# Oak Park

# City Council Agenda

February 15, 2021

# AGENDA

**REGULAR CITY COUNCIL MEETING**
**38th CITY COUNCIL**
**OAK PARK, MICHIGAN**
**February 15, 2021**
**7:00 PM**

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**1. CALL TO ORDER**

**2. ROLL CALL**

**3. APPROVAL OF AGENDA**

**4. CONSENT AGENDA**

The following routine items are presented for City Council approval without discussion, as a single agenda item. Should any Council Member wish to discuss or disapprove any item it must be dropped from the blanket motion of approval and considered as a separate item.

A. Regular City Council Meeting Minutes of February 1, 2021
B. Parks and Recreation Commission Meeting Minutes of December 16, 2020
C. Licenses New and Renewals submitted for February 15, 2021

**5. RECOGNITION OF VISITING ELECTED OFFICIALS**

Oakland County Update - Commissioner Yolanda Smith Charles

**6. SPECIAL RECOGNITION/PRESENTATIONS:**

A. Black History Month Special Presentation – Arts and Cultural Diversity Commission

**7. PUBLIC HEARINGS:**

A. Public Hearing to receive public comment on the allocation of the 2021 Community Development Block Grant Funds

B. Resolution approving the recommended allocations of the 2021 Community Development Block Grant Funds and authorizing the Mayor to sign the application and subrecipient agreement on behalf of the City

**8. COMMUNICATIONS:** None

**9. SPECIAL LICENSES:** None

**10. ACCOUNTING REPORTS:**

A. Approval for payment of invoices submitted by Garan, Lucow, Miller, P.C. for legal services in the total amount of $13,956.52

B. Approval for payment of an invoice submitted by Howard L. Shifman, P.C., for legal services retainer for January 1, 2021 – March 31, 2021 in the total amount of $18,000.00

**11. BIDS:** None

**12. ORDINANCES:** None

**13. CITY ATTORNEY:**

**14. CITY MANAGER:**

**Administration**

A. Request to approve an amendment to the Interlocal Agreement between Oakland County and City of Oak Park regarding MIDC continuing legal education requirements and to authorize the City Manager to sign the amendment on behalf of the City

**Public Safety Department**

B. Request to renew the Inter Local Agreement with Oakland County for CLEMIS IT Services and to authorize the City Manager to sign the agreement on behalf of the City

**Finance/Assessing**

C. Quarterly Investment Report for period ending 12/31/2020
D Quarterly Financial Report for period ending 12/31/2020
E. Resolution approving requested Budget Amendment #2021-3 for period ending 12/31/2020
F. Request to adopt the rate of compensation for the Board of Review members and the 2021 meeting dates and times
G. Request to adopt the City of Oak Park 2021 Poverty Exemption Policy

**Communications**

H. Event and Activity Update

## 15. CALL TO THE AUDIENCE

Each speaker's remarks are a matter of public record; the speaker, alone, is responsible for his or her comments and the City of Oak Park does not, by permitting such remarks, support, endorse or accept the content, thereof, as being true or accurate. "Any person while being heard at a City Council Meeting may be called to order by the Chair, or any Council Member for failure to be germane to the business of the City, vulgarity, or personal attacks on persons or institutions." There is a three minute time limit per speaker.

## 16. CALL TO THE COUNCIL

## 17. ADJOURNMENT

The City of Oak Park will comply with the spirit and intent of the American with Disabilities Act. We will provide support and make reasonable accommodations to assist people with disabilities to access and participate in our programs, facilities and services. Accommodations to participate at a Council Meeting will be made with 7-day prior notice.

**CITY OF OAK PARK, MICHIGAN**
**REGULAR COUNCIL MEETING OF THE**
**38th OAK PARK CITY COUNCIL**
**February 1, 2021**
**7:00 PM**

# MINUTES

Mayor McClellan called the virtual meeting to order at 7:01 p.m. Oak Park City Hall, 14000 Oak Park Boulevard, Oak Park, MI 48237. (248) 691-7544.

**PRESENT:** Mayor McClellan, Council Member Radner, Council Member Edgar, Council Member Whitehead

**ABSENT:** Mayor Pro Tem Burns (Excused due to family illness)

**OTHERS PRESENT:** City Manager Tungate, City Clerk Norris, City Attorney Duff

**APPROVAL OF AGENDA:**

**CM-02-026-21 (AGENDA ITEM #3) ADOPTION OF THE AGENDA AS AMENDED – APPROVED**

Motion by Edgar, seconded by Whitehead, CARRIED UNANIMOUSLY, to approve the agenda with the following addition:

- Item 14A2 – Add resolution waiving 2021 business license late fees.

| | | |
|---|---|---|
| Voice vote: | Yes: | McClellan, Radner, Edgar, Whitehead |
| | No: | None |
| | Absent: | Burns |

**MOTION DECLARED ADOPTED**

**CONSENT AGENDA:**

**CM-02-027-21 (AGENDA ITEM #4A-G) CONSENT AGENDA - APPROVED**

Motion by Edgar, seconded by Radner, CARRIED UNANIMOUSLY, to approve the Consent Agenda consisting of the following items:

A. Regular Council Meeting Minutes of January 19, 2021 **CM-02-028-21**
B. Special City Council Meeting Minutes of January 19, 2021 **CM-02-029-21**
C. Retirement Board Meeting Minutes of October 26, 2020 **CM-02-030-21**
D. Request to advertise for bids for 2021 Lawn Maintenance Contract, M-721 **CM-02-031-21**
E. Request to advertise for bids the 2021 Sidewalk Repair Program, M-713 **CM-02-032-21**
F. Arts and Cultural Diversity Commission Minutes of September 10, 2020, October 8, 2020 and November 12, 2020 **CM-02-033-21**

G. Licenses New and Renewals submitted for February 1, 2021 **CM-02-034-21**

| | | |
|---|---|---|
| Voice Vote: | Yes: | McClellan, Radner, Edgar, Whitehead |
| | No: | None |
| | Absent: | Burns |

**MOTION DECLARED ADOPTED**

**RECOGNITION OF VISITING ELECTED OFFICIALS: None**

**SPECIAL RECOGNITION/PRESENTATIONS:**

**(AGENDA ITEM #6A)** Public Safety Director Cooper presented Public Safety Citizen Citations to Tianna Meadows and Curtis Hicks for their assistance to the department and community.

**(AGENDA ITEM #6B)** Director of Strategic Planning and Special Projects VanVleck presented the Oak Park Strategic Plan. A complete copy of the plan is on file with the City Clerk**.**

**PUBLIC HEARINGS: None**

**COMMUNICATIONS: None**

**SPECIAL LICENSES: None**

**ACCOUNTING REPORTS**:

**CM-02-035-21** **(AGENDA ITEM #10A) APPROVAL FOR PAYMENT OF INVOICES SUBMITTED BY GARAN, LUCOW, MILLER, P.C. FOR LEGAL SERVICES IN THE TOTAL AMOUNT OF $13,676.34 - APPROVED**

Motion by Radner, seconded by Edgar, CARRIED UNANIMOUSLY, to approve payment of invoices #553621 and #553622 by Garan, Lucow, Miller P.C., for legal services rendered through December 31, 2020 in the total amount of $13,676.34.

| | | |
|---|---|---|
| Roll Call Vote: | Yes: | McClellan, Radner, Edgar, Whitehead |
| | No: | None |
| | Absent: | Burns |

**MOTION DECLARED ADOPTED**

**BIDS: None**

**ORDINANCES: None**

**CITY ATTORNEY: No Report**

**CITY MANAGER:**

**Administration**

**CM-02-036-21** **(AGENDA ITEM #14A) MOTION TO EXTEND CLOSURE OF CITY HALL, COMMUNITY CENTER AND LIBRARY TO THE PUBLIC THROUGH MARCH 1, 2021 - APPROVED**

Motion by Radner, seconded by Whitehead, CARRIED UNANIMOUSLY, to extend closure of City Hall, Community Center and Library to the public through March 1, 2021.

| | | |
|---|---|---|
| Roll Call Vote: | Yes: | McClellan, Radner, Edgar, Whitehead |
| | No: | None |
| | Absent: | Burns |

**MOTION DECLARED ADOPTED**

**CM-02-037-21** **(AGENDA ITEM #14A2) Added to the Agenda. REQUEST TO WAIVE BUSINESS LICENSE LATE FEES INCURRED ON 2021 BUSINESS LICENSES - APPROVED**

Motion by Edgar, seconded by Radner, CARRIED UNANIMOUSLY, to waive business license late fees incurred on 2021 business licenses.

| | | |
|---|---|---|
| Roll Call Vote: | Yes: | McClellan, Radner, Edgar, Whitehead |
| | No: | None |
| | Absent: | Burns |

**MOTION DECLARED ADOPTED**

**Department of Public Works**

**CM-02-038-21** **(AGENDA ITEM #14B) REQUEST TO APPROVE A CONTRACT EXTENSION OFFER FROM AMERICAN FENCE CO. FOR THE 2020 DECORATIVE FENCE PROJECT EXTENSION FOR A TOTAL AMOUNT OF $124,056.60 - APPROVED**

Motion by Edgar, seconded by Radner, CARRIED UNANIMOUSLY, to approve a contract extension offer from American Fence Co. for the 2020 Decorative Fence Project Extension for a total amount of $124,056.60 and fund the project from the Public Improvement Fund Balance.

| | | |
|---|---|---|
| Roll Call Vote: | Yes: | McClellan, Radner, Edgar, Whitehead |
| | No: | None |
| | Absent: | Burns |

**MOTION DECLARED ADOPTED**

Assistant City Manager Yee summarized the request from American Fence Co. for a contract extension of the 2020 Decorative Fence Contract, M-695. He indicated American Fence would like to execute a one (1) year extension of their unit prices from this project to perform additional work along 9 Mile Road West to Coolidge and along the East side of McClain from 9 Mile to Coolidge. The contract allowed for one - one (1) year extension. This project will provide needed brush cleanup and beautification in this area.

**Recreation**

**CM-02-039-21** **(AGENDA ITEM #14C) REQUEST TO APPROVE A CONTRACT WITH SKERBECK FAMILY CARNIVAL INC. FOR RIDING DEVICES, MIDWAY SHOWS, AND FOOD AND GAME CONCESSIONS AT THE SUMMERBLAST EVENT ON JUNE 18 THRU JUNE 20, 2021 - APPROVED**

Motion by Whitehead, seconded by Edgar, CARRIED UNANIMOUSLY, to approve the contract extension offer from Inland Waters Pollution Control, Inc. for the 2021 Sewer Lining Contract, M-717 for a total amount of $289,267.00.

| | | |
|---|---|---|
| Roll Call Vote: | Yes: | McClellan, Radner, Edgar, Whitehead |
| | No: | None |
| | Absent: | Burns |

**MOTION DECLARED ADOPTED**

**Communications**

**(AGENDA ITEM #14D) Event and Activity Update**

Communications Director Davis reported upcoming activities and events.

**CALL TO THE AUDIENCE:**

Theresa Boykin, expressed concern about an increase in her water bill

**ADJOURNMENT:**

There being no further business to come before the City Council, Mayor McClellan adjourned the meeting at 8:17 P.M.

T. Edwin Norris, City Clerk

Marian McClellan, Mayor

# CITY OF OAK PARK

**Department of Recreation**

**Mayor**
Marian McClellan
**Mayor Pro Tem**
Carolyn Burns
**Council Members**
Solomon Radner
Julie Edgar
Shaun Whitehead
**City Manager**
Erik Tungate


## PARKS AND RECREATION COMMISSION REGULAR MEETING
## Minutes from December 16, 2020 at 7:00 pm
## Virtual Meeting

**I.** Meeting called to order at 7:01 p.m. by Patrick North.

**II.** Introductions – Welcome

**Members present**: Patrick North, Beverly Wiggins, Alexander Simpson, Mickey Alderman, Dwight Thomas, Andrew Cissell and Theresa Henderson

**Members absent:** Diane Spiller, Juanita Bell

**Staff members present:** Laurie Stasiak, Recreation Director

**Councilmembers absent**: Julie Edgar

**III.** Approval of Agenda for December 16, 2020.

Motion by Beverly Wiggins to ACCEPT
Seconded by Dwight Thomas
PASSED.

**IV.** Approval of minutes of Parks and Recreation Commission Meeting of November 18, 2020.

Motioned by Andrew Cissell to ACCEPT.
Seconded by Mickey Alderman
PASSED.

**V.** Council updates – Council Member Julie Edgar

None

**VI.** Recreation Updates – Laurie Stasiak, Recreation Director

a. Senior Drive In Bingo: Our Monday Drive In Bingo remains popular even with the cold weather. The participants all agree they would like it to continue into January and February 2021. They all like to see each other and it is a good time out of the house.
b. Holiday Hug event: December 21, 2020 will see the first Annual Holiday Hug event. We have identified several seniors that use our transportation service, that have little to no family in the area, or that just need a little "Hug". On December 21, we will be taking our brightly lit SMART bus to approximately 16 homes, where "The Mrs. of Mirth and Merriment" will deliver a holiday bag containing a variety of gifts: A holiday mug, hot chocolate mix, Hersey chocolate kisses, candy canes, a plush Polar bear with blue winter scarf, holiday cookies, and a poinsettia courtesy of Westborn Market.

c. The Odyssey is reborn under a new name: The Senior Scoop. It has been clear that the seniors are not getting the information regarding what the recreation department has for them. A monthly newsletter will be available for pick up on the 21st of every month outside in the foyer of the Community Center. This will have up to date information as to what is available for them to participate in.
d. Find The Magic: Scavenger Hunt Is set for January in place of Winterfest. 10 snowflakes will be placed around our parks and several businesses. The first 5 families to discover all 10 snowflakes and turn in their clue sheet will win a Detroit Zoo 2021 membership for a family of four! Joyful Tots Childcare and Learning Center is the sponsor for this event!
e. The new youth monthly newsletter, "The Rec," will go out at the end of this month. The newsletter will be another avenue for community members and their families to get information on our programs. There will be digital as well as physical copies.
f. We are launching our new esports leagues that will be focused on sports games. They include NBA 2k21, Madden NFL 21, and Rocket League. There will be youth and adult divisions.
g. Upcoming we have a weekly trivia night, with different themes, such as Friends, The Office, Game of Thrones, and Disney. once per month the theme will be more family focused.
h. We are offering three more Arts Classes for the youth. We had a good turnout for the Crochet class in November, so we are hoping to continue that into the new year!
i. Lastly, we are starting up a Teen Council. The council will consist of Oak Park Teens that want to make a difference in their community. This will be the governing body of the youth community with ideas for new programs coming straight from them! The council will meet monthly via zoom starting Monday, January 25 at 4:00 pm.

**VII.** Old Business – Commission

a. **Review Dog Park** – The Dog Park Committee will start meeting in January. It was decided to meet the second Wednesday of the month, January 13 at 6:30 pm. This committee will help steer the effort to work on the planning and implementation of Oak Parks' first dog park. Commissioners Andrew Cissell and Theresa Henderson will be part of the Committee, along with Councilmember Edgar, Recreation Director Stasiak, Toni Christofel, Animal Control Officer, a member of the DPW Department, and four residents.

b. **First Annual Holiday Awards Update:**

Judging took place on Monday, December 14 - 16. Commissioners taking part in the judging were: Andrew Cissell, Theresa Henderson, and Chair, Patrick North, also Danielle Fracassa, Maralee Rosemond and Laurie Stasiak from Recreation. There were 25 nominees from all areas of the city. Winners will be notified on December 17, and awards will be presented on December 22 from 11:30 – 12:30 pm, Andrew Cissell, Patrick North and Recreation Director, Laurie Stasiak will present the awards to the winners.

**Best Friends Child Care sponsored this event for the second year.**

**VIII.** New Business – Commission

**IX.** Announcements

a. Patrick commented on Dwight's and Theresa's holiday spirit.

**X.** Adjourn

Motion to ADJOURN meeting by Mickey Alderman
Seconded by Dwight Thomas
Motion APPROVED
Meeting ADJOURNED at 7:32 p.m.

Respectfully submitted by Laurie Stasiak, Recreation Director.

## MERCHANT'S LICENSES - FEBRUARY 15TH, 2021

(Subject to All Departmental Approvals)

| NEW MERCHANT | ADDRESS | FEES | BUSINESS TYPE |
|---|---|---|---|

| RENEWALS | ADDRESS | FEES | BUSINESS TYPE |
|---|---|---|---|
| ERNIE'S MARKET | 8500 CAPITAL | $150.00 | RETAIL/FOOD |
| MURRAYS WORLDWIDE | 8750 CAPITAL | $150.00 | MANUFACTURE, DISTRIBUTION HAIR CARE |
| TIGER COLLISION | 10010 CAPITAL | $150.00 | COLLISION BODY SHOP |
| M. BESHARA | 10020 CAPITAL | $150.00 | PRINTING |
| PERSONAL UNIFORM SERVICE | 10100 CAPITAL | $150.00 | UNIFORM SERVICE |
| PRONTO PEST MANAGEMENT | 10130 CAPITAL | $150.00 | PEST CONTROL ELIMINATION |
| SUPERIOR ELECTRIC CO OF GREATER DETROIT | 10280 CAPITAL | $150.00 | ELECTRICAL CONTRACTOR |
| LECOM | 13270 CAPITAL | $150.00 | CONSTRUCT, MAINTAINS AND REPAIRS OVERHEAD ELECTRICAL POWER TRANSMISSIONS AND DISTRIBUTION SYSTEMS |
| BMI ROAD SERVICE | 13380 CAPITAL | $150.00 | DISPATCH OFFICE FOR AAA TOWING SERVICE |
| CHETS RENT ALL | 20800 COOLIDGE | $150.00 | EQUIPMENT REPAIR |
| TOBACCO IMPORT USA | 21060 COOLIDGE | $150.00 | HOOKAH, HOOKAH TOBACCO AND ACCESSORIES SALES |
| SR AUDIO | 21070 COOLIDGE | $150.00 | AUDIO, VIDEO AND LIGHTING PRODUCTION SERVICES |
| HONORE HOLDINGS | 21400 COOLIDGE | $150.00 | |
| INTEGRA CONTRACTORS | 21410 COOLIDGE | $150.00 | EXCAVATION, DEMOLITION, TRUCKING, GRADING |
| HANDS OF HOPE INTERNATIONAL | 21790 COOLIDGE | $150.00 | 501C3 NONPROFIT |
| CHIROPRACTIC WORKS | 21790 COOLIDGE | $150.00 | CHIROPRACTIC OFFICE |
| CITI TRENDS #580 | 22106 COOLIDGE | $150.00 | VALUE PRICED, RETAILER OF URBAN FASHION APPAREAL, SHOES AND ACCESSORIES |
| VALUE WORLD | 22130 COOLIDGE | $150.00 | SECOND HAND GOODS/THRIFT STORE |
| MERCURY DRUGS | 22150 COOLIDGE | $150.00 | PHARMACY |
| SASSY NAILS | 24750 COOLIDGE | $150.00 | NAIL SALON |
| LITTLE CAESARS | 24756 COOLIDGE | $150.00 | PIZZA RESTAURANT |
| J & K MATTRESS | 26001 COOLIDGE | $150.00 | MATTRESS SALE |
| PARTY TIME RENTAL | 12980 EIGHT MILE | $150.00 | PARTY SUPPLY RENTAL CO |
| OAK LIQUOR AND WINE | 13700 EIGHT MILE | $150.00 | LIQUOR STORE |
| WHEEL DEPOT ONE | 13800 EIGHT MILE | $150.00 | AUTOMOTIVE SALES, SERVICE & REPAIR |
| WHEEL & TIRE | 13800 EIGHT MILE STE B | $150.00 | RIMS, TIRES SALES AND INSTALL & MECHANIC |
| HAGOPIAN CLEANING SERVICES | 14000 EIGHT MILE | $150.00 | RUG CLEANING, REPAIRS, IN-HOME CLEANING |
| 8 MILE SMOKE & VAPE | 15180 EIGHT MILE | $150.00 | WHOLESALE DISTRIBUTOR OF ALL THINGS SMOKE & VAPE |
| ONCOLOGY CLINICS | 20770 GREENFIELD 1A | $150.00 | MEDICAL |
| MCDONALDS | 21000 GREENFIELD | $150.00 | FAST FOOD RESTAURANT |
| THE WELLNESS PLAN MEDICAL CENTER | 21040 GREENFIELD | $150.00 | COMMUNITY HEALTHCARE SERVICES |
| GREGS DIESEL SERVICE | 21200 GREENFIELD | $150.00 | TRAILER REPAIR |
| RAM JEWELRY | 21600 GREENFIELD 105A | $150.00 | JEWELER |
| HER CHIC APPEAL | 21700 GREENFIELD 105 | $150.00 | WOMEN CLOTHING |
| BABY RAY PRODUCTION | 21700 GREENFIELD 259 | $150.00 | PRODUCTION/ EVENT PLANNING |
| KROME JEWELER | 21700 GREENFIELD 302 | $150.00 | JEWELER |
| AL'S JEWELRY | 21700 GREENFIELD 306 | $150.00 | JEWELER |
| HERMANS CREATIONS | 21700 GREENFIELD 324 | $150.00 | JEWELER |
| RENAISSANCE JEWELERS | 21700 GREENFIELD 325 | $150.00 | JEWELER |
| HOLLYWOOD DIAMOND SETTING | 21700 GREENFIELD 327 | $150.00 | JEWELER |
| GOLD FASHION JEWELRY | 21700 GREENFIELD 333 | $150.00 | JEWELER |
| DIAMOND FASHION JEWELERS | 21700 GREENFIELD 337 | $150.00 | JEWELER |
| A 1 CUSTOM DIAMONDS | 21700 GREENFIELD 359 | $150.00 | JEWELER |
| TRUST JEWELERS | 21700 GREENFIELD 361 | $150.00 | JEWELER |
| MARO JEWELERS | 21700 GREENFIELD 365 | $150.00 | JEWELER |
| DIAMOND ISLAND OF GREENFIELD | 21700 GREENFIELD 390 | $150.00 | JEWELER |
| A & W DRIVER EDUCATION SCHOOL | 21700 GREENFIELD LL01 | $150.00 | DRIVER EDUCATION SCHOOL |
| BUILDING TECHNOLOGY ASSOCIATES | 21850 GREENFIELD | $150.00 | ROOF CONSULTANT |
| MAPLE HOME HEALTH CARE | 23300 GREENFIELD 219 | $150.00 | HOME HEALTH AGENCY |
| TINA NAILS & SPA | 24720 GREENFIELD | $150.00 | NAIL SALON |
| MOTOR CITY SOUL FOOD | 24790 GREENFIELD | $150.00 | CARRY OUT RESTAURANT |
| RITE AID DISCOUNT | 24850 GREENFIELD | $150.00 | RETAIL DRUG/VARIETY STORE |
| SUNOCO | 25000 GREENFIELD | $150.00 | GAS CONVEINIENT STORE |
| ZEMAN'S NEW YORK BAKERY | 25258 GREENFIELD | $150.00 | BAKERY |
| STEPPING OUT HAIR AND NAIL SALON | 25266 GREENFIELD | $150.00 | HAIR AND NAIL SALON |
| KRAVINGS | 25270 GREENFIELD | $150.00 | KOSHER SUSHI, BBQ, BURGERS, DELI TAKEOUT |
| CHECK N GO | 25274 GREENFIELD | $150.00 | FINANCIAL SERVICES |
| SWEET AND SPICY SEAFOOD FACTORY | 25298 GREENFIELD | $150.00 | CARRY OUT RESTAURANT |
| SUMMIT DISABILITY PLLC | 25900 GREENFIELD 111 | $150.00 | LEGAL |
| MODERN STAMPS | 25900 GREENFIELD 136 | $150.00 | STAMPS FOR COLLECTORS AND AUCTIONS |
| HAPPINESS NOW HYPNOSIS | 25900 GREENFIELD 201 | $150.00 | HYPNOTHERAPY |
| OXFORD HILL PARTNERS LLC | 25900 GREENFIELD 232 | $150.00 | MARKETING COMPANY |
| THEMES OF HARMONY COUNSELING | 25900 GREENFIELD 320 | $150.00 | OUTPATIENT MENTAL HEALTH PRACTICE |
| JEWISH FAMILY SERVICE | 25900 GREENFIELD 405 | $150.00 | SOCIAL SERVICE AGENCY |
| LTC CONSULTING SERVICES | 25900 GREENFIELD 412 | $150.00 | MEDICAL BILLING SERVICE |
| DRVE-ABLE LLC | 25900 GREENFIELD 505 | $150.00 | OCCUPATIONAL THERAPY BASED DRIVER REHAB PROGRAM |
| MCDONALDS | 26160 GREENFIELD | $150.00 | FAST FOOD RESTAURANT |
| B.C. & F TOOL COMPANY | 26670 HARDING | $150.00 | TOOL SERVICES |
| ALLIANCE A/C & HEATING | 20800 HUBBELL | $150.00 | HEATING AND COOLING COMPANY |
| LIFE SKILLS RESIDENTIAL | 25640 LINCOLN TERRACE | $150.00 | PROFESSIONAL SERVICES |
| HAIR UNIQUE | 8138 NINE MILE | $150.00 | HAIR SALON |
| GREAT HANDS MASSAGE | 8230 NINE MILE | $150.00 | MASSEUSE |
| BEST FRIENDS CHILDCARE | 8440 NINE MILE | $150.00 | CHILD CARE |
| DON'S DONE-RITE AUTO WASH | 10250 NINE MILE | $150.00 | EXTERIOR AUTO WASH |
| L N S TOBACCO | 10700 NINE MILE | $150.00 | TOBACCO SHOP |
| PIZZA SQUARE | 10770 NINE MILE | $150.00 | PIZZA RESTAURANT |
| ITS ALL ABOUT YOU | 10810 NINE MILE | $150.00 | BEAUTY AND BARBER SHOP |
| OAK PARK MAX CARE PHYSICAL THERAPY | 12702 NINE MILE | $150.00 | PHYSICAL THERAPY |
| MY PLACE CENTER FOR WELLNESS | 12718 NINE MILE | $150.00 | NON-PROFIT MENTAL HEALTH RECOVERY PROGRAM |
| WILLIAM L. JORDAN MD | 12900 NINE MILE | $150.00 | OBGYN |
| COOLIDGE CAFÉ | 13400 NINE MILE | $150.00 | RESTAURANT |
| ATLAS CUT STONE | 12920 NORTHEND | $150.00 | LIMESTONE AND STONE SUPPLIERS |
| HATZALAH OF MICHIGAN | 13650 OAK PARK BLVD A | $150.00 | VOLUNTEER EMS |
| C & J GENERAL CONTRACTORS | 22610 ROSEWOOD | $150.00 | GENERAL CONTRACTORS |
| SAMARITAN HOMES | 22610 ROSEWOOD | $150.00 | OFFICE |
| JEWISH SENIOR LIFE SERVICES | 15000 TEN MILE | $150.00 | SENIOR LIFE SERVICES |
| MURRAYS WORLDWIDE | 21930 WYOMING | $150.00 | MANUFACTURE, DISTRIBUTION HAIR CARE |
| UNIQUE FURNITURE | 21820 WYOMING PL | $150.00 | FURNITURE MANUFACTURER |
| NOTABLE INTERIORS & EVENTS | 21840 WYOMING PL #B | $150.00 | INTERIOR AND EVENT DESIGN |

| DISCOVERED OPERATING WITHOUT A BL | ADDRESS | FEES | BUSINESS TYPE |
|---|---|---|---|

**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN**

**AGENDA OF:** February 15, 2021 **AGENDA #**

**SUBJECT:** Public Hearing for allocation of 2021 CDBG Funds.

**DEPARTMENT:** Technical and Planning Services - RMB

**SUMMARY:** The City of Oak Park is expected to receive $128,952 in Community Development Block Grant Funds (CDBG) for the 2021 Program Year. The funds must be allocated to specific projects and the dollar amount identified for each project. One of the conditions of the acceptance of these funds is that the community holds a Public Hearing to solicit public comment as to how the funds should be allocated.

**FINANCIAL STATEMENT:** No funds required at this time.

**RECOMMENDED ACTION:** It is recommended that City Council conduct a public hearing to receive comment on the allocation of the 2021 Community Development Block Grant Funds. It is also recommended that City Council pass a resolution approving the recommended allocation of funds and authorize the Mayor to sign the application and Sub-recipient Agreement on behalf of the City. The proposed allocation is:

| | |
|---|---|
| Code Enforcement | $98,952 |
| Public Services (Yard Services) | $30,000 |
| Total | $128,952 |

**APPROVALS:**

City Manager: *ET*

Director: *RMB*

Finance Director: *SC*

Budgeted: ☐

**EXHIBITS:** CDBG Resolution

RESOLUTION (CM-XXXXX) APPROVING THE 2021
COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION

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

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

WHEREAS, the City of Oak Park is a participating local unit of government in the Oakland County Community Development Block Grant Program; and

WHEREAS, the City of Oak Park has duly advertised and conducted a public hearing on February 15, 2021 for the purposes of receiving comments regarding the proposed use of Program Year 2021 Community Development Block Grant funds in the approximate amount of $128,952; and

WHEREAS, the public hearing conformed to the guidelines of the Oakland County Community Development Division; and

WHEREAS, The City of Oak Park found that the following projects meet the federal objectives of the CDBG program and are prioritized by the community as high priority need:

| Account Number | Project Name | Amount |
|---|---|---|
| 172170-730310 | Code Enforcement | $98,952.00 |
| 172160-732170 | Public Service/Yard Services | $30,000.00 |

NOW THEREFORE, BE IT RESOLVED, that the City of Oak Park CDBG application is hereby authorized to be submitted to Oakland County for inclusion in Oakland County's Annual Action Plan to the U.S. Department of Housing and Urban Development, and that the Mayor is hereby authorized to execute all documents, agreements, or contracts which result from this application to Oakland County.

Yes:
No:
Absent:

RESOLUTION DECLARED ADOPTED

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City of Oak Park, County of Oakland, State of Michigan, at a regular meeting held on February 15, 2021 and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act No. 267, Public Acts of 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

_____

T. Edwin Norris, City Clerk

GARAN LUCOW MILLER P.C.
GREAT LAKES LAW FIRM SERVING CLIENTS NATIONALLY

1155 Brewery Park Blvd, Ste 200
Detroit, Michigan 48207
313-446-1530
Tax I.D. 38-1879991

**Invoice 555191**

**February 9, 2021**

Erik Tungate
City of Oak Park
14000 Oak Park Blvd.
Oak Park, MI 48327

*Re: In Re: City of Oak Park*

*Client 7406*
*Matter 1*

## Statement for City Attorney Legal Services

For Legal Services Rendered Through Sunday, January 31, 2021

**$12,083.34 Fee Total**

**Costs Advanced:**

| Date | Description | Amount |
|---|---|---|
| 01/03/21 | Fee for Recorded Copy of Tiarra Hart Discharge of Mortgage | 6.37 |
| 01/05/21 | Fee to Attorney Conference for Telephone call with C. Krause regarding revisions required to proposed Brownfield Agreement and list of items for discussion with Director Marrone | 6.81 |
| | **Total Costs Advanced** | **$ 13.18** |

## Total Fees and Disbursements: $12,096.52

GARAN LUCOW MILLER P.C.
GREAT LAKES LAW FIRM SERVING CLIENTS NATIONALLY

1155 Brewery Park Blvd, Ste 200
Detroit, Michigan 48207
313-446-1530
Tax I.D. 38-1879991

**Invoice 555192**

**February 9, 2021**

Erik Tungate
City of Oak Park
14000 Oak Park Blvd.
Oak Park, MI 48327

*Re: In Re: 45th District Court Matters*

*Client 7406*
*Matter 45*

## Statement for City Attorney Legal Services

For Legal Services Rendered Through Sunday, January 31, 2021

**$ 285.00 Fee Total**

| | |
|---|---|
| **Total Costs Advanced** | **$ 0.00** |

## Total Fees and Disbursements: $ 285.00

*Invoices for legal services are due upon receipt. To ensure proper application of your payment, Please indicate our invoice number and client/matter number on your remittance.*

GARAN LUCOW MILLER P.C.
GREAT LAKES LAW FIRM SERVING CLIENTS NATIONALLY

1155 Brewery Park Blvd, Ste 200
Detroit, Michigan 48207
313-446-1530
Tax I.D. 38-1879991

**Invoice 555193**

**February 9, 2021**

Erik Tungate
City of Oak Park
14000 Oak Park Blvd.
Oak Park, MI 48327

*Re: Tina Polk and Richard Newton v City of Oak Park, County of Oakland, et al.*

*Client 7406*
*Matter 24*

## Statement for City Attorney Legal Services

For Legal Services Rendered Through Sunday, January 31, 2021

**$1,575.00 Fee Total**

| | |
|---|---|
| **Total Costs Advanced** | **$ 0.00** |

## Total Fees and Disbursements: $1,575.00

*Invoices for legal services are due upon receipt. To ensure proper application of your payment, Please indicate our invoice number and client/matter number on your remittance.*

Howard L. Shifman, P.C.
31600 Telegraph Road, Suite 100
Bingham Farms, MI 48025

Invoice Submitted to:

Erik Tungate, City Manager
City of Oak Park
14000 Oak Park Boulevard
Oak Park, MI 48237

In Reference To: City of Oak Park/General Labor

Invoice # 14450

Professional Services

| | | |
|---|---|---|
| 12/01/20 | Services per Retainer Agreement<br>For January 1, 2021 thru March 31, 2021 | $ 18,000.00 |
| | TOTAL | $ 18,000.00 |
| | **BALANCE DUE** | **$ 18,000.00** |

**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN**

**AGENDA OF:** February 15, 2021 **AGENDA #**

**SUBJECT:** Amendment to Interlocal Agreement with Oakland County Regarding MIDC Continuing Legal Education (CLE) Requirements

**DEPARTMENT:** City Manager's Office

**SUMMARY:** The Michigan Indigent Defense Commission was created by legislation in 2013 to ensure the state's public defense system is fair, cost-effective, and constitutional. The Commission has released a set of standards to be followed by all courts in the State, which have been approved by the Department of Licensing and Regulatory Affairs. Each local system is asked to create a plan to ensure compliance with these standards, with costs for compliance being borne by the State. As a part of our plan, in order to ensure our system is in compliance with Standard 1 "Education and Training of Defense Counsel" we have entered into an interlocal agreement with Oakland County to participate in their CLE Program, which is administered by the Oakland County Bar Association (OCBA), ensuring that our criminal defense attorneys are meeting their continuing legal education requirements.

Oakland County has proposed an amendment to Section 2.2 of the agreement, effectively placing an automatic renewal of the agreement for December 31st of each calendar year unless terminated by either party pursuant to the agreement. City Attorney Duff has reviewed this amendment.

**FINANCIAL STATEMENT:** This agreement and the financial liability associated is covered by the City's MIDC grant with the State.

**RECOMMENDED ACTION:** Request City Council approval of the amendment to the Interlocal Agreement between Oakland County and City of Oak Park Regarding MIDC Continuing Legal Education Requirements.

**APPROVALS:**

City Manager: _____*ET*_____

Department Director: _____

Finance Director: _____

Budgeted: NA

Legal: _____*ED*_____

**EXHIBITS:**

**1. Interlocal Agreement Amendment**

**INTERLOCAL AGREEMENT**

**BETWEEN**

**OAKLAND COUNTY**

**AND**

**CITY OF OAK PARK**

**REGARDING GRANT APPLICATION SERVICES**

**FOR MIDC CONTINUING LEGAL EDUCATION REQUIREMENTS**

**AMENDMENT #1**

The Parties, **COUNTY OF OAKLAND** ("County") and **CITY OF OAK PARK,** 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 current Interlocal Agreement Regarding Grant Application Services for MIDC Continuing Legal Education Requirements ("Agreement").

This Amendment 1 shall take effect on January 1, 2021 and shall continue and be in effect until terminated by any of the Parties pursuant to section 8.1 of the Agreement.

In consideration of the mutual promises, representations, assurances, agreements and provisions in the Agreement and this Amendment, the adequacy of which is hereby acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

- Section 2.2 of the Agreement shall be amended to the following: "This Agreement takes effect on the date of January 1, 2019 and shall continue and be in effect through December 31, 2020 (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically renew for a term from January 1st through December 31st of every future calendar year, unless cancelled or terminated by either of the Parties pursuant to Section 8.1 of this Agreement."

For and in consideration of the mutual assurances, promises, acknowledgments, warrants, representations and agreements set forth in the Agreement and this Amendment, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledge, the undersigned hereby execute this Amendment 1 on behalf of the Parties, and by doing so legally obligate and bind the parties to the terms and conditions of this Amendment 1.

CITY OF OAK PARK:

BY: _____ DATE: _____

# CITY OF OAK PARK

**Steve Cooper, Director**
**Department of Public Safety**

**Mayor**
Marian McClellan
**Mayor Pro Tem**
Carolyn Burns
**Council Members**
Solomon Radner
Julie Edgar
Shaun Whitehead
**City Manager**
Erik Tungate

**AGENDA OF:** February 15, 2021 **AGENDA #**

**SUBJECT:** Inter Local Agreement for CLEMIS IT Services with Oakland County **(Renewal)**

**DEPARTMENT:** Public Safety

**SUMMARY:** Attached is a copy of an Inter Local Agreement for CLEMIS IT Services with Oakland County. The acronym "CLEMIS" stands for (Court and Law Enforcement Management Information System). CLEMIS is a multifaceted regional public safety information management system, operated and maintained by Oakland County Department of Information Technology. CLEMIS is comprised of many software applications. 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 improve the delivery of criminal justice/public safety services.

The Oak Park Public Safety Department currently uses CLEMIS for prisoner processing (fingerprinting, booking, mugshots), report writing for police and fire incidents, In car computers, on-line crash reports, e-citations, daily log sheets, evidence and property system. This system is also used to access incident reports throughout the various agencies in multiple counties (Oakland, Macomb, Wayne and Genesee, etc.). Various components of the system is also used by other departments within the City.

The Oak Park Department of Public Safety has used CLEMIS for over 25 years. This tool is invaluable and an absolute must for Public Safety.

**FINANCIAL STATEMENT:** The only cost associated with the Inter Local Agreement are normal user fees for the various applications/software.

**RECOMMENDED ACTION:** Public Safety is requesting City Council to approve a resolution authorizing the City Manager to sign the Inter Local Agreement between Oakland County and the City of Oak Park.

**APPROVALS:**

City Manager

Director:

Finance Director

**EXHIBITS:**

Inter Local Agreement for CLEMIS IT Services with Oakland County attached **(Renewal)**

**AGREEMENT FOR I.T. SERVICES BETWEEN**
**OAKLAND COUNTY AND**
**CITY OF OAK PARK**

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 Oak Park ("Public Body") 14000 Oak Park Blvd., Oak Park, MI 48237. County and Public Body may also be referred to jointly as "Parties".

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

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

1. **DEFINITIONS**. The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows.

   1.1. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, Exhibit and attachment.

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

   1.3. **"Confidential Information"** means all information and data that the County is required or permitted by law to keep confidential including records of County' security measures, including security plans, security codes and combinations, passwords, keys, and security procedures, to the extent that the records relate to ongoing security of the County as well as records or information to protect the security or safety of persons or property, whether public or private, including, but not limited to, building, public works, and public water supply designs relating to ongoing security measures, capabilities and plans for responding to a violation of the Michigan anti-terrorisms act, emergency response plans, risk planning documents, threat assessments and domestic preparedness strategies.

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

1.5. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.

1.6. **Public Body** means the City of Oak Park which is an entity created by state or local authority or which is primarily funded by or through state or local authority, including, but not limited to, its council, its Board, its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors. For purposes of this Agreement, Public Body includes any Michigan court, when acting in concert with its funding unit, to obtain I.T. Services.

1.7. **Public Body Employee** means any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Public Body, licensees, concessionaires, contractors, subcontractors, independent contractors, agents, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal, representative or official capacities), and/or any persons acting by, through, under, or in concert with any of the above who have access to the I.T. Services provided under this Agreement. "Public Body Employee" shall also include any person who was a Public Body Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.

1.8. **Points of Contact** mean the individuals designated by Public Body and identified to County to act as primary and secondary contacts for communication and other purposes as described herein.

1.9. **I.T. Services** means the following individual I.T. Services provided by County's Department of Information Technology, if applicable:

1.9.1. **Online Payments** mean the ability to accept payment of monies owed to Public Body initiated via a website maintained by County using a credit card, a debit card that functions as a credit card, or electronic debit of a checking account.

1.9.2. **Over The Counter Payments** means the ability to accept payment of monies owed to Public Body initiated via a credit card reader attached to an on-premise computer with access to a website maintained by County using a credit card or a debit card that functions as a credit card.

1.9.3. **Pay Local Taxes** means the ability to accept payment of local property taxes owed to Public Body initiated via a website maintained by County using a credit card, a debit card that functions as a credit card, or an electronic debit of a checking account. (Does not apply to Public Bodies outside of Oakland County).

1.9.4. **Jury Management System** means a subscription based software that facilitates the selection and communication with potential and selected individuals who may serve as jurors.

1.9.5. **Web Publishing Suite** means the ability for Public Bodies to have and/or manage a public web presence using standard County technologies and platforms, template-based solutions, semi-custom website designs, content management, and/or support services.

1.9.6. **Data Center Use & Services** means providing space for Public Body's equipment in County's Data Center and access to electrical power and backup power.

1.9.7. **Remedial Support Services** means providing Public Body assistance with diagnosis and configuration of Public Body owned system components.

1.9.8. **Oaknet Connectivity** means use of communication lines and network equipment maintained by County for the transmission of digital information whether leased or owned by County.

1.9.9. **Internet Service** means access to the Internet from Public Body's work stations. Access from the Internet to Public Body's applications, whether at County or at Public Body (hosting), is not included.

1.9.10. **CLEMIS** means the Court and Law Enforcement Management Information System, an information management system comprised of specific software applications (CLEMIS Applications) operated and maintained by the CLEMIS Division of County.

1.9.11. **ArcGIS Online** means the ability to access a web based, collaborative Geographic Information System (GIS) that allows users having an ArcGIS Online (AGO) Named User account to create and share maps, applications (apps), layers, analytics, and data in Environmental Systems Research Institute, Inc.'s ("ESRI") secure cloud.

1.9.12. **Data Sharing** means the ability for the Public Body to utilize Access Oakland Products and data owned and maintained by the County on or in relation to its Geographic Information System (GIS).

1.9.13. **Pictometry Licensed Products** means the ability to use a Geographic Information System (GIS) solution that allows authorized users to access Pictometry-hosted high-resolution, orthogonal and oblique imagery.

1.9.14. **Security Best Practices Advice** means providing information on tools that may be used to enhance network security posture.

1.9.15. **Collaborative Asset Management System ("CAMS")** means providing for the collaborative use of information related to public assets, such as water, sanitary sewer, and/or storm sewer infrastructure, that is managed by various governmental entities participating in the CAMS within the County of Oakland in order to promote the effective maintenance and care of these assets.

1.10. **Service Center** means the location of technical support and information provided by County's Department of Information Technology.

1.11. **Exhibits** mean the following descriptions of I.T. Services which are governed by this Agreement only if they are attached to this Agreement and selected below or added at a later date by a formal amendment to this Agreement:

Exhibit I: Online Payments

Exhibit II: Over The Counter Payments

Exhibit III: Pay Local Taxes

Exhibit IV: Jury Management System

Exhibit V: Web Publishing Suite

Exhibit VI: Remedial Support Services

Exhibit VII: Data Center Use and Services

X Exhibit VIII: Oaknet Connectivity

X Exhibit IX: Internet Service

X Exhibit X: CLEMIS

X Exhibit XI: ArcGIS Online

X Exhibit XII: Data Sharing

X Exhibit XIII: Pictometry Licensed Products

Exhibit XIV: Security Best Practice Advice

Exhibit XV: Collaborative Asset Management System (CAMS)

2. **COUNTY RESPONSIBILITIES.**

2.1. County, through its Department of Information Technology, shall provide the I.T. Services selected above which are attached and incorporated into this Agreement.

2.2. County shall support the I.T. Services as follows:

2.2.1. **Access.** County will provide secure access to I.T. Services for use on hardware provided by Public Body as part of its own computer system or as otherwise provided in an Exhibit to this Agreement.

2.2.2. **Maintenance and Availability.** County will provide maintenance to its computer system to ensure that the I.T. Services are functional, operational, and work for intended purposes. Such maintenance to County's system will include "bug" fixes, patches, and upgrades, such as software, hardware, database and network upgrades. The impact of patches and/or upgrades to the applications will be thoroughly evaluated by County and communicated to Public Body through their Points of Contact prior to implementation in Public Body's production environment. County will reserve scheduled maintenance windows to perform these work activities. These maintenance windows will be outlined specifically for each application in the attached Exhibits.

2.2.2.1. If changes to scheduled maintenance windows or if additional maintenance times are required, County will give as much lead time as possible.

2.2.2.2. During maintenance windows, access to the application may be restricted by County without specific prior notification.

2.3. County may deny access to I.T. Services so that critical unscheduled maintenance (i.e. break-fixes) may be performed. County will make prompt and reasonable efforts to minimize unscheduled application downtime. County will notify the Points of Contact about such interruptions with as much lead time as possible.

2.4. **Backup and Disaster Recovery**.

2.4.1. County will perform periodic backups of I.T. Services hosted on County's computer system. Copies of scheduled backups will be placed offsite for disaster recovery purposes.

2.4.2. County will maintain a disaster recovery process that will be used to recover applications during a disaster or failure of County's computer system.

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

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

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

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

| | |
|---|---|
| Service Center Phone Number | 248-858-8812 |
| Service Center Email Address | servicecenter@oakgov.com |
| Service Center Website | https://sc.oakgov.com |

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

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

3. **PUBLIC BODY RESPONSIBILITIES.**

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

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

3.3. Public Body shall follow County's I.T. Services requirements as described on County's website. Public Body shall comply with County's minimum standards for each Internet browser used by Public Body to access I.T. Services as set forth in an Exhibit(s) to this Agreement. Public Body shall meet any changes to these minimum standards that County may reasonably update from time to time.

3.4. Public Body shall not interfere with or disrupt the I.T. Services provided herein or networks connected with the I.T. Services.

3.5. Public Body requires that each Public Body Employee with access to I.T. Services shall:

3.5.1. Utilize an antivirus software package/system on their equipment and keep same updated in a reasonable manner.

3.5.2. Have a unique User ID and password that will be removed upon termination of Public Body Employee's employment or association with Public Body.

3.5.3. Maintain the most reasonably current operating system patches on all equipment accessing the I.T. Services.

3.6. If authorized by County, Public Body may extend I.T. Services to other entities which are created by or primarily funded by state or local authority. If County authorizes Public Body to provide access to any I.T. Services to other entities, Public Body shall require those entities to agree to utilize an antivirus software package/system on computers accessing the I.T. Services and to assign users of the I.T. Services a unique User ID and password that will be terminated when a user is no longer associated with the entity. Public Body must require an entity receiving I.T. Services under this Section, to agree in writing to comply with the terms and conditions of this Agreement and to provide County with a copy of this writing.

3.7. For each I.T. Service covered by an Exhibit to this Agreement, Public Body shall designate two representatives to act as a primary and secondary Points of Contact with County. The Points of Contact responsibilities shall include:

3.7.1. Direct coordination and interaction with County staff.

3.7.2. Communication with general public supported by Public Body.

3.7.3. Following County's procedures to report an application incident.

3.7.4. If required by County, attend training classes provided by County either online or at County's Information Technology Building in Waterford, Michigan or other suitable location determined by County.

3.7.5. Providing initial support services to Public Body users prior to logging a Service Center incident with County.

3.7.6. Requesting security changes and technical support from the Service Center.

3.7.7. Testing Applications in conjunction with County, at the times and locations mutually agreed upon by County and Public Body.

3.7.8. To report a service incident to the Service Center, one of Public Body's Points of Contact shall provide the following information:

3.7.8.1. Contact Name

3.7.8.2. Telephone Number

3.7.8.3. Email Address

3.7.8.4. Public Body Name

3.7.8.5. Application and, if possible, the specific module with which the incident is associated.

3.7.8.6. Exact nature of the problem or function including any error message that appeared on the computer screen.

3.7.8.7. Any action the Points of Contact or user has taken to resolve the matter.

3.8. Public Body may track the status of the incident by calling the Service Center and providing the Incident Number.

3.9. Public Body shall respond to Freedom of Information Act Requests relating to Public Body's data.

3.10. I.T. service providers require County to pass through to Public Body certain terms and conditions contained in license agreements, service agreements, acceptable use policies and similar terms of service, in order to provide I. T. Services to Public Body. Public Body agrees to comply with these terms and conditions. Public Body may follow the termination provisions of this Agreement if it determines that it cannot comply with any of the terms and conditions.

## 4. DURATION OF INTERLOCAL AGREEMENT.

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

4.2. Notwithstanding Section 4.1, the Chairperson of the Oakland County Board of Commissioners is authorized to sign amendments to the Agreements to add Exhibits that were previously approved by the Board of Commissioners but are requested by Public Body after the execution of the Agreement. An amendment signed by the Board Chairperson under this Section must be sent to the Election Division in the County Clerk's Office to be filed with the Agreement once it is signed by both Parties.

4.3. Unless extended by an Amendment, this Agreement shall remain in effect for five (5) years from the date the Agreement is completely executed by all Parties or until cancelled or terminated by any of the Parties pursuant to the terms of the Agreement.

## 5. PAYMENTS.

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

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

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

5.3. County shall provide Public Body with a detailed invoice/explanation of County's costs for I.T. Services provided herein and/or a statement describing any amounts owed to County. Public Body shall pay the full amount shown on any such invoice within sixty (60) calendar days after the date shown on any such invoice. Payment shall be sent along with a copy of the invoice to: Oakland County Treasurer – Cash Acctg, Bldg 12 E, 1200 N. Telegraph Road, Pontiac, MI 48341.

5.4. If Public Body, for any reason, fails to pay County any monies when and as due under this Agreement, Public Body agrees that unless expressly prohibited by law, County or the Oakland County Treasurer, at their sole option, shall be entitled to set off from any other Public Body funds that are in County's possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund ("DTRF"), if applicable. Any setoff or retention of funds by County shall be deemed a voluntary assignment of the amount by Public Body to County. Public Body waives any Claims against County or its Officials for any acts related specifically to County's offsetting or retaining of such amounts. This paragraph shall not limit Public Body's legal right to dispute whether the underlying amount retained by County was actually due and owing under this Agreement.

5.5. If County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay County any amounts due and owing County under this Agreement, County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to County under this Agreement. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.

5.6. Nothing in this Section shall operate to limit County's right to pursue or exercise any other legal rights or remedies under this Agreement or at law against Public Body to secure payment of amounts due County under this Agreement. The remedies in this Section shall be available to County on an ongoing and successive basis if Public Body at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if County pursues any legal action in any court to secure its payment under this Agreement, Public Body agrees to pay all costs and expenses, including attorney fees and court costs, incurred by County in the collection of any amount owed by Public Body.

6. **ASSURANCES**.

6.1. Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.

6.2. Except as provided for in Section 5.6, in any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.

6.3. Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.

6.4. Public Body shall be solely responsible for all costs, fines and fees associated with any misuse by its Public Body Employees of the I.T. Services provided herein.

6.5. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or

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

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

6.7. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.

## 7. USE OF CONFIDENTIAL INFORMATION

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

7.2. Within five (5) business days' receipt of a written request from the other Party, or upon termination of this Agreement, the receiving Party shall return or destroy all of the disclosing Party's Confidential Information.

## 8. DISCLAIMER OR WARRANTIES.

8.1. The I.T. Services are provided on an "as is" and "as available" basis. County expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

8.2. County makes no warranty that (i) the I.T. Services will meet Public Body's requirements; (ii) the I.T. Services will be uninterrupted, timely, secure or error-free; nor (iii) the results that may be obtained by the I.T. Services will be accurate or reliable.

8.3. Any material or data downloaded or otherwise obtained through the use of the I.T. Services is accessed at Public Body's discretion and risk. Public Body will be solely responsible for any damage to its computer system or loss of data that results from downloading of any material.

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

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

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

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

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

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

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

12. **SUSPENSION OF SERVICES**. County, through its Director of Information Technology, may immediately suspend I.T. Services for any of the following reasons: (i) requests by law enforcement or other governmental agencies; (ii) engagement by Public Body in fraudulent or illegal activities relating to the I.T. Services provided herein; (iii) breach of the terms and conditions of this Agreement; or (iv) unexpected technical or security issues. The right to suspend I.T. Services is in addition to the right to terminate or cancel this Agreement according to the provisions in Section11. County shall not incur any penalty, expense or liability if I.T. Services are suspended under this Section.

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

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

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

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

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

18. **PRECEDENCE OF DOCUMENTS.** In the event of a conflict between the terms of and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms in the Exhibits or other documents that comprise this Agreement.

19. **CAPTIONS**. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.

20. **FORCE MAJEURE**. Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, other labor difficulties, or any law, order, regulation, direction, action, or request of the United States government or of any other government. Reasonable notice shall be given to the affected Party of any such event.

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

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

    21.2. If Notice is sent to Public Body, it shall be addressed to: Erik Tungate, 14000 Oak Park Blvd., Oak Park, MI 48237.

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

22. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE**. This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

23. **ENTIRE AGREEMENT**.

    23.1. This Agreement represents the entire agreement and understanding between the Parties regarding the specific Services described in the attached Exhibits. With regard to those Services, this Agreement supersedes all other oral or written agreements between the Parties.

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

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

EXECUTED: _____ DATE: _____
Erik Tungate
City Manager

WITNESSED: _____ DATE: _____

AGREEMENT
ADMINISTRATOR: _____ DATE: _____
(IF APPLICABLE)

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

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

WITNESSED: _____ DATE: _____
Oakland County Board of Commissioners
County of Oakland

EXHIBIT VIII
I.T. SERVICES AGREEMENT
OakNet Connectivity

# INTRODUCTION

## COUNTY RESPONSIBILITIES

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

## PUBLIC BODY RESPONSIBILITIES.

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

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

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

## SUPPORT

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

## SERVICE SUPPORT COSTS

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

## LICENSED USE AND ACCESS

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

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

## INTRODUCTION

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

## SUPPORT

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

## SERVICE AND SUPPORT COSTS

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

## LICENSED USE AND ACCESS

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

## INTRODUCTION.

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

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

The Parties agree to the following terms and conditions:

1. **DEFINITIONS**. The following words and expressions used throughout this Exhibit, whether used in the singular or plural, shall be defined and interpreted as follows.

   1.1. **CLEMIS** is the Court and Law Enforcement Management Information System, an information management system, comprised of CLEMIS Applications operated and maintained by the CLEMIS Division with recommendations and counsel from the CLEMIS Advisory Committee.

   1.2. **CLEMIS Advisory Committee (formerly known as the CLEMIS Advisory or Policy Board)** is an advisory committee that leads the CLEMIS Consortium and that provides recommendations and counsel to the CLEMIS Division regarding the operation and maintenance of CLEMIS.

   1.3. **CLEMIS Applications** are the specific software applications that comprise CLEMIS. These software applications are listed and described on the CLEMIS Website and are included in the definition of I.T. Services under this Agreement.

   1.4. **CLEMIS Consortium** is a non-legal entity comprised of all CLEMIS Members. Its purpose is to empower criminal justice/public safety agencies to maximize the use of collected data, to enhance daily operations and engage in comprehensive planning. The Consortium is led by the CLEMIS Advisory Committee.

   1.5. **CLEMIS Division** is the division in the Oakland County Department of Information Technology responsible for the operation and maintenance of CLEMIS.

   1.6. **CLEMIS Fee** is the sum of costs for use of CLEMIS, CLEMIS Applications, and services provided by the CLEMIS Division. These costs are listed and itemized on the CLEMIS Website.

   1.7. **CLEMIS Member** means the Public Body that executes this Exhibit and compiles with this Agreement.

   1.8. **CLEMIS Website** is the portion of the County's website dedicated to CLEMIS located at www.oakgov.com/clemis or www.clemis.org.

1.9. **Criminal Justice Information Services ("CJIS") Security Policy** is the effective security policy approved by the CJIS Advisory Policy Board setting forth security requirements, guidelines, and agreements for protecting transmission, access, storage, use, generation of, and sources of Criminal Justice Information ("CJI") as defined in the CJIS Security Policy.

1.10. **Fire Records Management System ("FRMS")** is a CLEMIS Application that provides an integrated technology system to participating fire departments, which is further described on the CLEMIS Website.

## 2. CLEMIS DIVISION RESPONSIBILITIES.

2.1. **Provision of CLEMIS Applications.** County shall provide Public Body with access to CLEMIS and the specific CLEMIS Applications and services marked on Addendum A, which may be changed from time to time. Addendum A is fully incorporated into this Agreement. Notwithstanding any provision in this Agreement, Addendum A and any changes thereto shall be signed by the CLEMIS Division Manager on behalf of County and the authorized representative as designated on Addendum A on behalf of Public Body. The operational descriptions of the CLEMIS Applications and services are set forth on the CLEMIS Website.

2.2. **Compliance with Laws, Rules, Regulations, and Policies.** County shall comply with all applicable laws, rules, and regulations and the CJIS Security Policy in the delivery, operation, and maintenance of CLEMIS Applications and in the transmission, access, storage, and use of data through or in CLEMIS Applications.

2.3. **No Verification of Data.** County does not verify or review data entered into and stored in CLEMIS for accuracy.

## 3. PUBLIC BODY RESPONSIBILITIES.

3.1. **Execution of Exhibit VIII.** Unless approved in writing by the CLEMIS Division, Public Body must execute Exhibit VIII to this Agreement (OakNet Connectivity) to provide connectivity for the use and operation of CLEMIS Applications. If Public Body receives approval from the CLEMIS Division not to use OakNet, such approval will be marked on Addendum A.

3.2. **Execution of Management Control Agreement.** Public Body shall execute a Management Control Agreement with County as required by and consistent with the CJIS Security Policy, which may be amended from time to time. The Management Control Agreement shall be executed by the persons authorized to sign Addendum A.

3.3. **Compliance with Laws, Rules, Regulations, and Policies.** Public Body and Public Body Employees shall comply with the CJIS Security Policy and all applicable laws, rules, and regulations when using CLEMIS and when generating, entering, and using data that is stored in CLEMIS.

3.4. **Access to CLEMIS.** Only Public Body Employees authorized by Public Body may access and use CLEMIS. Public Body shall keep a list of Public Body Employees authorized to access and use CLEMIS. Public Body shall review this list at least quarterly

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

3.5. **Security/Background Checks.** Public Body shall provide for and pay for security/background checks for all Public Body Employees who access and use CLEMIS, as required by the CJIS Security Policy and any other applicable law, rule, and regulation.

3.6. **Data Entry.** Public Body is solely responsible for entering all data that is required by any CLEMIS Applications into CLEMIS.

3.7. **Data Ownership.** All data entered into CLEMIS by Public Body shall be and shall remain the data of Public Body.

3.8. **Data Accuracy.** Public Body is solely responsible for ensuring that all data entered into and stored in CLEMIS is accurate and complete. Accurate and complete means that the data does not contain erroneous information. Public Body shall immediately correct erroneous information upon discovery of error. To ensure accurate and complete data, Public Body shall conduct regular and systemic audits to minimize the possibility of generating, transmitting, and storing erroneous information.

3.9. **Data Update/Expungment/Redaction.** Public Body is solely responsible for updating, expunging, correcting, record locking, or redacting Public Body's data entered into or stored in CLEMIS, as required by law, rule, regulation, court order, or the CJIS Security Policy.

3.10. **Access to Public Body Facilities.** Public Body shall allow County employees access to Public Body facilities for maintenance of CLEMIS and to audit Public Body's use of CLEMIS.

3.11. **Provision of Hardware/Equipment.** The hardware/equipment needed to access and use CLEMIS shall be purchased, maintained, repaired and replaced by Public Body, unless otherwise agreed, in writing, by the Parties. The hardware/equipment shall meet the specifications and requirements set forth by the CLEMIS Division.

3.12. **Changes or Alternations to Public Body Facilities.** If Public Body is required to or decides to make changes or alternations to its facilities/buildings for any reason, then Public Body is responsible for all costs and expenses associated with moving or relocating hardware/equipment used to access CLEMIS or with moving or relocating the medium/connectivity, e.g., fiber, wireless connections, ISDN Lines, T1 Lines, etc., used to access CLEMIS.

3.13. **E-Mail Address.** Public Body shall create and monitor a generic CLEMIS email address. The CLEMIS Division will provide Public Body instructions on how to create this email address. This email address will be the main point of contact for scheduled maintenance, outages, alerts, etc.

3.14. **Cooperation.** Public Body shall fully cooperate with County concerning the performance of this Agreement.

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

4.1. **Request by Public Body for Public Body Data.** Public Body may request in writing that County provide a copy of portions of Public Body's data to Public Body. County will provide such data in a format and time period determined by County, but will use its best efforts to provide the data in the format and time period requested by Public Body.

4.2. **Freedom of Information Act Request/Court Orders to County for Public Body Data.** County is required and will respond, pursuant to applicable law and/or court order, to Freedom of Information Act ("FOIA") requests and court orders addressed to it and received by it for Public Body data possessed by County. Before responding to a FOIA request or a court order concerning Public Body's data possessed by County, County will use its best efforts to inform Public Body of the request or order and give them an opportunity to provide County with information that could impact County's response to the FOIA request or court order.

4.3. **Continuous Access to Public Body Data by Third Parties.**

4.3.1. In Addendum A, Public Body may request that County provide continuous access to Public Body's data to a third party. Addendum A shall identify the third party and shall set forth any specific instructions regarding the provision of such data to the third party. The County shall determine the manner in which to provide access to Public Body's data.

4.3.2. County shall provide and shall continue to provide access to Public Body's data to the third party identified in Addendum A, until Public Body provides written notice to the CLEMIS Manager to stop or change such access. The written notice shall contain the date on which access to Public Body's data shall stop. Upon receipt of this notice, County shall promptly stop the third party's access to Public Body's data and shall use its best efforts to stop third party access to Public Body's data on the date requested by Public Body.

4.3.3. In order to effectuate the third party's continuous access to Public Body's data, County will require the third party to execute an agreement with County to govern delivery and/or access to Public Body's data. The CLEMIS Manager is authorized to sign this agreement on behalf of County.

4.4. **Providing Public Body Data to Third Parties.** County will not provide data to a third party, unless County is the recipient of a Freedom of Information Act request or court order or is directed in Addendum A to provide data to a third party. Notwithstanding any other provision, County shall provide Public Body's data to related Mugshots, Livescan, Michigan Incident Crime Reporting, and Crash/UD-10 traffic crash reports to the Michigan State Police.

4.5. **Costs for Providing Public Body Data.** If County incurs any costs in providing Public Body's data to a third party or to Public Body, then Public Body shall be responsible for those costs and shall reimburse County for those costs. The CLEMIS Division shall

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

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

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

5. **FINANCIAL RESPONSIBILITIES—CLEMIS FEE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.6. **Payment Transaction for Payment Application.** When using the Payment Application, a person or entity paying a citation/ticket/parking ticket will authorize two transactions, at the time of payment: (1) one transaction for payment of monies owed to Public Body/Court and (2) one transaction for payment of the Enhanced Access Fee. The funds for the payment to Public Body/Court will be directed to the depository account designated and/or owned by Public Body/Court. The funds for the Enhanced Access Fee will be directed to a depository account designated and owned by County.

6.7. **Amount of Enhanced Access Fee for Payment Application.** The Enhanced Access Fee charged to persons/entities paying citations/tickets/parking tickets through the Payment Application shall be in an amount established by the Oakland County Board of Commissioners, Miscellaneous Resolution # 07121 and as subsequently amended by the Oakland County Board of Commissioners. Public Body shall receive one dollar ($1.00) of the Enhanced Access Fee collected for each citation/ticket paid through the Payment Application. Given the small amount of the Enhanced Access Fee for parking tickets, Public Body shall receive no portion of the Enhanced Access Fee collected for parking tickets paid through the Payment Application.

6.8. **Amount of Enhanced Access Fee for Purchase Application.** The Enhanced Access Fee charged to persons/entities purchasing crash/accident reports through the Purchase Application shall be in an amount established by the Oakland County Board of Commissioners, Miscellaneous Resolution # 09182 and as subsequently amended by the Oakland County Board of Commissioners. Public Body shall receive one dollar ($1.00) of the Enhanced Access Fee collected for the purchase of each crash/accident report through the Payment Application.

6.9. **Amount of Fee for Crash/Accident Report.** Public Body shall set the fee for the purchase of the crash/accident report through the Purchase Application. The amount of this fee shall be listed in Addendum A.

6.10. **Distribution of Enhanced Access Fees and Fees for Crash/Accident Reports.** Public Body's portion of the Enhanced Access Fees, set forth in this Exhibit, and the fee for the crash/accident reports, set forth in Addendum A, shall be disbursed to Public Body pursuant to its written instructions. Public Body shall provide the written instructions, required by this section to CLEMIS Division.

6.11. **Obligations and Responsibilities if Public Body is a Court.**

6.11.1. **Access to Website.** If Public Body is a Court, then County shall provide access to a password protected website where Public Body/Court can issue credits or refunds and view daily, weekly, and monthly transactions processed through the Payment Application.

6.11.2. **Contract for Credit Card Processing.** If Public Body is a Court, then County shall establish, maintain, and pay for a separate contract for credit card processing services with the entities currently providing credit card processing services for County, i.e., PayPal Inc. and Elavon, Inc.

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

7. **CLEMIS ADVISORY COMMITTEE.**

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

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

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

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

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

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

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

9. **SUPPORT AND MAINTENANCE SERVICES**. County shall maintain and support the CLEMIS Applications. The CLEMIS Fee includes the costs for support and maintenance services for the CLEMIS Applications and other services provided by the CLEMIS Division, unless otherwise indicated on Addendum A. When providing support and maintenance services for CLEMIS, County has the authority to prioritize its resources, including, but not limited to, the order in which calls for support or maintenance will be resolved and allocation of time of its employees, agents, subcontractors, and equipment.

10. **OBLIGATIONS & RESPONSIBITIES UPON TERMINATION/CANCELLATION**.

10.1. **Use of CLEMIS & CLEMIS Applications.** Upon the effective date of termination or cancellation of this Exhibit, Public Body shall stop using CLEMIS and CLEMIS Applications and it shall not have access to CLEMIS and CLEMIS Applications.

10.2. **Use and Access to Public Body's Data.** Upon the effective date of termination or cancellation of this Exhibit, Public Body's data shall not be useable by or accessible to any other CLEMIS Member.

10.3. **Transition of Data upon Termination/Cancellation.** Upon termination or cancellation of this Agreement, CLEMIS shall provide a copy of Public Body's data to Public Body in an electronic format and a time period determined by County. Upon written confirmation from Public Body that it received its data, County will purge Public Body's data from CLEMIS and any disaster recovery sites. If County incurs any costs in copying Public Body's data, then Public Body shall be responsible for those costs and shall reimburse County for those costs. The CLEMIS Division shall invoice Public Body for such costs. Public Body shall pay the invoice at the location and within the time period stated in the Agreement. The CLEMIS Division may waive these costs in its sole discretion.

10.4. **Obligation to Pay CLEMIS Fee Upon Termination/Cancellation.** Public Body's obligation to pay the CLEMIS Fee shall stop on the effective date of termination or cancellation. If the termination or cancellation date is other than the end of a quarter, any CLEMIS Fee, paid in advance to County, shall be refunded to Public Body on a pro-rated daily basis for the time period that Public Body paid in advance.

# ADDENDUM A

## I. CLEMIS CATEGORIES / TIERS

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

☑ **Tier 1**

◉ 16 or more FTE's ○ 6 – 15 FTE's ○ 1 – 5 FTE's

☐ **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 load and CLEMIS Citation Payment Application is optional.

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

☐ **District Court outside Oakland County**

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

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

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

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

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



Approved by SP Committee 07-08-15
Approved by CLEMIS Advisory Committee 07-16-15
Approved by BOC 8-13-15

## 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**

☑ **Police, Fire and/or Public Safety Department Data Extract**

- ◉ In Oakland County
- ○ Outside Oakland County

Vendor name: Bryx

Address: 120 East Avenue, Suite 325, Rochester, NY 14534

Contact: David Thomas Phone: (408) 406-2808

Email: dave@bryx.com



Approved by SP Committee 07-08-15
Approved by CLEMIS Advisory Committee 07-16-15
Approved by BOC 8-13-15

○ In Oakland County ○ Outside Oakland County

Vendor name: _____

Address: _____

Contact: _____ Phone: _____

Email: _____

☑ **CRASH Report Payment Amount:** $ 4.00

☑ **Enhanced Access Fee Disbursement Instructions**

○ Disbursement when Requested ◉ Disbursement Quarterly

Make Check Payable to: City of Oak Park

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

COUNTY: _____

CLEMIS Division Manager Date

PUBLIC BODY: Oak Park Public Safety Department

Title/Name: Director Steve Cooper

Signature: _____ 2/1/2021

Date

(to be completed by Public Body)



Approved by SP Committee 07-08-15
Approved by CLEMIS Advisory Committee 07-16-15
Approved by BOC 8-13-15

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

## INTRODUCTION

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

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

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

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

## 1. DEFINITIONS

1.1. "Deploy," "Deployment," or "Deployed" means County assigning, managing, and maintaining AGO Named User accounts for access to and use of County's AGO portal by Public Body.

1.2. "Tier 1 Support" means the Technical Support provided via the Oakland County Service Center to Public Body to resolve reported incidents involving Public Body's access to or use of County's AGO portal.

## 2. OAKLAND COUNTY RESPONSIBILITIES

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

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

## 3. PUBLIC BODY RESPONSIBILITIES

3.1. Public Body Compliance. Public Body and its employees and contractors shall comply with the terms and conditions in this Exhibit, the CVT Acknowledgement Statement, the License Agreement, any amendments or new agreements mentioned in this Exhibit, and any applicable laws, rules, and regulations when accessing or using AGO. Public Body's access and use of AGO may be suspended or terminated if County is in breach of the Enterprise Agreement or if Public Body is in breach of this Exhibit, the CVT Acknowledgement Statement, the License Agreement, any amendment or new agreements mentioned in this Exhibit, or any applicable laws, rules, and regulations when accessing or using AGO. Public Body acknowledges and agrees that it has reviewed the License Agreement.

3.2. Amendments to Enterprise or License Agreements. In order to access and use AGO, Public Body shall agree to and comply with any and all amendments to the Enterprise or License Agreements relating to the access or use of AGO. Amendments to the Enterprise or License Agreements can be found on the Oakland County Purchasing Website at the 'Contract Public Search' link or provided to the Public Body upon request. County will use reasonable efforts to provide notice to Public Body when County becomes aware of applicable amendments to the terms and conditions of the Enterprise or License Agreements.

3.3. New Agreements. County may enter into new agreements in the future with ESRI involving AGO. New agreements between County and ESRI may require Public Body to agree to and sign (if necessary) new CVT Acknowledgment Statements, License Agreements, or other equivalent or similar agreements. In order to access and use AGO, Public Body shall agree to and comply with new CVT Acknowledgment Statements, License Agreements, or other equivalent or similar agreements. New agreements can be found on the Oakland County Purchasing Website at the 'Contract Public Search' link or provided to the Public Body upon request. County will use reasonable efforts to provide notice to Public Body when it becomes aware that Public Body must comply with any new agreements.

3.4. Future Standards and Guidelines. County may, and reserves the right to, implement future standards and guidelines as needed for use of AGO, including but not limited to, restricting Public Body's AGO credit consumption or designating Public Body's employees and contractors that may report AGO incidents to the Service Center. In order to access and use AGO, Public Body shall agree to and comply with new or different standards or guidelines that are provided to Public Body.

3.5. Identity & Access Management ("IAM") Self Service Registration. All employees and contractors of Public Body must create an IAM account through Service Center's self-registration to access or use AGO.

3.6. Account Notification Requirements. Public Body shall immediately inform County via the Service Center if any employee or contractor of Public Body is no longer employed by the Public Body, no longer requires access to the AGO portal, or breaches this Exhibit, the CVT Acknowledgement Statement, the Enterprise or License Agreements, any applicable amendments to those agreements, or any new agreement mentioned in this Exhibit. County may require Public Body to verify its inventory of active Public Body AGO Named User accounts periodically.

3.7. Prohibition on Storing Certain Data in AGO. Public Body shall not upload to, process, use, or store in AGO any of the following: Personal information (PI) or Personal identifying information (PII) as those terms are defined in MCL 445.63, Protected Health Information (PHI) as defined in 45 CFR 160.103, or Criminal Justice Information (CJI) which is defined as data or information governed by the CJIS Security Policy (currently found at: https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center).

## 4. EXECUTION OF CVT ACKNOWLEDGEMENT STATEMENT

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

## 5. LICENSED USE AND ACCESS

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

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

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

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

The following additional conditions apply:

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

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

ACCEPTED AND AGREED:

_____
(CVT)

X Signature: _____

Printed Name: _____

Title: _____

Date: _____

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

## INTRODUCTION

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

## 1. DEFINITIONS

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

1.2. **"Access Oakland Product"** means any specially packaged public record, information or product, developed pursuant to MCL 15.441 *et seq.*, for the purpose of making public records immediately available for public inspection or their purchase or copying by digital means, and available via the County's website.

1.3. **"Consultants, Contractors or Subcontractors"** mean entities under contract to Public Body who use Access Oakland Products and/or GIS Data in or for performance of services pursuant to their contract with Public Body.

1.4. **"Third Party"** means a person who requests Access Oakland Products and/or GIS Data from Public Body and is not a Public Body entity or a Consultant, Contractor or Subcontractor performing services for Public Body.

## 2. OAKLAND COUNTY RESPONSIBILITIES

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

## 3. PUBLIC BODY RESPONSIBILITIES

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

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

3.2. All requests for GIS data and/or Access Oakland Products for the uses specified in Paragraph 2.1 shall be made on behalf of Public Body by a designee of Public Body.

3.3. Requests for GIS Data will be submitted to the One Stop Shop, Oakland County, Michigan and requests for Access Oakland Products will be submitted to Access Oakland's Account Services website. Either Party to this agreement may designate another individual to make or receive such requests by providing prior written notice.

3.4. Public Body will only use GIS Data and/or Access Oakland Products provided by the County under this Agreement in the performance of Public Body's authorized and permitted duties.

3.5. Public Body may provide its Consultants, Contractors, or Subcontractors with access to the GIS Data and/or Access Oakland Products in accordance with all the following conditions:

3.5.1 Public Body shall have its Consultants, Contractors, or Subcontractors sign the Contractor Data Sharing Services Agreement, which is attached and incorporated into this Exhibit as Attachment A, and forward it to the County along with Contractor's required insurance documentation. The County will provide the fully executed Contractor Data Sharing Services Agreement to Public Body. Public Body shall forward the fully executed Contractor Data Sharing Services Agreement to the Consultant, Contractor, or Subcontractor. The Contractor Data Sharing Services Agreement must be signed by County and Contractor, prior to the Public Body's Consultants, Contractors, or Subcontractors accessing or using the GIS Data and/or Access Oakland Products;

3.5.2 Public Body's Consultants, Contractors, or Subcontractors shall refrain from using the GIS Data and/or Access Oakland Products for any purpose except what is authorized by Public Body in relation to the performance of Public Body's official duties; and,

3.5.3 Public Body's Consultants, Contractors, or Subcontractors shall delete, remove, and shall cease using all copies of GIS Data and/or Access Oakland Products, regardless of their form or method of storage, upon the completion or termination of its consulting, contracting or subcontracting relationship with Public Body and/or the completion of its assigned tasks or duties and/or termination of this Exhibit.

3.6. County may, and reserves the right to, implement future standards and guidelines as needed for use of the GIS Data and/or Access Oakland Products, including but not limited to, limiting the number of Public Body's or its Consultants, Contractors, or Subcontractors

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

3.7. Public Body shall immediately inform County via the Service Center if any of its employees, Consultants, Contractors, or Subcontractors are no longer employed by the Public Body, no longer require access to the GIS Data and/or Access Oakland Products, or use the GIS Data and/or Access Oakland Products for any purpose except what is authorized by Public Body in relation to the performance of Public Body's official duties.

3.8. Public Body shall comply with all of the provisions in MCL 15.443(1)(d). Except as provided in section 3.5 above, Public Body agrees that it shall refrain from providing GIS Data and/or Access Oakland Products to Third Parties, as that term is defined in MCL 15.442(i). Public Body shall refer all requests by Third Parties to purchase or otherwise acquire GIS Data and/or Access Oakland Products to Oakland County.

## 4. LICENSED USE AND ACCESS

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

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

# CONTRACTOR DATA SHARING SERVICES AGREEMENT

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

_____ (the "Contractor").
(Contractor Name and Address)

## RECITALS

A. WHEREAS, _____ ("Public Body'), utilizes Oakland County, Michigan ("County") owned GIS Data and/or Access Oakland Products (referred to individually or collectively as "Data Sharing Services") pursuant to an agreement with the County; and

B. WHEREAS, Public Body has requested and authorized County to provide Data Sharing Services to Contractor, in order for Contractor to fulfill its contractual obligations to Public Body.

C. WHEREAS, County is willing to provide Data Sharing Services to Contractor, subject to the following terms and conditions.

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

## AGREEMENT

1. **Definitions:** In addition to the terms and expressions defined elsewhere in this Contractor Agreement, the following words and expressions are defined and interpreted throughout this Contractor Agreement as:

   1.1 **Access Oakland Product** means any specially packaged public record, information or product, developed pursuant to MCL 15.441 *et seq.*, for the purpose of making public records immediately available for public inspection or their purchase or copying by digital means, and available via the County's website.

   1.2 **Contractor Employee** means any employee; officer; director; member; manager; trustee; volunteer; attorney; licensee; contractor; subcontractor; independent contractor; subsidiary; joint venture; partner or agent of Contractor; and any persons acting by, through, under, or in concert with any of the above, whether acting in their personal, representative, or official capacities. Contractor Employee shall also include any person

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.6.4 Upon termination of this Contractor Agreement for any reason.

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

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

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

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

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

6. **Maintenance or Modification:** County may, without notice, perform maintenance on, or modify the Data Sharing Services at any time. County may, without notice, restrict or deny Contractor's access to the Data Sharing Services during any maintenance or modification.

7. **Compliance with Laws**: Contractor shall comply with all federal, state, and local statutes, ordinances, regulations, and administrative rules and requirements applicable to its activities performed under this Contractor Agreement.

8. **Auditing**: County may conduct scheduled and unscheduled audits or scans to ensure the integrity of the Data Sharing Services and County's compliance with Federal, State and local laws and industry standards.

9. **Delegation or Assignment**: Contractor shall not delegate or assign any obligation or right under this Contractor Agreement.

10. **Indemnification**: Contractor shall indemnify, defend, and hold the County harmless from all Claims, incurred by or asserted against the County by any person or entity, which are alleged to have been caused directly or indirectly from the acts or omissions of Contractor or Contractor's Employees. The County's right to indemnification is in excess and above any insurance rights/policies required by this Contractor Agreement.

11. **Contractor Provided Insurance:** At all times during this Contractor Agreement, Contractor shall obtain and maintain insurance according to the requirements listed in Appendix A.

12. **Term**: This Contractor Agreement shall be effective when executed by all Parties, and shall remain in effect until the earliest of any one of the following events:

    12.1 Contractor completes or terminates its consulting, contracting or subcontracting relationship with Public Body;

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

    12.3 Five (5) years after the effective date of this Contractor Agreement; or

    12.4 Otherwise terminated as set forth in this Contractor Agreement.

13. **Termination:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**FOR COUNTY:**

Executed by: _____ Date: _____

Title: _____

**FOR CONTRACTOR:**

_____

(Signature of Contractor's Authorized Representative)

_____

(Printed name)

_____

(Title)

_____

(Address)

_____ Date: _____

(Address continued)

## APPENDIX A

## CONTRACTOR INSURANCE REQUIREMENTS

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

**Primary Coverages**

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

$1,000,000 – Each Occurrence Limit
$1,000,000 – Personal & Advertising Injury
$2,000,000 – Products & Completed Operations Aggregate Limit
$2,000,000 – General Aggregate Limit
$ 100,000 – Damage to Premises Rented to You (formally known as Fire Legal Liability)

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

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

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

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

**General Insurance Conditions**

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

1. All policies of insurance shall be on a primary, non-contributory basis with any other insurance or self-insurance carried by the County;

2. The insurance company(s) issuing the policy(s) shall have no recourse against the County for subrogation (policy endorsed written waiver), premiums, deductibles, or assessments under any form. All policies shall be endorsed to provide a written waiver of subrogation in favor of the County;

3. Any and all deductibles or self-insured retentions shall be assumed by and be at the sole risk of the Contractor;

4. Contractors shall be responsible for their own property insurance for all equipment and personal property used and/or stored on County property;

5. The Commercial General Liability and Commercial Automobile Liability policies along with any required supplemental coverages shall be endorsed to name the County of Oakland and it officers, directors, employees, appointees and commissioners as additional insured where permitted by law and policy form;

6. The Contractor shall require its contractors or sub-contractors, not protected under the Contractor's insurance policies, to procure and maintain insurance with coverages, limits, provisions, and/or clauses equal to those required in this Contract;

7. Certificates of insurance must be provided no less than ten (10) Business Days prior to the County's execution of the Contractor Agreement and must bear evidence of all required terms, conditions and endorsements; and

8. All insurance carriers must be licensed and approved to do business in the State of Michigan and shall have and maintain a minimum A.M. Best's rating of A- unless otherwise approved by the County Risk Management Department.

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

## INTRODUCTION

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

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

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

## 1. OAKLAND COUNTY RESPONSIBILITIES

1.1. Access and Use. County shall provide Public Body with access to Licensed Products without fee or cost to Public Body. County will only provide Public Body with access to the Licensed Products when the Pictometry Authorized Subdivision Agreement or an equivalent agreement is in effect.

1.2. Access Management. County will provide Public Body with access to the Licensed Products through County's Service Center.

1.3. Administration of Pictometry Authorized Subdivision Agreement. After Public Body signs and provides the County with the signed original Pictometry Authorized Subdivision Agreement (Attachment A) in accordance with paragraph 2.1, County shall provide the Pictometry Authorized Subdivision Agreement signed by Public Body to Pictometry for its signature. After Pictometry signs and provides the Pictometry Authorized Subdivision Agreement to County, County will provide a copy of the fully executed Pictometry Authorized Subdivision Agreement to Public Body.

1.4. Administration of Pictometry Authorized Sub-User Agreement. After Public Body provides County with the signed original Pictometry Authorized Sub-User Agreement

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

## 2. PUBLIC BODY RESPONSIBILITIES

2.1. Execution of Pictometry Authorized Subdivision Agreement. Prior to County providing Public Body with access to the Licensed Products, Public Body shall sign and provide the County with the signed original Pictometry Authorized Subdivision Agreement (Attachment A).

2.2. Execution of Pictometry Authorized Sub-User Agreement. County may provide access to the Licensed Products to a contractor of the Public Body solely for the purpose of allowing contractor to fulfill its contractual obligations to Public Body. Prior to County providing access to the Licensed Products to a contractor of Public Body, Public Body shall provide the contractor with a copy of the License Agreements and the Pictometry Authorized Sub-User Agreement, the contractor shall sign and provide the Public Body with the signed original Pictometry Authorized Sub-User Agreement (Attachment B), and Public Body shall provide the County with the signed original Pictometry Authorized Sub-User Agreement.

2.3. Public Body Compliance. Public Body shall comply with the terms and conditions in this Exhibit, the Pictometry Authorized Subdivision Agreement, the License Agreements, any new agreement mentioned in paragraph 2.5, and any applicable laws, rules, and regulations when accessing or using the Licensed Products. Public Body's access and use of the Licensed Products may be suspended or terminated if County is in breach of the License Agreements or if Public Body is in breach of this Exhibit, the Pictometry Authorized Subdivision Agreement, the License Agreements, any new agreement mentioned in paragraph 2.5, or any applicable laws, rules, and regulations when accessing or using the Licensed Products. Public Body acknowledges and agrees that it has received and reviewed the License Agreements.

2.4. Amendments to License Agreements. In order to access and use the Licensed Products, Public Body and its contractor(s) shall agree to and comply with any and all amendments to the License Agreements. Amendments to the License Agreements can be found on the Oakland County Purchasing Website at the 'Contract Public Search' link or provided to the Public Body upon request. County will provide notice to Public Body when it becomes aware of applicable amendments to the terms and conditions of the License Agreements. Public Body shall notify its contractors when Public Body becomes aware of applicable amendments to the terms and conditions of the License Agreements.

2.5. New Agreements. County may enter into new agreements in the future with Pictometry involving the Licensed Products or similar products. New agreements between the County and Pictometry may require Public Body or its contractor(s) to agree to and sign (if necessary) new Pictometry Authorized Subdivision Agreements, Pictometry Authorized Sub-User Agreements, License Agreements, or other equivalent or related agreements. In order to access and use the Licensed Products or similar products, Public Body and its contractor(s) shall agree to and comply with new Pictometry Authorized Subdivision Agreements, Pictometry Authorized Sub-User Agreements, License Agreements, or other equivalent or related agreements, which can be found on the Oakland County Purchasing Website at the 'Contract Public Search' link or provided to the Public Body upon request. County will provide notice to Public Body when it becomes aware that Public Body and its contractor(s) must comply with any new agreements. Public Body shall notify its contractors when Public Body becomes aware that its contractors must comply with new agreements.

2.6. Future Standards and Guidelines. County may, and reserves the right to, implement future standards and guidelines as needed for use of the Licensed Products or similar products, including but not limited to, limiting the number of Public Body's or a contractor's authorized user accounts. In order to access and use the Licensed Products or similar products, Public Body and/or its contractor(s) shall agree to and comply with new or different standards or guidelines that are provided to Public Body. Public Body shall provide any new or different standards or guidelines to its contractors.

2.7. Account Notification Requirements. Public Body shall immediately inform County via the Service Center if any employee or contractor of Public Body is no longer employed by the Public Body, no longer requires access to the Licensed Products, or breaches this Exhibit, the Pictometry Authorized Subdivision Agreement, the Pictometry Authorized Sub-User Agreement, the License Agreements, any applicable amendments to those agreements, or any new agreement mentioned in paragraph 2.5. County may require Public Body to verify its inventory of active Public Body and contractor user accounts periodically.

## 3. LICENSED USE AND ACCESS

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

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

**PICTOMETRY AUTHORIZED SUBDIVISION AGREEMENT**

Authorized Subdivision Name: Oak Park

Authorized Subdivision Address: 14000 Oak Park Blvd, Oak Park Mi 48237

Authorized Subdivision Email Address: Etungate@OakParkMi.gov

Authorized Subdivision Phone Number:

Authorized Subdivision Attn:

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

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

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

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

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

4. Pictometry shall have no obligations to provide the Pictometry Licensed Products to Authorized Subdivision;

5. Authorized Subdivision may not assign or otherwise transfer its rights or delegate its duties under this Agreement; and

6. All notices under this Agreement shall be in writing and shall be sent to the respective addresses set forth above. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

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

| **Authorized Subdivision** | | **Pictometry International Corp.** | |
|---|---|---|---|
| Signature: | | Signature: | |
| Name: | | Name: | |
| Title: | | Title: | |
| Date: | | Date: | |
| | | Effective Date: | |

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

**PICTOMETRY AUTHORIZED CONTRACTOR SUB-USER AGREEMENT**

| | |
|---|---|
| Contractor Name: | |
| Type of Contractor entity: | |
| Contractor Address: | |
| Governmental Entity that Contractor is performing work on behalf of: | |
| Contractor Attn: | |
| Effective Date: | |
| Term: | |
| Pictometry Licensed Products: | Delivered Content, Online Services, Web Visualization Offering |

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

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

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

Contractor agrees as follows:

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

**1.1** Contractor may use the Pictometry Licensed Products solely for the purpose of fulfilling its contractual obligations to the Governmental Entity at its direction.

**1.2** All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Pictometry Licensed Products belong to Pictometry or its third party

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

**1.3** Contractor shall not make the Pictometry Licensed Products available to any other party, including Google or its affiliates, either directly or indirectly. Contractor will not share, publish, reproduce, sell or distribute the Pictometry Licensed Products (including making available on the Internet or World Wide Web or any other general access electronic network, method or medium).

**1.4** Contractor shall not and will not enable others to decompile, reverse engineer, disassemble, attempt to derive source code of, decrypt, modify, create derivate works of, or tamper with or disable any security or monitoring features within the Pictometry Licensed Products.

**1.5** Pictometry shall have no obligations to provide the Pictometry Licensed Products to Contractor.

**2 Disclaimers**

**2.1** The Pictometry Licensed Products are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.

**2.2** The Pictometry Licensed Products are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.

**2.3** All measurements and reports generated by the Pictometry Licensed Products are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.

**2.4** Contour information obtained from the Pictometry Licensed Products is generated from under sampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.

**2.5** While the Pictometry Licensed Products may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the Pictometry Licensed Products hereby disclaim all liability for damages claims and expenses arising from such use.

**2.6** Contractor's reliance on the Pictometry Licensed Products should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for Contractor's intended purpose.

**2.7** Pictometry and each third party supplier of any portion of the Pictometry Licensed Products assume no responsibility for any consequences resulting from the use of the Pictometry Licensed Products.

**2.8** Pictometry and each third party supplier of any portion of the Pictometry Licensed Products hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Pictometry Licensed Products.

**2.9** Contractor waives any and all rights Contractor may have against Pictometry, each third party supplier of any portion of the Pictometry Licensed Products, and each of their

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

**3 Warranty**

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

**4 Limitation of Liability**

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

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

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

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

**5 Miscellaneous**

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

**5.2** Pictometry may terminate this Agreement at any time with or without cause upon ten (10) days written notice to the Contractor.

**5.3** Upon expiration or termination of this Agreement, or in the event that Contractor is in violation of any of the terms or conditions set forth in this Agreement or the Governmental Entity is in violation of its Agreement with Pictometry, the Contractor shall immediately cease use of all Pictometry Licensed Products, purge all Pictometry Licensed Products off of its respective computers/servers and return all Pictometry Licensed Products to Pictometry.

**5.4** Contractor shall not assign or otherwise transfer its rights or delegate its duties under this Agreement.

**5.5** All notices under this Agreement shall be in writing and shall be sent to the respective addresses set forth above. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

**5.6** Any extensions or modifications of this Agreement must be in writing and signed by duly authorized officers of Pictometry and the Contractor.

**5.7** This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles.

**5.8** The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.

**5.9** In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.

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

| **Contractor** | | **Pictometry International Corp.** | |
|---|---|---|---|
| Signature: | _____ | Signature: | _____ |
| Name: | _____ | Name: | _____ |
| Title: | _____ | Title: | _____ |
| Date: | _____ | Date: | _____ |
| | | Effective Date: | _____ |

# CITY OF OAK PARK

**Saundra Crawford, Director**
**Department of Finance**



**Mayor**
Marian McClellan
**Mayor Pro Tem**
Carolyn Burns
**Council Members**
Solomon Radner
Regina Weiss
Julie Edgar
**City Manager**
Erik Tungate


# MEMORANDUM

Date: February 7, 2021

To: Erik Tungate, City Manager

From: Saundra Crawford, Finance Director
Carl Johnson, Financial Assistant

Re: Second Quarter FY 2020-21 Investment Report

The State of Michigan Public Act 213 of 2007 requires the City's investment officer to provide a written report quarterly to the governing body concerning the investment of all funds of the City that fall under Public Act 20. Public Act 20 governs how non-pension and non-OPEB funds can be invested. The attached report details the cash and investments (citywide for all funds) held by the City at December 31, 2020. The report includes a description of each investment by type, market and book values, current and yield to maturity interest rates and the number of days to maturity.

The second quarter investment report shows total citywide cash and investments of $33,659,956 (market value) including cash in the operating account of $1,234,717 (excluding outstanding checks and other adjustments), short-term investments in the Oakland County Investment Pool of $30,131,354, and long-term investments total $2,293,885. The City has maximized investment return on short-term cash by utilizing the Oakland County Investment Pool and minimizing the amount maintained in the checking and daily depository accounts. Investment income for the months of October through December 2020 totaled $78,657.

During the second quarter overall investment returns are still at the same low levels as in the first quarter of FY 2020-21; as Economists predicted. The return for the second quarter was approximately 0.90% primarily due to COVID-19 and the Federal Reserve rates set at nearly zero. As a result, the City is investing short-term and locking up longer term investments if the individual interest rate is favorable. Interest rates for the next quarter are expected to remain low and overall investment will continue to fall as long-term investments continue to mature.

City of Oak Park
Summary of Cash and Investments Held
December 31, 2020

| | Maturity Date | Market Value | Book Value | % of Portfolio | Current Interest Rate | YTM @ Cost | Days to Maturity | Investment Broker |
|---|---|---|---|---|---|---|---|---|
| **Cash** | | | | | | | | |
| Huntington Bank - Collection | | $ 1,234,717 | $ 1,234,717 | 3.67% | 0.0100% | 0.0100% | 1 | Huntington |
| Huntington Bank - Accounts Payable | | - | - | 0.00% | 0.0100% | 0.0100% | 1 | Huntington |
| Huntington Bank - Payroll | | - | - | 0.00% | 0.0100% | 0.0100% | 1 | Huntington |
| **Money Market** | | | | | | | | |
| Fifth Third - Money Market | | 129,876 | 129,876 | 0.39% | 0.0100% | 0.0100% | 1 | Fifth Third |
| **Government Securities** | | | | | | | | |
| **Municipal Bonds** | | | | | | | | |
| Reeths-Puffer Mich Schs | 5/1/2021 | 251,795 | 250,220 | 0.74% | 2.5740% | 2.5740% | 120 | Comerica |
| Reeths-Puffer Mich Schs | 5/1/2021 | 251,795 | 250,220 | 0.74% | 2.5740% | 2.5740% | 120 | Comerica |
| Whitmore Lake Mich Pub Sch Dist | 5/1/2021 | 503,985 | 500,647 | 1.49% | 2.7490% | 2.7490% | 120 | Comerica |
| Ypsilanti School District | 5/1/2021 | 446,651 | 445,000 | 1.32% | 2.1800% | 2.1800% | 120 | Fifth Third |
| Kalkaska Mich Sch Bldg | 5/1/2023 | 401,672 | 420,665 | 1.25% | 6.1000% | 6.1000% | 850 | Fifth Third |
| South Lyon Mich Comm Schools | 5/1/2023 | 52,759 | 50,485 | 0.15% | 2.8900% | 2.8900% | 850 | Comerica |
| **Certificate of Deposits** | | | | | | | | |
| Wells Fargo Bank NA | 7/28/2022 | 155,244 | 150,000 | 0.45% | 2.3000% | 2.3000% | 573 | Fifth Third |
| Wells Fargo Bank NA | 1/19/2023 | 100,108 | 100,000 | 0.30% | 2.2500% | 2.2500% | 748 | Fifth Third |
| **Commercial Paper** | | | | | | | | |
| **Investment Pool** | | | | | | | | |
| Oakland County Investment Pool | | 30,131,354 | 30,131,354 | 89.51% | 0.9560% | 0.9560% | 1 | Oakland County |
| Total | | $ 33,659,956 | $ 33,663,184 | 100.00% | | | | |

# CITY OF OAK PARK

**Saundra Crawford, Director**
**Department of Finance**



**Mayor**
Marian McClellan
**Mayor Pro Tem**
Carolyn Burns
**Council Members**
Solomon Radner
Julie Edgar
Shaun Whitehead
**City Manager**
Erik Tungate


# MEMORANDUM

Date: January 21, 2021

To: Erik Tungate, City Manager

Kevin Yee, Assistant City Manager

From: Saundra Crawford

Re: 2nd Quarter Budget to Actual Report, General Fund

The purpose of this memorandum is to highlight fiscal year-to-date revenue and expenditure activity through the first quarter ending December 31, 2020 (see attached report for budget-to-actual by department activity for the General Fund only). Through the second quarter, generally, revenues and expenditures should represent 50% of the annual budget.

**GENERAL FUND**

**REVENUES**

Total revenues for the first quarter total approximately $19 million, representing approximately 84% of the annual budget. Overall revenues are on track with budget with the following items of note:

- Property Tax Revenue – City property tax levies are billed July 1 and payable in full without penalty by August 31, 2020. As of the end of the second quarter approximately 94% of the taxes billed had been paid. Any unpaid real property taxes will be purchased from the City by Oakland County in May 2021. Property tax revenue is the primary reason the overall revenues are at 84% to date.

- Intergovernmental Revenue (State Revenue Sharing) – The City receives six bi-monthly payments annually for state-shared revenue. The second quarter report reflects two fiscal 2020/21 payments totaling $1,344,770 as the August 31, 2020 payment by statute is included as part of the June 30, 2020 revenues. The City will receive the remaining payments on

February 28, April 30, June 30 and August 31 (2021) related to the current fiscal year. The estimated annual revenue included in the budget totals $3,570,123.

- Fines and forfeiture revenue received from the 45th District Court is budgeted for a total of $1,700,000 of which $645,441 or 38% was received in this second quarter. Overall court revenue continues to be less than prior year and less than budget due to COVID-19 and the reduced number of drivers on the road and tickets written. The court has done a good job reducing their costs to offset some of the lost revenue. The revenue received is used to offset a portion of the court's operating costs. Finance will continue to monitor both the court revenue and expenditure budgets and amended as necessary.

- Federal grants revenue is higher than originally anticipating as the City is receiving federal CARES funds passed through the State of Michigan and Oakland County related to the COVID-19 pandemic. The revenue will be used to offset both unbudgeted expenditures incurred since March 2020 along with reimbursement of some allowable budgeted costs (which will be used to offset some of the revenue lost). Finance will be bringing forward budget amendments for both the revenue and any related unbudgeted expenditures.

- Recreation program fees continue to lag behind both prior and the current year reduced budget due to the COVID-19 pandemic and related shutdown. Program fees are currently at approximately 35% of budget and historically represent closer to 50% through the second quarter. Some of the revenue loss has been offset by cost savings and budget amendments will be forthcoming in this second quarter to reflect the most recent projects.

**EXPENDITURES**

Total expenditures for the second quarter total approximately $9.4 million, representing approximately 43% of the annual budget. Overall departmental expenditure budgets are on track with the following items of note (departments over 50%):

- The Human Resources Department is at 57% for the second quarter due to the increase in the defined contribution retirement amount for the new Human Resource Director. This will be amended in this second quarter of budget amendments.
- The Prosecuting Attorney is at 58% of their budget due to the timing of when payment is made.
- Elections is at 73% of their budget due to the timing of when the elections take place. The presidential primary was during the first quarter and the general election is in this second quarter resulting in the majority of the budget being expended during the first six months of the year. The overall net budget for the department is in line with current annual projections.

- The Special Events Recreation Department is at 59% of their budget due to the seasonality nature of recreation programs. The overall net budget for the department is in line with current annual projections. All other recreation departments are running significantly under budget due to the COIVD-19 pandemic and will be amended in this second quarter of budget amendments (see note on recreation revenues above).
- Communications Department is at 52% of their budget due to all of the capital outlay expense, being expensed in this second quarter.

Overall the General Fund operations are in line with the annual budget. However, Finance will continue to monitor the revenues and expenses and bring forth the budget amendments that are necessary. The projected fund balance remains at the targeted level of 20% of annual expenditures.

01/21/2021 REVENUE AND EXPENDITURE REPORT FOR CITY OF OAK PARK
PERIOD ENDING 12/31/2020
% Fiscal Year Completed: 50.41

| GL NUMBI DESCRIPTION | END BALANCE 06/30/2020 NORM (ABNORM) | 2020-21 ORIGINAL BUDGET | 2020-21 AMENDED BUDGET | YTD BALANCE 12/31/2020 NORM (ABNORM) | AVAILABLE BALANCE NORM (ABNORM) | % BDGT USED |
|---|---|---|---|---|---|---|
| **Fund 101 - GENERAL FUND** | | | | | | |
| 00.000 - NONE | 16,548,201.07 | 16,866,542.00 | 17,281,146.00 | 14,072,066.34 | 3,209,079.66 | 81.43 |
| 17.345 - PUBLIC SAFETY | 4,359,192.38 | 4,607,643.00 | 4,607,643.00 | 4,438,195.56 | 169,447.44 | 96.32 |
| 19.752 - RECREATION ADMINISTRATION | 224,186.89 | 247,385.00 | 247,385.00 | 234,542.93 | 12,842.07 | 94.81 |
| TOTAL REVENUES | 21,131,580.34 | 21,721,570.00 | 22,136,174.00 | 18,744,804.83 | 3,391,369.17 | 84.68 |
| 10.101 - COUNCIL AND MAYOR | 56,937.40 | 60,479.00 | 60,479.00 | 14,995.88 | 45,483.12 | 24.80 |
| 11.172 - CITY MANAGER | 364,518.85 | 383,122.00 | 383,122.00 | 172,808.41 | 210,313.59 | 45.11 |
| 11.270 - HUMAN RESOURCES | 343,265.31 | 365,237.00 | 410,597.00 | 233,578.45 | 177,018.55 | 56.89 |
| 11.611 - ECONOMIC DEVELOPMENT | 163,668.74 | 172,590.00 | 212,459.00 | 58,492.05 | 153,966.95 | 27.53 |
| 12.258 - MAGEMENT INFORMTN SERVICE | 262,573.38 | 338,277.00 | 338,277.00 | 83,559.34 | 254,717.66 | 24.70 |
| 13.210 - CITY ATTORNEY | 254,682.12 | 269,600.00 | 269,600.00 | 74,665.63 | 194,934.37 | 27.69 |
| 13.229 - PROSECUTING ATTORNEY | 69,159.96 | 71,660.00 | 71,660.00 | 41,801.69 | 29,858.31 | 58.33 |
| 14.191 - ELECTIONS | 250,011.50 | 266,196.00 | 266,196.00 | 194,862.53 | 71,333.47 | 73.20 |
| 14.215 - CITY CLERK | 104,758.86 | 115,511.00 | 115,511.00 | 51,458.66 | 64,052.34 | 44.55 |
| 15.201 - FINANCE & ADMIN SERVICES | 475,091.05 | 427,882.00 | 427,882.00 | 167,121.41 | 260,760.59 | 39.06 |
| 16.371 - INSPECTIONS | 587,199.96 | 632,504.00 | 632,504.00 | 299,948.86 | 332,555.14 | 47.42 |
| 16.401 - TECH & PLANNING ADMIN. | 191,240.55 | 182,510.00 | 182,510.00 | 88,899.70 | 93,610.30 | 48.71 |
| 16.447 - ENGINEERING | 45,210.27 | 53,603.00 | 53,603.00 | 16,501.84 | 37,101.16 | 30.79 |
| 16.448 - STREET LIGHTING | 369,293.50 | 400,000.00 | 400,000.00 | 165,433.01 | 234,566.99 | 41.36 |
| 17.345 - PUBLIC SAFETY | 10,895,656.33 | 10,730,050.00 | 10,730,050.00 | 4,696,147.70 | 6,033,902.30 | 43.77 |
| 17.346 - PUBLIC SAFETY K-9 | 210,458.15 | 196,273.00 | 196,273.00 | 84,036.21 | 112,236.79 | 42.82 |
| 18.265 - BUILDING MAINTENANCE | 633,485.50 | 725,103.00 | 725,103.00 | 277,921.46 | 447,181.54 | 38.33 |
| 18.441 - DPW ADMINISTRATION | 17,292.25 | 19,460.00 | 19,460.00 | 7,074.99 | 12,385.01 | 36.36 |
| 18.443 - SHEPHERD PARK | 85,678.32 | 317,443.00 | 317,443.00 | 43,416.31 | 274,026.69 | 13.68 |
| 18.444 - OTHER PARKS FORESTRY | 124,467.49 | 508,152.00 | 768,152.00 | 144,026.73 | 624,125.27 | 18.75 |
| 19.752 - RECREATION ADMINISTRATION | 357,465.85 | 382,869.00 | 382,869.00 | 148,116.07 | 234,752.93 | 38.69 |
| 19.753 - ATHLETICS | 15,993.11 | 33,793.00 | 33,793.00 | 4,669.73 | 29,123.27 | 13.82 |
| 19.754 - OUTDOOR ACTIVITIES | 30,888.63 | 61,877.00 | 61,877.00 | 538.18 | 61,338.82 | 0.87 |
| 19.755 - INSTRUCTIONAL ACTIVITIES | 12,753.10 | 23,400.00 | 23,400.00 | 251.76 | 23,148.24 | 1.08 |
| 19.756 - SPECIAL RECREATION EVENTS | 23,107.11 | 28,800.00 | 28,800.00 | 17,070.43 | 11,729.57 | 59.27 |
| 19.757 - SWIMMING POOL FACILITY | 60,822.33 | 188,045.00 | 188,045.00 | 155.25 | 187,889.75 | 0.08 |
| 19.776 - SENIOR SERVICES | 42,999.90 | 53,763.00 | 53,763.00 | 15,160.15 | 38,602.85 | 28.20 |
| 21.890 - NON DEPARTMENTAL | 4,710,448.99 | 4,450,169.00 | 4,450,169.00 | 2,153,831.98 | 2,296,337.02 | 48.40 |
| 22.806 - COMMUNICATIONS & PUBLIC INFORMATION | 229,104.12 | 263,202.00 | 332,577.00 | 172,657.00 | 159,920.00 | 51.91 |
| TOTAL EXPENDITURES | 21,155,321.70 | 21,721,570.00 | 22,136,174.00 | 9,429,201.41 | 12,706,972.59 | 42.60 |
| TOTAL REVENUES | 21,131,580.34 | 21,721,570.00 | 22,136,174.00 | 18,744,804.83 | 3,391,369.17 | 84.68 |
| TOTAL EXPENDITURES | 21,155,321.70 | 21,721,570.00 | 22,136,174.00 | 9,429,201.41 | 12,706,972.59 | 42.60 |
| NET OF REVENUES & EXPENDITURES | (23,741.36) | 0.00 | 0.00 | 9,315,603.42 | (9,315,603.42) | 100.00 |

**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN**

**AGENDA OF: February 9, 2021** **AGENDA #**

**SUBJECT**: Approval of resolution to authorize Budget Amendment #2021-3

**DEPARTMENT**: Finance

**SUMMARY**: The City's annual budget was adopted on May 18, 2020 and is effective July 1st. The budget is adopted at the departmental level. In accordance with the State Budget Act, budget amendments are to be completed throughout the fiscal year in order to reflect the most current information available related to revenue and expenditure budgets. Budget amendments that have a positive or negative impact on fund balance or change the department total require Council approval. The proposed amendments are based on actual and projected activity-to-date.

The second quarter (12/31/20) budget amendment is attached and is also summarized below.

| GENERAL FUND | |
|---|---|
| Beginning Fund Balance July 1, 2020 | $ 4,345,540 |
| Amended Budget as of December 31, 2020 | $ 0 |
| Net Change in Fund Balance (Amendment #2021-3) | $1,300,875 |
| Estimated Ending Fund Balance June 30, 2021 | $5,646,415 |

The following are some additional detail related to the significant items included in the recommended amendment:

- Reduction of various expenditure budgets for FY 20/21 raises paid during FY 19/20.
- Increase state shared revenue to match the State of Michigan's most recent revenue estimates.
- Increase federal grant revenue for amounts received from the State of Michigan and Oakland County for expenditure reimbursements and revenue replacement.
- Reduction of court revenue along with a reduction in the transfer out to the court to fund their operations.
- Reduction in parks and recreation revenue along with a corresponding reduction in their department expenditures due to the COVID-19 program reductions.

- Create expenditure budgets for several capital projects pushed forward from fiscal year 21/22 to fiscal year 20/21.
- Budget for the required extra contribution for the OPEB contribution per PA 202.

Overall, this amendment increase the projected fund balance due to the one-time grants from the County and State for COVID-19 revenue replacement. Finance anticipates additional possible revenue drops before the end of the fiscal year due to COVID-19 which may impact the ultimate fund balance.

**AUTHORITIES AND SPECIAL REVENUE FUNDS**

- The street funds Act 51 revenue was increase to match the current State estimates.
- Reduction of various expenditure budgets for FY 20/21 raises paid during FY 19/20.

**CAPTIAL PROJECT FUNDS**

- Budget and related transfers were recorded for the decorative fence project (M-695).

**Note: The State of Michigan does not require budgets for any funds except the General and Special Revenue Funds. The City has chosen to be fiscally responsible and adopt budgets for all funds to assist in monitoring the overall financial activity of the City.**

**ENTERPRISE FUND**

- Reduction of various expenditure budgets for FY 20/21 raises paid during FY 19/20.
- Various revenue and expenditure line items were adjusted to reflect the actual activity to date.

**FINANCIAL STATEMENT**: The proposed budget amendment has an impact on the fund balance of General Fund while keeping the estimated fund balance at approximately 21% of annual expenditures. The amendments to all other funds keep the fund balance at targeted ranges and are done in compliance with State of Michigan requirements and guidelines.

**RECOMMENDED ACTION**: Approval of resolution to authorize Budget Amendment #2021-3

**APPROVALS**:

City Manager: *ET*

Finance Director: SC

**City of Oak Park**
**Proposed Budget Amendments**
**December 31, 2020**

| Account Number | Account Name | Amount | Description |
|---|---|---|---|
| | **General Fund** | | |
| 101-00.000-479.000 | Building Permits | $ 50,875 | Increase per activity to date and projections thru year-end |
| 101-00.000-502.500 | Federal Grants - CARES - County | 935,116 | Adjust budget for actual grants received to date |
| 101-00.000-528.000 | Federal Grants - CARES - State | 813,003 | Adjust budget for actual grants received to date |
| 101-00.000-574.000 | State Revenue Sharing | 94,562 | Per State estimates - sales tax better than anticipated |
| 101-00.000-630.000 | COBRA billings rev/(exp) | (10,000) | Increase in costs related to mandatory COBRA coverage |
| 101-00.000-632.000 | Housing Inspections | (36,000) | Decrease to COVID-19 slowdown |
| 101-00.000-644.102 | Community Center Rental | (15,000) | Reduce parks & rec budget per actual collections to date |
| 101-00.000-644.108 | Youth Athletic - Misc | (4,000) | Reduce parks & rec budget per actual collections to date |
| 101-00.000-644.110 | Basketball | (5,000) | Reduce parks & rec budget per actual collections to date |
| 101-00.000-644.121 | Day Camp | (15,000) | Reduce parks & rec budget per actual collections to date |
| 101-00.000-644.131 | Dance & Aerobic Classes | (6,000) | Reduce parks & rec budget per actual collections to date |
| 101-00.000-644.146 | General Admission | (35,000) | Reduce parks & rec budget per actual collections to date |
| 101-00.000-644.150 | Instructional Classes | (10,000) | Reduce parks & rec budget per actual collections to date |
| 101-00.000-659.000 | Ordinance Fines | (400,000) | Reduce due to COVID-19 slowdown of tickets written |
| 101-00.000-664.000 | Interest Income | (4,015) | Decrease per activity to date and projections thru year-end |
| 101-00.000-675.100 | Donations - CTCL Election Private Grant | 77,694 | Increase per activity to date and projections thru year-end |
| | **Total Revenue Increase (Decrease)** | 1,431,235 | |
| 101-11.172-702.000 | Salaries and Wages | (9,000) | Contract signing bonus ($2500 + fringes of $500 per FTE) |
| 101-11.270-702.000 | Salaries and Wages | (6,000) | Contract signing bonus ($2500 + fringes of $500 per FTE) |
| 101-11.611-702.000 | Salaries and Wages | (4,500) | Contract signing bonus ($2500 + fringes of $500 per FTE) |
| 101-11.611-970.000 | Capital Outlay | 2,370 | Planters for Bridge |
| 101-14.191-702.000 | Salaries and Wages | (7,500) | Contract signing bonus ($2500 + fringes of $500 per FTE) |
| 101-14.191-702.000 | Salaries and Wages | 10,000 | Increase related to CTCL private election grant (above) |
| 101-14.191-956.200 | Miscellaneous Expenditures - CTCL Grant | 25,000 | Election workers hazard pay paid from grant |
| 101-14.215-702.000 | Salaries and Wages | (1,500) | Contract signing bonus ($2500 + fringes of $500 per FTE) |
| 101-15.201-702.000 | Salaries and Wages | (21,000) | Contract signing bonus ($2500 + fringes of $500 per FTE) |
| 101-16.371-702.000 | Salaries and Wages | (21,000) | Contract signing bonus ($2500 + fringes of $500 per FTE) |
| 101-16.401-702.000 | Salaries and Wages | (9,000) | Contract signing bonus ($2500 + fringes of $500 per FTE) |
| 101-17.345-702.000 | Salaries and Wages | (180,000) | Contract signing bonus ($2500 + fringes of $500 per FTE) |
| 101-17.345-702.000 | Salaries and Wages | 56,000 | Hazard pay (offset by State grant revenue) |
| 101-17.345-970.000 | Capital Outlay | 120,000 | Radio project rolled forward from FY 21/22 budget |
| 101-17.346-702.000 | Salaries and Wages | (3,000) | Contract signing bonus ($2500 + fringes of $500 per FTE) |
| 101-18.265-702.000 | Salaries and Wages | (3,000) | Contract signing bonus ($2500 + fringes of $500 per FTE) |
| 101-19.752-702.000 | Salaries and Wages | (12,000) | Contract signing bonus ($2500 + fringes of $500 per FTE) |
| 101-19.752-702.000 | Salaries and Wages | (18,000) | Decrease per activity to date and projections thru year-end |
| 101-19.753-702.000 | Salaries and Wages | (5,000) | Decrease per activity to date and projections thru year-end |
| 101-19.753-726.000 | Supplies | (12,000) | Decrease per activity to date and projections thru year-end |
| 101-19.754-702.000 | Salaries and Wages | (30,000) | Decrease per activity to date and projections thru year-end |
| 101-19.755-818.000 | Contractual Services | (10,000) | Decrease per activity to date and projections thru year-end |
| 101-19.757-702.000 | Salaries and Wages | (30,000) | Decrease per activity to date and projections thru year-end |
| 101-21.890-712.005 | Retiree Healthcare - Additional Contribution | 400,000 | Increase per activity to date and projections thru year-end |
| 101-21.890-964.000 | Prior Yr/MTT Tax Refunds | 16,365 | Increase per activity to date and projections thru year-end |
| 101-21.890-999.136 | Contribution to District Court | (140,000) | Adjust to estimated costs in transfer to District Court |
| 101-22.806-702.000 | Salaries and Wages | (6,000) | Contract signing bonus ($2500 + fringes of $500 per FTE) |
| 101-22.806-970.000 | Capital Outlay | 29,125 | Production equipment for delivery of Council meetings |
| | **Total Expenditure Increase (Decrease)** | 130,360 | |
| | **Net Increase (Decrease) to Fund Balance** | $ 1,300,875 | |

**City of Oak Park**
**Proposed Budget Amendments**
**December 31, 2020**

| | | | |
|---|---|---|---|
| | **Library Fund** | | |
| 111-00.000-664.000 | Interest Income | - | Actual interest earnings better than anticipated & prior year |
| | **Total Revenue Increase (Decrease)** | - | |
| 111-20.790-702.000 | Salaries and Wages | (9,000) | Contract signing bonus ($2500 + fingers of $500 per FTE) |
| 111-20.790-920.003 | Utilities - Water | - | Increase per activity to date and projections thru year-end |
| | **Total Expenditure Increase (Decrease)** | (9,000) | |
| | **Net Increase (Decrease) to Fund Balance** | $ 9,000 | |
| | **Major Streets Fund** | | |
| 202-00.000-546.000 | State Grants | 79,976 | Adjust to actual receipts to date and projections |
| 202-00.000-664.000 | Interest Income | (2,976) | Increase estimate of total earnings |
| | **Total Revenue Increase (Decrease)** | $ 77,000 | |
| 202-18.479-702.000 | Salaries and Wages | (18,000) | Contract signing bonus ($2500 + fingers of $500 per FTE) |
| | **Total Expenditure Increase (Decrease)** | $ (18,000) | |
| | **Net Increase (Decrease) to Fund Balance** | $ 95,000 | |
| | **Local Streets Fund** | | |
| 203-00.000-546.000 | State Grants | 31,533 | Adjust to actual receipts to date and projections |
| 203-00.000-664.000 | Interest Income | 2,467 | Increase estimate of total earnings |
| | **Total Revenue Increase (Decrease)** | $ 34,000 | |
| 203-18.479-702.000 | Salaries and Wages | (3,000) | Contract signing bonus ($2500 + fingers of $500 per FTE) |
| | **Total Expenditure Increase (Decrease)** | $ (3,000) | |
| | **Net Increase (Decrease) to Fund Balance** | $ 37,000 | |
| | **Solid Waste Fund** | | |
| 226-00.000-664.000 | Interest Income | 3,000 | Adjust budget based on prior year, cash balance & return |
| | **Total Revenue Increase (Decrease)** | $ 3,000 | |
| 226-18.528-702.000 | Salaries and Wages | (9,000) | Contract signing bonus ($2500 + fingers of $500 per FTE) |
| | **Total Expenditure Increase (Decrease)** | $ (9,000) | |
| | **Net Increase (Decrease) to Fund Balance** | $ 12,000 | |
| | **Public Improvement Fund** | | |
| 401-70.900-664.000 | Interest Income | 1,708 | Estimate based on prior and current year activity |
| 401-70.900-699.402 | Transfer In - City Owned Properties | 44,000 | Transfer part of fence project - get fund balance to zero |
| | **Total Revenue Increase (Decrease)** | $ 45,708 | |
| 401-70.900-970.000 | Capital Outlay | 124,057 | 2020 Decorative Fence Project M-695 |
| 401-70.900-999.101 | Transfer Out - General Fund | | |
| | **Total Expenditure Increase (Decrease)** | $ 124,057 | |
| | **Net Increase (Decrease) to Fund Balance** | $ (78,349) | |

**City of Oak Park**
**Proposed Budget Amendments**
**December 31, 2020**

| | | | |
|---|---|---|---|
| | **City Owned Property Fund** | | |
| 402-00.000-673.000 | Sale of Fixed Assets | - | Proceeds from sale of county delinquent tax properties |
| | **Total Revenue Increase (Decrease)** | $ - | |
| 402-18.444-999.401 | Transfer Out - Public Improvement Fund | 44,000 | Transfer part of fence project - get fund bal in 401 to zero |
| | **Total Expenditure Increase (Decrease)** | $ 44,000 | |
| | **Net Increase (Decrease) to Fund Balance** | $ (44,000) | |
| | **Municipal Complex Construction Fund** | | |
| 452-59.451-664.000 | Interest Income | - | Estimate based on prior and current year activity |
| | **Total Revenue Increase (Decrease)** | $ - | |
| 452-59.451-801.000 | Professional Services | 44,558 | Balance in fund to be spent on various building projects |
| | **Total Expenditure Increase (Decrease)** | $ 44,558 | |
| | **Net Increase (Decrease) to Fund Balance** | $ (44,558) | |
| | **Water and Sewer Fund** | | |
| 592-00.000-650.000 | Service Connection Revenue | 9,000 | Adjust to actual receipts to date |
| 592-00.000-650.002 | Service Connection Sewer | 4,000 | Adjust to actual receipts to date |
| 592-00.000-664.000 | Interest Income | (3,422) | Adjust to actual and estimated thru year-end |
| 592-00.000-674.000 | Miscellaneous Revenue | 12,500 | Adjust to actual and estimated thru year-end |
| | **Total Revenue Increase (Decrease)** | $ 22,078 | |
| 592-15-536-702.000 | Salaries and Wages | (9,000) | Contract signing bonus ($2500 + fringes of $500 per FTE) |
| 592-16-550-702.000 | Salaries and Wages | (12,000) | Contract signing bonus ($2500 + fringes of $500 per FTE) |
| 592-18-537-702.000 | Salaries and Wages | (3,000) | Contract signing bonus ($2500 + fringes of $500 per FTE) |
| 592-18-538-702.000 | Salaries and Wages | (33,000) | Contract signing bonus ($2500 + fringes of $500 per FTE) |
| 592-18-550-702.000 | Salaries and Wages | (9,000) | Contract signing bonus ($2500 + fringes of $500 per FTE) |
| 592-18-550-925.000 | Non-Residential IWC | - | Reduce per activity to date and projections thru year-end |
| 592-18.550-927.000 | Drain Charges -Red Run | 11,078 | Adjust to actual expenditures to date |
| | **Total Expenditure Increase (Decrease)** | $ (54,922) | |
| | **Net Increase (Decrease) to Fund Balance** | $ 77,000 | |

**City of Oak Park**
**Proposed Budget Amendments**
**December 31, 2020**

| | | | |
|---|---|---|---|
| | **Motor Pool Internal Service Fund** | | |
| 654-18.875-664.000 | Interest Income | - | Estimate based on prior and current year activity |
| | **Total Revenue Increase (Decrease)** | $ - | |
| 654-18.875-702.000 | Salaries & Wages | 3,000 | Contract signing bonus ($2500 + fringes of $500 per FTE) |
| 654-18.875-860.000 | Transportation | (3,000) | Reduce per activity to date and projections thru year-end |
| | **Total Expenditure Increase (Decrease)** | $ - | |
| | **Net Increase (Decrease) to Fund Balance** | $ - | |

**Resolution**

NOW, THEREFORE BE IT RESOLVED that the following Budget Amendment #2021-3 is authorized:

| | INCREASE (DECREASE) |
|---|---|
| **GENERAL FUND** | |
| **REVENUES** | |
| PROPERTY TAXES | $ - |
| LICENSE AND PERMITS | 50,875 |
| INTERGOVERNMENTAL | 1,842,681 |
| CHARGES FOR SERVICES | (136,000) |
| FINES AND FORFEITURES | (400,000) |
| INTEREST INCOME | (4,015) |
| OTHER REVENUE | 77,694 |
| **TOTAL REVENUES** | 1,431,235 |
| **EXPENDITURES** | |
| CITY COUNCIL | - |
| CITY MANAGER | (9,000) |
| HUMAN RESOURCES | (6,000) |
| COMMUNITY & ECONOMIC DEVELOPMENT | (2,130) |
| INFORMATION TECHNOLOGY | - |
| CITY CLERK - ELECTIONS | 27,500 |
| CITY CLERK | (1,500) |
| FINANCE | (21,000) |
| TECHNICAL AND PLANNING | (30,000) |
| PUBLIC SAFETY | (7,000) |
| RECREACTION | (117,000) |
| PUBLIC WORKS | (3,000) |
| NON-DEPARTMENTAL | 276,365 |
| PUBLIC INFORMATION | 23,125 |
| **TOTAL EXPENDITURES** | 130,360 |
| **Net Increase to Fund Balance** | $ 1,300,875 |
| **LIBRARY FUND** | |
| **REVENUES** | |
| PROPERTY TAXES | $ - |
| INTERGOVERNMENTAL | - |
| CHARGES FOR SERVICES | - |
| FINES AND FORFEITURES | - |
| INTEREST INCOME | - |
| OTHER REVENUE | - |
| **TOTAL REVENUES** | - |
| **EXPENDITURES** | |
| SALARIES | (9,000) |
| UTILITIES - WATER | - |
| **TOTAL EXPENDITURES** | (9,000) |
| **Net Increase to Fund Balance** | $ 9,000 |

| | INCREASE (DECREASE) |
|---|---|
| **MAJOR STREETS FUND** | |
| **REVENUES** | |
| INTERGOVERNMENTAL | $ 79,976 |
| INTEREST INCOME | (2,976) |
| OTHER REVENUE | - |
| **TOTAL REVENUES** | 77,000 |
| **EXPENDITURES** | |
| SALARIES | (18,000) |
| FRINGES | - |
| **TOTAL EXPENDITURES** | (18,000) |
| **Net Increase to Fund Balance** | $ 95,000 |
| **LOCAL STREETS FUND** | |
| **REVENUES** | |
| INTERGOVERNMENTAL | $ 31,533 |
| CHARGES FOR SERVICES | - |
| INTEREST INCOME | 2,467 |
| OTHER REVENUE | - |
| **TOTAL REVENUES** | 34,000 |
| **EXPENDITURES** | |
| SALARIES | (3,000) |
| FRINGES | - |
| **TOTAL EXPENDITURES** | (3,000) |
| **Net Increase to Fund Balance** | $ 37,000 |
| **SOLID WASTE FUND** | |
| **REVENUES** | |
| PROPERTY TAXES | $ - |
| INTERGOVERNMENTAL | - |
| CHARGES FOR SERVICES | - |
| INTEREST INCOME | 3,000 |
| OTHER REVENUE | - |
| **TOTAL REVENUES** | 3,000 |
| **EXPENDITURES** | |
| SALARIES | (9,000) |
| OPERATIONS | - |
| **TOTAL EXPENDITURES** | (9,000) |
| **Net Increase to Fund Balance** | $ 12,000 |

| | INCREASE (DECREASE) |
|---|---|
| **PUBLIC IMPROVEMENT FUND** | |
| **REVENUES** | |
| PROPERTY TAXES | $ - |
| INTERGOVERNMENTAL | $ - |
| CHARGES FOR SERVICES | - |
| INTEREST INCOME | 1,708 |
| TRANSFERS IN | 44,000 |
| **TOTAL REVENUES** | 45,708 |
| **EXPENDITURES** | |
| SALARIES | - |
| FRINGES | - |
| CAPITAL OUTLAY | 124,057 |
| **TOTAL EXPENDITURES** | 124,057 |
| **Net Increase to Fund Balance** | $ (78,349) |
| **CITY OWNED PROPERTY FUND** | |
| **REVENUES** | |
| INTEREST INCOME | $ - |
| SALE OF FIXED ASSETS | - |
| **TOTAL REVENUES** | - |
| **EXPENDITURES** | |
| CAPITAL OUTLAY | |
| TRANSFERS OUT | 44,000 |
| **TOTAL EXPENDITURES** | 44,000 |
| **Net Decrease to Fund Balance** | $ (44,000) |
| **MUNICIPAL COMPLEX CONSTRUCTION FUND** | |
| **REVENUES** | |
| INTEREST INCOME | $ - |
| **TOTAL REVENUES** | - |
| **EXPENDITURES** | |
| PROFESSIONAL SERVICES | 44,558 |
| **TOTAL EXPENDITURES** | 44,558 |
| **Net Decrease to Fund Balance** | $ (44,558) |
| **WATER AND SEWER FUND** | |
| **REVENUES** | |
| CHARGES FOR SERVICES | $ 13,000 |
| INTEREST EARNINGS | (3,422) |
| OTHER REVENUE | 12,500 |
| **TOTAL REVENUES** | 22,078 |
| **EXPENDITURES** | |
| SALARIES | (66,000) |
| OPERATIONS | 11,078 |
| **TOTAL EXPENDITURES** | (54,922) |
| **Net Decrease to Fund Balance** | $ 77,000 |

| MOTOR POOL INTERNAL SERVICE FUND | INCREASE (DECREASE) |
|---|---|
| **REVENUES** | |
| CHARGES TO OTHER FUNDS | $ - |
| **TOTAL REVENUES** | - |
| | |
| **EXPENDITURES** | |
| SALARIES | 3,000 |
| OPERATIONS | (3,000) |
| **TOTAL EXPENDITURES** | - |
| | |
| **Net Decrease to Fund Balance** | $ - |

:opy of a Resolution adopted by the City Council of the City of Oak Park at a regular Meeting held on this 15th day of February 2021.

T. Edwin Norris, City Clerk

**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN**

**AGENDA OF:** **February 15, 2021**

**SUBJECT:** Approval of Board of Review Compensation and additional meeting date

**DEPARTMENT:** **Finance/Assessing**

**SUMMARY:** The City Charter (Section 10.6) states that the rate of compensation for the Board of Review shall be established by City Council.

The City Charter (Section 10.7) states that the Board of Review shall meet on the second and fourth Monday in March for the purpose of hearing tax assessment appeals. The Assessing Department is requesting to schedule one additional date with the option to add additional dates if needed.

**FINANCIAL STATEMENT:**

**RECOMMENDED ACTION:**

City Council approves the rate of compensation for the Board of Review at $120.00 for a full day and $60.00 for a half day of service.

City Council approves holding the 2021 Board of Review meetings at City Hall on the following dates and times:

| | | |
|---|---|---|
| Monday | March 8, 2021 | 9:00 am to 1:00 pm & 3:00 pm to 7:00 pm |
| Tuesday | March 9, 2021 | 6:00 pm to 8:00 pm |
| Monday | March 22, 2021 | 9:00 am to 1:00 pm & 2:00 pm to 4:00 pm |

**APPROVALS:**

City Manager: *ET*

Department Director: *WCA*

Finance Director: *SC*

Budgeted: ☐

**EXHIBITS:** Memo from Finance Director

# CITY OF OAK PARK

*"The Family City"*

## INTER OFFICE MEMORANDUM

**TO:** Saundra Crawford, Finance Director

**DATE:** February 9, 2021

**FROM:** Aaron Powers, City Assessor

**SUBJECT:** 2021 March Board of Review Schedule

The City Charter states that the Board of Review shall meet the second and fourth Monday in March for the purpose of hearing assessment appeals (Section 10.7).

In past years, additional meeting dates have been required to hear appeals of those persons wishing to appeal their assessment(s). To preempt any scheduling problems, and to provide all persons aggrieved by their assessment the opportunity to appeal, I am requesting the City Council schedule one additional meeting date with the option to add additional dates if needed. If the City Council concurs, the 2021 March Board of Review will be in session as follows:

| | | |
|---|---|---|
| Monday | March 8, 2021 | 9:00 am to 1:00 pm & 3:00 pm to 7:00 pm |
| Tuesday | March 9, 2021 | 6:00 pm to 8:00 pm |
| Monday | March 22, 2021 | 9:00 am to 1:00 pm & 2:00 pm to 4:00 |

The City Charter (Section 10.6) states that the City Council shall set the compensation of the members of the Board of Review. The rate for last year was set at $120 for a full day of service and $60 for a half day of service. I recommend that the compensation for the Board of Review members remain at these rates.

**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN**

**AGENDA OF:** February 15, 2021

**SUBJECT:** Request to approve Poverty Exemption Policy and Guidelines in accordance with PA 253 of 2020

**DEPARTMENT:** Assessing

**SUMMARY:** In accordance with section 211.7u of the Michigan Compiled Laws, the City of Oak Park has offered a partial poverty exemption, through the Board of Review, to qualified homeowners. The City of Oak Park has historically averaged less than 20 applicants for this exemption per year.

On December 23, 2020, the Governor signed Public Act 253 which made additional changes to the poverty exemption section. The most significant of these changes was revising the guidelines in calculation of the reduction to the taxable value. If a person meets all eligibility requirements in statute, the Board of Review must grant a full exemption equal to a 100% reduction in taxable value OR a partial exemption equal to a 25% or 50% reduction in taxable value OR any other percentage reduction in taxable value approved by the STC.

Additionally, the State adopted an application for use in applying for a Poverty Exemption. Other changes exclude the Boards ability to deviate from the policy and guidelines for extraordinary circumstances. The City's previous policy also considered an applicant's state income tax refund under the Michigan Property Tax Credit (MI1040CR), in determining the amount of reduction in taxable value. This practice accounted for the fact that income tax refunds, especially for seniors, are adversely affected if property taxes are decreased. This is no longer allowed.

Upon review of past Board of Review actions reductions in taxable value have averaged close to 50% for qualifying applicants. The recommended policy adopts that stance. The accompanying policy, application and guidelines are in compliance with PA 253 of 2020.

**FINANCIAL STATEMENT:** N/A

**RECOMMENDED ACTION:** To approve the Poverty Exemption Policy and Guidelines for 2021 as attached

**APPROVALS:**

City Manager: *ET*

Department Director: *WCA*

Finance Director: *SC*

Legal: *ED*

Budgeted ☐

**EXHIBITS:** City of Oak Park Poverty Exemption Policy
City of Oak Park Application for Poverty Exemption
STC Form 5737
STC Form 4988

**Subject: POVERTY EXEMPTION GUIDELINES**

**DATE ADOPTED: FEBRUARY____, 2021** 

**PURPOSE:**

The purpose of this policy is to establish guidelines to be used by the Board of Review in determining whether a homeowner is eligible for a poverty exemption from property taxes.

**SCOPE:**

The poverty exemption policy applies to qualified low income individuals who own homesteads in the City of Oak Park. The policy limits the length of poverty exemptions to one year.

**POLICY:**

The Board of Review shall use the following guidelines to determine if a property owner qualifies for a poverty exemption from property taxes:

1. Exemptions will be granted to owners of homesteads only. Property must be granted at least a 50% homestead exemption from the State of Michigan.

2. Per, MCL 211.7u(3), the application for consideration must be received by the Assessor's Office at least one day prior to the last session of the Board of Review. The application can be made by mail, if received one day prior to the last session of the Board of Review.

3. All applicants must file a claim with the Board of Review on a form prescribed by the State Tax Commission. The application must be filled out in its entirety and all requested documentation must be attached. If an area does not apply to the applicant, "N/A" must be used. If the application is not complete or requested documentation is not included, the Board of Review will deny the exemption. All pages included with this application must be returned when the application is submitted for review.

4. Per MCL 211.7u(7), a person who files a claim for Poverty exemption IS NOT prohibited from also appealing the assessment on the property to the Board of Review in the same year.

5. The poverty threshold for eligibility for a poverty exemption is a figure which is equal to the Federal income standards established annually by the United States Office of Management and Budget for the previous calendar year. To be eligible for a poverty exemption from property taxes, the income of the property owner (household) must be <u>less than</u> the poverty threshold for the number of persons within the household.

6. All income and assets for persons in the household are reported in accordance with a form prescribed by the State Tax Commission.

a. Per MCL 211.7u(2)(b), federal and state income tax returns for all persons residing in the principal residence must be included with the application including any property tax credit returns. The tax returns may be from the current or preceding tax year. If any person in the household is not required to file federal or state tax returns, the included affidavit, form 4988, must be completed by each person that does not file taxes.

b. The most recent statement for all bank accounts, investments, IRAs, CDs, 401Ks, money market, annuities, etc. The statement submitted must be complete with no missing pages and submitted for all persons residing in the home.

c. Proof of income/assets from the Social Security Administration, Veterans Administration, Medicare, Medicaid, Bridge Card, and any College/University scholarships for all persons residing in the home.

d. The most recent mortgage statement of the primary residence under review, including any reverse mortgages.

e. If primary residence being sought for exemption was purchased within the past two years of this application, homeowner's closing statements must be submitted with application.

7. Maximum total allowed assets, including amounts in banking/investment accounts may not exceed the amount of the federal poverty guideline for the number of persons in the household. Maximum total allowed liquid assets, specifically amounts in banking/investment accounts may not exceed the amount of projected 2021 taxes PLUS 50% for the entire household. The Asset Level does not include the primary residence for which exemption is being sought. It does include, but is not limited to:

   a. A second home, additional land not associated with the primary residence, or other buildings other than the primary residence being sought for exemption.
   b. Vehicles and other recreational vehicles such as motor homes, campers, ATVs, boats, and motorcycles.
   c. Jewelry, antiques, artwork, equipment, and other personal property of value.
   d. Bank accounts, stocks, bonds, and investments. This also includes the money received from the sale of stocks, bonds, investments, cars, and houses unless a person is in the specific business of selling such property.
   e. Withdrawals of bank accounts and borrowed money.
   f. Gifts, loans, lump-sum inheritances, and one-time insurance payments.
   g. Food or housing received in lieu of wages and the value of food and fuel produced and

consumed on farms.

h. Federal non-cash benefits programs such as Medicare, Medicaid, food stamps, and school lunches.

i. The total interest income in all accounts (checking, savings, CDs, IRAs, 401Ks, money market, annuities, etc.)

j. The applicant shall not have ownership interest in any real estate other than the primary residence being considered for exemption.

8. Applicants that meet the income and asset qualifications will have the taxable value reduced by 50% for the current year.

9. Poverty exemptions shall be granted for one year only. The property owner must apply every year in order to receive an exemption.

# City of Oak Park Application for Poverty Exemption

## GUIDELINES AND INSTRUCTIONS FOR POVERTY EXEMPTION – 2021

- If granted an exemption, it is for the *current year only*. If your situation warrants an exemption in years following, a new application must be submitted for review. The Poverty exemption is meant to be a temporary form of assistance.
- Per, MCL 211.7u(3), the application for consideration must be received by the Assessor's Office at least one day prior to the last session of the Board of Review. *Board of Review dates are posted annually and may also be found at www.oakparkmi.gov or by calling (248) 691-7550*. This application can be made by mail, if received one day prior to the last session of the Board of Review.
- The application must be filled out in its entirety and all requested documentation must be attached. If an area does not apply to the applicant, "N/A" must be used. If the application is not complete or requested documentation is not included, the Board of Review will deny the exemption. All pages included with this application must be returned when the application is submitted for review.
- Per MCL 211.7u(7), a person who files a claim for Poverty exemption IS NOT prohibited from also appealing the assessment on the property to the Board of Review in the same year.

## Required Documentation to be Attached to Poverty Exemption Application

- Per MCL 211.7u(2)(b), federal and state income tax returns for all persons residing in the principal residence must be included with the application including any property tax credit returns. The tax returns may be from the current or preceding tax year. If any person in the household is not required to file federal or state tax returns, the included affidavit, form 4988, must be completed by each person that does not file taxes.
- The most recent statement for all bank accounts, investments, IRAs, CDs, 401Ks, money market, annuities, etc. The statement submitted must be complete with no missing pages and submitted for all persons residing in the home.
- Proof of income/assets from the Social Security Administration, Veterans Administration, Medicare, Medicaid, Bridge Card, and any College/University scholarships for all persons residing in the home.
- The most recent mortgage statement of the primary residence under review, including any reverse mortgages.
- If primary residence being sought for exemption was purchased within the past two years of this application, homeowner's closing statements must be submitted with application.

## Common Reasons for Denial of Poverty Exemption Application

Below are common reasons (but not an exhaustive list) of why a claim for Poverty Exemption is denied:

- Failure to fill out all areas of the application, including "N/A" in areas not applicable to the applicant or signing the application.
- Failure to include State and Federal Income taxes or property tax credit returns for current or one preceding year for all persons residing in the home. ***Please note that the property tax credit returns are required to be filed with this application. Property tax credit returns (such as Michigan 1040CR) can still be filed with the State of Michigan even if the applicant does not file income taxes.***
- Failure to include complete banking/investment account and mortgage statements for all persons residing in the home. All pages must be submitted.

## INCOME GUIDELINES FOR POVERTY EXEMPTION

*This amount published annually by the US Dept. of Health and Human Services*

| Number in Family | Income |
|---|---|
| 1 member | $ 12,760 |
| 2 members | $ 17,240 |
| 3 members | $ 21,720 |
| 4 members | $ 26,200 |
| 5 members | $ 30,680 |
| 6 members | $ 35,160 |
| 7 members | $ 39,640 |
| 8 members | $ 44,120 |
| For each additional person | $ 4,480 |

**According to the US Census Bureau, "income" includes:**

- Money, wages, and salaries before any deductions
- Net receipts from non-farm self-employment. (These are receipts from a person's own business, professional enterprise, or partnership, after deductions for business expenses.)
- Net receipts from farm self-employment. (The same provisions as above for self-employment.)
- Regular payments from social security, railroad retirement, unemployment, worker's compensation, veteran's payments and public assistance.
- Alimony, child support, and military family allotments.
- Private pensions, governmental pensions, and regular insurance or annuity payments.
- College or university scholarships, grants, fellowships, and assistantships.
- Dividends, interest, net rental income, net royalties, periodic receipts from estates or trusts, and net gambling or lottery winnings.

## ASSET LEVEL GUIDELINES FOR POVERTY EXEMPTION

*The Asset Level does not include the primary residence for which exemption is being sought. It does include, but is not limited to:*

- A second home, additional land not associated with the primary residence, or other buildings other than the primary residence being sought for exemption.
- Vehicles and other recreational vehicles such as motor homes, campers, ATVs, boats, and motorcycles.
- Jewelry, antiques, artwork, equipment, and other personal property of value.
- Bank accounts, stocks, bonds, and investments. This also includes the money received from the sale of stocks, bonds, investments, cars, and houses unless a person is in the specific business of selling such property.
- Withdrawals of bank accounts and borrowed money.
- Gifts, loans, lump-sum inheritances, and one-time insurance payments.
- Food or housing received in lieu of wages and the value of food and fuel produced and consumed on farms.
- Federal non-cash benefits programs such as Medicare, Medicaid, food stamps, and school lunches.
- The total interest income in all accounts (checking, savings, CDs, IRAs, 401Ks, money market, annuities, etc.)
- The applicant shall not have ownership interest in any real estate other than the primary residence being considered for exemption.

Maximum total allowed liquid assets, specifically amounts in banking/investment accounts may not exceed the amount of projected 2021 taxes PLUS 50% for the entire household. Other assets may not exceed the qualifying amount for poverty exemption. See above for what is considered an asset.

# Poverty Exemption Worksheet

## Copy Provided to Applicant After Board of Review Meeting

**Parcel Number: _____** **Year:_____**

**Property Address:_____ Applicant's Name:_____**

***For Board of Review Use Only - Do Not Write Below This Line***

***Staff - Initial next to all requirements as it relates to the application/applicant.***

| | | |
|---|---|---|
| Does the applicant appear as taxpayer of record of property in question? | Yes _____ | No _____ |
| If not, has documentation proving ownership been provided? | Yes _____ | No _____ |
| Are all areas on the application complete with either an answer or "N/A"? | Yes _____ | No _____ |
| Are all pages of the guidelines/application included with the applicants submission? | Yes _____ | No _____ |
| Does the applicant reside at the property in question? | Yes _____ | No _____ |
| Are copies of the Federal and State income tax returns and property tax credits forms for the current of preceding year attached for all persons residing in the household? | Yes _____ | No _____ |
| If not, is the affidavit stating the person is not required to file income taxes completed? | Yes _____ | No _____ |
| If home was purchased within in past 2 years of date of this application, is closing statements provided? | Yes _____ | No _____ |
| Is a copy of the most current mortgage statement, including a reverse mortgage if applicable, attached? | Yes _____ | No _____ |
| Are copies of the most recent bank/investment statements for all residing in the household attached with all pages included? | Yes _____ | No _____ |

| | | | |
|---|---|---|---|
| a. | **Taxable value on roll** | $ _____ | |
| b. | **Number of people in household** | _____ | |
| c. | **Total household income from information provided** | $ _____ | |
| d. | **Income limit based on number of people in household as established by guidelines** | $ _____ | |
| e. | **Total assets of household** | $ _____ | |
| f. | **Does applicant meet all asset and income guidelines as established?** | ☐ YES ☐ NO | If no, reason must be provided by the Board of Review below. |
| g. | **If yes, multiply line "a" by 50% (0.50)** | $ _____ | |

_____ Appeal Denied _____ Reduction Granted

**Taxable Value**

As on Roll $ _____

Revised $ _____

____ 1. Does not qualify based on guidelines
____ 2. Application not complete, missing information
____ 3. Did not furnish proper documentation
____ 4. Other: _____

_____

Initials of Board Members: Date: _____

# CITY OF OAK PARK

**COMMUNICATIONS AND PUBLIC INFORMATION**

**Joscelyn A. Davis, Director**



**Mayor**
Marian McClellan
**Mayor Pro Tem**
Carolyn Burns
**Council Members**
Solomon Radner
Julie Edgar
Shaun Whitehead
**City Manager**
Erik Tungate


## Meeting of the Oak Park City Council
## City Manager's Report
## February 15, 2021

## COMMUNITY ANNOUNCEMENTS

1. **Forgotten Harvest** | Wednesdays, 9 a.m. – Noon | Recreation Parking lot
   - FH offers drive-through food pantries every Wednesday from 9 a.m. until noon (or while supplies last). Please note: harsh weather or low temperatures can prevent weekly events. On questionable days, please check the City's Facebook page or call Recreation at (248) 691-7555.
2. **Ask the Attorney** | Mar. 3rd, 6–8 p.m.
   - Oak Park Library will host special guest Library board member and attorney Al Elvin
   - Registration required. Limited space. Call (248) 691-7480. See Library webpage.
3. **Library Hours** | Mon., Weds., & Fri., 10 a.m.–5 p.m.; Tues. & Thurs., Noon–8 p.m.
4. **Black History Month Program** (February)
   - Watch for the Oak Park Library's "Did You Know" educational moments in honor of Black History Month each day in February on the Library's webpage and FB page.
5. **Reminder: Blip is coming to the Oak Park Library!** | Feb. 15th debut
   - From creator Jeff Jantz, Blip (the puppet) is a curious space alien coming to the Oak Park Library to explore Earth's art, culture, and people (and to help our residents navigate the Library). Videos debut on Library's webpage and FB page on Feb. 15th.
6. **Recreation activities for February 2021** (Note: Programs subject to rescheduling or cancellation) Learn more/register by calling the Rec Dept. at (248) 691-7555
   - **For outdoor events, such as drive-in bingo, please check Facebook or call on the day of the event for possible cancellations due to harsh weather or frigid temperatures.**
   - **Virtual Pet Contest – People's Choice** | Feb. 15th
     - On February 15th, submit photos on dedicated Recreation Facebook post! Most "likes" win. Winners determined by Feb. 17th. Prizes Vary.
   - **Virtual Trivia Night** | $5/team/night | Zoom w/registration | Prizes: gift cards/Tees
     - Twilight – Feb. 18th, 7 p.m.
     - Harry Potter (Family Trivia Night) – Feb. 25th, 6:30 p.m.
   - **Fantasy Basketball (virtual)** | $5 entry fee | Week Two: Feb. 15th–22nd
   - **Adult NBA 2k21 Leagues** | $20 | 4 wks./playoffs | Feb. 15–Mar. 8th

- **Adult Madden NFL 21 League** | $20 | 4 wks./playoffs | Feb. 15–Mar. 8th

- **SENIORS**
  - **Senior (Drive-In) Bingo** | Feb. 22nd, 11:30 a.m.-12:30 p.m. | Free | Rec Lot
  - **Train Your Brain: Brain Booster Activity Packets** | Call/reserve through Mar. 10th | sponsored in part by Humana, Inc.
  - **Matter of Balance workshops** | sponsored by National Kidney Foundation
  - **Diabetes: A Personal Path Toward Health** (Prevention Program) | Free | Begins: Feb. 24th (16 weeks) | Presented by Beaumont
  - **SMART Transportation for ages 50+/disabled |** new hours: 8:30 a.m.–4 p.m.
  - **Reassurance Calls & Check In-Ins** | Contact Maralee with best phone number
- **YOUTH**
  - **Teen Council** | last Monday/monthly (Zoom) | Next: Feb. 22nd, 4 p.m.
  - **Virtual Arts & Crafts** | ages 6-12 | Intro Painting | $10 | Feb. 23rd, 5 p.m.
  - **Rocket League Solos**| ages 10-17 | $10 | 8 wks./playoffs | Feb. 15th–Apr. 14th | 2 games/week (Mon. & Weds.)
  - **Youth NBA 2k21 League** | ages 13-17 | $20 | 4 wks./playoffs | Feb. 15th–Mar. 8th
  - **Youth Madden NFL 21 League** | ages 13-17 | $20 | 4 wks./playoffs | Feb. 15th–Mar. 8th

7. **Other Opportunities to learn about Recreation events:**
   - **"Senior Scoop" Newsletter | Monthly/3rd Weds. | Free pickup from Rec mailbox** Focuses on news and activities for senior residents
   - **"The Rec" Newsletter | Monthly/3rd Weds. | Free pickup or email** Highlights youth, teen, and family programs
8. **Reminder: Oak Park Municipal Complex closed to the public through March 1st.**
   - **Residents can still conduct business with the City in real time,** e.g., pay utility and tax bills by mail, using the dropbox outside City Hall, or through the City website. Oak Park does not charge online fees for payments directly linked to bank account.
9. **Reminder: Snow Removal** | Code of Ordinance: Chapter 66, Sections 166-167
   - Snow emergencies: Called when four+ inches of snow falls or other hazardous conditions necessitate; No parking permitted on City streets until lifted; See "Snow Emergencies" under DPW on website for public parking map or call (248) 691-7497.
   - Notifications: City's website; City's Facebook page; Comcast (OPTV 15 and 16); TV (NBC, ABC, CBS, Fox2); Radio (WWJ, WJR); Community eBlast; Robocalls, Robotexts
   - Go to www.OakParkMI.gov "Stay Informed" on the main page to sign up.