. Scope of Policy

This Investment Policy (the "Policy") is applicable to all funds belonging to the Village and in the custody of the Village Investment Officer or the Village's approved financial institutions.

3. Delegation of Authority to Make Investments

Pursuant to this policy, the Council shall designate an Investment Officer, and he or she is authorized to manage funds belonging to the Village, including depositing funds in authorized financial institutions as defined in the Act and in MCL 41.77, and administrating the Village's investments in accordance with this Policy. The Village shall designate the Village's Finance Director as the Village's Investment Officer.

4. Safekeeping and Custody of Deposits and Investments

The Investment Officer shall seek the Council's approval for any new proposed instruments to be utilized by the Investment Officer and the Village. The Investment Officer shall provide a quarterly report to Council on the performance of all financial instruments and all financial institutions utilized for the safekeeping of Village funds.

5. Authorized Investment Instruments

When the Investment Officer's analysis of the Village's cash flow requirements reveals the existence of funds that will not be required to meet current disbursements for a specific length of time ("Surplus Funds"), the Investment Officer is authorized to invest the Village's Surplus Funds in any instrument listed as authorized in the Act.

6. Investment Objectives

The objectives of this policy are foremost to maintain safety of principal of Village funds, to maintain a diversified investment portfolio, to maintain adequate liquidity, and to achieve a market rate of return on relatively safe investment instruments.

To accomplish these objectives, decisions and actions involving the Village's investment portfolio shall meet the following criteria:

Safety: Safety of principal is the foremost objective of the Village's investment practices. Investments shall be made in a manner that seeks to ensure the preservation of capital in the overall investment portfolio. The Investment Officer shall minimize credit risk by investing only in the safer types of securities, and pre-qualifying financial institutions, intermediaries, and advisers with whom the Village will do business.

Diversification: The investments shall be diversified by avoiding over-concentration in securities from a specific issuer or business sector, excluding U.S. Treasury securities. Investments shall have varying maturities. Investment instrument selection shall avoid high credit risks.

Liquidity: The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. Securities shall have maturity dates concurrent with cash flow needs. The Investment Officer shall minimize interest rate risk by avoiding the need to sell securities prior to maturity and invest operating funds primarily in short-term securities or public investment pools. Securities shall not normally be sold prior to maturity except to minimize loss of principal, to improve the quality, yield or target duration in the portfolio, or to meet liquidity needs.

Return on Investment: The investment portfolio shall be designed to attain a market average rate of return during budgetary and economic cycles while taking into account investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to safety and liquidity objectives. The core of investments is limited to relatively low-risk securities, and a fair rate of return relative to risk is assumed.

7. Standard of Prudence

The Village Investment Officer shall make such investments and only such investments as a prudent person would make in dealing with the property of another, having in view the preservation of the principal and the amount and regularity of the income to be derived. The standard of prudence to be used shall be the "Prudent Investor" standard and shall be applied in the context of managing an overall portfolio.

8. Statement of Ethics

The Investment Officer shall refrain from personal business activity that could conflict with the proper execution and management of Village investments, or that could impair the Investment Officer's ability to make impartial investment decisions.

9. Investment Activity Report

The Village Investment Officer shall provide a written report to the Council on a quarterly basis concerning the investment of Village funds.

10. Compliance with the Act

The Village shall comply with all applicable statutory standards for investment of public funds as they now exist or as they may be subsequently amended. Any provision of this Policy that conflicts with applicable statutory requirements and standards is void.

In accordance with Section 6 of the Act, all financial institutions, financial intermediaries, brokers, dealers, advisors, and any other entity involved in executing investment transactions on behalf of the Village, shall sign the following before providing any services to the Village:

Acknowledgement of Receipt of Investment Policy and Agreement to Comply

I have read and fully understand Public Act 20 of 1943, as amended, of the State of Michigan and the Investment Policy of the Village of Beverly Hills, as amended. Any investment advice or recommendation given to the Investment Officer of Beverly Hills shall comply with the requirements of said Public Act 20 and this Investment Policy of the Village of Beverly Hills. Any existing investment not conforming with both documents will be disclosed promptly.

INVESTMENT OF SURPLUS FUNDS OF POLITICAL SUBDIVISIONS Act 20 of 1943

AN ACT relative to the investment of funds of public corporations of the state; and to validate certain investments.

History: 1943, Act 20, Imd. Eff. Mar. 13, 1943;—Am. 1988, Act 285, Imd. Eff. Aug. 1, 1988;—Am. 1997, Act 196, Imd. Eff. Dec. 30, 1997.

The People of the State of Michigan enact:

129.91 Investment of funds of public corporation; eligible depository; secured deposits; funds limitation on acceptable assets; pooling or coordinating funds; written agreements; investment in certificate of deposit; conditions; "financial institution" defined; additional definitions.

- Sec. 1. (1) Except as provided in section 5, the governing body by resolution may authorize its investment officer to invest the funds of that public corporation in 1 or more of the following:
- (a) Bonds, securities, and other obligations of the United States or an agency or instrumentality of the
- (b) Certificates of deposit, savings accounts, or depository receipts of a financial institution, but only if the financial institution complies with subsection (2); certificates of deposit obtained through a financial institution as provided in subsection (5); or deposit accounts of a financial institution as provided in subsection (6).
- (c) Commercial paper rated at the time of purchase within the 2 highest classifications established by not less than 2 standard rating services and that matures not more than 270 days after the date of purchase.
 - (d) Repurchase agreements consisting of instruments listed in subdivision (a).
 - (e) Bankers' acceptances of United States banks.
- (f) Obligations of this state or any of its political subdivisions that at the time of purchase are rated as investment grade by not less than 1 standard rating service.
- (g) Mutual funds registered under the investment company act of 1940, 15 USC 80a-1 to 80a-64, with authority to purchase only investment vehicles that are legal for direct investment by a public corporation. However, a mutual fund is not disqualified as a permissible investment solely by reason of any of the following:
 - (i) The purchase of securities on a when-issued or delayed delivery basis.
- (ii) The ability to lend portfolio securities as long as the mutual fund receives collateral at all times equal to at least 100% of the value of the securities loaned.
- (iii) The limited ability to borrow and pledge a like portion of the portfolio's assets for temporary or emergency purposes.
- (h) Obligations described in subdivisions (a) through (g) if purchased through an interlocal agreement under the urban cooperation act of 1967, 1967 (Ex Sess) PA 7, MCL 124.501 to 124.512.
- (i) Investment pools organized under the surplus funds investment pool act, 1982 PA 367, MCL 129.111 to 129.118.
- (j) The investment pools organized under the local government investment pool act, 1985 PA 121, MCL 129.141 to 129.150.
- (2) Except as provided in subsection (5), a public corporation that invests its funds under subsection (1) shall not deposit or invest the funds in a financial institution that is not eligible to be a depository of funds belonging to this state under a law or rule of this state or the United States.
- (3) Assets acceptable for pledging to secure deposits of public funds are limited to assets authorized for direct investment under subsection (1).
- (4) The governing body by resolution may authorize its investment officer to enter into written agreements with other public corporations to pool or coordinate the funds to be invested under this section with the funds of other public corporations. Agreements allowed under this subsection shall include all of the following:
 - (a) The types of investments permitted to be purchased with pooled funds.
 - (b) The rights of members of the pool to withdraw funds from the pooled investments without penalty.
- (c) The duration of the agreement and the requirement that the agreement shall not commence until at least 60 days after the public corporations entering the agreement give written notice to an existing local government investment pool which is organized under the local government investment pool act, 1985 PA 121, MCL 129.141 to 129.150, in those counties where such a pool is operating and accepting deposits on or before September 29, 2006.

- (d) The method by which the pool will be administered.
- (e) The manner by which the public corporations will respond to liabilities incurred in conjunction with the administration of the pool.
- (f) The manner in which strict accountability for all funds will be provided for, including an annual statement of all receipts and disbursements.
 - (g) The manner by which the public corporations will adhere to the requirements of section 5.
- (5) In addition to the investments authorized under subsection (1), the governing body by resolution may authorize its investment officer to invest the funds of the public corporation in certificates of deposit in accordance with all of the following conditions:
- (a) The funds are initially invested through a financial institution that is not ineligible to be a depository of surplus funds belonging to this state under section 6 of 1855 PA 105, MCL 21.146.
- (b) The financial institution arranges for the investment of the funds in certificates of deposit in 1 or more insured depository institutions, as defined in 12 USC 1813, or 1 or more insured credit unions, as defined in 12 USC 1752, for the account of the public corporation.
- (c) The full amount of the principal and any accrued interest of each certificate of deposit is insured by an agency of the United States.
- (d) The financial institution acts as custodian for the public corporation with respect to each certificate of deposit.
- (e) At the same time that the funds of the public corporation are deposited and the certificate or certificates of deposit are issued, the financial institution receives an amount of deposits from customers of other insured depository institutions or insured credit unions equal to or greater than the amount of the funds initially invested by the public corporation through the financial institution.
- (6) In addition to the investments authorized under subsection (1), the governing body by resolution may authorize its investment officer to invest the funds of the public corporation in deposit accounts that meet all of the following conditions:
- (a) The funds are initially deposited in a financial institution that is not ineligible to be a depository of surplus funds belonging to this state under section 6 of 1855 PA 105, MCL 21.146.
- (b) The financial institution arranges for the deposit of the funds in deposit accounts in 1 or more insured depository institutions, as defined in 12 USC 1813, or 1 or more insured credit unions, as defined in 12 USC 1752, for the account of the public corporation.
- (c) The full amount of the principal and any accrued interest of each deposit account is insured by an agency of the United States.
- (d) The financial institution acts as custodian for the public corporation with respect to each deposit account.
- (e) On the same date that the funds of the public corporation are deposited under subdivision (b), the financial institution receives an amount of deposits from customers of other insured depository institutions or insured credit unions equal to or greater than the amount of the funds initially deposited by the public corporation in the financial institution.
- (7) A public corporation that initially invests its funds through a financial institution that maintains an office located in this state may invest the funds in certificates of deposit as provided under subsection (5).
- (8) As used in this section, "financial institution" means a state or nationally chartered bank or a state or federally chartered savings and loan association, savings bank, or credit union whose deposits are insured by an agency of the United States government and that maintains a principal office or branch office located in this state under the laws of this state or the United States.
 - (9) As used in this act:
- (a) "Governing body" means the legislative body, council, commission, board, or other body having legislative powers of a public corporation.
- (b) "Funds" means the money of a public corporation, the investment of which is not otherwise subject to a public act of this state or bond authorizing ordinance or resolution of a public corporation that permits investment in fewer than all of the investment options listed in subsection (1) or imposes 1 or more conditions upon an investment in an option listed in subsection (1).
- (c) "Investment officer" means the treasurer or other person designated by statute or charter of a public corporation to act as the investment officer. In the absence of a statutory or charter designation, the governing body of a public corporation shall designate the investment officer.
- (d) "Public corporation" means a county, city, village, township, port district, drainage district, special assessment district, or metropolitan district of this state, or a board, commission, or another authority or agency created by or under an act of the legislature of this state.

History: 1943, Act 20, Imd. Eff. Mar. 13, 1943;—CL 1948, 129.91;—Am. 1964, Act 126, Eff. Aug. 28, 1964;—Am. 1977, Act 66, Imd. Eff. July 20, 1977;—Am. 1978, Act 500, Imd. Eff. Dec. 11, 1978;—Am. 1979, Act 79, Imd. Eff. Aug. 1, 1979;—Am. 1982, Act 217, Imd. Eff. July 8, 1982;—Am. 1988, Act 239, Imd. Eff. July 11, 1988;—Am. 1997, Act 44, Imd. Eff. June 30, 1997;—Am. 1997, Act 196, Imd. Eff. Dec. 30, 1997;—Am. 2006, Act 400, Imd. Eff. Sept. 29, 2006;—Am. 2008, Act 308, Imd. Eff. Dec. 18, 2008;—Am. 2009, Act 21, Imd. Eff. May 5, 2009;—Am. 2012, Act 152, Imd. Eff. May 30, 2012.

129.92 Repealed. 1997, Act 196, Imd. Eff. Dec. 30, 1997.

Compiler's note: The repealed section pertained to investment of sinking funds and insurance moneys by school districts.

129.93 Existing investments ratified and validated.

Sec. 3. Investments made before the effective date of the amendatory act that repealed section 2 of the surplus funds, sinking funds, or insurance funds of a political subdivision of this state in bonds and other obligations of the United States or its instrumentalities or certificates of deposit or depository receipts of a bank that is a member of the federal deposit insurance corporation as provided under section 1 and former section 2 of this act are hereby ratified and validated.

History: 1943, Act 20, Imd. Eff. Mar. 13, 1943;—CL 1948, 129.93;—Am. 1964, Act 126, Eff. Aug. 28, 1964;—Am. 1997, Act 196, Imd. Eff. Dec. 30, 1997.

129.94 Funds accumulated under eligible deferred compensation plan; deposit; investment; existing investments ratified and validated.

Sec. 4. (1) As used in this section:

- (a) "Eligible deferred compensation plan" means a deferred compensation plan established and maintained by a governing body, which plan meets the requirements of section 457 of the internal revenue code.
- (b) "Financial institution" means a state or nationally chartered bank, a state or federally chartered savings bank, a state or federally chartered savings and loan association, or a state or federally chartered credit union, which financial institution is insured by an agency or instrumentality of the federal government.
- (c) "Governing body" means the legislative or governing body of a county, city, village, township, or special assessment district, or an agency, board, or commission of a county, city, village, or township.
- (2) The governing body, by resolution, may authorize its treasurer or chief fiscal officer to deposit funds received under an eligible deferred compensation plan in a financial institution authorized by law to do business in this state or with an authorized deferred compensation agent appointed by the governing body. Notwithstanding any other provision of this act, the treasurer or chief fiscal officer, as authorized by resolution of the governing body, may place funds accumulated under an eligible deferred compensation plan with a financial institution authorized to do business in this state, a state or federally licensed investment company or insurance company authorized to do business in this state, or trust established by public employers for the commingled investment of the amounts held under deferred compensation and retirement plans, which funds shall be invested by the financial institution, insurance company, investment company, or trust as directed by the governing body. The investment of eligible deferred compensation plan funds shall be in the manner and for the purposes described in section 457 of the internal revenue code.
- (3) The investment of funds accumulated under an eligible deferred compensation plan of a governing body prior to the effective date of the amendatory act that added this section, which investments otherwise meet the requirements of this section, are ratified and validated.

History: Add. 1988, Act 285, Imd. Eff. Aug. 1, 1988.

129.95 Investment policy; adoption by governing body.

- Sec. 5. (1) Not more than 180 days after the end of a public corporation's first fiscal year that ends after the effective date of the amendatory act that repealed section 2, a governing body, in consultation with the investment officer, shall adopt an investment policy that, at a minimum, includes all of the following:
- (a) A statement of the purpose, scope, and objectives of the policy, including safety, diversification, liquidity, and return on investment.
 - (b) A delegation of authority to make investments.
- (c) A list of authorized investment instruments. If the policy authorizes an investment in mutual funds, it shall indicate whether the authorization is limited to securities whose intention is to maintain a net asset value of \$1.00 per share or also includes securities whose net asset value per share may fluctuate on a periodic basis.
 - (d) A statement concerning safekeeping, custody, and prudence.
- (2) A governing body that as of the effective date of the amendatory act that repealed section 2 has adopted an investment policy that substantially complies with the minimum requirements under subsection (1) is not in violation of this section as long as that policy remains in effect.

129.96 Execution of order to purchase or trade funds of public corporation; providing copy of investment policy; public corporation subject to subsection (1); report.

- Sec. 6. (1) Subject to subsection (2), before executing an order to purchase or trade the funds of a public corporation, a financial intermediary, broker, or dealer shall be provided with a copy of the public corporation's investment policy and shall do both of the following:
 - (a) Acknowledge receipt of the investment policy.
 - (b) Agree to comply with the terms of the investment policy regarding the buying or selling of securities.
- (2) A public corporation is subject to subsection (1) beginning on the date that the investment policy of a public corporation takes effect or 180 days after the end of the public corporation's first fiscal year ending after the effective date of the amendatory act that repealed section 2, whichever is earlier.
- (3) The investment officer shall provide quarterly a written report to the governing body concerning the investment of the funds.

History: Add. 1997, Act 196, Imd. Eff. Dec. 30, 1997;—Am. 2007, Act 213, Imd. Eff. Dec. 27, 2007.

129.97 Long-term or perpetual trust fund; investment of assets; resolution authorizing investment officer same authority as investment fiduciary under MCL 38.1132 to 38.1140m; conditions.

Sec. 7. Notwithstanding any law or charter provision to the contrary, if a public corporation has a long-term or perpetual trust fund consisting of money and royalties or money derived from oil and gas exploration on property or mineral rights owned by the public corporation, the governing body of the public corporation may by resolution provide its investment officer with the same authority to invest the assets of the long-term or perpetual trust fund as is granted an investment fiduciary under the public employee retirement system investment act, 1965 PA 314, MCL 38.1132 to 38.1140m.

History: Add. 2008, Act 220, Imd. Eff. July 16, 2008.

129.97a Investment of assets of special revenue fund by investment officer; resolution granting authority; annual special revenue fund report.

Sec. 7a. (1) Notwithstanding any law or charter to the contrary, if a public corporation has a special revenue fund consisting of payments for park operations and maintenance, the governing body of the public corporation may by resolution provide its investment officer with the same authority to invest the assets of the special revenue fund as is granted an investment fiduciary under the public employee retirement system investment act, 1965 PA 314, MCL 38.1132 to 38.1140m.

- (2) The investment officer shall prepare and issue an annual special revenue fund report. The investment officer shall make the annual special revenue fund report available to the citizens of the public corporation. The annual special revenue fund report shall include all of the following:
 - (a) The name of the special revenue fund.
 - (b) The special revenue fund's investment fiduciaries.
 - (c) The special revenue fund's assets and liabilities.
 - (d) The special revenue fund's funded ratio.
 - (e) The special revenue fund's investment performance.
 - (f) The special revenue fund's expenses.

History: Add. 2008, Act 404, Imd. Eff. Jan. 6, 2009.



To: Honorable President George; Village Council Members

From: Kristin Rutkowski, Village Clerk/Assistant Village Manager

Subject: Announcement of a Zoning Board of Appeals Vacancy

Date: May 29, 2024

Due to the untimely passing of Jon Oen, there is a full-member vacancy on the Board for a partial term ending June 30, 2025.

The ZBA meets the second Monday of the month at 7:30 p.m. as necessary. The ZBA hears appeals of applicants who request exceptions from or official interpretations of the Zoning Ordinance. Members must decide whether or not a physical hardship or practical difficulty exists which justifies the granting of a variance.

All interested and eligible residents of Beverly Hills are encouraged to apply to fill the vacancy on the ZBA. Applications are available on the Village website or by emailing the Village Clerk at krutkowski@villagebeverlyhills.com. Applications may be submitted to the Clerk's office via email, regular mail, in person, or using the drop box located outside the Village office (18500 W. 13 Mile Road, Beverly Hills, MI 48025).

Applications are due Tuesday, June 25, 2024.

This constitutes the first announcement of a vacancy on the Zoning Board of Appeals.



To: Honorable President George; Village Council Members

From: Jeff Campbell, Village Manager

Subject: Manager's Report

Date: May 31, 2024

Community Discussion for the Beverly Park Master Plan 2050

Earlier this year, the Village retained SmithGroup, a professional planning and design firm, to serve as the Village's consultant in preparing a long-term plan for Beverly Park. SmithGroup will be leading the community in a discussion about the future of Beverly Park. The agenda includes a presentation of an assessment of existing park facilities and some preliminary ideas, and an opportunity for the public to provide input on how to improve the park.

The Community Discussion will be on June 10, 2024 from 6:30 to 8:00 p.m. at the Beverly Park Pavilion. Please join us!

Applications for Board and Commissions

Applications to serve on Boards and Commissions for Beverly Hills are due to the Village Clerk on June 10, 2024. You can apply to serve on the Planning Commission, Zoning Board of Appeals, Parks and Recreation Board, and the Birmingham Cable Board. In particular, we are looking to fill several spots on the Zoning Board of Appeals. Please submit your application by June 10th and be of service to your community. For more information on Boards and Commissions, please visit our website or click the following link:

https://www.villagebeverlyhills.com/government/board_committee/index.php

Applications to serve on a board or commission can be also be found on the website or by clicking on the following link:

https://cms7files.revize.com/beverlyhillsmi/document_center/Government/Application%20for%20Boar ds%20and%20Eligibility%20Fillable.pdf

Disc Golf Open House

The Parks & Recreation Board has partnered with Disc Fam, LLC to host a disc golf open house on Saturday, June 8, 2024 from 10:00 a.m. to noon at Beverly Park. No experience necessary and all ages are welcome. Please join us to learn more about the game and our disc golf course. Discs will be provided.

Concert in the Park

Our Concert in the Park series returns on Friday, June 14, 2024! Each show begins at 7:00 p.m. at Beverly Park and a food truck will be on site during the performance! The concerts are free to attend and fun for the whole family. We recommend bringing a lawn chair or blanket to sit on. A list of the scheduled performances and food trucks are below.

Friday, June 14 featuring The Hood Smoke Ring BBQ Food Truck

Friday, July 12 featuring Northgate Drive Sonny's Hamburgers Food Truck

Friday, August 9 featuring Cliff Erickson The Great Greek Food Truck

Java and Jazz

Join us for the next Java & Jazz event on Sunday, June 16th from 9:00 to noon at the Beverly Park pavilion featuring the Ryan Bills Trio. Free coffee and treats are provided thanks to our sponsors: the Beverly Hills Lions Club and Nancy Collias Real Estate.

Memorial Day

Thank you to all of the sponsors, volunteers, participants, and staff who made the 41st annual Memorial Day Parade/Carnival/Ceremony a great event! If you missed the parade and would like to watch it online, please visit the Village website.

THE VILLAGE MANAGER IS OUT OF TOWN AT A CONFERENCE AND WILL SUPPLEMENT THE MANAGER'S REPORT ON MONDAY, JUNE 3, 2024. THANK YOU.

Beverly Hills Public Safety Activity Report

May $16^{th} - 30^{th}$, 2024

The Public Safety Department has changed vendors for crime mapping, CrimeDar went out of business. If you are interested in crime mapping the Village, go to <u>CLEMIS Public Crime Search (arcgis.com).</u>

The Beverly Hills Public Safety Department is hiring Public Safety Officers again, please go to our webpage at **BeverlyHillsPolice.com** and see if you qualify

CALLS FOR SERVICE

- 225 Calls for Service.
- 32 Tickets issued.
- 7 Arrests.
- Crime Prevention at Beverly School.
- · Crime Prevention at Greenfield School.
- Medical on Verona.
- Medical on Lahser.
- Alarm on Southfield.
- Extra Patrol at Market Fresh.
- Traffic Accident at 13 Mile and Evergreen.
- Crime Prevention at Greenfield School.
- Traffic Accident at 13 Mile and Southfield.
- Suspicious Persons on 14 Mile.
- Parking Complaint on Saxon.
- Beverly Park closed for the night.
- Assisted Oakland County Road Commission at Southfield and Beverly.
- Traffic Enforcement at 13 Mile and Southfield.
- Extra Patrol at Groves High School.
- Extra Patrol around Norchester and Warwick.
- Extra Patrol around Friar tuck and Robinhood.
- Lift Assist on Hampton.
- Public Relations at Bingham School Touch a Truck.
- Public Relations on Bellvine Trail.
- Suspicious Persons at Beverly Park.

- Alarm on Orchard Way.
- Medical on Verona Circle.
- Beverly Park closed for the night.
- Extra Patrol in Beverly Park.
- Officers stopped a driver for a minor traffic violation at Southfield and 14 Mile. The driver was arrested for Driving while License Suspended and criminal warrants. The arrest was without incident.
- Extra Patrol at Auburn and Beverly.
- Beverly Park opened for the day.
- Animal Complaint at 13 Mile and Evergreen.
- Odor Investigation on Robinhood.
- Traffic Accident at 14 Mile and Southfield.
- Alarm on Southfield.
- Operation Medicine Cabinet.
- Fire Truck Checks at the station.
- Beverly Park closed for the night.
- Alarm at Beverly School.
- Extra Patrol around Buckingham and Greenfield.
- Extra Patrol around Medford and Beaconsfield.
- Traffic Accident at 13 Mile and Stafford.
- Crime Prevention at Beverly School.
- Crime Prevention at Greenfield School.
- Suspicious Person on Saxon.
- Miscellaneous Detail at the station.
- Officers stopped a driver for a minor traffic violation at Greenfield and 13 Mile. The driver was arrested for Driving While License Suspended and taken into custody without incident.
- Crime Prevention at Beverly School.
- Crime Prevention at Greenfield School.
- Traffic Accident at 13 Mile and Old Stage.
- Traffic Accident at Rock Creek and 13 Mile.
- Family Trouble on Metamora.
- Parking Complaint on Mayfair.
- Domestic Violence arrest on Lahser.
- Beverly Park closed for the night.
- Radar Detail on Southfield.
- Citizen Assist on Birwood.
- Medical on Dunblaine.
- Suspicious Person on 13 Mile.
- Medical on Churchill.
- Traffic Accident at 14 Mile and Lahser.
- Fire Alarm at Groves High School.

- Animal Complaint on Greenfield.
- Traffic Accident at Southfield and 13 Mile.
- Crime Prevention at Greenfield School.
- Officers stopped a driver for a minor traffic violation at 13 Mile and Southfield. The driver was arrested for Driving While License Suspended. The arrest was without incident.
- Medical on Allerton.
- Traffic Accident at 13 Mile and Vernon.
- Medical at Mission Point.
- Fraud reported on Sheridan.
- Beverly Park closed for the night.
- Radar Detail at 14 Mile and Pierce.
- Extra Patrol in Huntley Square Apartments.
- Crime Prevention at Greenfield School.
- Crime Prevention at Beverly Hills Academy.
- Crime Prevention at Beverly School.
- Sudden Death on Kinross.
- Extra Patrol around Medical Village.
- Found Property on Southfield.
- Extra Patrol requested at Market Fresh.
- Crime Prevention at Beverly School.
- Crime Prevention at Greenfield School.
- Found Property on 13 Mile.
- Mutual Aid Assist on Berkley Ave.
- Parking Complaint on Allerton.
- Found Property at Beverly Park.
- Beverly Park closed for the night.
- Traffic Enforcement at 13 Mile and Southfield.
- Traffic Enforcement at 13 Mile and Evergreen.
- Officers were dispatched to Detroit Border Patrol for a warrant pick up. The arrest was without incident.
- Odor Investigation on Norchester.
- Medical on Verona Court.
- Medical at Mission Point.
- Suspicious Vehicle on 14 Mile.
- Animal Complaint on Beverly.
- Alarm on Walmer.
- Crime Prevention at Beverly Hills Academy.
- Crime Prevention at Greenfield School.
- Alarm on Southfield.
- Traffic Accident at Lahser and 14 Mile.
- Alarm on Southfield.
- Parking Complaint on Beechwood.

- Medical on 13 Mile.
- Public Relations at Beverly Hills Academy.
- Fire Alarm on 13 Mile.
- Crime Prevention at Beverly School.
- Medical on Rutland.
- Suspicious Circumstances at 13 Mile and Lahser.
- Beverly Park closed for the night.
- Officers stopped a driver for a minor traffic violation at Southfield and 13 Mile. The driver was arrested for Driving While License Suspended and Warrants. The arrest was without incident.
- Extra Patrol around Bellvine Trail and Eastlady.
- Crime Prevention at Berkshire School.
- Medical on Metamora.
- Citizen Assist on Inglewood.
- Citizen Assist on Churchill.
- Medical on Devonshire.
- Medical at Mission Point.
- Crime Prevention at Berkshire School.
- Crime Prevention at Beverly School.
- Crime Prevention at Greenfield School.
- Animal Complaint on Kennoway Court.
- Citizen Assist at the station.
- Suspicious Circumstances at Beverly and Mayfair.
- Animal Complaint on Vernon.
- Assisted Birmingham PD with suspects at Shain Park.
- Welfare Check on Amherst.
- Beverly Park closed for the night.
- Civil Matter on Southfield.
- Welfare Check in Huntley Square Apartments.
- Suspicious Circumstances on Devonshire.
- Suspicious Persons at Mission Point.
- Traffic Accident on Southfield.
- Traffic Accident on Vernon.
- Beverly Park closed for the night.
- Medical in Huntley Square Apartments.
- Welfare Check on Lahser.
- Mental Health call on Embassy.
- Traffic Accident at Coryell and Marimoor.
- Fire Truck Checks at the station.
- Citizen Assist on Churchill.
- Alarm on Cline.
- Child Endangerment arrest on Riverside.
- Beverly Park closed for the night.

- Extra Patrol around Eastlady and Smallwood.
- Traffic Enforcement at 13 Mile and Southfield.
- Extra Patrol around Kinross and Bates.
- Extra Patrol around Greenfield and Amherst.
- Extra Patrol around Nottingham and Crossbow.
- Extra Patrol in Huntley Square Apartments.
- Extra Patrol around Medford and Bedford.
- Suspicious Person on Locherbie.
- Traffic Accident at Beverly and Pierce.
- Traffic Accident at Southfield and 13 Mile.
- · Lift Assist on Woodhaven.
- Parking Complaint on Kirkshire.
- Animal Complaint on Auburn.
- Suspicious Circumstances on Pierce.
- Suspicious Person on 13 Mile.
- Traffic Enforcement at Evergreen and Waltham.
- Medical on Stellamar.
- Beverly Park closed for the night.
- Traffic Enforcement at 14 Mile and Lahser.
- Alarm on Beverly.
- Extra Patrol around Kirkshire and Bates.
- Extra Patrol around Vernon and Woodhaven.
- Crime Prevention at Greenfield School.
- Crime Prevention at Beverly School.
- Radar Detail at 14 Mile and Bellvine Trail.
- Medical on Beverly.
- Motorist Assist at 13 Mile and Chelton.
- Suspicious Circumstances at Mission Point.
- Assisted Southfield PD with a traffic accident at 13 Mile and Greenfield.
- Extra Patrol at Market Fresh.
- Mental Health call on Gould Court.
- Alarm on Orchard Way.
- Gun Permit was issued at the station.
- Crime Prevention at Beverly School.
- Road Hazard removed on Evergreen.
- Suspicious Persons at 14 Mile and Southfield.
- Beverly Park closed for the night.
- Medical in Huntley Square Apartments.
- Crime Prevention at Groves High School.
- Extra Patrol around Birwood and Madison.
- Extra Patrol around Shagbark and Georgetown.
- Traffic Enforcement at 13 Mile and Southfield.
- Extra Patrol around Mayfair and Nixon.

- Crime Prevention at Beverly School.
- Crime Prevention at Greenfield School.
- Animal Complaint on Sleepy Hollow.
- Family Trouble on Warwick.
- Information Report made on Beechwood.
- Crime Prevention at Beverly School.
- Larceny from a vehicle reported on Southfield.
- Civil Matter on Greenfield.
- Suspicious Persons on Locherbie.
- Parking Complaint on Allerton.
- Road Hazard removed at 13 Mile and Southfield.
- Radar Detail at Pierce and Beverly.
- Larceny reported on Southfield.
- Beverly Park closed for the night.
- Traffic Enforcement at 13 Mile and Greenfield.
- Noise Complaint on 13 Mile.
- Extra Patrol requested at Market Fresh.
- Extra Patrol in Huntley Square Apartments.

Fire & Emergency Medical Services

- 1 Structure Fire (Automatic Aid given to Oak Park).
- 2 Other Fire responses.
- 26 EMS Calls.
- 1 Wire Down.
- 3 Lift Assists.
- 3 Smoke Investigations.
- 1 CO Alarm.
- 2 Weekly Apparatus Checks.

Detective Bureau and School Resource Officer

- Power DMS onboarding online training.
- PSO Cazan took multiple reports at the desk.
- Swear to for felony ID Theft.
- Photo-lineup conducted at station for Home Invasion.
- PSO Balagna assisted patrol with noise complaint.
- PSO Balagna printed/booked defendant on Possession of cocaine.
- Traffic Conference at 46th District Court.
- Court Innovations at 46th District Court.
- Completed Security and Privacy training.
- In-custody arraignment for Assault & Battery case.
- Sent animal complaint to Dave Weber.

- PSO Baller OIC at Memorial Parade/Fun Run.
- Obtained video evidence for OWI/MDOP case.
- PSO Balagna attended SWAT training.

• Free money on social media? Nah. It's a scam

- By Jim Kreidler, Consumer Education Specialist
- May 21, 2024
- Scams on Social Media. I won some money and want to give you part of it. Do not engage. It is a scam.
- Say you are scrolling through your social media feed, and you see a post saying, "I am the winner of \$600 million from the Powerball lottery. I am giving away \$50,000 to the first one thousand people to message me." Would you answer? If you do, you could become the target of a scam.
- Scammers are impersonating lottery winners on social media, often using the names of real winners to make their posts sound legit. If you reply to their posts, the fake lottery winner might ask for your phone number and send a text saying you won the money but need to act fast. That is the first red flag. Why the time pressure?
- Then they will tell you to put hundreds of dollars on gift cards, take pictures of the cards, and text the numbers from the back of the card to cover "processing and delivery fees." That is a scam. Only scammers ask for gift cards as payment.
- Just commenting on a post like this might seem fun and harmless. But it can lead you to engage with a scammer...and your feed will be bombarded with similar posts and even more scammers to deal with. Avoid them with these steps.
- Do not pay to get a prize. Real prizes are free. Anyone who asks you to pay a fee for "taxes," "shipping and handling charges," or "processing fees" to get your prize is a scammer. Stop and walk away.

7

- Ignore "free money" posts. Anyone in your social media feed saying they have money to give you is a scammer.
- Never send money to someone you met online. Especially one who insists you only pay with gift cards, wire transfers, cryptocurrency, or payment apps like Apple Pay, CashApp, PayPal, or Zelle. That is a sign of a scam.

 People who know about scams are more likely to be able to spot them. So, please share what you know with your friends and family, and report scams at ReportFraud.ftc.gov.

• Spot an ad on social for a low, low price on a brand name product? Think twice

- By Cristina Miranda, Consumer Education Specialist, FTC
- May 13, 2024

 Social media feeds are flooded with ads offering steep discounts on brand-name products, including luxury items. But are these offers real or a scam? When a lowpriced "deal" pops into your socials, take a closer look before you buy. Here is why.

 Scammers often impersonate real companies on social media, offering what seems like an incredible deal for brand-name products at super low prices. But if you buy, you might not get what you ordered: you might get a knock-off...or nothing at all.

 To avoid these scams, walk away from ads that promise something expensive at bargain basement prices. But if you are still interested in the product and need to find out more:

 Research the seller outside the platform. Search the name of the seller plus words like "scam," "complaint," or "review." Use a search engine, though, not a social media site. See if others have had problems with that retailer.

 Compare prices. What does that product sell for other places? Is it ever that deeply discounted? If not, what are the chances this is a real deal? Slim to none.

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- Read the terms of the deal. Check out the seller's website to find out about warranties, return policies, shipping times, and cost? How will you contact the company if you have questions or a problem? If you cannot find this information, walk away.
- Pay by credit card. You get the most protection when you pay with a credit card. If you do not get what you ordered, dispute the charge.
- And never buy anything from online sellers who insist you only pay with gift cards, wire transfers, payment apps like Apple Pay, CashApp, PayPal, or Zelle, or cryptocurrency. That is a sign of a scam. Report it to the FTC at ReportFraud.ftc.gov.
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- Let's talk about spam texts and emails
- By Andrew Rayo, Consumer Education Specialist
- May 6, 2024
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- Another day, another round of spam texts and emails trying to sell you things. At best, spam is annoying. At worst, it is pushing scams or trying to install malware on your device. If you are tired of getting spam, there are some ways to help.
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- When scammers send spammy messages that seem legit (but are not), they are often trying to trick you into clicking links and giving them personal or financial information. Things like your passwords or bank account and Social Security numbers are valuable to scammers. With that access to your accounts, scammers could try to steal your money or your identity. Or both.
- •
- To help you cut down on spam and avoid scams:
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- Use filters. Your mobile phone probably has options to filter and block texts from unknown senders. Some wireless providers and call blocking apps can also help block unwanted messages. Many popular email providers (like Gmail) have strong spam filters turned on by default. But if any spam gets into your inbox, mark it as spam or junk.
- Protect your personal information. Before you enter personal information on a website, email, or text chain, stop. Ask yourself: Why do they need this information?

- And what is going to happen to it? Remember, too: never share your Social Security number with someone who reaches out to you.
- Unsubscribe from unwanted emails. Getting fewer unwanted emails helps you avoid clicking on links that can lead to a phishing attack.
- Report unwanted messages. Unwanted messages often lead to scams. Report them. Use your phone's "report junk" option or forward unwanted texts to 7726 (SPAM) and unwanted emails to your email provider.







Intro to DISC GOLF

Please RSVP below for the Beverly Hills Parks & Recreation "Intro to Disc Golf" event for all ages. Our friends at Disc Fam LLC will be on-site to teach and demonstrate the basics of disc golf. Even if you've never played a round on our 9-hole course at Beverly Park, this will be a great way to learn and add disc golf to your enjoyment of our beautiful park.



Date: Saturday, June 8, 2024

Time: 10:00 AM - 12:00 Noon

Location: Beverly Park, on the

south side of the Pavilion



PLEASE JOIN US!!

SmithGroup, a professional planning and design firm, will be leading the community in a discussion about the future of Beverly Park.

Our agenda includes a presentation of an assessment of existing park facilities and some preliminary ideas, and an opportunity for your input on how to improve the park.

When: Monday, June 10, 2024, from 6:30

PM to 8:00 PM

Where: Beverly Park Pavilion







SPECIAL GUESTS

JUNE 14, 2024 - THE HOOD
JULY 12, 2024 - NORTHGATE DRIVE
AUGUST 9, 2024 - CLIFF ERICKSON

FEATURING

FOOD TRUCKS ON SITE

BEVERLY PARK 18801 BEVERLY ROAD BEVERLY HILLS, MI 48025

