

City of Pleasant Ridge
23925 Woodward Avenue
Pleasant Ridge, Michigan 48069

**City Commission Meeting
July 12, 2016
Agenda**

Honorable Mayor, City Commissioners and Residents: This shall serve as your official notification of the Public Hearing and Regular City Commission Meeting to be held Tuesday, July 12, 2016, at 7:30 p.m., in the City Commission Chambers, 23925 Woodward Avenue, Pleasant Ridge, Michigan 48069. The following items are on the Agenda for your consideration:

REGULAR CITY COMMISSION MEETING – 7:30 P.M.

1. **Meeting Called to Order.**
2. **Pledge of Allegiance.**
3. **Roll Call.**
4. **PUBLIC DISCUSSION – items not on the Agenda.**
5. **Presentation by ACT (A Coalition for Transit).**
6. **Governmental Reports.**
7. **City Commission Liaison Reports.**
 - **Commissioner Scott – Historical Commission.**
 - **Commissioner Krzysiak – Recreation Commission.**
 - **Commissioner Foreman – Ferndale Public Schools.**
 - **Commissioner Perry – Planning/DDA, Committee Liaison.**
8. **Consideration of the following Consent Agenda.**

All items listed on the Consent Agenda are considered to be routine by the City Commission, will be enacted by one motion and approved by a roll call vote. There will be no separate discussion of these items unless a City Commissioner or visitor so requests, in which event, the item will be removed from the consent agenda and considered as the last item of business.

 - a. Minutes of the Regular City Commission Meeting held Tuesday, June 14, 2016.
 - b. Monthly Disbursement Report.
 - c. Renewal of IT Services/CLEMIS Agreement between the City of Pleasant Ridge and the County of Oakland.
9. **Gainsboro Play Structure Relocation Discussion.**
10. **City Manager's Report.**

11. **Other Business.**

12. **Adjournment.**

In the spirit of compliance with the Americans with Disabilities Act, individuals with a disability should feel free to contact the City at least seventy-two (72) hours in advance of the meeting, if requesting accommodations.



City of Pleasant Ridge

James Breuckman, City Manager

From: Jim Breuckman, City Manager
To: City Commission
Date: July 7, 2016
Re: A Coalition for Transit (ACT) Resolution

Overview

Attached is a resolution in support of ACT.

Background

The Regional Transit Authority (RTA) will have a millage proposal on the November ballot to fund regional transit projects. One of the projects is a bus rapid transit (BRT) project along Woodward connecting downtown Detroit and Pontiac and points in between.

ACT is a coalition that has been formed to promote passage of the millage to improve transportation along Woodward, Gratiot and Michigan Avenue.

Attached is a resolution that expresses support for the coalition and recognizes the need for reliable regional transportation.

Requested Action

Consideration of the attached resolution for approval.



City of Pleasant Ridge

23925 Woodward Avenue
Pleasant Ridge, MI 48069

Resolution in Support of A Coalition for Transit (ACT)

WHEREAS, Southeast Michigan's regional public transit system is severely underfunded compared to the rest of the country and is one of the worst regional transit systems in the country; and

WHEREAS, seniors and people with disabilities are underserved by an unreliable system that prevents them from safe and independent travel in the region; and

WHEREAS, Southeast Michigan is failing to secure billions in potential economic benefit, that studies show accompany regional transit investments; and

WHEREAS, a large majority of jobs in the region are not readily accessible by regional transit; and

WHEREAS, Southeast Michigan's four counties and two major population centers – Detroit and Ann Arbor – are not effectively connected by regional transit; and

WHEREAS, younger generations continue to look outside of Southeast Michigan to relocate to regions with effective, reliable regional transit; and

WHEREAS, regional transit must be strengthened and improved to make Southeast Michigan more competitive, which will help local communities attract more businesses and create local jobs; and

WHEREAS, Southeast Michigan cannot expect to compete economically with other major metropolitan areas without a modern, effective and reliable public transit system;

NOW, THEREFORE, BE IT RESOLVED, the City of Pleasant Ridge hereby expresses its support for A Coalition for Transit (ACT) and the need for a modern, reliable regional transportation system that connects Southeast Michigan's four counties. We urge our residents to support ACT and commit to help solving the problem of unreliable public transportation in Southeast Michigan.

In Witness Whereof, I, Kurt Metzger, Mayor of the City of Pleasant Ridge,
do hereby set my hand and affix the official Seal of the City on this 12th
day of July 2016, affirming the vote of the Pleasant Ridge City Commission.

Kurt Metzger, Mayor



*23925 Woodward Avenue
Pleasant Ridge, Michigan 48069*

Regular City Commission Meeting June 14, 2016

Having been duly publicized, Mayor Metzger called the meeting to order at 7:30 p.m.

Present: Commissioners Foreman, Krzysiak, Perry, Scott, Mayor Metzger.
Also Present: City Manager Breuckman, City Attorney Greg Need, Assistant City Manager Scott Pietrzak.
Absent: None .

Public Discussion

Ms. Gail Gerdan, 54 Ridge Road, representing the Environmental Committee, reported that on May 23rd an educational seminar on native Michigan plants was held; and on Saturday, June 4, a native plant sale was conducted with over a hundred people in attendance. A fall schedule for the Environmental Committee will be provided in the near future. June 20th to June 26th is National Pollinator Week. In order to protect the bee population, use organic products and avoid chemical pesticides in your gardens/yards; plant wild flowers and native plants; eat organic; and recommends “beyondpesticides.org” for helpful hints. Mayor Metzger read an email from Brenda Nolan commending the native plant sale.

Tom Trader, 11 Oakland Park, mentioned the Little Free Library fundraiser held on June 9th and the wonderful contacts that were made and ideas. Two more may possibly be added this summer. Bookmarks were presented to Mayor Metzger and Commissioner Krzysiak. Mr. Trader commended City Manager Breuckman and the Commissioners for how the budgets are presented for easy understanding.

Richard Burr, east-side resident, reported a rat problem in Pleasant Ridge, and inquired as to the City’s input. City Manager Breuckman reported that the City inspects and maintains the parks and public property. The only way to get rid of rats is to deny habitat. The City does have a code enforcement officer now and any complaints should be submitted to the City for follow-up.

Governmental Reports

Superintendent Blake Prewitt, Ferndale Schools, presented a PowerPoint on the “sinking fund” election coming up in August. Ferndale is no longer funded by property tax and \$7,900 is received per student from the state. Cuts have been made outside the classroom in order to stay within the budget. Ferndale does not have a capital outlay account to maintain the buildings like other districts. After the bond projects are complete this summer, there are no funds for building maintenance/repairs. Any funds would have to come from the classroom since about \$3 million

(10%) has already been cut from instructional support. A “sinking fund” is a limited property tax, considered a pay-as-you-go method for funding building maintenance and infrastructure projects. No debt or interest expense is incurred with a sinking fund. The tax is levied each year and the revenue generated from this levy is designated to building upgrades or repair. The sinking fund cannot be used for general fund expenditures. Ferndale as never utilized this in the past, but neighboring districts have for a number of years. The restructuring of the district closed three buildings gaining \$1.5 million in the sale of the buildings and reusing the items for existing buildings. It costs approximately \$1 million per year for building maintenance. Roofs and exteriors are in major need of repairs, including the athletic fields, and some interior maintenance projects. The ballot is August 2nd and 1.3 mills are being requested.

Chief Kevin Nowak, Pleasant Ridge Police Department, reported all is well in the City.

City Commissioner Liaison Reports

Commissioner Perry reported that the Planning Commission and the DDA did not meet in May due to the lack of a quorum. The next meeting in Monday, June 27th. Commissioner Perry reported that the Regional Transit Authority has rolled out its master transit plan for SE Michigan and propose a regional transit millage on the November ballot. Public meetings will be held locally for feedback: Monday, June 20th, 6:30-8:30 p.m., Costick Activities Center (Farmington Hills); Wednesday, June 22nd, 4:30-7:30 p.m., Berkley Community Center. The master plan is online at RTA.org. Mayor Metzger added that the business community will have to come out in support of this.

Commissioner Scott on behalf of the Historical Commission thanked the community for coming out to the Home & Garden Tour on June 4th. The next meeting will be held September 7th.

Commissioner Krzysiak reported that there was an informational meeting held on June 13th on the Gainsboro Park improvements which was well attended. City Manager Breuckman reported the contractor will be onsite starting June 15th through August 27th. The schedule and construction documents are available on the City’s Website. The tennis courts will start in September, followed by the playground for 5-12. The park will be closed during construction in order to speed up the project.

Commissioner Foreman reported that the last day of school is a half day Friday, June 17th.

Consent Agenda

16-3263

Motion by Commissioner Perry, second by Commissioner Scott, that the Consent Agenda be approved, as recommended, with item 7(g) removed.

Adopted: Yeas: Commissioner Perry, Scott, Foreman, Krzysiak, Mayor Metzger
 Nays: None.

2015-2016 Budget Amendments

City Manager Breuckman explained that this is the final budget appropriation to close out 2015-2016 Budget, as follows: (1) Recognizing \$46,000 of additional revenue from dividends paid to the City from the MMRMA's loss pool fund; (2) A transfer out of \$70,500 from the general fund. This includes a \$500 transfer to the debt service fund to cover a part of the final loan installment payment on the DPW pole barn building. The remaining \$70,000 transfer will go to the capital improvements fund to cover expenses which were budgeted for this year, but which may not be paid until the next budget year.

16-3264

Motion by Commissioner Foreman, second by Commissioner Scott, that the 2015-2016 Budget Amendments be approved, as listed.

Adopted: Yeas: Commissioner Foreman, Scott, Krzysiak, Perry, Mayor Metzger
Nays: None.

2016-2017 Utility Bill Rates: (a) Proposed Fiscal Year 2016-2017 Water and Sewer Rates; (b) Proposed Fiscal Year 2016 Industrial Waste Control Rate

City Manager Breuckman presented a PowerPoint highlighting the proposed utility rates as follows: Ready-to-serve charge \$29.50 per bill; combined usage rate \$71.47; garbage pickup fee \$16.77 per bill; ERU Storm Water fee \$45.12 per ERU per bill. Commissioner Foreman added that the City's fiscal year starts on July 1 and runs until June 30 of the next calendar year. A bill for May and June water usage and garbage pickup under the current rates in effect for the 2015-16 fiscal year will be mailed in July. This bill will be due in late August. The bill for July and August water usage will be the first bill using the new rates and will be sent to residents in late September and due in late October. Breuckman also added that a letter will be sent out to the residents explaining the ERU rates.

16-3265

Motion by Commissioner Perry, second by Commissioner Foreman, that the proposed 2016-2017 Utility Bill Rates be adopted, as recommended.

Adopted: Yeas: Commissioner Perry, Foreman, Krzysiak, Scott, Mayor Metzger
Nays: None.

City Manager Breuckman explained that Industrial Waste Control charges that are given to the City from the Great Lakes Water Authority.

16-3266

Motion by Commissioner Foreman, second by Commissioner Scott, that the proposed 2016 Industrial Waste Control rates be adopted and effective July 1, 2016, as recommended.

Adopted: Yeas: Commissioner Foreman, Scott, Krzysiak, Perry, Mayor Metzger
Nays: None.

Fiscal Year 2016-2017 Combined City Budget and 2016-2017 Millage Rates

City Manager Breuckman presented a PowerPoint highlighting the budget process. The millage rates have a rollback factor of 0.9737 and this is the largest rollback in Oakland County. Revenue growth is of 0.3-percent. Assessed value growth is of 10-percent. The budget is now for 3 years in order to plan for future expenditures. General fund revenue is increasing by \$7,600.00 in 2016-2017, and expenditures are increasing by \$20,000.00 due to personnel costs and a new police car. Pension costs and healthcare costs are always a challenge. The budget is available on the City's Website. Commissioner Foreman appreciates the sensible arrangement of the documents to make for an easy read, especially on the millage and grants. Commissioner Krzysiak echoed the comments, and added that it defines how the millages are dedicated. Mayor Metzger added that there are many pieces in the media that explain how cities are suffering with funding cuts, and that he appreciates all the work that is happening in Pleasant Ridge.

Mayor Metzger opened the public hearing at 8:44 p.m.

With not comments or discussion, Mayor Metzger closed the public hearing at 8:45 p.m.

Commissioner Krzysiak inquired about a grant opportunity for the covered pavilion at the park, and funding for a small play area near the baseball diamonds. City Manager Breuckman responded that it has hard to predict what will happen with the Gainsboro construction project at this point, but can reevaluate it at the end of the year to see where the budget stands. The City has applied for the pavilion grant and will hear about that in December. The projects mentioned are actually slated for phases two and three.

16-3267

Motion by Commissioner Foreman, second by Commissioner Scott, that the 2016-2017 Combined City Budgets be approved and that the Budget Resolution be adopted, including the levying of 13.6238 mills for the General Fund Operating, 2.8472 mills for Infrastructure Improvements, 1.6260 mills for Solid Waste and Disposal, 0.3481 for Publicity, 0.3763 mills for Library Services, 1.2074 mills for Community Center Complex Operations, 1.2122 mils for Community Center Complex Debt Service, and 0.7190 for Park Improvement, be approved, as recommended.

Adopted: Yeas: Commissioner Foreman, Scott, Krzysiak, Perry, Mayor Metzger
Nays: None.

Resolution regarding the concept of increasing the use of energy efficiency and renewable energy.

Commissioner Foreman would like more information for the residents to understand what this item is all about. City Manager Breuckman explained that the energy plan is being developed as part of a grant awarded to the City through the Southeast Michigan Regional Energy Office (SEMREO). The city's match for the grant is being provided through staff time and the cost of the increased insulation that the City installed as part of the Community Center roof replacement project this past spring. SEMREO has partnered with EcoWorks Michigan to conduct the work associated with the grant. One of EcoWorks' tasks is to prepare Community Energy Strategic Plans for each of the participating communities. EcoWorks is using an energy plan template provided by the Federal Government, and one of the things that they have requested of the City is a resolution in support of the creation of the plan. Creation of the plan will have no direct cost to the City, and will provide a

resource for us as we seek to continually improve our energy efficiency and use of renewable energy where feasible.

16-3268

Motion by Commissioner Foreman, second by Commissioner Perry, that the resolution regarding the concept of increasing the use of energy efficiency and renewable energy be adopted, as recommended.

Adopted: Yeas: Commissioner Foreman, Perry, Krzysiak, Scott, Mayor Metzger
Nays: None.

Other Business

Commissioner Krzysiak mentioned that there has been discussion about the surfacing at the 5-12 area, which is a huge investment of the project, and is looking for input from the Commission. City Manager Breuckman added that \$150,000.00 is allocated for the entire project and that it may be premature at this time to discuss. Commissioner Foreman mentioned that this was discussed at a workshop and mulch was agreed to at that time. Mayor Metzger believes that the subcommittee appointed from the Recreation Department should oversee this process. Commissioner Scott believes that this is a decision that should be made by the Recreation Commission. Commissioner Perry added that the poured-in-place surface is more accommodating to those with special needs. Assistant City Manager Pietrzak added that engineered wood fiber chips are used for playground surfaces and is not your basic wood chips. Wood fiber chips only last 2-3 years and need to be replaced. Commissioner Foreman mentioned that he is not comfortable with the subcommittee making major changes on the play area over and above what has already been agreed upon at the workshop. Breuckman added that the Recreation Committee has a meeting July 13th and a special meeting will have to be held within a week in order to meet the window of getting the equipment ordered and installed. The risk of having the City Commission review the decision of the Recreation Commission could have the project put on hold until next year if the City Commission does not agree with all the elements.

Motion by Commissioner Krzysiak, second by Commissioner Scott, that a special meeting of the City Commission be held following the July 13th Recreation Commission's meeting to approve the 5-12 play area project.

Adopted: Yeas: Commissioner Krzysiak
Nays: Scott, Foreman, Perry, Mayor Metzger

Commissioner Krzysiak mentioned that Gainsboro Park construction is starting and the existing play structure has been disassembled for possible future use. Krzysiak thanked the volunteers for their help.

Commissioner Krzysiak reported that the next book for the Book Club will be "The Elegance of the Hedgehog" by Muriel Barbery on June 27th, 7:00 p.m., Hessel Park.

Commissioner Perry reported that on Wednesday, June 29th, is the Fifth Annual Sunflower Gardens and Trees Woodward event. Donations assist the landscape, and \$75.00 will allow you to attend a wine and cheese reception; woodwardavenue.org from more information.

Mayor Metzger mentioned that the pool is at full open schedule and Pietrzak added that lessons are started. Commissioner Perry inquired if there will be any adult swims and Pietrzak will look into scheduling.

With no further business or discussion, Mayor Metzger adjourned the meeting at 9:47 p.m.

Mayor Kurt Metzger

Amy M. Drealan, City Clerk
/mat

JUNE 2016

ACCOUNTS PAYABLE

PAYROLL LIABILITIES	\$	6,144.77
ACCOUNTS PAYABLE	\$	468,513.33
TOTAL	\$	474,658.10

PAYROLL

June 8, 2016	\$	42,904.71
June 22, 2016	\$	38,025.70
TOTAL	\$	80,930.41

CHECK REGISTER FOR CITY OF PLEASANT RIDGE
PAYROLL LIABILITIES
June 2016

Check Date	Check	Vendor Name	Description	Amount
6/8/2016	1628	MIFOP	UNION DUES-June 2016	\$ 188.00
6/8/2016	1629	MISDU	FOC DEDUCTIONS	\$ 224.60
6/8/2016	1630	M&T BANK-ICMA - 401a	RETIRMENT CONTRIBUTIONS	\$ 1,103.14
6/8/2016	1631	ICMA RETIREMENT TRUST - 457	RETIRMENT CONTRIBUTIONS	\$ 1,823.76
6/22/2016	1643	MISDU	FOC DEDUCTIONS	\$ 224.60
6/22/2016	1644	M&T BANK-ICMA - 401a	RETIRMENT CONTRIBUTIONS	\$ 988.14
6/22/2016	1645	ICMA RETIREMENT TRUST - 457	RETIRMENT CONTRIBUTIONS	\$ 1,592.53
TOTAL PAYROLL LIABILITIES				<u>\$ 6,144.77</u>

CITY OF PLEASANT RIDGE CHECK REGISTER
ACCOUNTS PAYABLE
JUNE 2016

Check Date	Check	Vendor Name	Description	Amount
06/02/2016	20396	BRENT CLOVER	HOME AND GARDEN TOUR GIFT	440.00
06/16/2016	20397	21ST CENTURY MEDIA-MICHIGAN	PRINTING OF LEGAL ADDS	2,373.47
06/16/2016	20398	ACCUSHRED, LLC	CITY SHREADDING SERVICES	55.00
06/16/2016	20399	ADKISON, NEED & ALLEN P.L.L.C.	GENERAL MATTERS	224.76
06/16/2016	20400	ANDERSON, ECKSTEIN & WESTRICK	CITY WIDE PAVEMENT PATCHING PROGRAM	1,814.25
06/16/2016	20401	ARROW UNIFORM RENTAL	MAT RENTALS AND JANITORIAL SUPPLIES	501.28
06/16/2016	20402	BOSTON MUTUAL LIFE INS. CO.-G	HEALTH CARE BENEFITS	170.50
06/16/2016	20403	BRILAR	DPW CONTRACTED SERVICES	16,499.22
06/16/2016	20404	CARLA KRZYSIAK	YOGA CLASSES	752.00
06/16/2016	20405	CAROLE ZUPAN	2016 HOME AND GARDEN TOUR SUPPLIES	527.44
06/16/2016	20406	CITY OF BERKLEY	MAY PRISONER BOARD	3,424.61
06/16/2016	20407	CITY OF FERNDALE	FIRE CONTRACT PAYMENT	42,763.44
06/16/2016	20408	CITY OF HUNTINGTON WOODS	LIBRARY SERVICES AGGREETMENT	40,647.00
06/16/2016	20409	CITY OF PLEASANT RIDGE-GENERAL	CITY UTILITY SERVICES - WATER/SEWER	6,722.59
06/16/2016	20410	CITY OF ROYAL OAK	WATER AND SEWER MAINTENANCE MAY 2016	855.26
06/16/2016	20411	COMMUNITY MEDIA NETWORK	COMMISSION MEETING RECORDINGS	200.00
06/16/2016	20412	CONSUMERS ENERGY	CITY UTILITY SERVICES	2,179.15
06/16/2016	20413	CREATIVE AWARDS	YOUTH SOCCER TROPHIES	90.83
06/16/2016	20414	DETROIT EDISON COMPANY	COMMUNITY LIGHTING	8,670.27
06/16/2016	20415	DETROIT EDISON COMPANY	UNDERGROUND WORK FOR PARK	4,012.81
06/16/2016	20416	EGT GROUP, INC	HISTORICAL HOME AND GARDEN BOOK	1,240.43
06/16/2016	20417	EUGENE LUMBERG	CITY ATTORNEY SERVICES	531.25
06/16/2016	20418	GIFELS WEBSTER	WOODWARD ROAD DIET	1,500.00
06/16/2016	20419	GREAT AMERICA	TELEPHONE SERVICES	433.00
06/16/2016	20420	GREAT LAKES WATER AUTHORITY	IWC CHARGES	418.00
06/16/2016	20421	J & J AUTO TRUCK CENTER	POLICE CAR REPAIRS	1,241.00
06/16/2016	20422	JAMES KOPPEN	HOME AND GARDEN TOUR SUPPLIES	121.86
06/16/2016	20423	JANI-KING OF MICHIGAN, INC	JANITORIAL CLEANING AND SUPPLIES	2,161.00
06/16/2016	20424	KELLY GERSEY	MAKE AND TAKE KITS	80.00
06/16/2016	20425	KENNETH BORYCZ	MECHANICAL INSPECTOR SERIVCES	397.50
06/16/2016	20426	MAT COURT RECORDING AND COURT SRVS	CITY COMMISSION MEETING MINUTES	100.00
06/16/2016	20427	MATTHEW BENDER & CO., INC	LEXIS NEXIS	44.44
06/16/2016	20428	MICHELLE O'BRIEN	YOGA CLASSES	80.00
06/16/2016	20429	MICHIGAN ASSOCIATION OF PLANNI	MEMBERSHIP RENEWAL	650.00
06/16/2016	20430	MOM2MOMLIST.COM	MOM 2 MOM SALE	23.00
06/16/2016	20431	NATIONWIDE CONSTRUCTION GROUP	BASEBALL BENCHES/PARK IMPROVEMENT	13,806.00
06/16/2016	20432	NYE UNIFORM	POLICE DEPARTMENT SUPPLIES	39.50
06/16/2016	20433	O.P. AQUATICS	POOL CHEMICALS	2,344.59
06/16/2016	20434	OAKLAND COUNTY TREASURER	GWKDD-SEWAGE TREATMENT FOR MONTH OF M	65,193.42
06/16/2016	20435	PAM KAMPF	PILATES CLASS	400.00
06/16/2016	20436	PETER HUNT	REPLACEMENT OF CHECK #1674001440	59.90
06/16/2016	20437	PLANTE & MORAN PLLC	ACCOUNTING SERVICES	5,339.00
06/16/2016	20438	ROBERT RIED	POLICE CONFERENCE REIMBURSEMENT	334.17
06/16/2016	20439	ROCKET ENTERPRISE, INC	CITY FLAG RENEWAL SERVICES	290.00
06/16/2016	20440	ROYAL OAK FORD	POLICE CAR REPAIRS	1,003.79
06/16/2016	20441	SAFEBUILT	CODE ENFORCEMENT SERVICES	660.00
06/16/2016	20442	SCHEER'S ACE HARDWARE	BUILDING MAINTENANCE SUPPLIES	37.34
06/16/2016	20443	SERVPR OF OAK PARK	CARPET CLEANING	332.37
06/16/2016	20444	SHAWN HERMIZ	DEPOSIT RETURN	100.00
06/16/2016	20445	SIGNTEXT	WOODWARD BANNERS	6,550.00
06/16/2016	20446	SOUTHEASTERN OAKLAND COUNTY	REFUSE, RECYCLABLES, YARD WASTE	7,396.00
06/16/2016	20447	SOUTHEASTERN OAKLAND COUNTY	WATER SERVICE FROM 4/30 TO 5/31	16,460.60
06/16/2016	20448	THE ENERGY ALLIANCE GROUP MICHIGAN	BUILDING MAINTENANCE	12,879.50
06/16/2016	20449	TOSHIBA FINANCIAL SERVICES	COPIER LEASE	1,046.41
06/16/2016	20450	TRAFFIC IMPROVEMENT ASSOC. OF	MEMBERSHIP RENEWAL	800.00
06/16/2016	20451	USZTAN CONSTRUCTION	99 KENSINGTON DEMOLITION	15,840.00
06/16/2016	20452	VERIZON	WIRELESS SERVICES	55.08
06/16/2016	20453	WEB MATTERS BY KRISTIE	MONTHLY WEBSITE HOSTING	24.95
06/16/2016	20454	WETMORE TIRE AND AUTO	POLICE VEHICLE REPAIRS	20.00
06/16/2016	20455	WEX BANK	FUEL PURCHASES FOR POLICE CARS	944.19
06/30/2016	20456	21ST CENTURY MEDIA-MICHIGAN	PRINTING OF LEGAL ADS	971.54
06/30/2016	20457	ADVANCED MARKETING PARTNERS, I	PRINTING OF TAX BILLS	600.10
06/30/2016	20458	AQUATIC SOURCE	POOL MAINTENANCE SUPPLIES	302.63
06/30/2016	20459	ARROW UNIFORM RENTAL	MAT RENTALS AND JANITORIAL SUPPLIES	507.29
06/30/2016	20460	CITY OF BERKLEY	JUNE DISPATCH SERVICES	3,349.61
06/30/2016	20461	CITY OF PLEASANT RIDGE-GENERAL	CITY OF PLEASANT RIDGE SPRINKLERS	13,557.54
06/30/2016	20462	EUGENE LUMBERG	CITY ATTORNEY SERVICES	1,437.50
06/30/2016	20463	FERNDALE YOUTH ASSISTANCE	ANNUAL CONTRIBUTION	1,000.00
06/30/2016	20464	GREAT LAKES WATER AUTHORITY	WATER PURCHASES	418.00
06/30/2016	20465	J & J AUTO TRUCK CENTER	POLICE CAR MAINTENANCE	756.67

06/30/2016	20466	JOYCE GEHRINGER	DEPOSIT RETURN FROM ROOM RENTAL	100.00
06/30/2016	20467	KENNETH BORYCZ	MECHANICAL INSPECTOR SERVICES	731.25
06/30/2016	20468	LEGAL SHIELD	PREPAID LEGAL SERVICES	25.90
06/30/2016	20469	MELANIE SEVALD	CSF CLASS JUNE 2016	440.00
06/30/2016	20470	MICHELLE DELACOURT	SUMMER RIDGER	320.00
06/30/2016	20471	O.P. AQUATICS	POOL CHEMICALS AND SUPPLIES	1,270.48
06/30/2016	20472	OAKLAND COUNTY TREASURER	POLICE DEPARTMENT SUPPLIES	54.00
06/30/2016	20473	OAKLAND SCHOOLS	PRINTING OF WATER BILLS	609.69
06/30/2016	20474	PLANTE & MORAN PLLC	PROFESIONAL SERVICES	1,000.00
06/30/2016	20475	SIR SPEEDY	BUILDING DEPARTMENT SUPPLIES	67.43
06/30/2016	20476	SOLTMAN HEATING & COOLING	BUILDING MAINTENANCE SUPPLIES	89.00
06/30/2016	20477	SOUTHEASTERN OAKLAND COUNTY	REFUSE, RECYLCABLES, YARD WASTE	15,020.34
06/30/2016	20478	SOUTHEASTERN OAKLAND COUNTY	WATER PURCHASES FROM 5/31 TO 6/30	26,260.26
06/30/2016	20479	TOSHIBA FINANCIAL SERVICES	COPIER LEASE	2,188.53
06/30/2016	20480	TRAFFICALM SYSTEMS	TRAFFIC CONTROL SUPPLIES	3,326.96
06/30/2016	20481	VERIZON	WIRELESS SERVICES	115.16
06/30/2016	20482	VICTORIA DICKINSON	SIT AND GET FIT CLASS AND WATER AEROBICS	1,032.00
06/30/2016	20483	WOLVERINE POWER SYSTEMS	BUILDING MAINTENACE	195.72

Total for June 2016

\$ 369,649.77



Pleasant Ridge Police Department

23925 Woodward Avenue
Pleasant Ridge, Michigan 48069
Office (248) 541-2900
Fax (248) 291-5569

Kevin G. Nowak
Chief of Police

MEMORANDUM

To: City Clerk Amy Drealan
From: Chief Kevin Nowak
Re: IT/Clemis Agreement
Date: July 6, 2016

Please place the IT/Clemis agreement on the July agenda for the City Commission meeting for review and approval. This is an annual event that occurs and is required for execution. Thank you for your attention to this matter.

**AGREEMENT FOR I.T. SERVICES BETWEEN
OAKLAND COUNTY AND
City of Pleasant Ridge**

This Agreement (the "Agreement") is made between Oakland County, a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and the City of Pleasant Ridge, 23925 Woodward Ave, Pleasant Ridge, MI 48069 ("Public Body"). County and Public Body may also be referred to jointly as "Parties".

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

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

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows.
 - 1.1. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, Exhibit and attachment.
 - 1.2. **Claims** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against County or Public Body, or for which County or Public Body may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
 - 1.3. **County** means Oakland County, a Municipal and Constitutional Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.
 - 1.4. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
 - 1.5. **Public Body** means the City of Pleasant Ridge, 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.
 - 1.6. **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.

- 1.7. **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.
- 1.8. **I.T. Services** means the following individual I.T. Services provided by County's Department of Information Technology, if applicable:
 - 1.8.1. **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.
 - 1.8.2. **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).
 - 1.8.3. **Web Publishing Suite** means the ability for Public Bodies to have and/or manage a public web presence using standard Oakland County technologies and platforms, template-based solutions, semi-custom website designs, content management, and/or support services.
 - 1.8.4. **Internet Service** means access to the Internet from Public Body's workstations.
Access from the Internet to Public Body's applications, whether at County or at Public Body (hosting), is not included.
 - 1.8.5. **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.
 - 1.8.6. **Reserved**
 - 1.8.7. **Health Portal** means a portal where registered schools, community dispensing sites, nurses, district administrators and doctors can effectively communicate with the health department regarding reportable communicable diseases.
 - 1.8.8. **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.
 - 1.8.9. **Data Center Use and Services** means providing space for Public Body's equipment in County's Data Center and access to electrical power and backup power.
 - 1.8.10. **CLEMIS** means the Court and Law Enforcement Management Information System, an information management system comprised of specific software

applications (CLEMIS Applications) operated and maintained by the CLEMIS Division of County.

- 1.9. **Service Center** means the location of technical support and information provided by County's Department of Information Technology.
- 1.10. **Exhibits** mean the following descriptions of I.T. Services which are governed by this Agreement only if they are attached to this Agreement and incorporated in Section 2 or added at a later date by a formal amendment to this Agreement:

Exhibit I: Online Payments
Exhibit II: Pay Local Taxes
Exhibit III: Web Publishing Suite
Exhibit IV: Internet Service
Exhibit V: Oaknet Connectivity
Exhibit VI: **Reserved**
Exhibit VII: Health Portal
Exhibit VIII: Over The Counter Payments
Exhibit IX: Data Center Use and Services
Exhibit X: CLEMIS

2. **COUNTY RESPONSIBILITIES.**

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

- 2.4.1. County will perform daily backups of all I.T. Services except for the I.T. Services described in Exhibit IX Data Center Use and Services. Copies of scheduled backups will be placed offsite for disaster recovery purposes.
- 2.4.2. County will maintain a Disaster Recovery ("DR") Toolkit that will be used to recover applications during a disaster or failure of County's computer system. All applications will be included in County's scheduled Disaster Recovery Test. DR Toolkit updates will be made by County as necessary.
- 2.5. **Auditing.** County may conduct scheduled and unscheduled audits or scans to ensure the integrity of County's data and County's compliance with Federal, State and local laws and industry standards, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) and Payment Card Industry Data Security Standard (PCI DSS.)
 - 2.5.1. In order to limit possibility of data theft and scope of audit requirements, County will not store credit card account numbers. County is only responsible for credit card data only during the time of transmission to payment processor.
- 2.6. **Training and Information Resources.** County may provide training on use of the I.T. Services on an as-needed basis or as set forth in an Exhibit to this Agreement.
- 2.7. **Service Center.** I.T. Service incidents requiring assistance must be reported to the Service Center, by the Points of Contact, to the phone number or e-mail 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

- 2.8. County may access, use and disclose transaction information and any content to comply with the law such as a subpoena, Court Order or Freedom of Information Act request. County shall first refer all such requests for information to Public Body's Points of Contact for their response within the required time frame. County shall provide assistance for the response if requested by the Public Body's Points of Contact, and if able to access the requested information. County shall not distribute Public Body's data to other entities for reasons other than in response to legal process.
- 2.9. I.T. service providers require County to pass through to Public Body certain terms and conditions contained in license agreements, service agreements, acceptable use policies and similar terms of service, in order to provide I. T. Services to Public Body. Links to these terms and conditions will be provided to Public Body and will be listed on the County's website. County will provide notice when it becomes aware of changes to the terms and conditions of these agreements.

3. **PUBLIC BODY RESPONSIBILITIES.**

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

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

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

4. **DURATION OF INTERLOCAL AGREEMENT.**

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

5. **PAYMENTS.**

- 5.1. I.T. Services shall be provided to Public Body at the rates specified in the Exhibits, if applicable.

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

6. ASSURANCES.

- 6.1. Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.
- 6.2. Except as provided for in Section 5.6, in any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.
- 6.3. Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.

- 6.4. Public Body shall be solely responsible for all costs, fines and fees associated with any misuse by its Public Body Employees of the I.T. Services provided herein.
- 6.5. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.
- 6.6. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.
- 6.7. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.

7. **DISCLAIMER OR WARRANTIES.**

- 7.1. 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.
- 7.2. 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.
- 7.3. 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.

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

9. **DISPUTE RESOLUTION.** All disputes relating to the execution, interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties may first be submitted to County's Director of Information Technology and Public Body's Agreement Administrator for possible resolution. County's Director of Information Technology and Public Body's Agreement Administrator may promptly meet and confer in an effort to resolve such dispute. If they cannot resolve the dispute in five (5) business days, the dispute may be submitted to the signatories of this Agreement or their successors in office. The signatories of this Agreement may meet promptly and confer in an effort to resolve such dispute.

10. **TERMINATION OR CANCELLATION OF AGREEMENT.**

- 10.1. 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.
- 10.2. Early termination fees may apply to Public Body if provided for in the Exhibits.
- 10.3. The effective date of termination and/or cancellation shall be clearly stated in the written notice. Either the County Executive or the Board of Commissioners is authorized to

terminate this Agreement for County under this provision. A termination of one or more of the Exhibits which does not constitute a termination of the entire Agreement may be accepted on behalf of County by its Director of Information Technology.

11. **SUSPENSION OF SERVICES.** County, through its Director of Information Technology, may immediately suspend I.T. Services for any of the following reasons: (i) requests by law enforcement or other governmental agencies; (ii) engagement by Public Body in fraudulent or illegal activities relating to the I.T. Services provided herein; (iii) breach of the terms and conditions of this Agreement; or (iv) unexpected technical or security issues. The right to suspend I.T. Services is in addition to the right to terminate or cancel this Agreement according to the provisions in Section 10. County shall not incur any penalty, expense or liability if I.T. Services are suspended under this Section.
12. **DELEGATION OR ASSIGNMENT.** Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.
13. **NO EMPLOYEE-EMPLOYER RELATIONSHIP.** Nothing in this Agreement shall be construed as creating an employee-employer relationship between County and Public Body.
14. **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.
15. **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.
16. **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.
17. **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.
18. **CAPTIONS.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
19. **FORCE MAJEURE.** Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, national emergencies, insurrections, riots, wars,

strikes, lockouts, work stoppages, other labor difficulties, or any law, order, regulation, direction, action, or request of the United States government or of any other government. Reasonable notice shall be given to the affected Party of any such event.

20. **NOTICES.** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.
 - 20.1. If Notice is sent to County, it shall be addressed and sent to: Director, Oakland County Department of Information Technology, 1200 North Telegraph Road, Pontiac, Michigan, 48341, and the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341.
 - 20.2. If Notice is sent to Public Body, it shall be addressed to: Chief Kevin Nowak, City of Pleasant Ridge, 23925 Woodward Ave Pleasant Ridge, MI 48069.
 - 20.3. 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.
21. **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.
22. **ENTIRE AGREEMENT.**
 - 22.1. 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.
 - 22.2. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, Kurt Metzger hereby acknowledges that he/she has been authorized by a resolution of the City of Pleasant Ridge, 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: _____

Kurt Metzger,
Mayor

DATE: _____

WITNESSED: _____

DATE: _____

AGREEMENT

ADMINISTRATOR: _____

DATE: _____

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

EXECUTED: _____

Michael J. Gingell, Chairperson
Oakland County Board of Commissioners

DATE: _____

WITNESSED: _____

Oakland County Board of Commissioners
County of Oakland

DATE: _____

EXHIBIT I
I.T. SERVICES AGREEMENT
ONLINE PAYMENTS

INTRODUCTION

- 1) County will provide an I.T. Service where the general public can make payments for any type of fees or costs; i.e. pay property taxes, licenses, permits or traffic tickets by means of a credit card or electronic check, utilizing the Internet.
- 2) Fees for the I.T. Service are described in Table 2, Support Costs.
- 3) Public Body will be responsible for placing the URL provided by County onto their website for this service.
- 4) If requested by Public Body, County will provide a single public web page that will reside on County server(s) and include basic information with links to the I.T. Service for Online Payments. County will not provide content management. County will provide basic design template customization (header and colors) and minimal content (basic contact information). URLs will have a G2Gcloud.com domain name. County has sole discretion as to what may be placed on this one page website.
- 5) Public Body will include the URL in printed or electronic communications to the general public regarding this service.
- 6) Public Body shall respond to all questions from the general public regarding payments. County shall refer questions regarding the amount of payment due or owing to Public Body.
- 7) County will provide Public Body with access to a password protected web site where Public Body can issue credits and view daily, weekly, and monthly transaction activity of payments processed through this I.T. Service.
- 8) The general public shall be required to pay County an Enhanced Access Fee to use this I.T. Service. County will use Enhanced Access Fees to recover costs associated with this I.T. Service.
- 9) The Enhanced Access Fee charged to the general public shall be an amount established by County Board of Commissioners (MISCELLANEOUS RESOLUTION #07121, County Board of Commissioner Minutes, May 24, 2007, p. 246) or as revised by County Board of Commissioners.
- 10) The person making the payment will authorize two transactions: (1) one transaction for payment of monies owed to Public Body and (2) one transaction for payment of the Enhanced Access Fee. The payment to Public Body will be deposited in Public Body's designated account. The funds for the Enhanced Access Fee will be deposited into an account owned by County.

SUPPORT

The I.T. Service will be supported by County's Information Technology (I.T.) Department. Public Body will designate two representatives to act as a primary and secondary Points of Contact with County.

SUPPORT SERVICES

Support services to be provided by County will include:

Service Access

Access to the I.T. Service is via an internet browser. The URL for the general public to initiate the Online Payments service will be provided by County.

The URL for Public Body to view activity reports and to perform all administrative functions and for the general public to maintain recurring payments will be provided by County.

SUPPORT PROCEDURES

Points of Contact should use the following procedures to report a service support incident.

Service Center. I.T. Service incidents requiring assistance must be reported to the Service Center, by the Points of Contact, to the phone number or e-mail provided below. The Service Center is staffed to provide support during County's normal business hours of 8:30 a.m. EST 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.

Table 1: Service Center Information

Service Center Phone Number	248-858-8812
Service Center Email Address	servicecenter@oakgov.com

SERVICE AND SUPPORT COSTS

There is no cost to Public Body for this service.

SHARING OF NET ENHANCED ACCESS FEES

Public Body will receive 50% of Net Enhanced Access Fees collected from Online Payments , Over The Counter Payments and/or Pay Local Taxes. For purposes of Sharing Net Enhanced Access Fees, if the Public Body that entered into this Agreement is a Court, any Net Enhanced Access Fees that can be shared will be directed to and deposited with the Court's Funding Unit or Units. Payments will be made quarterly based on the County's fiscal year of October 1 through September 30. Net Enhanced Access Fees is defined as follows:

- County will deduct a percentage from Public Body's gross Enhanced Access Fees to cover transactional fees. The percentage will be recalculated every fiscal year due to changes in County's costs incurred. County shall list the percentage of Enhanced Access Fee used to calculate transactional fees on the www.G2Gcloud.com website.
- After transactional fees have been deducted, County will deduct an annual \$900 account maintenance fee from the remainder of gross Enhanced Access Fees to determine the Net Enhanced Access Fees. If no funds remain after the County deducts the transactional fee and the annual account maintenance fee, Public Body will not be entitled to any sharing of fees. If the calculation for Net Enhanced Access Fee produces a negative number, Public Body will not be responsible for the difference.

To illustrate:

\$5,000	Gross Enhanced Access Fees Collected
<u>x 43%</u>	County's Cost for Transactional Fees
- <u>\$2150</u>	Transactional Fees Deducted from Gross Enhanced Access Fees
\$2850	Gross Enhanced Access Fees Remaining
- <u>\$900</u>	Account Maintenance Fee Deducted
\$1950	Total Net Enhanced Access Fees
<u>x50%</u>	50% Shared Back with Public Body
\$975	Fees Shared Back with Public Body

ACCESS TO SERVICE

Public Body will provide access to this I.T. Service for the general public via the URL provided by County on the web site owned by Public Body.

PROVISION AND MAINTENANCE OF DATA

Public Body must use the same credit card and check processing entities used by County. The names and contact information for these entities shall be provided by County. County shall notify Public Body in advance of any changes to the third party entities.

Public Body shall provide County with all necessary bank account and routing numbers to give effect to this Agreement.

LICENSED 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 cannot be provided to any other party without County's consent in writing.

EXHIBIT II
I.T. SERVICES AGREEMENT
PAY LOCAL TAXES

INTRODUCTION

- 1) County will provide an I.T. service where the general public can pay government taxes by credit card or electronic check via the Internet.
- 2) County will provide a telephone number where the general public can pay for government taxes by means of a credit card or electronic check.
- 3) When tax payments are made to Public Body through this I.T. Service, County will post the payment without Public Body entering the data separately.
- 4) County shall provide a telephone number for the general public to call with questions regarding the payment procedure. County shall refer all questions regarding the amount of payment due to Public Body.
- 5) County will provide Public Body with access to a password protected web site where Public Body can issue credits as required and can view daily, weekly, and monthly transaction activity of payments.
- 6) The general public shall be required to pay an Enhanced Access Fee to use this I.T. Service.
- 7) The Enhanced Access Fee charged to the general public shall be an amount established by County Board of Commissioners (MISCELLANEOUS RESOLUTION #07121, County Board of Commissioner Minutes, May 24, 2007, p. 246) or as revised by County Board of Commissioners.
- 8) The person making a payment will authorize two transactions: (1) one transaction for payment of monies owed to Public Body and (2) one transaction for payment of the Enhanced Access Fee. The payment to Public Body will be deposited in Public Body's designated account. The Enhanced Access Fee will be deposited into an account owned by County.
- 9) The Enhanced Access Fee shall belong to County to recover costs associated with this I.T. Service.

PAY LOCAL TAXES EXHIBIT II

SUPPORT

This I.T. Service will be supported by County's Information Technology Department. Public Body will designate two representatives to act as a primary and secondary Points of Contact with County.

SUPPORT SERVICES

County support service will include:

SERVICE ACCESS

Access to the I.T. Service will be via an internet browser. The URL for Public Body to view activity reports and to perform all administrative functions will be provided by County.

The URL to initiate the I.T. Service is:

<https://www.PayLocalTaxes.com>

SUPPORT PROCEDURES

Points of Contact should use the following procedures to report a service support incident.

Service Center. I.T. Service incidents requiring assistance must be reported to the Service Center, by the Points of Contact, to the phone number or e-mail provided below. The Service Center is staffed to provide support during County's normal business hours of 8:30 a.m. EST 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

PAY LOCAL TAXES EXHIBIT II

SERVICE AND SUPPORT COSTS

There is no cost to Public Body for this service.

SHARING OF NET ENHANCED ACCESS FEES

Public Body will receive 50% of the Net Enhanced Access Fees collected from Online Payments, Over the Counter Payments and/or Pay Local Taxes. Payments will be made quarterly based on the County's fiscal year of October 1 through September 30. Net Enhanced Access Fees is defined as follows:

- County will deduct a percentage from Public Body's gross Enhanced Access Fees to cover transactional fees. The percentage will be recalculated every fiscal year due to changes in County's costs incurred. County shall list the percentage of Enhanced Access Fee used to calculate transactional fees on the www.G2Gcloud.com website.
- After transactional fees have been deducted, County will deduct an annual \$900 account maintenance fee from the remainder of gross Enhanced Access Fees to determine the Net Enhanced Access Fees. If no funds remain after the County deducts the transactional fee and the annual account maintenance fee, Public Body will not be entitled to any sharing of fees. If the calculation for Net Enhanced Access Fee produces a negative number, Public Body will not be responsible for the difference.

PAY LOCAL TAXES EXHIBIT II

To illustrate:

\$5,000	Gross Enhanced Access Fees Collected
x43%	County's cost for Transactional Fees
- <u>\$2150</u>	Transactional Fees Deducted from Gross Enhanced Access Fees
\$2850	Gross Enhanced Access Fees Remaining
- <u>\$900</u>	Account Maintenance Fee Deducted
\$1950	Total Net Enhanced Access Fees
x50%	50% Shared Back with Public Body
\$975	Fees Shared Back with Public Body

ACCESS TO SERVICE

Public Body will provide access to this I.T. Service via the URL listed above on the web site owned by Public Body.

PROVISION AND MAINTENANCE OF DATA

Public Body must use the same credit card and check processing entities used by County. The names and contact information for these entities shall be provided by County. County shall notify Public Body in advance of any changes to the third party entities.

Public Body shall provide County with all necessary bank account and routing numbers to give effect to this Agreement.

LICENSE

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.

EXHIBIT IV
I.T. SERVICES AGREEMENT
Internet Service

INTRODUCTION

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

SUPPORT

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

SERVICE ACCESS

Service Center. I.T. Service incidents requiring assistance must be reported to the Service Center, by the Points of Contact, to the phone number or e-mail provided below. The Service Center is staffed to provide support during County's normal business hours of 8:30 a.m. EST 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.

INTERNET SERVICE EXHIBIT IV

Service Center Information

Service Center Phone Number	248-858-8812
Service Center Email Address	servicecenter@oakgov.com

SERVICE AND SUPPORT COSTS

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

LICENSED USE AND ACCESS

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

EXHIBIT V
I.T. SERVICES AGREEMENT
OakNet Connectivity

INTRODUCTION

COUNTY RESPONSIBILITIES

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

PUBLIC BODY RESPONSIBILITIES.

1. Public Body shall provide adequate space and electrical power for the County to place equipment, an equipment cabinet, and cable.
2. Public Body shall promptly provide County staff and authorized third party with physical access to County equipment for emergency service and scheduled maintenance.
3. Public Body shall not mount any equipment in the County's equipment cabinet.
4. Public Body shall be responsible for configuring and maintaining Public Body's internal network equipment and cabling. Internal network equipment shall include cables connecting Public Body and County equipment.

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

SUPPORT

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

SERVICE ACCESS

Service Center. I.T. Service incidents requiring assistance must be reported to the Service Center, by the Points of Contact, to the phone number or e-mail provided below. The Service Center is staffed to provide support during County's normal business hours of 8:30 a.m. EST 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 Information

Service Center Phone Number	248-858-8812
Service Center Email Address	servicecenter@oakgov.com

SERVICE SUPPORT COSTS

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

LICENSED USE AND ACCESS

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

EXHIBIT VIII
I.T. SERVICES AGREEMENT
OVER THE COUNTER PAYMENTS

INTRODUCTION

1. County will provide an I.T. Service where the general public can make Over the Counter Payments for any type of fees or costs; i.e. pay property taxes, licenses, permits or traffic tickets by means of a credit card.
2. Fees for the I.T. Service are described in Service and Support Costs.
3. Public Body shall respond to all questions from the general public regarding payments.
4. County will provide Public Body with access to a password protected web site where Public Body can issue credits and view daily, weekly, and monthly transaction activity of payments processed through this I.T. Service.
5. The general public shall be required to pay County a fee to use this I.T. Service. County will use fees to recover costs associated with this I.T. Service.
6. The fee charged to the general public shall be an amount established by County Board of Commissioners (MISCELLANEOUS RESOLUTION #07121, County Board of Commissioner Minutes, May 24, 2007, p. 246) or as revised by County Board of Commissioners.
7. The person making the payment will authorize two transactions: (1) one transaction for payment of monies owed to Public Body and (2) one transaction for payment of the fee. The payment to Public Body will be deposited in Public Body's designated account. The fee will be deposited into an account owned by County.

SUPPORT

The I.T. Service will be supported by County's Information Technology (I.T.) Department. Public Body will designate two representatives to act as primary and secondary Points of Contact with County.

SUPPORT SERVICES

Support services to be provided by County will include:

Service Access

Access to the I.T. Service is via a credit card reader provided by County attached to a computer with a connection to an Internet website run by County.

The URL for Public Body to view activity reports and to perform all administrative functions will be provided by County.

SUPPORT PROCEDURES

Points of Contact should use the following procedures to report a service support incident.

Service Center. I.T. Service incidents requiring assistance must be reported to the Service Center, by the Points of Contact, to the phone number or e-mail provided below. The Service Center is staffed to provide support during County's normal business hours of 8:30 a.m. EST 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.

Table 1: Service Center Information

Service Center Phone Number	248-858-8812
Service Center Email Address	servicecenter@oakgov.com

SERVICE AND SUPPORT COSTS

There is no cost to Public Body for this service.

SHARING OF NET ENHANCED ACCESS FEES

Public Body will receive 50% of Net Enhanced Access Fees collected from Online Payments , Over The Counter Payments and/or Pay Local Taxes. For purposes of Sharing Net Enhanced Access Fees, if the Public Body that entered into this Agreement is a Court, any Net Enhanced Access Fees that can be shared will be directed to and deposited with the Court's Funding Unit or Units. The Court and its Funding Unit or Units are responsible for agreeing upon the final allocation of any fees shared under this plan. Payments will be made quarterly based on the County's fiscal year of October 1 through September 30. Net Enhanced Access Fees is defined as follows:

- County will deduct a percentage from Public Body's gross Enhanced Access Fees to cover transactional fees. The percentage will be recalculated every fiscal year due to changes in County's costs incurred. County shall list the percentage of Enhanced Access Fee used to calculate transactional fees on the www.G2Gcloud.com website. After transactional fees have been deducted, County will deduct an annual \$900 account maintenance fee from the remainder of gross Enhanced Access Fees to determine the Net Enhanced Access Fees. If no funds remain after the County deducts the transactional fee and the annual account maintenance fee, Public Body will not be entitled to any sharing of fees. If the calculation for Net Enhanced Access Fee produces a negative number, Public Body will not be responsible for the difference.

OVER THE COUNTER CREDIT CARD PAYMENTS EXHIBIT VIII

To illustrate:

\$5,000	Gross Enhanced Access Fees Collected
<u>x 43%</u>	County's Cost for Transactional Fees
- <u>\$2150</u>	Transactional Fees Deducted from Gross Enhanced Access Fees
\$2850	Gross Enhanced Access Fees Remaining
- <u>\$900</u>	Account Maintenance Fee Deducted
\$1950	Total Net Enhanced Access Fees
<u>x50%</u>	50% Shared Back with Public Body
\$975	Fees Shared Back with Public Body

ACCESS TO SERVICE

Public Body will provide access to this I.T. Service for the general public via computer owned by Public Body on the premise of the Public Body. This computer may be operated by Public Body staff or made available directly to the general public.

PROVISION AND MAINTENANCE OF DATA

Public Body must use the same credit card processing entities used by County. The names and contact information for these entities shall be provided by County. County shall notify Public Body in advance of any changes to the third party entities.

Public Body shall provide County with all necessary bank account and routing numbers to give effect to this Agreement.

LICENSED 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 cannot be provided to any other party without County's consent in writing.

EXHIBIT X
I.T. SERVICES AGREEMENT
CLEMIS

INTRODUCTION.

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

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

The Parties agree to the following terms and conditions:

1. **DEFINITIONS.** The following words and expressions used throughout this Exhibit, whether used in the singular or plural, shall be defined and interpreted as follows.
 - 1.1. **CLEMIS** is the Court and Law Enforcement Management Information System, an information management system, comprised of CLEMIS Applications operated and maintained by the CLEMIS Division with recommendations and counsel from the CLEMIS Advisory Committee.
 - 1.2. **CLEMIS Advisory Committee (formerly known as the CLEMIS Advisory or Policy Board)** is an advisory committee that leads the CLEMIS Consortium and that provides recommendations and counsel to the CLEMIS Division regarding the operation and maintenance of CLEMIS.
 - 1.3. **CLEMIS Applications** are the specific software applications that comprise CLEMIS. These software applications are listed and described on the CLEMIS Website and are included in the definition of I.T. Services under this Agreement.
 - 1.4. **CLEMIS Consortium** is a non-legal entity comprised of all CLEMIS Members. Its purpose is to empower criminal justice/public safety agencies to maximize the use of collected data, to enhance daily operations and engage in comprehensive planning. The Consortium is led by the CLEMIS Advisory Committee.
 - 1.5. **CLEMIS Division** is the division in the Oakland County Department of Information Technology responsible for the operation and maintenance of CLEMIS.
 - 1.6. **CLEMIS Fee** is the sum of costs for use of CLEMIS, CLEMIS Applications, and services provided by the CLEMIS Division. These costs are listed and itemized on the CLEMIS Website.
 - 1.7. **CLEMIS Member** means the Public Body that executes this Exhibit and compiles with this Agreement.

- 1.8. **CLEMIS Website** is the portion of the County's website dedicated to CLEMIS located at www.oakgov.com/clemis or www.clemis.org.
- 1.9. **Criminal Justice Information Services ("CJIS") Security Policy** is the effective security policy approved by the CJIS Advisory Policy Board setting forth security requirements, guidelines, and agreements for protecting transmission, access, storage, use, generation of, and sources of Criminal Justice Information ("CJI") as defined in the CJIS Security Policy.
- 1.10. **Fire Records Management System ("FRMS")** is a CLEMIS Application that provides an integrated technology system to participating fire departments, which is further described on the CLEMIS Website.

2. **CLEMIS DIVISION RESPONSIBILITIES.**

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

3. **PUBLIC BODY RESPONSIBILITIES.**

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

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

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

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

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

- 4.6. **Protected Health Information.** If the data, to be provided to a third party, is Protected Health Information” or “PHI” (defined in 45 CFR 160.103) under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and under the changes to HIPAA made by the Health Information Technology for Economic and Clinical Health Act (“HITECH Amendment”), then County and Public Body shall execute a Business Associate Agreement.
- 4.7. **County not Responsible for Third Party Use of Data.** Public Body acknowledges and agrees that if it requests County to provide access to Public Body’s data to a third party, County shall not be responsible for any actions of the third party and the third party’s use of Public Body’s data.

5. **FINANCIAL RESPONSIBILITIES—CLEMIS FEE**

- 5.1. **Payment of CLEMIS Fee.** Public Body shall pay the CLEMIS Fee to County for the CLEMIS Applications and services, which are marked on Addendum A. The amount of the CLEMIS fee and the costs that comprise the CLEMIS Fee are listed and itemized on the CLEMIS Website. The CLEMIS Division shall invoice Public Body on a quarterly basis for the CLEMIS Fee, unless otherwise specified. Public Body shall pay the invoice at the location and within the time period stated in the Agreement.
- 5.2. **Establishment of CLEMIS Fee.** The CLEMIS Division upon the recommendation and counsel of the CLEMIS Advisory Committee shall establish the CLEMIS Fee. The CLEMIS Fee shall be posted on the CLEMIS website and may be obtained from the CLEMIS Division.
- 5.3. **Review of CLEMIS Fee.** The CLEMIS Division and the CLEMIS Advisory Committee shall annually review the CLEMIS FEE.
- 5.4. **CLEMIS and FRMS Funds.** County has established and shall continue to have separate enterprise funds within the County budget for revenues, expenses, and operations of CLEMIS (hereinafter “CLEMIS Fund and FRMS Fund”).
- 5.5. **Deposit of CLEMIS Fee.** All monies paid by Public Body to County pursuant to this Exhibit shall be deposited into the CLEMIS Fund or FRMS Fund, as applicable. Only revenues and expenses stemming from CLEMIS operations and maintenance are recorded in the CLEMIS Fund and FRMS Fund; no other County revenues and expenses are recorded in these Funds. Any equity in the CLEMIS Fund and FRMS Fund at the end of the County’s fiscal year shall be rolled into the CLEMIS Fund and FRMS Fund for the next fiscal year. Surplus/equity in the CLEMIS Fund and FRMS Fund can only be used for CLEMIS operations and maintenance and not for the general operations of County or Public Body. Any County general fund contributions (transfers) to the CLEMIS Fund and FRMS Fund are strictly based on availability and official appropriation by County and cannot be deemed permanent on-going contributions.
- 5.6. **Financial Statement for CLEMIS and FRMS Funds.** The County Fiscal Services Division shall prepare financial statements for the CLEMIS Fund and FRMS Fund on a quarterly basis. These financial statements will be posted on the CLEMIS Website on a quarterly and year-end basis. The County Director of Management and Budget or his/her

designee shall report the condition of the CLEMIS Fund and FRMS Fund to the CLEMIS Advisory Committee, on a quarterly basis.

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

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

- 6.1. **Placement of URL.** Public Body shall be responsible for placing the Payment Application and the Purchase Application URLs on its website; the URLs shall be provided by County. Public Body shall include this URL in printed or electronic communications to the general public regarding the Payment Application and the Purchase Application.
- 6.2. **Questions Regarding Payment of Tickets/Citations/Parking Tickets and Purchase of Crash/Accident Reports.** County shall refer all questions that County receives to Public Body regarding the payment of citations/tickets/parking tickets and the purchase of crash/accident reports and regarding the amount of monies owed to Public Body.
- 6.3. **Security of Data.** County shall secure and protect data received through the Payment Application and Purchase Application (including credit card information) according to law, County's contractual obligations, and reasonable business standards and practices.
- 6.4. **No Interference with Contract.** Third-party service providers such as PayPal Inc. and Elavon, Inc. are required for the operation of the Payment Application and Purchase Application. Neither Public Body nor Public Body Employees shall act or fail to act, either directly or indirectly, in a manner to cause any purported breach in any term or condition in any agreement between County and such third party.
- 6.5. **Enhanced Access Fee.** Persons or entities paying citations/tickets/parking tickets through the Payment Application or purchasing crash/accident reports through the Purchase Application shall be charged an Enhanced Access Fee, in addition to the monies owed to Public Body.
- 6.6. **Payment Transaction for Payment Application.** When using the Payment Application, a person or entity paying a citation/ticket/parking ticket will authorize two transactions, at the time of payment: (1) one transaction for payment of monies owed to Public Body/Court and (2) one transaction for payment of the Enhanced Access Fee. The funds for the payment to Public Body/Court will be directed to the depository account designated and/or owned by Public Body/Court. The funds for the Enhanced Access Fee will be directed to a depository account designated and owned by County.
- 6.7. **Amount of Enhanced Access Fee for Payment Application.** The Enhanced Access Fee charged to persons/entities paying citations/tickets/parking tickets through the Payment Application shall be in an amount established by the Oakland County Board of

Commissioners, Miscellaneous Resolution # 07121 and as subsequently amended by the Oakland County Board of Commissioners. Public Body shall receive one dollar (\$1.00) of the Enhanced Access Fee collected for each citation/ticket paid through the Payment Application. Given the small amount of the Enhanced Access Fee for parking tickets, Public Body shall receive no portion of the Enhanced Access Fee collected for parking tickets paid through the Payment Application.

- 6.8. **Amount of Enhanced Access Fee for Purchase Application.** The Enhanced Access Fee charged to persons/entities purchasing crash/accident reports through the Purchase Application shall be in an amount established by the Oakland County Board of Commissioners, Miscellaneous Resolution # 09182 and as subsequently amended by the Oakland County Board of Commissioners. Public Body shall receive one dollar (\$1.00) of the Enhanced Access Fee collected for the purchase of each crash/accident report through the Payment Application.
- 6.9. **Amount of Fee for Crash/Accident Report.** Public Body shall set the fee for the purchase of the crash/accident report through the Purchase Application. The amount of this fee shall be listed in Addendum A.
- 6.10. **Distribution of Enhanced Access Fees and Fees for Crash/Accident Reports.** Public Body's portion of the Enhanced Access Fees, set forth in this Exhibit, and the fee for the crash/accident reports, set forth in Addendum A, shall be disbursed to Public Body pursuant to its written instructions. Public Body shall provide the written instructions, required by this section to CLEMIS Division.
- 6.11. **Obligations and Responsibilities if Public Body is a Court.**
 - 6.11.1. **Access to Website.** If Public Body is a Court, then County shall provide access to a password protected website where Public Body/Court can issue credits or refunds and view daily, weekly, and monthly transactions processed through the Payment Application.
 - 6.11.2. **Contract for Credit Card Processing.** If Public Body is a Court, then County shall establish, maintain, and pay for a separate contract for credit card processing services with the entities currently providing credit card processing services for County, i.e., PayPal Inc. and Elavon, Inc.
 - 6.11.3. **Separate Depository Bank Account.** If Public Body is a Court, then it shall maintain a corresponding depository bank account, with a depository financial institution acceptable to County, for the receipt of monies owed to Public Body/Court. Public Body/Court shall provide County with all necessary bank account numbers and routing number to give effect to this requirement.

7. CLEMIS ADVISORY COMMITTEE.

- 7.1. **Establishment and Purpose of CLEMIS Advisory Committee.** The CLEMIS Advisory Committee was established to obtain advice and guidance from CLEMIS Members concerning policy, technical, and operational questions for CLEMIS Applications. The purpose behind the CLEMIS Advisory Committee is to allow CLEMIS Members to provide input regarding the operation and management of CLEMIS. The CLEMIS Advisory Committee leads the CLEMIS Consortium and provides recommendations and

counsel to the CLEMIS Division regarding the operation, maintenance, and budget for CLEMIS (including suggested security policies, development/operation/modifications to CLEMIS Applications, and actions regarding misuse of CLEMIS).

- 7.2. **Composition of CLEMIS Advisory Committee.** The composition of the CLEMIS Advisory Committee is posted on the CLEMIS Website.
- 7.3. **CLEMIS Advisory Committee Meetings.** The CLEMIS Advisory Committee meets at least four (4) times per year. CLEMIS Members are encouraged to attend.
- 7.4. **CLEMIS Advisory Committee Officers.** Every July, the CLEMIS Advisory Committee shall elect a Chairperson by majority vote. The Chairperson shall select and appoint a Co-Chairperson. The CLEMIS Division Manager shall serve as Executive Secretary to the CLEMIS Advisory Committee. The Executive Secretary shall prepare the agenda for CLEMIS Advisory Committee meetings. Prior to each meeting, the Chairperson and the Executive Secretary shall review the contents of each agenda.
- 7.5. **CLEMIS Advisory Committee—Subcommittees.** The CLEMIS Advisory Committee may create subcommittees as it deems appropriate. The subcommittees and their composition and responsibilities shall be posted on the CLEMIS Website. The CLEMIS Advisory Committee Chairperson shall appoint the chairpersons of the subcommittees, except for the Chairperson of the Strategic Planning subcommittee, whose Chairperson is the current President of Oakland County Chiefs of Police Association and except for the Chairperson of Fire Governance whose Chairperson is elected by the Fire Governance Committee members.
8. **TRAINING.** Public Body shall require all Public Employees who use or access CLEMIS to attend training classes required by the CLEMIS Division. The format of the training classes will be at the discretion of the CLEMIS Division, e.g., train the trainer, classroom training, or on-line/remote training. If the training classes are held at County facilities or held in an on-line/remote format, then such training classes are at no cost to Public Body or Public Employees. If the training classes are held at non-County facilities, there may be a charge to Public Body based on time, materials, and location of training classes.
9. **SUPPORT AND MAINTENANCE SERVICES.** County shall maintain and support the CLEMIS Applications. The CLEMIS Fee includes the costs for support and maintenance services for the CLEMIS Applications and other services provided by the CLEMIS Division, unless otherwise indicated on Addendum A. When providing support and maintenance services for CLEMIS, County has the authority to prioritize its resources, including, but not limited to, the order in which calls for support or maintenance will be resolved and allocation of time of its employees, agents, subcontractors, and equipment.
10. **OBLIGATIONS & RESPONSIBILITIES UPON TERMINATION/CANCELLATION.**
 - 10.1. **Use of CLEMIS & CLEMIS Applications.** Upon the effective date of termination or cancellation of this Exhibit, Public Body shall stop using CLEMIS and CLEMIS Applications and it shall not have access to CLEMIS and CLEMIS Applications.
 - 10.2. **Use and Access to Public Body's Data.** Upon the effective date of termination or cancellation of this Exhibit, Public Body's data shall not be useable by or accessible to any other CLEMIS Member.

- 10.3. **Transition of Data upon Termination/Cancellation.** Upon termination or cancellation of this Agreement, CLEMIS shall provide a copy of Public Body's data to Public Body in an electronic format and a time period determined by County. Upon written confirmation from Public Body that it received its data, County will purge Public Body's data from CLEMIS and any disaster recovery sites. If County incurs any costs in copying Public Body's data, then Public Body shall be responsible for those costs and shall reimburse County for those costs. The CLEMIS Division shall invoice Public Body for such costs. Public Body shall pay the invoice at the location and within the time period stated in the Agreement. The CLEMIS Division may waive these costs in its sole discretion.
- 10.4. **Obligation to Pay CLEMIS Fee Upon Termination/Cancellation.** Public Body's obligation to pay the CLEMIS Fee shall stop on the effective date of termination or cancellation. If the termination or cancellation date is other than the end of a quarter, any CLEMIS Fee, paid in advance to County, shall be refunded to Public Body on a pro-rated daily basis for the time period that Public Body paid in advance.

ADDENDUM A

I. CLEMIS CATEGORIES / TIERS

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

- ☐ **Tier 1**
- | | | |
|-------------------------------------------|---------------------------------------|--------------------------------------|
| <input type="checkbox"/> 16 or more FTE's | <input type="checkbox"/> 6 – 15 FTE's | <input type="checkbox"/> 1 – 5 FTE's |
|-------------------------------------------|---------------------------------------|--------------------------------------|
- ☐ **Tier 2**
- | | | |
|-------------------------------------------|---------------------------------------|--------------------------------------|
| <input type="checkbox"/> 16 or more FTE's | <input type="checkbox"/> 6 – 15 FTE's | <input type="checkbox"/> 1 – 5 FTE's |
|-------------------------------------------|---------------------------------------|--------------------------------------|
- ☐ **Tier 2.5**
- | | | |
|-------------------------------------------|---------------------------------------|--------------------------------------|
| <input type="checkbox"/> 16 or more FTE's | <input type="checkbox"/> 6 – 15 FTE's | <input type="checkbox"/> 1 – 5 FTE's |
|-------------------------------------------|---------------------------------------|--------------------------------------|
- ☐ **Tier 3**
- | | | |
|-------------------------------------------|---------------------------------------|--------------------------------------|
| <input type="checkbox"/> 16 or more FTE's | <input type="checkbox"/> 6 – 15 FTE's | <input type="checkbox"/> 1 – 5 FTE's |
|-------------------------------------------|---------------------------------------|--------------------------------------|
- Tier 4 Rescinded**
- Tier 5 Rescinded**
- ☐ **Tier 6 (eCLEMIS)**
- | | | |
|-------------------------------------------|---------------------------------------|--------------------------------------|
| <input type="checkbox"/> 19 or more FTE's | <input type="checkbox"/> 6 – 18 FTE's | <input type="checkbox"/> 1 – 5 FTE's |
|-------------------------------------------|---------------------------------------|--------------------------------------|
- ☐ **Tier 7 Public Safety Answering Point (PSAP)/Central Dispatch Center**
- ☐ **Tier 8 Jail Management** (outside Oakland County)
- ☐ **Federal Departments, Offices or Agencies Inquiry Only in the State of Michigan** (does not contribute any data)
- ☐ **District Court in Oakland County** (excluding 52nd District Courts)
- | |
|--------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Pays CLEMIS Fee: receives ticket data. |
| <input type="checkbox"/> OPT-OUT of CLEMIS Citation Payment Application |
| <input type="checkbox"/> Does not pay CLEMIS Fee: receives ticket data load and must exclusively use CLEMIS Citation Payment Application. |
- ☐ **District Court outside Oakland County**
- | |
|--------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Pays CLEMIS Fee: receives ticket data. |
| <input type="checkbox"/> OPT-OUT of CLEMIS Citation Payment Application |
| <input type="checkbox"/> Does not pay CLEMIS Fee: receives ticket data load and must exclusively use CLEMIS Citation Payment Application. |
- ☐ **Circuit Court** (outside Oakland County - does not contribute any data)
- ☐ **Prosecutor Office** (outside Oakland County, does not contribute any data)
- ☐ **FRMS Participant** (Fire Records Management System)

II. ADDITIONAL CLEMIS APPLICATIONS

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

- ☐ **Mobile Data Computers ("MDC")**
- ☐ **WITH** County provided wireless ☐ **WITHOUT** County provided wireless
- ☐ **CAD Only WITHOUT** County provided wireless

- ☐ **Livescan**
- ☐ **WITH** printer ☐ **WITHOUT** printer

- ☐ **Mugshot**
- ☐ Capture Station and Investigative ☐ Investigative Only

- ☐ **Jail Management**
- ☐ CLEMIS Member located in Oakland County
- ☐ CLEMIS Member located outside Oakland County

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

- ☐ **Crime Mapping Application**

Vendor Name: _____

Address: _____

Contact: _____ Phone: _____

Email: _____

- ☐ **Pawn Application**

- ☐ **Fire Records Management System In Oakland County**

☐ Phase I ☐ Phase II

- ☐ **Fire Records Management System Outside Oakland County**

- ☐ **Fire Department Data Extract** (Provide third party vendor information below)

☐ In Oakland County ☐ Outside Oakland County

Vendor Name: _____

Address: _____

Contact: _____ Phone: _____

Email: _____

- ☐ **CRASH Report Payment Amount: \$** _____

- ☐ **Enhanced Access Fee Disbursement Instructions**

☐ Disbursement when Requested ☐ Disbursement Quarterly

Make Check Payable to: _____

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

COUNTY: _____
CLEMIS Division Manager _____ Date _____

PUBLIC BODY: _____
Title/Name: _____

Signature: _____
Date _____

(to be completed by Public Body)



City of Pleasant Ridge

James Breuckman, City Manager

From: Jim Breuckman, City Manager
 To: City Commission
 Date: July 7, 2016
 Re: Re-Use of Gainsboro Park Play Structure

Overview

Commissioner Krzysiak has requested that the City Commission consider the reinstallation of the old 5-12 year play structure from Gainsboro Park at the park behind the Community Center.

Process To-Date and Summary of Decisions

Through the Gainsboro Park design process it was decided that the old 5-12 year old play structure would be removed and replaced with a new, larger 5-12 year old playground. The primary reasons for arriving at this decision were:

1. The old play structure is 15 years old. Play structures generally have a 20-25 year life span. The old structure has life left in it, but it is closer to the end than the beginning.
2. The layout and design of the new park generated out of the 5-day charrette last summer required removal of the old structure to accommodate the walking path system. The layout could have been redesigned to preserve the old structure, but through discussions with the recreation and City Commission in the fall and winter of 2015 it was decided to remove the old structure to preserve the layout of the park as designed, and also to create a harmonious design with all-new, coordinating play equipment.

The process for making Gainsboro Park design decisions was as follows:

1. 5-day charrette – July 2015
2. City Commission review – August 2015
3. Recreation Commission prioritization – August 2015 (recommendations on phasing and layout)
4. City Commission prioritization – September 2015
5. City Commission prioritization workshop #2 – December 2015
6. City Commission prioritization workshop #3 – December 2015 (playground decision)
7. 60% Construction Drawings City Commission Update – February 2016
8. Approval to Let for Bids – April 2016
9. Approval of Bid – May 2016

Is There a Community Recreation Deficit?

The first consideration in locating a site to re-use the Gainsboro Park structure is: do we have a recreation deficit in Pleasant Ridge that the old Gainsboro structure will fill? In order to provide some context around this question, consider the following comparisons between Pleasant Ridge and benchmarks reported by the National Recreation and Park Association for small cities (under 20,000 population):

Measure	Pleasant Ridge	Benchmark
Playgrounds	1 per 842 residents	1 per 3,560 residents
Acres of Park	5.8 per 1,000 residents	10.6 acres per 1,000 residents
Operating Expenditures per Capita	\$221.30	\$100.63

Note that the playgrounds per resident figure reported for Pleasant Ridge includes Gainsboro, the Community Center park, and the Roosevelt School playgrounds. It does not include the Coolidge school playground, which is accessible to Pleasant Ridge residents, but is not located in Pleasant Ridge.

The data indicates that Pleasant Ridge is currently well-served by parks facilities, so whether or not we re-use the old Gainsboro play structure is not one of need. Rather, we must determine if we want or prefer to re-use the old Gainsboro structure in the City. This may seem an obvious statement, but it is important to establish as a baseline understanding.

Can the Community Center Park Accommodate the Old Gainsboro Structure?

Physically, yes. The old Gainsboro structure can be fit in the existing green space between the volleyball court and the existing play structure at the Community Center. However, there is an opportunity cost to this, as it would eliminate all of the open green space that is most accessible to the building within the Community Center Park. Refer to the attached images that show how the Gainsboro Structure would fit in the space.

The open green space is used frequently – nearly daily – during PR summer camp, and it provides unstructured play space within the park.

Based on the use of the space, and the need for open green space in a park and specifically at the Community Center for summer camp and other activities, staff is opposed to consuming the open green space to add the Gainsboro structure to the equipment we already have at the Community Center park.

Future Community Center Project

A further consideration is that the old Gainsboro play structure is 15 years old and the existing Community Center park structure is 17 years old. Adding the Gainsboro structure would create a situation where the City will have a very large area dedicated to two play structures that will have to be removed and replaced at essentially the same time in the next 5-10 years. This will create a larger future cost to the City.

There is also the consideration of the future of the community center park space. A project that is contemplated in the Parks and Recreation Master Plan and which has been discussed to some extent since is a reworking of the large room at the Community Center and improvements to the park space. The improvements may include opening up the west wall of the large room to make it more permeable and to connect to a new outdoor gathering space adjacent to the building. The outdoor gathering space would encroach into the existing play area, so a new play area would need to be provided, while also preserving open green space.

Staff recommends that a preliminary concept plan be drawn up for the park space showing these improvements before any new play equipment is installed to ensure that relocation of the Gainsboro structure does not encroach or conflict with any future plans.

Recreation Equipment Portfolio

Another consideration is the recreation equipment portfolio in town. The three major playgrounds are Gainsboro, Community Center Park, and Roosevelt School. When assessing the equipment that exists at each playground, the old Gainsboro structure is very similar to the Roosevelt School play structure (the older one). In considering the design and equipment for the Community Center Park, I would suggest that we consider including play equipment that fits in a smaller footprint, and is different than what already exists at Roosevelt School. From a portfolio perspective, this will provide a more diverse set of play options in the City.

Cost

While we already own the Gainsboro Structure, relocating it to the Community Center Park will not be free, even with volunteer labor to install it. The City will incur costs to prepare the space, to purchase new woodchips for the safety surface, and to contract for professional oversight of the installation. Professional oversight is necessary to protect the City's liability position by ensuring that the old structure is installed properly and meets all current safety requirements. There will also be costs for new wood borders for the play space, and excavation of the site to provide the necessary depth for the woodchips.

Based on a quote that we secured from GameTime (the manufacturer and original installer of the Gainsboro structure in question), we estimate that costs for woodchips and professional oversight of the installation would likely be in the neighborhood of \$10,000.

This money would have to be re-programmed in the City's budget, or raised through other methods. The City Commission should consider if it is interested in funding all or part of this project from the City's budget. Staff would suggest that the Commission consider if this project is more of a priority than some of the phase 2 projects awaiting funding at Gainsboro Park, or if the money could be used for other recreation purposes now or in the future.

Use of Existing Community Center Play Structure

Staff believes that re-installation of the Gainsboro structure at the Community Center will require the removal of the existing play equipment at that park to ensure that we retain a suitable amount of open green space. It will be our continuous and strong recommendation that simply adding the Gainsboro structure to the Community Center park will crowd the park and eliminate important open play area.

This raises the question of what happens to the existing Community Center play structure?

If the existing Community Center play structure is to be reused, it may merit discussion about what it's future use should be. It is just 2 years older than the Gainsboro structure that is proposed to be relocated, and it also has existing life left in it. Is the Commission comfortable with scrapping that structure? Or will we look to donate or relocate that structure?

Donation Option

Based on all of the above considerations and analysis, the City Commission should weigh our benefit/need from reinstalling the Gainsboro play structure vs. trying to find a location for it in another community where there may be a greater need for a structure. The time and effort to donate and re-install the structure may have a greater overall benefit in an underserved area than here in Pleasant Ridge.

Recommended Action

Staff recommends that the City Commission consider whether it would support an effort to relocate the old Gainsboro 5-12 year old play structure at the Community Center park. Further, staff would recommend that any effort to do so be predicated on the following:

1. Preparation of a concept plan to guide the location of the old Gainsboro structure to ensure a coherent future use of the space. Staff recommends that the Recreation Commission should either approve the concept plan, or recommend approval to the City Commission, as the City Commission desires.
2. Any reinstallation plan should maintain equal or nearly equal green space between the building and the volleyball court as exists today.
3. Installation will be in accordance with all safety codes and requirements for the equipment, surfacing, safety zones, etc. Further, that there will be professional oversight of the re-installation of the play equipment to ensure the City's liability position is protected.
4. Determination of how the project will be funded, either through City funds, donated funds, or a combination of both. Staff recommends that adequate funding be secured prior to the commencement of any work.

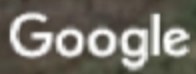


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Imagery ©2016

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GameTime c/o Sinclair Recreation
PO Box 1409
Holland, MI 49422-1409
Ph: 800-444-4954
Fax: 616-392-8634

QUOTE
#66017

06/14/2016

Playground relocation

CITY OF PLEASANT RIDGE
Attn: Scott Pietrzak
23925 WOODWARD AVE
PLEASANT RIDGE, MI 48069-1199
Phone: 248-542-7322

Project #: P55942
Ship To Zip: 48069

Quantity	Part #	Description	Unit Price	Amount
1	INSTALL	Game Time - Remove existing playground unit	\$4,500.00	\$4,500.00
1	INSTALL	Game Time - Excavation w/removal of spoils for new location	\$6,000.00	\$6,000.00
1	INSTALL	Game Time - Remove and reinstall wood timber borders	\$1,250.00	\$1,250.00
1	INSTALL	Game Time - Reinstall existing playground	\$7,000.00	\$7,000.00
1	EWf	GT-Impax - Blown In EWf for new area	\$6,400.00	\$6,400.00
1	INSTALL	Game Time - Site restoration of new area	\$2,000.00	\$2,000.00

No restoration at old site

SubTotal: \$27,150.00
Total Amount: \$27,150.00

THIS QUOTATION IS SUBJECT TO POLICES IN THE CURRENT GAMETIME PARK AND PLAYGROUND CATALOG AND THE FOLLOWING TERMS AND CONDITIONS. OUR QUOTATION IS BASED ON SHIPMENT OF ALL ITEMS AT ONE TIME TO A SINGLE DESTINATION, UNLESS NOTED, AND CHANGES ARE SUBJECT TO PRICE ADJUSTMENT. PURCHASES IN EXCESS OF \$1,000.00 TO BE SUPPORTED BY YOUR WRITTEN PURCHASE ORDER MADE OUT TO GAMETIME, C/O SINCLAIR RECREATION.

Pricing: f.o.b. factory, firm for 30 days from date of quotation.

Sales Tax will be added at time of invoicing unless a tax exempt certificate is provided at the time of order entry.

Payment terms: Payment in full, net 30 days subject to approval by GameTime Credit Manager. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

Exclusions: Unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.



GameTime c/o Sinclair Recreation
PO Box 1409
Holland, MI 49422-1409
Ph: 800-444-4954
Fax: 616-392-8634

QUOTE
#66017

06/14/2016

Playground relocation

Acceptance of quotation:

Accepted By (printed): _____

P.O. No: _____

Signature: _____

Date: _____

Title: _____

Phone: _____

Facsimilie: _____

Purchase Amount: **\$27,150.00**

Email: _____

REQUIRED ORDER INFORMATION:

Bill To: _____

Ship To: _____

Contact: _____

Contact: _____

Address: _____

Address: _____

Address: _____

Address: _____

City, State, Zip: _____

City, State, Zip: _____

Tel: _____
(For Accounts Payable)

Tel: _____
(To call before delivery)

Email: _____

Email: _____

COLOR SELECTIONS: _____

SALES TAX EXEMPTION CERTIFICATE #: _____ (PLEASE PROVIDE A COPY OF CERTIFICATE)