



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

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**City Commission Meeting  
July 14, 2020  
Agenda**

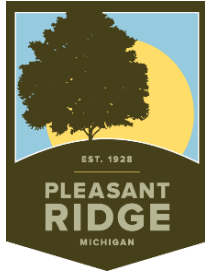
Honorable Mayor, City Commissioners and Residents: This shall serve as your official notification of the Regular City Commission Meeting to be held Tuesday, July 14, 2020, via teleconference as described below. The following items are on the Agenda for your consideration:

**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. Governmental Reports.**
- 6. 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 Public Hearing and Regular City Commission Meeting held Tuesday, June 9, 2020.
  - b. Monthly Disbursement Report.
  - c. Request by Sergeant Robert Ried and Officer Jason Nagy to purchase additional service credit from the Municipal Employees Retirement System (MERS).
  - d. Interlocal agreement between the City of Pleasant Ridge and the County of Oakland for services related to the Oakland Together initiative.
  - e. Amendment to the interlocal agreement between the City of Pleasant Ridge and the County of Oakland related to G2G Credit Card processing services.
- 7. City Manager's Report.**
- 8. Other Business.**
- 9. Adjournment.**

Due to the COVID-19 State of Emergency declared by the Governor's Executive Order 2020-4, the limitation on public assemblies of Executive Order 2020-11, and the permitting of public meetings by remote participation allowed by Governor's Executive Order 2020-15, the July 8, 2020 Pleasant Ridge City Commission meeting will be conducted via remote participation.

All members of the public will be permitted to participate during the public comment and public hearing portions of the meeting. There are two ways that members of the public can participate in the meeting 1) by joining the Zoom meeting by computer videoconference, or 2) by watching the meeting livestream on the City's YouTube channel or public access channel and providing comments by email at appropriate times during the meeting. If you have any ADA questions, please call the Clerk's Office (248) 541-2901.



## City of Pleasant Ridge

23925 Woodward Avenue  
Pleasant Ridge, Michigan 48069

### Regular City Commission Meeting June 9, 2020

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

Present: Mayor Metzger, Commissioners Budnik, Perry, Scott, Wahl,  
Also Present: City Manager Breuckman, City Attorney Need, City Clerk Allison  
Absent: None

#### Community Pool Discussion

Shawsheen Stamper, Recreation Director, gave an update regarding the community pool and summer camp program for the 2020 season. In May it was determined that the pool and summer season would be cancelled. In June, the Governor's office announced that pool and summer seasonal programming could proceed, unless local restrictions prohibit the openings. Oakland County has not created guidelines for the pool to open at this time. The number of COVID infections are still on the rise. Oak Park, Hunting Woods, Troy and Southfield will not be opening their pools for the summer season. Over 90% of Oakland County communities will not be opening their pools according to her research. Training and staffing of the pool would be difficult to do with social distancing. Patrons would have to remain 6 feet apart, additional staff would need to be hired, pool furniture, locker rooms, concession stand and showers would not be accessible. The earliest the Red Cross will be offering life guard training would be in mid-July, if the pool were to open for the 2020 season it would not open until after the staff is trained. Patrons would need to schedule pool time in approximately 2-hour blocks and these blocks could not be rescheduled if there is weather delay or a contamination issue. The pool will be completely cleared between time blocks and be cleaned and sanitized. The time block will include check in time and deck clearing time. All patrons would need to have their pool tags for the entire household, and no guests will be allowed. Masks will be required, must arrive in bathing suit and pre-showered. One household will be permitted through the locker room at a time. Additional equipment would need to be provided to the lifeguards, as no shared equipment would be allowed. Patrons would be required to sign a COVID waiver, and a strict rule and procedure policy would be adopted. The recommendation, after consulting with several sources, is that due to these unprecedented circumstances is that the community pool and summer seasonal programming remain closed for the remainder of the season.

Commissioner Perry thanked the recreation staff for the work that has been put into this decision. She understands this is a difficult decision and there have been many hours dedicated to this topic. Commissioner Wahl understands this is a difficult decision, was hopeful that the community pool could reopen, but after looking at the research she does not feel it is appropriate to open the pool at this time, knowing it will be upsetting for many. Commissioner Scott understands the concerns and

wants in the community; however, he feels it is not safe to open the pool at this time. Commissioner Budnik also thanked the staff for the work and the accessibility of answers regarding this topic. He does believe there is the ability to open the pool and states COVID cases are on the downturn, the situation has changed in the state and is very fluid. He is concerned for the kids in the community, lifeguards are not a replacement for parents, parents should be responsible for their children at the pool. If the parents of the potential lifeguards agree that their children can work in that capacity, that should be up to the parents. There are options to make the season as safe as possible. He would like to see if there is a way to open the pool with alternative staffing or hours. Mayor Metzger would like to hear from the residents and get an idea of their feelings regarding the restrictions if the pool was to open for the season. He is not committing to opening the pool under the current restrictions, but would like resident input regarding a pool that may be open for 4-5 weeks, with limited hours. Breuckman indicated that there will approximately \$40,000 in saved costs by not opening the pool in staff wages, however the taxes collected for the pool/community center pays for other items aside from operating the pool. The savings that could be realized will be returned to improvements to the fitness center machines, building issues and pool upgrades. He explained how the public can participate.

Comments from the public in favor of opening the pool for the 2020 season, Ms. Caryn Leonard, 121 Maplefield; Tom McEvoy, 77 Oakdale; Scott Shelton, 7 Maywood; Jessica Herzig, 1 Sylvan; Natalie Fuoco, 21 Millington; Christine Matayas, 106 Elm Park; Luke Samoray, 3 Woodside Park; Eric Andary, 52 Devonshire.

Other comments from the public regarding the pool closure, Sean Campbell 58 Sylvan, Christopher Binder-Kopchick, 15 Maplefield; Michael McGrath, 6 Cambridge; Megan Martin-Campbell, 58 Sylvan.

#### **20-3465**

Motion by Commissioner Perry, second by Commissioner Scott that the City Commission confirm the closure of the Pleasant Ridge Community Pool for the 2020 pool season.

Adopted:                      Yeas: Commissioners Perry, Scott, Wahl, Mayor Metzger  
                                     Nays: Commissioner Budnik

#### **Governmental Reports**

Chief Kevin Nowak, Pleasant Ridge Police Department, complaints regarding code enforcement issues, construction issues, including work without a permit. Contact the building department for additional information as to when a permit is required. Refuse collection, trash cans should go out for collection after 6pm the day before collection and the can should be removed from the street by 6pm on the day of collection. Tall grass cannot exceed 8 inches in height.

Commission Scott read a statement regarding the death of George Floyd and give an understanding of what the community of Pleasant Ridge is doing.

#### **Consent Agenda**

#### **20-3466**

Motion by Commissioner Wahl second by Commissioner Budnik, to approve the consent agenda as presented.

Adopted: Yeas: Commissioners Wahl, Budnik, Perry, Scott, Mayor Metzger  
Nays: None

### **Public Hearing – 2020-2021 Millage Rates and Budget**

Breuckman presented information concerning the 2020-2021 budget and millage rates. He highlighted the accomplishments that had been achieved in the last year. The unfunded pension liability is being addressed due to the millage that was passed. The proposed budget for 2020-2021 is available on the website. If passed, it will take effect on July 1, 2020. The millage rate for 2018 will be slightly increased from 21.4120 mills in 2019 to 21.4531 mills in 2020. He presented a graph showing how the millage is distributed among various entities. Pleasant Ridge's millage rate is slightly above average for Oakland County communities, primarily due to reliance on residential taxes rather than commercial. Net revenue for 2020-2021 is projected to be lower due to the global pandemic and the projected dip in property assessments. The unrestricted fund balance will remain at 29.5%. Utility rates will be adopted by resolution. There is a three-year budget for capital improvement projects which include cleaning and televising sewers and water meter head replacement. There is an app that can be installed to monitor water usage for leak detection. The cost for meter head replacement has been included in the water bill. There is still a long-term issue regarding lead pipe replacement which could result in a \$10-12 million expense citywide. Replacement of all lead pipes including leads to the meters is being mandated by the state. Based on the project being conducted in Lansing, the cost was between \$10,000 and \$20,000 per house. PR is planning on presenting an asset management plan to the state to phase in the project in conjunction with regular street maintenance.

Mayor Metzger opened the public hearing at 9:45pm.

Megan Martin-Campbell, 58 Sylvan, questioned whether the DDA project on Woodward Avenue regarding greenway/greenspace improvements will go forward in this budget. Brueckman indicated that project will proceed in the upcoming fiscal year.

With no further comments or questions, Mayor Metzger closed the public hearing at 9:47pm.

### **20-3467**

Motion by Commissioner Perry, second by Commissioner Scott, that the 2020-2021 Combined City Budgets be approved and that the Budget Resolution be adopted, including the levying of

- 12.6399 mills for the General Fund Operating,
- 2.6415 mills for Infrastructure Improvements,
- 1.5084 mills for Solid Waste and Disposal,
- 0.3000 for Publicity,
- 0.3564 mills for Library Services,
- 1.1199 mills for Community Center Complex Operations,
- 1.1700 mills for Community Center Complex Debt Service, 0.6670 mills for Park Improvement, and
- 1.0500 mills for Police Pension Stabilization, be approved.

Adopted: Yeas: Commissioners Perry, Scott, Budnik, Wahl, Mayor Metzger  
Nays: None

**Public Hearing – Ord 439 – DAS/Small Cell/Wireless Facilities in the public ROW**

Breuckman presented information regarding the proposed ordinance. For background in 2017, the City adopted an ordinance regulating the deployment of “small cell” wireless facilities in the right-of-way. At the time, we were one of the first communities in Michigan to adopt such an ordinance. Unfortunately, the Michigan Legislature adopted legislation and the FCC adopted regulations that make our current ordinance provisions unenforceable. The legislation does allow some limited ability to issue permits, regulate aesthetic aspects of these small cell facilities, and require insurance, indemnity provisions, and bonds, but only if the City adopts an ordinance to do so. City administration recommends adoption of this draft ordinance to allow us to exercise the limited rights we do have. City Attorney Need concurred with the presentation given by the City Manager.

Mayor Metzger opened the public hearing at 9:54pm.

With no comments or questions, Mayor Metzger closed the public hearing at 9:55pm.

**20-3468**

Motion by Commissioner Perry, second by Commissioner Scott, that ordinance 439 amending Section 62-29 of the Pleasant Ridge City Code, regarding DAS/small cell/wireless facilities in the public rights-of-way be adopted.

Adopted:                      Yeas: Commissioners Perry, Scott, Budnik, Wahl, Mayor Metzger  
                                     Nays: None

**City Manager's Report**

Scott requested a summary of the Woodward Heights road calming project. Breuckman stated that project will begin sometime in the summer.

**Other Business**

Wahl stated there will be a graduation walk for all Pleasant Ridge graduates on June 17<sup>th</sup> at 6pm. The walk will take place on Ridge Road starting at the Community Center. Citywide Garage Sale will be held on August 8<sup>th</sup>, the cost is \$25.00. Oakland County family scavenger hunt will be in July, more details to follow. Playground equipment is open

Scott announced that the Historical Commission will hold a workshop on June 10<sup>th</sup>.

Budnik questioned when the fitness center will open, he understands gyms will be allowed to open June 15<sup>th</sup>. Stamper stated the section of the state we are in has not opened yet. A plan is in place to open the gym when it is allowable. Breuckman stated there is a written operations plan in the works so that gym can open.

With no further business or discussion, Mayor Metzger adjourned the meeting at 10:03pm.

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Mayor Kurt Metzger

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Amy M. Allison, City Clerk

June 2020

ACCOUNTS PAYABLE

PAYROLL LIABILITIES	\$	10,144.91
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ACCOUNTS PAYABLE	\$	434,313.32
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TAX LIABILITIES	\$	-
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<b>TOTAL</b>	<b>\$</b>	<b>444,458.23</b>
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PAYROLL

May 6, 2020	\$	35,907.51
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May 20, 2020	\$	35,914.08
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<b>TOTAL</b>	<b>\$</b>	<b>71,821.59</b>
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**CHECK REGISTER FOR CITY OF PLEASANT RIDGE**  
**PAYROLL LIABILITIES**  
June 2020

PG 1

Check Date	Check	Vendor Name	Description	Amount
6/3/2020	6410500079	ALERUS FINANCIAL	HCSP CONTRIBUTIONS	\$ 557.68
6/3/2020	6410500080	FOPLC	UNION DUES	\$ 188.00
6/3/2020	6410500081	ALERUS FINANCIAL	RETIREMENT CONTRIBUTIONS	\$ 1,881.39
6/3/2020	6410500082	ICMA - VANTANGEPOINT	RETIREMENT CONTRIBUTIONS	\$ 80.00
6/3/2020	6410500083	MISDU	FOC DEDUCTIONS	\$ 224.60
6/3/2020	6410500084	ALERUS FINANCIAL	RETIREMENT CONTRIBUTIONS	\$ 332.09
6/3/2020	6410500085	ALERUS FINANCIAL	RETIREMENT CONTRIBUTIONS	\$ 1,746.78
6/17/2020	6410500086	MISDU	FOC DEDUCTIONS	\$ 224.60
6/17/2020	6410500087	ALERUS FINANCIAL	RETIREMENT CONTRIBUTIONS	\$ 1,772.85
6/17/2020	6410500088	ALERUS FINANCIAL	RETIREMENT CONTRIBUTIONS	\$ 632.09
6/17/2020	6410500089	ICMA - VANTANGEPOINT	RETIREMENT CONTRIBUTIONS	\$ 80.00
6/17/2020	6410500090	ALERUS FINANCIAL	HCSP CONTRIBUTIONS	\$ 560.33
6/17/2020	6410500091	ALERUS FINANCIAL	RETIREMENT CONTRIBUTIONS	\$ 1,864.50
TOTAL PAYROLL LIABILITIES				<u>\$ 10,144.91</u>



**CHECK REGISTER FOR CITY OF PLEASANT RIDGE**  
**ACCOUNTS PAYABLE**  
June 9, 2020

PG 2

Check Date	Check	Vendor Name	Description	Amount
06/09/2020	23820	ELECTION SOURCE	AUGUST ELECTION EQUIPMENT	533.48
06/09/2020	23821	MI MUNICIPAL RISK MANAGEMENT	LIABILITY INSURANCE POLICY RENEWAL	69,751.00
06/09/2020	23822	MUNICIPAL CODE CORPORATION	ONLINE CODE SUPPORT FEES	250.00
06/09/2020	23823	SEMCOG	MEMBERSHIP DUES 2020-2021	785.00
06/09/2020	23824	VOID CHECK	VOID CHECK - MISPRINT	0.00
06/09/2020	23825	VOID CHECK	VOID CHECK - MISPRINT	0.00
06/09/2020	23826	VOID CHECK	VOID CHECK - MISPRINT	0.00
06/09/2020	23827	VOID CHECK	VOID CHECK - MISPRINT	0.00
06/09/2020	23828	VOID CHECK	VOID CHECK - MISPRINT	0.00
06/09/2020	23829	VOID CHECK	VOID CHECK - MISPRINT	0.00
06/09/2020	23830	21ST CENTURY MEDIA-MICHIGAN	LEGAL NOTICE PUBLICATIONS	1,318.25
06/09/2020	23831	ACCUSHRED, LLC	SHREDDING SERVICES	55.00
06/09/2020	23832	ADKISON, NEED & ALLEN P.L.L.C.	ATTORNEY SERVICES	1,454.25
06/09/2020	23833	AMY ROEMER	RECREATION PROGRAM REFUND	90.00
06/09/2020	23834	ANN ZVIBLEMAN	RECREATION PROGRAM REFUND	90.00
06/09/2020	23835	AQUATIC SOURCE	POOL MAINTENANCE SUPPLIES	1,755.02
06/09/2020	23836	BADGER METER, INC.	WATER METER MAINTENANCE	97.42
06/09/2020	23837	BRILAR	DPW AGREEMENT - FEBRUARY 2020	15,495.91
06/09/2020	23838	BROOKE JONES	RECREATION PROGRAM REFUND	90.00
06/09/2020	23839	BSN SPORTS, INC	RECREATION PROGRAM SUPPLIES	817.26
06/09/2020	23840	CHAY OR CARRIE SMITH	RECREATION PROGRAM REFUND	100.00
06/09/2020	23841	CHAZ GRABKE	RECREATION PROGRAM REFUND	100.00
06/09/2020	23842	CITY OF PLEASANT RIDGE-GENERAL	WATER PURCHASES	472.74
06/09/2020	23843	CRAIG MARRERO	RECREATION PROGRAM REFUND	60.00
06/09/2020	23844	DAVE ZIENTEK	RECREATION PROGRAM REFUND	70.00
06/09/2020	23845	DAVEY TREE EXPERT COMPANY	TREE MAINTENANCE PROGRAM	419.00
06/09/2020	23846	DETROIT EDISON COMPANY	STREETLIGHTING - MAY 2020	3,575.39
06/09/2020	23847	EUGENE LUMBERG	COURT PROSECUTIONS	405.00
06/09/2020	23848	GEORGE SMITH	RECREATION PROGRAM REFUND	60.00
06/09/2020	23849	GOVERNMENT FORMS & SUPPLIES	GERM SHIED PROTECTORS (COVID)	853.46
06/09/2020	23850	GREAT AMERICA FINANCIAL SRV	TELECOMMUNICATION SERVICES	433.00
06/09/2020	23851	GREAT LAKES WATER AUTHORITY	IWC CHARGES - APRIL 2020	260.26
06/09/2020	23852	HYDROCORP	CROSS CONNECTION PROGRAM	125.00
06/09/2020	23853	JANI-KING OF MICHIGAN, INC	JANITORIAL SERVICES AGREEMENT	2,161.00
06/09/2020	23854	JASON NAGY	RECREATION PROGRAM REFUND	90.00
06/09/2020	23855	JAY OR MARY FOREMAN	RECREATION PROGRAM REFUND	250.00
06/09/2020	23856	KEVIN MCCOY	RECREATION PROGRAM REFUND	60.00
06/09/2020	23857	KEVIN OR MONICA DONLEY	RECREATION PROGRAM REFUND	90.00
06/09/2020	23858	KRISTIE MOBILY	RECREATION PROGRAM REFUND	60.00
06/09/2020	23859	LEGAL SHIELD	LEGAL SERVICES BENEFIT	25.90
06/09/2020	23860	LINDSAY NEHRA	RECREATION PROGRAM REFUND	140.00
06/09/2020	23861	LORI TISKO	RECREATION PROGRAM REFUND	100.00
06/09/2020	23862	MANUEL AND MARGARET LOPEZ	RECREATION PROGRAM REFUND	90.00
06/09/2020	23863	MATT PICCINATO	RECREATION PROGRAM REFUND	120.00
06/09/2020	23864	MEGAN CUROE	RECREATION PROGRAM REFUND	230.00
06/09/2020	23865	MEGHAN POTT	RECREATON PROGRAM REFUND	60.00
06/09/2020	23866	NYE UNIFORM	UNIFORM MAINTENANCE	171.13
06/09/2020	23867	OAKLAND COUNTY TREASURER	SEWERAGE TREATMENT - MAY 2020	49,825.91
06/09/2020	23868	OAKLAND COUNTY TREASURER	ASSESSING SERVICES AGREEMENT	19,590.48
06/09/2020	23869	PATRICK THOMPSON	RECREATION PROGRAM REFUND	60.00
06/09/2020	23870	PLANTE & MORAN PLLC	ACCOUNTING SERVICES	5,650.00
06/09/2020	23871	RACHEL RIDLEY	RECREATION PROGRAM REFUND	100.00
06/09/2020	23872	REBECCA PIERCEN	RECREATION PROGRAM REFUND	100.00
06/09/2020	23873	SAS SERVICES	OVERPAYMENT OF PERMIT FEES	50.00
06/09/2020	23874	SCHENA ROOFING	COMMUNITY CENTER MAINTENANCE	3,475.00
06/09/2020	23875	SOCRRA	REFUSE COLLECTION AGREEMENT	17,913.89
06/09/2020	23876	SOCWA	WATER PURCHASES - MAY 2020	14,544.40
06/09/2020	23877	SOLTMAN HEATING & COOLING	POLICE DEPT EQUIPMENT REPAIRS	421.00
06/09/2020	23878	STEPAHNIE GOODMAN	RECREATION PROGRAM REFUND	60.00
06/09/2020	23879	TODD OR DAWN HUNTLEY	RECREATION PROGRAM REFUND	250.00
06/09/2020	23880	TORRE CHURCH	RECREATION PROGRAM REFUND	70.00
06/09/2020	23881	TOSHIBA FINANCIAL SERVICES	COPIER LEASE AGREEMENT	925.98
06/09/2020	23882	WETMORE TIRE AND AUTO	POLICE VEHICLE MAINTENANCE	71.50
06/09/2020	23883	WEX BANK	FUEL PURCHASES	761.99
06/09/2020	23884	XFER COMMUNICATIONS	BODY CAM WIRING REPAIRS	271.00

Total for 6-9-2020

\$ 217,305.62

**CHECK REGISTER FOR CITY OF PLEASANT RIDGE**  
**ACCOUNTS PAYABLE**  
June 24, 2020

PG 3

Check Date	Check	Vendor Name	Description	Amount
06/24/2020	23885	ANDERSON, ECKSTEIN & WESTRICK	ENGINEERING SERVICES	26,091.80
06/24/2020	23886	ANN CONTE	RECREATION PROGRAM REFUND	80.00
06/24/2020	23887	AQUATIC SOURCE	POOL MAINTENANCE SERVICES	518.80
06/24/2020	23888	BRILAR	DPW SERVICES	19,427.47
06/24/2020	23889	CITY OF FERNDALE	INSPECTION SERVICES	1,350.00
06/24/2020	23890	CITY OF ROYAL OAK	DPW SERVICES AGREEMENT	9,070.96
06/24/2020	23891	COMMUNITY MEDIA NETWORK	MEETING RECORDING SERVICES	250.00
06/24/2020	23892	DANIEL SIMON	UNIFORM PURCHASE REIMBURSEMENT	375.00
06/24/2020	23893	DAVEY TREE EXPERT COMPANY	TREE MAINTENANCE SERVICES	1,636.00
06/24/2020	23894	GOVERNMENT FORMS & SUPPLIES	PPE EQUIPMENT PURCHASES	1,591.16
06/24/2020	23895	GREAT LAKES WATER AUTHORITY	IWC CHARGES - MAY 2020	260.26
06/24/2020	23896	HUNT SIGN COMPANY, LTD	MAINTENANCE SUPPLIES	24.00
06/24/2020	23897	LEGAL SHIELD	PREPAID LEGAL SERVICE BENEFIT	25.90
06/24/2020	23898	LRH HOMES	DEMOLITION BOND RETURN - 50 MAYWOOD	5,000.00
06/24/2020	23899	MCGUIRE ELECTRIC INC	ELECTRICAL PERMIT REFUND	90.00
06/24/2020	23900	NYE UNIFORM	UNIFORM SUPPLIES	239.00
06/24/2020	23901	O'REILLY AUTO PARTS	VEHICLE MAINTENANCE SUPPLIES	19.98
06/24/2020	23902	OAKLAND SCHOOLS	PRINTING AND MAILING UTILITY BILLS	627.92
06/24/2020	23903	ON DUTY GEAR, LLC	UNIFORM SUPPLIES - RIED	275.00
06/24/2020	23904	PLANTE MORAN GROUP BENEFIT ADVISORS	BENEFIT ADMINISTRATION	1,362.50
06/24/2020	23905	RACHELLE BEAZLEY	RECREATION PROGRAM INSTRUCTOR	192.00
06/24/2020	23906	SCHEER'S ACE HARDWARE	MAINTENANCE SUPPLIES	193.70
06/24/2020	23907	SOCRRA	REFUSE COLLECTION AGREEMENT	8,489.89
06/24/2020	23908	STACEY HENRY	RECREATION PROGRAM REFUND	80.00
06/24/2020	23909	UNUM LIFE INSURANCE COMPANY	LIFE INSURANCE BENEFIT	545.34
06/24/2020	23910	USZTAN CONSTRUCTION	PAVILION CONSTRUCTION SERVICES	65,175.87
06/24/2020	23911	ADVANCED MARKETING PARTNERS, I	SUMMER TAX STATEMENT PRINTING	498.00
06/24/2020	23912	BLUE CROSS BLUE SHIELD OF MICHIGAN	HEALTH INSURANCE BENEFITS	5,439.46
06/24/2020	23913	PLANTE & MORAN PLLC	ACCOUNTING SERVICES	5,757.00
06/24/2020	23914	TRANSPORTATION IMPROVEMENT ASSOCIAT	ASSOCIATION DUES	420.00
06/24/2020	23915	UNUM LIFE INSURANCE COMPANY	LIFE INSURANCE BENEFITS	545.34
06/24/2020	23916	CITY OF HAZEL PARK	STREET SWEEPER PURCHASE	8,750.00

Total for 6-24-2020

\$ 164,402.35

CITY OF PLEASANT RIDGE CHECK REGISTER  
ELECTRONIC PAYMENTS  
June 2020

PG 4

Check Date	Check	Vendor Name	Description	Amount
06/04/2020	2221	BLUE CROSS BLUE SHIELD OF MICHIGAN	HEALTHCARE BENEFITS	\$ 13,125.38
06/08/2020	2222	MUNICIPAL EMP.RETIREMENT SYST.	RETIREMENT CONTRIBUTIONS	\$ 31,243.65
06/08/2020	2223	BLUE CROSS BLUE SHIELD OF MICHIGAN	HEALTHCARE BENEFITS	\$ 8,236.32
TOTAL ELECTRONIC PAYMENTS				<hr/> <hr/> \$ 52,605.35



## City of Pleasant Ridge

Amy Allison, City Clerk/Assistant City Manager

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From: Amy Allison, City Clerk/Assistant City Manager  
To: James Breuckman, City Manager  
Date: July 14, 2020  
Re: Municipal Employees Retirement Systems (MERS) Service Purchase Requests

### Overview

Sergeant Robert Ried and Officer Jason Nagy have both requested to purchase service credit through the City's retirement pension service MERS. Under the MERS Defined Benefit Plan, participants earn service credit for each month of eligible work. With approval from the employer participants can purchase service credit to help them meet early retirement eligibility or increase their pension by increasing their years of service.

### Background

When the City opted into the MERS system, an election was made to allow participants to purchase service credit. An actuarial report is requested by the employee and he/she is provided with a cost estimate for the purchase. The cost of the service credit purchase is borne by the employee. Approval by the City Commission is required to finalize the process.

The service credit purchase will add to their respective years of service with the City. Under the MERS defined benefit retirement plan Ried and Nagy are members of, the minimum retirement standard is age 50 with 25 years of service. Both requirements need to be met for the employee to be eligible to receive their full retirement benefit. After this purchase, both officers will have over 25 years of service when they reach age 50 and could apply for retirement at that time. Both Sergeant Ried and Officer Nagy have purchased service credit in the past.

MERS indicated that the assumptions used when calculating the cost of the purchase are conservative and are intended to make the purchase cost neutral to the employer. However, if the assumptions are not met (lower or higher rate of return, longer or shorter life expectancy) the cost may be higher or lower than estimated. The estimated long-term cost to the City, if any, is unknown.

### Requested Action

City Commission approval of the service credit purchase for Sergeant Robert Ried and Officer Jason Nagy in the amounts indicated in the attached documents. The total cost of the service purchase will be borne by Sergeant Ried and Officer Nagy in the amounts of \$62,031.00 and \$19,219.00, respectively.

## Application for Additional Service Credit Purchase

### Section 1: Service Credit Purchase Cost Estimate

With the approval of the employer and the local governing body, participants can purchase additional service credit to help meet an early retirement eligibility provision or to increase their pension benefit. Unlike MERS-to-MERS or Act 88 time, purchased service credit generally cannot be used to reach vesting.

**This estimate is only valid for two months after July 1, 2020, the effective date of this calculation.**

The cost to purchase service credit for each individual is based on many factors. Below is the information that MERS used to prepare this estimate. Please review the following information for accuracy. If any is incorrect, this estimate may not be correct.

#### Participant Information

**Robert Ried**

Date of Birth:

Age:

Spouse's Date of Birth:

FAC as of calculation date: \$76,301.92

#### Employer Information

**Pleasant Ridge, City of**

6301 / 02

#### Benefit Program

Benefit B-4 (80% max)

Benefit F50 (With 25 Years of Service)

Early Reduced (.5%) at Age 50 with 25 Years or Age 55 with 15 Years

Benefit FAC-5 (5 Year Final Average Compensation)

8 Year Vesting

Defined Benefit Normal Retirement Age - 60

#### Service Credit

Earned service credit as of calculation date: 19 years, 1 month

Vesting Only Service:

Other Governmental Service used for

Eligibility (MERS or Act 88):

Type of Credited Service to be Purchased: Generic

Amount of additional service requested: 3 years, 0 months

#### Benefit Impact

	Earliest Eligibility Retirement Date	Retirement Age	Projected FAC	X	Service Credit	X	Benefit Multiplier	=	Annual Benefit
<b>Before Proposed Purchase</b>	6/1/2027	50 years 0 months	\$93,610.87		26 years 0 months		2.5%		\$60,847.08
<b>After Proposed Purchase</b>	6/1/2027	50 years 0 months	\$93,610.87		29 years 0 months		2.5%		\$67,867.92

**Estimated Cost of This Service Credit Purchase: \$62,031.00**

The total cost is due in full at the time of purchase and may be paid by either the participant or employer. You may be eligible to transfer assets from other accounts to make a payment for the purchase, such as: 457 Deferred Compensation Plans; 401 plans; 403(b) plans; and some IRAs (traditional and SIMPLE). To initiate this transfer complete the form *Certification of Qualified Fund Rollover to MERS* (form number F-38). Send signed, approved Application for Additional Service Credit to MERS prior to sending any payment.

## Section 2: Calculation Assumptions



### 1. Projected Earliest Eligible Retirement Date

This date is calculated using the participant's date of birth, the amount of service credit reported by the employer, and other service credit that we have on record (such as MERS-to-MERS or Act 88 time). If any of this data is incomplete or inaccurate this can affect the cost estimate. If the participant chooses to retire on a different date, it may increase/decrease the actual cost.

### 2. Projected Final Average Compensation (FAC)

Future increases in the FAC are assumed to be a 3.00% annual increase. This calculation is dependent on the wages reported by the employer to MERS. If the actual increases end up being different than the assumption, it may increase/decrease the actual cost.

### 3. Projected Service Credit

It is assumed the participant will continue to work until the earliest date for unreduced retirement benefits unless a specific termination date is shown. Any deviation from the earliest eligibility date may increase/decrease the actual cost.

### 4. Benefit Program

The current benefit plan provisions are used to calculate the cost of purchasing service credit. If the participant transfers into a different division and is eligible for a benefit plan with different provisions, then the cost may differ from the initial calculation. Likewise costs may differ if the municipality adopts different benefits in the future for any participant that has purchased service credit. These changes will be reflected in the actuarial valuation required to adopt any benefit increase.

### 5. Investment Assumption

The current investment return assumption for service credit purchase is 6.35%.

### 6. Mortality Rate

Assumptions are made on the life expectancies of the participant and their surviving spouse, using tables generated by actuarial professionals.

## Section 3: Certification and Authorization

### PARTICIPANT CERTIFICATION

I certify the above information is correct and accurate. If this is a purchase of qualifying "other governmental" service, I certify the service has not and will not be recognized for the purposes of obtaining or increasing a pension under another defined benefit retirement plan.

Participant Signature

Date

### GOVERNING BODY RESOLUTION

By Resolution of its Governing Body, at its meeting on \_\_\_\_\_, as provided by the MERS Plan Document, and in accordance with the employer's policy, the employer hereby authorizes the participant named above to make a service credit purchase from MERS as described above. The employer understands this is an estimated cost, calculated using actuarial assumptions approved by the Retirement Board. Any difference between the assumptions and actuarial experience will affect the true cost of the additional service to the employer. The calculation assumptions are outlined above and the employer understands and agrees it is accountable for any difference between estimated and actual costs.

Signature of Authorized Official

Date

Title

### MERS Use Only

Payment Received:	Participant Payment:
Service Credit:	ER Payment:
Signed:	

## Application for Additional Service Credit Purchase

### Section 1: Service Credit Purchase Cost Estimate

With the approval of the employer and the local governing body, participants can purchase additional service credit to help meet an early retirement eligibility provision or to increase their pension benefit. Unlike MERS-to-MERS or Act 88 time, purchased service credit generally cannot be used to reach vesting.

**This estimate is only valid for two months after July 1, 2020, the effective date of this calculation.**

The cost to purchase service credit for each individual is based on many factors. Below is the information that MERS used to prepare this estimate. Please review the following information for accuracy. If any is incorrect, this estimate may not be correct.

#### Participant Information

**Jason Nagy**

Date of Birth:

Age:

FAC as of calculation date: \$65,325.15

#### Employer Information

**Pleasant Ridge, City of**

6301 / 02

#### Benefit Program

Benefit B-4 (80% max)

Benefit F50 (With 25 Years of Service)

Early Reduced (.5%) at Age 50 with 25 Years or Age 55 with 15 Years

Benefit FAC-5 (5 Year Final Average Compensation)

8 Year Vesting

Defined Benefit Normal Retirement Age - 60

#### Service Credit

Earned service credit as of calculation date: 23 years, 6 months

Vesting Only Service:

Other Governmental Service used for

Eligibility (MERS or Act 88):

Type of Credited Service to be Purchased: Generic

Amount of additional service requested: 1 year, 0 months

#### Benefit Impact

	Earliest Eligibility Retirement Date	Retirement Age	Projected FAC	X	Service Credit	X	Benefit Multiplier	=	Annual Benefit
<b>Before Proposed Purchase</b>	12/1/2024	50 years 0 months	\$74,435.17		27 years 11 months		2.5%		\$51,949.56
<b>After Proposed Purchase</b>	12/1/2024	50 years 0 months	\$74,435.17		28 years 11 months		2.5%		\$53,810.52

**Estimated Cost of This Service Credit Purchase: \$19,219.00**

The total cost is due in full at the time of purchase and may be paid by either the participant or employer. You may be eligible to transfer assets from other accounts to make a payment for the purchase, such as: 457 Deferred Compensation Plans; 401 plans; 403(b) plans; and some IRAs (traditional and SIMPLE). To initiate this transfer complete the form *Certification of Qualified Fund Rollover to MERS* (form number F-38). Send signed, approved Application for Additional Service Credit to MERS prior to sending any payment.

## Section 2: Calculation Assumptions

### 1. Projected Earliest Eligible Retirement Date

This date is calculated using the participant's date of birth, the amount of service credit reported by the employer, and other service credit that we have on record (such as MERS-to-MERS or Act 88 time). If any of this data is incomplete or inaccurate this can affect the cost estimate. If the participant chooses to retire on a different date, it may increase/decrease the actual cost.

### 2. Projected Final Average Compensation (FAC)

Future increases in the FAC are assumed to be a 3.00% annual increase. This calculation is dependent on the wages reported by the employer to MERS. If the actual increases end up being different than the assumption, it may increase/decrease the actual cost.

### 3. Projected Service Credit

It is assumed the participant will continue to work until the earliest date for unreduced retirement benefits unless a specific termination date is shown. Any deviation from the earliest eligibility date may increase/decrease the actual cost.

### 4. Benefit Program

The current benefit plan provisions are used to calculate the cost of purchasing service credit. If the participant transfers into a different division and is eligible for a benefit plan with different provisions, then the cost may differ from the initial calculation. Likewise costs may differ if the municipality adopts different benefits in the future for any participant that has purchased service credit. These changes will be reflected in the actuarial valuation required to adopt any benefit increase.

### 5. Investment Assumption

The current investment return assumption for service credit purchase is 6.35%.

### 6. Mortality Rate

Assumptions are made on the life expectancies of the participant and their surviving spouse, using tables generated by actuarial professionals.

## Section 3: Certification and Authorization

### PARTICIPANT CERTIFICATION

I certify the above information is correct and accurate. If this is a purchase of qualifying "other governmental" service, I certify the service has not and will not be recognized for the purposes of obtaining or increasing a pension under another defined benefit retirement plan.

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Date

### GOVERNING BODY RESOLUTION

By Resolution of its Governing Body, at its meeting on \_\_\_\_\_, as provided by the MERS Plan Document, and in accordance with the employer's policy, the employer hereby authorizes the participant named above to make a service credit purchase from MERS as described above. The employer understands this is an estimated cost, calculated using actuarial assumptions approved by the Retirement Board. Any difference between the assumptions and actuarial experience will affect the true cost of the additional service to the employer. The calculation assumptions are outlined above and the employer understands and agrees it is accountable for any difference between estimated and actual costs.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

### MERS Use Only

Payment Received:	Participant Payment:
Service Credit:	ER Payment:
Signed:	





# City of Pleasant Ridge

James Breuckman, City Manager

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From: Jim Breuckman, City Manager  
To: City Commission  
Date: July 9, 2020  
Re: Oakland County Cares Act Interlocal Agreement

## Overview

Oakland County has made \$30 million of their CARES Act funding available to reimburse qualified local government expenditures towards addressing the COVID-19 pandemic. Approval of the attached interlocal is the required first step towards Pleasant Ridge potentially being able to receive reimbursement funding from the County for our local expenses.

## Background

Pleasant Ridge has accrued some minor expenses related to COVID-19, about \$4,400 of direct expenses so far. We have seen lower additional costs compared to most communities because we do not have our own Fire/EMS department. Our police have also been largely unaffected by COVID so far, so we have not seen large payroll cost increases. Our \$4,400 expenses are largely related to cleaning supplies and safety materials for City Hall and 4 Ridge.

The attached interlocal will allow us to seek reimbursement for these costs through Oakland County.

## Requested Action

City Commission approval of the attached interlocal agreement with Oakland County.



To: James Breuckman, City Manager of Pleasant Ridge

From: Ashley McBride-Braswell

Re: CARES Act Coronavirus Relief Fund – CVT Expenditure Submission Form

Oakland County Executive David Coulter, and the Oakland County Board of Commission, are pleased to make available \$30 million of the county's CARES Act allocation to local cities, villages and townships to remediate the impact of the COVID-19 pandemic in your community.

### **Guidelines**

These funds are made available under the following guidelines:

- All expenditures must meet the guidance established by the U.S. Treasury Department, and Oakland County. (Highlight copies are attached to this memo as a pdf. The documents are also available at the following links:  
[Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments](#)  
[Coronavirus Relief Fund Frequently Asked Questions](#)
- All expenditures must be supported by records sufficient to demonstrate that the amount of payments from the Fund have been in accordance with section 601 (d) of the Social Security Act. The CVT must provide existing documentation and agree to participate in the production of documents required by any future audit of the CARES Act program, and funds not spend in accordance with the Act must be returned to the County.
- The CVT must agree that shall they receive direct funding from the federal or state government to cover these expenses, the county money will be returned.
- Each CVT must submit an expenditure form to the County to ensure compliance.
- These funds may be used to pay the 25% "cost share" or "local match" required to obtain FEMA Public Assistance reimbursement. The CVT shall not submit an expenditure submission form for any expense which is eligible to be covered through FEMA Public Assistance Reimbursement.
- These funds may not be re-distributed unless to assist individual residents as permitted by the CARES Act or pay for vendors or services as permitted by the CARES Act.

- The CVT and Oakland County will enter an interlocal agreement prior to disbursement of the funds.

## **Process for Submission and Reporting**

### **Information Guidelines on Eligible Expenses**

Attached to this memo are the U.S. Treasury guidelines and FAQs with some areas of particular interest highlighted. In addition, we have started to put together a list of questions below that we have received from local units of government that may be useful as you review your qualifying expenditures.

### **Zoom Meetings to Review Guidelines on Eligible Expenses.**

We have scheduled a Zoom Meeting to review general guidelines and to answer specific questions. Please RSVP to me and provide questions in advance.

**Thursday, June 11, 12-1pm**

### **Phase 1: Next Steps and Timeline**

Step 1 – Review materials, participate in Zoom meeting, ask your questions about eligible expenses

Step 2 - Complete Expenditure Submission Form. The form will be available online starting Thursday, June 11. I will send you a link as soon as it is live. Attached to this memo is an expenditure submission form to give you a sense of the information requested. We understand that these may need to be submitted to the County on a rolling basis, but we are setting June 30 as the first deadline. Monthly deadlines will follow.

Step 2 – County review to confirm eligibility

Step 3 – County and CVT sign interlocal agreement; Board of Commission approves

Step 4 – County disburses funds

### **Funding Cap Per Community**

We hope to be able to accommodate all the eligible expenses within the \$30 million. Should a cap become necessary it will be based on a formula set by the Oversight Committee.

### **Future Phases**

We understand that the process with FEMA may evolve over the next months. We also anticipate that CVTs may have future expenses that meet the eligibility requirements. We will open additional phases of the program to accommodate both areas should funding remain available.

### **Local FAQs (We will continue to add to this as we receive questions)**

Q: May the funds be used to cover the increased cost of workers compensation.

A: Yes. I Yes. From the CARES FAQs, "Increased workers compensation cost to the government due to the COVID-19 public health emergency incurred during the period beginning March 1, 2020, and ending December 30, 2020, is an eligible expense."

Q: May the funds be used to cover the cost of staff staying at home, but required to be on call for work?

A: Based on this description, there is no connection to COVID-19, and these are budgeted employees, so these costs would not be eligible. If there is additional background, please send it over for review.

Q: May the funds be used to cover the two-thirds FMLA Child Care or COVID 80 leave hours?

A: The Families First Act stipulates additional FMLA for this type of leave.

<https://www.dol.gov/agencies/whd/pandemic/ffcra-employer-paid-leave>

There is no funding for governments, however the CARES FAQs states, eligible expenditure includes, "Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions."

Q: May the funds be used for retirement incentives for employees that were subject to layoff as a result of COVID.

A: Making the case that the cost of retirement incentives are related to COVID-19 is likely to be very difficult.

Q: May the funds be used to cover IT costs, including staff, necessary to provide for teleworking?

A: Yes, the CARES Guidance states, an eligible expenses include, "Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions."

Q: May the funds be used for attorney fees to ensure compliance with health and executive orders?

A: Yes, the CARES Act includes, "Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety."

Q: May the funds be used to cover the increased cost of construction projects because of COVID?

A: Unlikely. May depend on the COVID related rationale provided by the contractor.

## **AGREEMENT FOR CARES ACT DISTRIBUTION BETWEEN OAKLAND COUNTY AND THE CITY OF PLEASANT RIDGE**

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

**PURPOSE OF AGREEMENT.** County and Public Body enter into this Agreement pursuant to the Urban Cooperation Act of 1967, 1967 Public Act 7, MCL 124.501 *et seq.*, for the purpose of County distributing a portion of its CARES Act funds to Public Body. County has allocated a portion of its CARES Act funds to be distributed to CVTs within Oakland County, which will be used to assist CVTs in meeting certain areas of need caused by the COVID-19 pandemic.

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

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows:
  - 1.1. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, Exhibit and attachment.
  - 1.2. **Claims** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against County or Public Body, or for which County or Public Body may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
  - 1.3. **Confidential Information** means all information and data that County is required or permitted by law to keep confidential, including records of County' security measures, including security plans, security codes and combinations, passwords, keys, and security procedures, to the extent that the records relate to ongoing security of County as well as records or information to protect the security or safety of persons or property, whether public or private, including, but not limited to, building, public works, and public water supply designs relating to ongoing security measures, capabilities and plans for responding to violations of the Michigan Anti-terrorism Act, emergency response plans, risk planning documents, threat assessments and domestic preparedness strategies.
  - 1.4. **County** means Oakland County, a Municipal and Constitutional Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.
  - 1.5. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.

- 1.6. **Public Body** means the City of Pleasant Ridge 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.
- 1.7. **Public Body Employee** means any employees, officers, directors, members, managers, trustees, volunteers, attorneys, 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 use or have access to the Oakland Together CVT funds 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. "Public Body Employee" does not include an individual resident of Public Body who receives an authorized distribution of Oakland Together CVT funds.
- 1.8. **CARES Act funds** means the money distributed to the County by the United States Department of Treasury pursuant to section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act.
- 1.9. **CVTs** means Cities, Villages, and Townships.
- 1.10. **Oakland Together CVT funds** means that portion of the CARES Act funds which the County has allocated to CVTs within Oakland County.
- 1.11. **Expenditure Submission Form** means the form which Public Body must complete and submit to the Office of the County Executive (OCE) prior to any disbursement of Oakland Together CVT funds to Public Body.
- 1.12. **OCE** means the Office of the Oakland County Executive, which includes the Chief Deputy and other Deputy County Executives.
- 1.13. **Oversight Committee** means the committee established by the Oakland County Board of Commissioners in the resolution allocating the Oakland Together CVT funds.
2. **COUNTY RESPONSIBILITIES.**
  - 2.1. OCE will review Public Body's Expenditure Submission Form(s) to determine whether Public Body is eligible to receive a distribution of Oakland Together CVT funds. This determination will be in the OCE's discretion pursuant to the "Coronavirus Relief Fund Guidance for State, Territorial, Local and Tribal Government" or other guidance issued by the Federal Government. OCE may request any supporting documentation it deems necessary to fully evaluate Public Body's eligibility.
  - 2.2. If OCE determines that Public Body is eligible to receive a distribution, County will distribute the eligible amount to Public Body.
  - 2.3. County is not obligated or required to distribute any Oakland Together CVT funds to Public Body if OCE determines that Public Body is not eligible to receive the funds, or if the amount of Oakland Together CVT funds available are not sufficient to fulfill Public Body's Expenditure Submission Form.
  - 2.4. After November 30, 2020, County will not accept any further Expenditure Submission Forms from Public Body, and County will retain the balance of any Oakland Together CVT funds for which Public Body was originally eligible, but which are not covered by an approved Expenditure Submission Form.

- 2.5. If County retains the balance of Oakland Together CVT funds not covered by an approved Expenditure Submission Form under Section 2.4, County may redistribute any or all of that amount to other eligible CVTs or as otherwise deemed appropriate by OCE.
- 2.6. OCE will work in collaboration with the Oversight Committee in determining Public Body's eligibility for Oakland Together CVT funds, and the amount of said funds to be distributed to Public Body.

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

- 3.1. Public Body may be eligible to receive a portion of Oakland Together CVT funds. Public Body shall complete and submit an Expenditure Submission Form to OCE and receive OCE approval prior to the receipt of any Oakland Together CVT funds.
- 3.2. In its first Expenditure Submission Form, Public Body shall only apply for Oakland Together CVT funds to pay for expenditures or programs already made by Public Body, or for funds to pay Public Body's required 25% "cost share" or "local match" required to obtain a FEMA grant.
- 3.3. Public Body shall follow all guidance established by the United States Treasury Department, and the County, when expending Oakland Together CVT funds, including, but not limited to, Section 601(d) of the Social Security Act and the "Coronavirus Relief Fund Guidance for State, Territorial, Local and Tribal Governments."<sup>1</sup>
- 3.4. Public Body shall not submit an Expenditure Submission Form for any expense which is eligible to be covered by a FEMA (Federal Emergency Management Agency) Public Assistance Reimbursement. Public Body may use Oakland Together CVT funds to pay the required 25% "cost share" or "local match" required to obtain a FEMA grant.
- 3.5. Public Body shall only expend Oakland Together CVT funds to pay for expenses incurred due to the COVID-19 public health emergency, and which expenses were not accounted for in Public Body's most recently approved budget as of March 27, 2020.
- 3.6. Public Body shall only expend Oakland Together CVT funds for expenses incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.
- 3.7. Public Body shall not use Oakland Together CVT funds as revenue replacement.
- 3.8. Public body shall not redistribute Oakland Together CVT funds, except Public Body shall be allowed to provide direct assistance to individual residents of Public Body, and pay vendors and service providers, as permitted by the CARES Act.
- 3.9. Public Body shall not expend Oakland Together CVT funds in any manner that Public Body did not include in a submitted and approved Expenditure Submission Form.
- 3.10. If Public Body receives an amount of funding from the federal or state government to cover expenses for which Public Body received Oakland Together CVT funds, Public Body shall return that amount of Oakland Together CVT funds to County.
- 3.11. Public Body shall keep records of all expenditures of Oakland Together CVT funds sufficient to demonstrate that said expenditures were in accordance with the guidance documents included in Section 3.3 for a period of 10 (ten) years, at a minimum.
- 3.12. Public Body shall produce said records of expenditures upon request by County or OCE, or as required by any future audit of the CARES Act program.

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<sup>1</sup> This document is available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

- 3.13. Public Body shall submit records to OCE within 30 (thirty) days after expenditure of Oakland Together CVT funds with a detailed description of how the funds were expended and how the expenditure of funds complied with the CARES Act guidance unless Public Body has already submitted said records with its Expenditure Submission Form.
- 3.14. In the event it is determined by OCE, or any other audit under the CARES Act program, that Public Body expended an amount of Oakland Together CVT funds in violation of the CARES Act requirements or this Agreement, Public Body shall be required to return that amount of money to County.
- 3.15. In any case where Public Body is required to return an amount of money to County 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.
- 3.16. 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 to County under this Agreement. The remedies in this Section shall be available to County on an ongoing and successive basis if Public Body 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.
- 3.17. Public Body shall respond to and be responsible for Freedom of Information Act requests relating to Public Body's records, data, or other information.

#### **4. DURATION OF INTERLOCAL AGREEMENT.**

- 4.1. This Agreement shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party. The approval and terms of this Agreement 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.
- 4.2. This Agreement shall remain in effect until January 31, 2021, or until cancelled or terminated by any of the Parties pursuant to the terms of the Agreement. Public Body shall comply with the record keeping, reporting, audit response, and fund return requirements of Section 3 after the termination of this Agreement if necessary.

#### **5. ASSURANCES.**

- 5.1. **Responsibility for Claims.** 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.
- 5.2. **Responsibility for Attorney Fees and Costs.** Except as provided for in Section 3.16, 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.

- 5.3. **No Indemnification.** 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.
- 5.4. **Costs, Fines, and Fees for Noncompliance.** Public Body shall be solely responsible for all costs, fines and fees associated with any misuse of the Oakland Together CVT funds and/or for noncompliance with this Agreement by Public Body Employees.
- 5.5. **Reservation of Rights.** 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.
- 5.6. **Authorization and Completion of Agreement.** 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.
- 5.7. **Compliance with Laws.** Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.

#### 6. **TERMINATION OR CANCELLATION OF AGREEMENT.**

- 6.1. County may terminate or cancel this Agreement at any time if it determines that Public Body has expended Oakland Together CVT funds in violation of CARES Act requirements or this Agreement. Either OCE or the Board of Commissioners is authorized to terminate this Agreement under this provision. If County terminates or cancels this Agreement, Public Body shall be liable to repay County the amount of money expended in violation of CARES Act requirements or this Agreement. County may utilize the provisions in Sections 3.15 – 3.16 to recoup the amount of money owed to County by Public Body.
- 6.2. Public Body may terminate or cancel this Agreement at any time if it determines that it does not wish to receive any Oakland Together CVT funds. If Public Body terminates or cancels this Agreement, it shall immediately return to County any and all Oakland Together CVT funds it has already received.
- 6.3. If either Party terminates or cancels this agreement they shall provide written notice to the other Party in the manner described in Section 13.

7. **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.
8. **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.
9. **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.

10. **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.
11. **PRECEDENCE OF DOCUMENTS**. In the event of a conflict between the terms 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 and conditions.
12. **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.
13. **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.
  - 13.1. If Notice is sent to County, it shall be addressed and sent to: Oakland County Executive, 2100 Pontiac Lake Rd., Waterford, MI, 48328, and the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, MI, 48341.
  - 13.2. If Notice is sent to Public Body, it shall be addressed to: City Manager, 23925 Woodward Avenue, Pleasant Ridge, MI 48069.
14. **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.
15. **SURVIVAL OF TERMS**. The following terms and conditions shall survive and continue in full force beyond the termination or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their nature: Definitions (Section 1); Assurances (Section 5); No Third-Party Beneficiaries (Section 8); No Implied Waiver (Section 9); Severability (Section 10); Precedence of Documents (Section 11); Governing Law/Consent to Jurisdiction and Venue (Section 14); Survival of Terms (Section 15); Entire Agreement (Section 16), and the record keeping, reporting, audit compliance, and fund return provisions of Section 3.
16. **ENTIRE AGREEMENT**.
  - 16.1. This Agreement represents the entire agreement and understanding between the Parties regarding the Oakland Together CVT funds. With regard to the Oakland Together CVT funds, this Agreement supersedes all other oral or written agreements between the Parties.

16.2. 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, James Breuckman, City Manager hereby acknowledges that he/she has been authorized by a resolution of the Pleasant Ridge City Commission, a certified copy of which is attached, 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: \_\_\_\_\_  
James Breuckman, City Manager

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

WITNESSED: \_\_\_\_\_  
Amy Allison, Assistant City Manager

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

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

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

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

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

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



# City of Pleasant Ridge

Amy Allison, City Clerk/Assistant City Manager

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From: Amy Allison, City Clerk/Assistant City Manager  
To: City Commission  
Date: July 14, 2020  
Re: Interlocal Agreement with Oakland County/G2G for credit card acceptance service fee waiver

## Overview

In order to manage the effects of COVID-19 and the State of Emergency in Michigan back in March, Oakland County agreed to waive the Enhanced Access Fees (EAF) related to the I.T. Services Agreement related to Online Payments. This was to encourage citizens and customers to use online payments rather than visiting the City offices to make a payment in-person. On March 19<sup>th</sup>, the City Administration opted into the fee waiver program. This meant any payment received online would not be charged the enhanced access fee (approximately 2.25% of the transaction.) This allowed homeowners the option of paying their utility bill online without the worry of additional charges or leaving their homes during the shelter in place.

## Background

In August 2016, the City partnered with Oakland County/G2G to accept credit/debit card payments for City related billings. Many individuals take advantage of this option to pay for utility bills, municipal fines, permits and dog licenses and park passes. Since its inception in 2016, approximately 5,500 transactions have been paid via credit/debit card.

In March 2020, the City Administration was notified of the fee waiver opt-in and the decision was made to waive the enhanced access fees for online payments from March 23, 2020 through April 30, 2020. The waiver was then extended through June 30, 2020, as the shelter in place order was extended by the Governor. At this time, the fee waiver is expired, however the County is requesting an amendment to the City's interlocal agreement related to online payments to confirm the City's decision to opt-in.

## Requested Action

City Commission approval of the amended I.T. services interlocal agreement between the City of Pleasant Ridge and the County of Oakland/G2G relating to the Online Payment processing fee waiver.

## **AMENDMENT TO AGREEMENT FOR I.T. SERVICES**

This Amendment of the I.T. Services Agreement ("Amendment") is made and entered into between City of Pleasant Ridge ("Public Body") and the County of Oakland, ("County"), a Michigan Constitutional Corporation, whose address is 1200 N. Telegraph Road, Pontiac, Michigan 48341. Public Body and County shall be collectively referred to as the "Parties" and individually as a "Party."

The Parties agree and acknowledge that the purpose of this Amendment is to modify as provided herein and otherwise continue the present contractual relationship between the Parties as described in their I.T. Services Agreement, ("Agreement"), which was executed on 8/2/2016.

1. The Parties agree to amend the Agreement for the time period starting on March 25, 2020 through April 30, 2020, as follows:
  - 1.1. All defined words or phrases in the Agreement between the Parties will apply equally throughout this Amendment.
  - 1.2. Any and all other terms and conditions set forth in the Agreement between the Parties shall remain in full force and effect and shall not be modified, excepted, diminished, or otherwise changed or altered by this Amendment except as expressly provided in this Amendment.
  - 1.3. The County will not collect from or charge an Enhanced Access Fee to any person or entity making a payment through the I.T. Services provided to Public Body in Exhibit I (Online Payments) and/or Exhibit III (Pay Local Taxes) of the Agreement.
  - 1.4. Public Body is not entitled to and will not receive any portion or sharing of the Enhanced Access Fees for the I.T. Services in Exhibit I (Online Payments) and/or Exhibit III (Pay Local Taxes) of the Agreement.
2. The County, through the County Executive or its designee, may extend the time period of this Amendment for no longer than sixty (60) days after April 30, 2020, by providing written or electronic (including E-mail) notice of the extension.
3. Upon expiration of this Amendment, any and all terms and conditions set forth in the Agreement and the selected Exhibits shall resume and continue in full force and effect.

The undersigned hereby execute this Amendment on behalf of Public Body and County and by doing so legally obligate and bind Public Body and County to the terms and conditions of this Amendment.

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

EXECUTED: \_\_\_\_\_  
James Breuckman, City Manager

DATE:

WITNESSED: \_\_\_\_\_  
Amy Allison, Assistant City Manager

DATE:

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

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

DATE:

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

DATE:

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

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This Agreement (the "Agreement") is made between Oakland County, a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and the 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	<a href="mailto:servicecenter@oakgov.com">servicecenter@oakgov.com</a>

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

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

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

#### **4. DURATION OF INTERLOCAL AGREEMENT.**

- 4.1. This Agreement and any amendments shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party except as otherwise specified below. The approval and terms of this Agreement and any amendments, except as specified below, shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State. If Public Body is a Court, a signature from the Chief Judge of the Court shall evidence approval by the Public Body, providing a resolution and minutes does not apply.
- 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.



**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.

## ONLINE PAYMENTS EXHIBIT I

### 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](http://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](http://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

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### 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.

## OVER THE COUNTER CREDIT CARD PAYMENTS EXHIBIT VIII

### 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](http://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**

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**INTRODUCTION.**

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

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

The Parties agree to the following terms and conditions:

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

- 1.8. **CLEMIS Website** is the portion of the County's website dedicated to CLEMIS located at [www.oakgov.com/clemis](http://www.oakgov.com/clemis) or [www.clemis.org](http://www.clemis.org).
- 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.

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### EXHIBIT X

#### I.T. SERVICES - INTERLOCAL AGREEMENT

Approved by CLEMIS Strategic Planning Committee 07-08-15

Approved by CLEMIS Advisory Committee 07-16-15

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

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**Approved by CLEMIS Strategic Planning Committee 07-08-15**

**Approved by CLEMIS Advisory Committee 07-16-15**

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

☐

16 or more FTE's

☒

6 – 15 FTE's

☐

1 – 5 FTE's

☐

#### Tier 2

☐

16 or more FTE's

☐

6 – 15 FTE's

☐

1 – 5 FTE's

☐

#### Tier 2.5

☐

16 or more FTE's

☐

6 – 15 FTE's

☐

1 – 5 FTE's

☐

#### Tier 3

☐

16 or more FTE's

☐

6 – 15 FTE's

☐

1 – 5 FTE's

#### Tier 4 Rescinded

#### Tier 5 Rescinded

☐

#### Tier 6 (eCLEMIS)

☐

19 or more FTE's

☐

6 – 18 FTE's

☐

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)

☐

**Pays CLEMIS Fee:** receives ticket data.

☐

**OPT-OUT of CLEMIS Citation Payment Application**

☐

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

☐

#### District Court outside Oakland County

☐

**Pays CLEMIS Fee:** receives ticket data.

☐

**OPT-OUT of CLEMIS Citation Payment Application**

☐

**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: FERNDAL FIRE DEPARTMENT

Address: 1635 LIVERNOIS, FERNDAL MI 48220

Contact: KEVIN SULLIVAN, FIRE CHIEF Phone: 248.546.2510

Email: KSULLIVAN@FERNDALFIRESCUE.ORG



CRASH Report Payment Amount: \$ 5.60



### Enhanced Access Fee Disbursement Instructions



Disbursement when Requested



Disbursement Quarterly

Make Check Payable to: CITY OF PLEASANT RIDGE



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

COUNTY:

CLEMIS Division Manager

Date

PUBLIC BODY:

CITY OF PLEASANT RIDGE

Title/Name:

JAMES BRECKENRATH - CITY MANAGER

Signature:



Date

(to be completed by Public Body)