



PLYMOUTH CITY COMMISSION REGULAR MEETING AGENDA

201 S. Main St

Monday, April 18, 2016 - 7:00 p.m.



201 S. MAIN ST., PLYMOUTH, MI 48170

Ph (734) 453-1234 Fax (734) 455-1892

<http://www.ci.plymouth.mi.us>

- 1) **CALL TO ORDER**
 - a) Pledge of Allegiance
 - b) Roll Call
- 2) **CITIZENS COMMENTS**
- 3) **APPROVAL OF THE AGENDA**
- 4) **ENACTMENT OF THE CONSENT AGENDA**
 - a) Approval of March 3, 2016 City Boards & Commissions Training Minutes
 - b) Approval of April 4, 2016 City Commission Regular Meeting Minutes
 - c) Approval of April 11, 2016 Budget Session Meeting Minutes
 - d) Approval of March, 2016 Bills
 - e) Special Event: Friday Night Music in the Air, May 27-September 2
 - f) Special Event: Wednesday Night Workouts, June 1-August 31
 - g) Special Event: An American Salute Patriotic Concert, June 25
- 5) **COMMISSION COMMENTS**
- 6) **OLD BUSINESS**
- 7) **NEW BUSINESS**
 - a) Intergovernmental Agreement with Oakland County
 - b) Recognized Non-Profit Organization - United for Gold
- 8) **REPORTS AND CORRESPONDENCE**
- 9) **ADJOURNMENT**

Citizen Comments - This section of the agenda allows up to 3 minutes to present information or raise issues regarding items not on the agenda. Upon arising to address the Commission, speakers should first identify themselves by clearly stating their name and address. Comments must be limited to the subject of the item.

Persons with disabilities needing assistance with this should contact the City Clerk's office at 734-453-1234 Mon-Fri from 8:00am -4:30pm, at least 24 hours prior to the meeting. An attempt will be made to make reasonable accommodations.

Consent Agenda- The items on the Consent Agenda will be approved by one motion as Agenda Item #4. There will be no separate discussion of these items unless a Commissioner or Citizen so requests, in which case that item will then be placed on the regular agenda.

City of Plymouth 2016 Goals

- Resolve Last Issues Regarding Dissolution of Plymouth Community Fire Department Agreement (Primarily Pension issues) **Champions: Dalton, Dwyer, Valenti**
- Work Collaboratively with Plymouth Arts & Recreation Complex (PARC) organization, the Plymouth Canton School Board, and the greater Plymouth Community to continue the repurposing of Central Middle School into a high quality Arts & Recreation Complex.
Champions: Dalton, Deal, Dwyer
- Developing a succession plan for the city's key employees, especially considering the long tenures of many of our senior staff. **Champions: Deal, Pobur, Valenti**
- Develop funding plan for future capital improvements **Champions: Pobur, Wolcott, Wright**
- Work collaboratively with the DDA, community leaders, and other organizations to plan for Plymouth's 150th Birthday in 2017. This includes obtaining funding for new Kellogg Park Fountain and Kellogg Park upgrades. **Champions: Deal, Wolcott, Wright**

CITY OF PLYMOUTH

CITY BOARDS AND COMMISSIONS TRAINING MINUTES

THURSDAY, MARCH 3, 2016, 6:30 p.m.

Plymouth Cultural Center
525 Farmer Street
Plymouth, MI 48170

PRESENT: Mayor Pro-tem Oliver Wolcott, City Manager Paul Sincock
City Attorney Robert Marzano, various City Department Heads,
Also present were some members of the following Boards and
Commissions:

Cemetery Board of Trustees
Downtown Development Authority
Economic Development Corporation/Brownfield Redevelopment
Authority
Historic District Commission
Planning Commission
Zoning Board of Appeals

Mayor Pro-tem Oliver Wolcott opened the training session and thanked everyone for attending. Mayor Dan Dwyer could not attend but thanked the members for their commitment and valued service to the City of Plymouth. He stated that the training session was requested by the City Commission, as well as the City's liability insurance carrier. The training will be a review of the required operations of various Boards and Commissions and will provide a brief overview of the various laws and regulations that affect Boards and Commission members. Mayor Pro-tem Wolcott turned the training session over to the City Attorney Robert Marzano.

City Attorney Robert Marzano provided an overview of the presentation concerning:

ETHICS
LIABILITY AND INDEMNITY
PRESS AND MEDIA RELATIONS
FREEDOM OF INFORMATION ACT AND OPEN MEETINGS ACT
BOUNDARIES

City Attorney Robert Marzano explained that the members do have a role as a commission member/board member. They are required to comply with all local, state, and federal laws. When they have a decision to make they should ask themselves – is it

right for the Community, is it right for the City, is it ethical and legal, is it consistent with our values and policies, is it something for which I am willing to be accountable? He spoke about "conflict of interest issues" as well.

Liability and Idemnity issues concerning potential legal liability as a commission member/board members. When will the City of Plymouth indemnify them for their actions and when the City of Plymouth will not indemnify them for their actions. Knowledge of potential claims or lawsuits and with press and media relations, always remember what their role is with the City of Plymouth.

Press and Media Relations inquiries should be handled through the City Manager.

Attorney Marzano spoke about the "Freedom of Information Act & Open Meetings Act" and such items as written documents for requests, emails (business and personal) and that this act applies to all public bodies. A meeting is the convening of a public body at which a quorum is present for the purpose of deliberating toward or rendering a decision on a public policy. He spoke about public notices posted for public meetings, minutes and closed session meetings and how they should be handled.

Attorney Marzano spoke about "Boundaries" for Boards and Commissions as well as City Commission boundaries, and what to do when they have a question.

Attorney Marzano stated that in the training manual there was also included a list of Boards and Commission Members, as well as a copy of the City Charter. If there are any questions whatsoever, they need to direct them to the City Manager's office at any time.

ADJOURNMENT OF TRAINING SESSION:

City Attorney Robert Marzano and City Manager Paul Sincock adjourned the Training Session for the Boards and Commission Members at 7:50 p.m.

OLIVER WOLCOTT
MAYOR PRO-TEM

LINDA LANGMESSER
CITY CLERK

CITY OF PLYMOUTH
CITY COMMISSION MEETING MINUTES

MONDAY, APRIL 4, 2016, 7:00 p.m.

CITY HALL
201 S. Main Street
Plymouth, MI 48170

CALL TO ORDER:

PRESENT: Mayor Daniel Dwyer, Mayor Pro-Tem Oliver Wolcott; Commissioners Colleen Pobur, Mike Wright, Daniel Dalton, Suzie Deal, Joe Valenti

ABSENT: None

CITIZEN COMMENTS:

Carol Ann Fausone who works with Congressman Trott's office, was present to speak about the work he is doing with the Veterans in his district. She indicated that he is presenting pins and proclamations from the President to all Vietnam Veterans and if the City Commission is aware of anyone to please let her know. She will plan on coming back again to report some of the issues Congressman Trott is working on for his districts.

Mayor Daniel Dwyer indicated that Commissioner Mike Wright would be a good candidate for this program and the Commission would let her know if there are anymore individuals in the community they could recommend.

Don Sonen, 4604 Ann Arbor Trail, Plymouth Township, reported on the activities of the PARG. He stated the success of this project is because of all the support he has gotten from the City of Plymouth and for that he is very grateful. He also spoke about all the help he has gotten from Mark and Patty Malcolm and they are always over there providing help. He sated after 9 months and 28 of the 58 classrooms being occupied, they now have 75% of the building active with long term tenants. He stated the facility has gone through some renovations and Old Village Landscapers has donated landscaping for the PARG. He is very pleased with how things are going and people that use the facility seem to be very happy with what they experience. He spoke about adding senior programs in the near future but expect to have some challenges.

Mayor Daniel Dwyer thanked Don and congratulated him for his hard work and the great programs he has brought into the community that are a real benefit. He stated he and the Commission hope the PARG continues to thrive and do well.

APPROVAL OF THE AGENDA:

3. A motion was made by Commissioner Colleen Pobur and seconded by Commissioner Mike Wright for approval of the Agenda for Monday, April 4, 2016.

MOTION PASSED

ENACTMENT OF THE CONSENT AGENDA:

- 4a. Approval of March 21, 2016 City Commission Regular Meeting Minutes
- 4b. Special Event: National Day of Prayer, May 5, 2016
- 4c. Special Event: sun & Snow Kick Butt Event, May 22, 2016
- 4d. Special Event: Art in the Park, July 8-10, 2016

A motion was made by Mayor Pro-tem Oliver Wolcott and seconded by Commissioner Colleen Pobur for approval of the Consent Agenda for April 4, 2016.

MOTION PASSED

COMMISSION COMMENTS: None

OLD BUSINESS:

6a. Removal of Redundant DTE Street Lights –

RES. #2016-30

WHEREAS, The City of Plymouth has public street lighting for the safety and welfare for the residents and visitors to the City; and

WHEREAS, Recently, the City replaced the old and worn decorative street light heads along Starkweather Street with new LED energy saving light fixtures; and

WHEREAS, The new energy saving light fixtures improved the street lighting along this street enough to allow the City to contract to remove the now redundant overhead street lights owned and maintained by DTE Energy.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize a contract between the City and DTE Energy to

remove 28 overhead street lights, sixteen light poles and the associated wire for this project. The cost of \$15,128 for this removal project is authorized from the Public Improvement Fund.

A motion was made by Commissioner Colleen Pobur and seconded by Commissioner Mike Wright for approval of the resolution.

MOTION PASSED

6b. Starkweather School Planned United Development Ordinance – 2nd Reading -

RES. #2016-31

WHEREAS, The City Commission of the City of Plymouth has had a First and Second Reading of the proposed PUD located at 550 N. Holbrook; and

WHEREAS, The City Commission is aware that the City of Plymouth Planning Commission has granted preliminary and final PUD approval to Curtis Building-Plymouth, LLC for the Starkweather School PUD which would require a rezoning from RT-1 (Two Family Residential), O-1 (Office) and O-2 (Office) to PUD; and

WHEREAS, The PUD Plan as approved meets the requirements for rezoning including the provisions of a public benefit as satisfied by the preservation and refurbishment of the nearly 90 year old Starkweather School into up to 24 apartments.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby accept the proposed amendment, to PUD, to the Zoning Ordinance via the amended Zoning Maps of the City of Plymouth for the parcel located at 550 N. Holbrook currently zoning RT-1, O-1 and O-2 to PUD in the zoning maps of the City of Plymouth.

A motion was made by Mayor Pro-tem Oliver Wolcott and seconded by Commissioner Daniel Dalton for approval of the resolution.

MOTION PASSED

NEW BUSINESS:

7a. Starkweather School PUD Agreement –

RES. #2016-32

WHEREAS, The City of Plymouth City Commission has held a first reading and second reading and public hearing for the Starkweather School PUD Plan and the resulting zoning ordinance change as recommended by the City of Plymouth Planning Commission; and

WHEREAS, The City of Plymouth City Commission has approved the Starkweather Station PUD plan as recommended by the City of Plymouth Planning Commission after the first reading, public hearing and second reading; and

WHEREAS, The City of Plymouth City Commission is required, as part of the PUD process, to review and approve a PUD Agreement for any PUD to move forward; and

WHEREAS, The City of Plymouth Administration, City Planner, and City Attorney have reviewed and approved the attached PUD Agreement for the Starkweather School PUD.

NOW THEREFORE BE IT RESOLVED that the City of Plymouth City Commission have reviewed and do approve the attached PUD Agreement as recommended by the City Administration and reviewed and approved by the City Attorney and City Planner.

NOW BE IT FURTHER RESOLVED that the City of Plymouth City Commission authorizes and directs the City Clerk and the Mayor to sign the attached PUD Agreement for Starkweather School as presented and approved.

A motion was made by Commissioner Mike Wright and seconded by Commissioner Colleen Pobur for approval of the resolution.

MOTION PASSED

7b. Road Salt Bids for Winter 2016-2017 -

RES. #2016-33

WHEREAS, The City of Plymouth operates a road system and the winter months require that the City take certain snow and ice control measures to insure the public safety; and

WHEREAS, The City of Plymouth uses a significant amount of Road Salt to keep the City's Roads passable during the winter months; and

WHEREAS, The City may choose to participate in the State of Michigan group purchasing plan known as the MIDEAL for the purchase of Road Salt.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize the City Administration to enter into an agreement with the State of Michigan for the purchase of Road Salt through the MIDEAL Extended Purchasing Plan for the 2016 – 2017 Winter Season. The City shall contract for 1,500 tons of road salt and comply with the terms of the MIDEAL contract when it is awarded.

A motion was made by Mayor Pro-tem Oliver Wolcott and seconded by Commissioner Daniel Dalton for approval of the resolution.

MOTION PASSED

7c. Presentation of the 2016-2017 Budget -

City Manager Paul Sincock spoke about this year's budgets sessions that are scheduled: 4-11 (6:00pm), 4-14 (5:00pm), 4-25 (6:00pm) and if there is an extra session it will be on 4-28 (6:00pm). He stated that the financial of the City remains stable and hold a Standard and Poor's Bonding Rating of AA with a Stable Outlook. The Administration continues to be extremely cautious about the future. There is a much leaner organization than 15 years ago and while it has reduced overhead costs, it has put greater stresses on employees as they do multiple jobs. The City continues to hope that the current employees remain healthy and continue to do what is necessary for the organization. He spoke about maintaining service levels, higher costs for vendor services and former old retirement defined benefit plan. He spoke about street paving infrastructure improvements, extensive work in Downtown Area, a Headlee Tax Rollback and operating millage being rolled back .038 mills as a part of the new budget. He commended Mark Christiansen and his team for their hard work and the incredible group of Department Heads and their staff who worked together to meet the goals for maintaining services through an extremely difficult budget season.

The Mayor thanked the Finance Director and his staff for all their hard work putting the budget together.

REPORTS AND CORRESPONDENCE:

8. Mayor Dan Dwyer asked each Commissioner that has been assigned to a particular goal to provide their report by the end of the month to discuss in May. He stated if they get these reports to him he will compile into one document.

Commissioner Colleen Pobur spoke about the LLRC meeting held prior to the Commission Meeting that took about two hours. She stated it was very productive and they plan on have another meeting on the 11th of April.

ADJOURNMENT:

9. Hearing no further business, a motion was made by Mayor Pro-tem Oliver Wolcott and seconded by Commissioner Daniel Dalton for adjournment of the meeting at 7:28pm.

MOTION PASSED

DANIEL DWYER
MAYOR

LINDA LANGMESSER
CITY CLERK

CITY COMMISSION
BUDGET SESSION MEETING MINUTES
MONDAY, APRIL 11, 2016, 6:00 p.m.

CITY HALL
201 S. Main Street
Plymouth, MI 48170

CALL TO ORDER:

A budget session of the Plymouth City Commission was held on Monday, April 11, 2016 at City Hall, 201 S. Main St., Plymouth, Mi 48170. This meeting was called to order at 6:00 p.m. by Mayor Daniel Dwyer.

PRESENT: Mayor Daniel Dwyer, Mayor Pro-tem Oliver Wolcott, Commissioners Mike Wright, Colleen Pobur, Daniel Dalton, Suzie Deal, Joe Valenti

ABSENT: None

Also present was City Manager Paul Sincock, Finance Director Mark Christiansen and various Department Heads.

City Manager Paul Sincock opened the Budget Session by providing an overview and speaking about his budget message. He spoke about cost cutting making employees the champions of the City success, the proposed new hire for a Deputy Finance Director. He stated the Plymouth Culture and government is a "team sport", partnerships are critical to the success of the organization. Other than Legacy Costs the operations budget is stable, tax cut, water rates up 1.55%, Trash Rates are Stable and training and opportunity for employees critical to succession planning.

Finance Director Mark Christiansen discussed the General Fund Expense Summary sheet provided to everyone present. He spoke about Revenues, and Budget Issues such as continuing Revenue Shortfalls, Capital Outlay Replacements, Legacy Costs and Debt Balances. He spoke about the reduction of State Revenue Sharing and a Long-Range Deficit Elimination Plan.

There was much discussion concerning the Administrative Fee that the prior Commission decided not to implement because of lack of votes on the City Commission. The next Budget Session on April 14th the Commission has asked to revisit this subject and have a discussion about possible implementation.

Mayor Daniel Dwyer and the City Commission thanked Finance Director Mark Christiansen and City Manager Paul Sincock for a good first session and helpful information.

ADJOURNMENT:

Hearing no further business, the meeting was adjourned at 8:07 p.m.

DANIEL DWYER
MAYOR

LINDA LANGMESSER
CITY CLERK

City of Plymouth SPECIAL EVENT APPLICATION

>> FEES WILL BE CHARGED FOR ALL SPECIAL EVENTS <<

Complete this application in accordance with the City of Plymouth Special Events Policy, and return it to the City Manager's Office at least 21 Calendar days prior to the starting date of the event.

Sponsoring Organization's Legal Name <u>City of Plymouth Downtown Development Authority</u>			
Ph# <u>455-1453</u>	Fax# <u>459-5792</u>	Email <u>tbruscato@ci.plymouth.mi.us</u>	Website <u>downtownplymouth.org</u>
Address <u>831 Penniman</u>		City <u>Plymouth</u>	State <u>MI</u> Zip <u>48170</u>
Sponsoring Organization's Agent's Name <u>Tony Bruscato</u>			
Ph# <u>455-1453</u>	Fax# <u>459-5792</u>	Email <u>tbruscato@ci.plymouth.mi.us</u>	Cell# <u>(734) 751-1367</u>
Address <u>831 Penniman</u>		City <u>Plymouth</u>	State <u>MI</u> Zip <u>48170</u>

Event Name Friday Night "Music in the Air" Concert Series

Event Purpose To draw residents and visitors alike to Downtown Plymouth, through the power of music

Event Date(s) May 27; June 3, 10, 17, 24; July 1, 15, 22, 29; August 5, 12, 19, 26; September 2

Event Times 7:00pm - 10:00pm

Event Location Kellogg Park

What Kind Of Activities? Live Concerts

What is the Highest Number of People You Expect in Attendance at Any One Time? ≈ 4000 - 5000

Coordinating With Another Event? YES NO If Yes, Event Name: _____

Event Details: (Provide a detailed description of all activities that will take place. Attach additional sheets if necessary.)

Live, free music from a variety of entertainers.

Our major sponsor, Blue Cross Blue Shield of Michigan, will have a tent at some concerts, from which they will pass out materials and possibly host family-friendly activities.

Local sponsors may also set up booths to distribute information, marketing materials, and giveaways.

Two restaurant vendors and two non-profit organizations will sell food in the park. Permits will be required.

1. **TYPE OF EVENT:** Based on Policy 12.2, this event is: *(Weddings Ceremonies – Please Review Section 12.2 f.)*

City Operated Co-sponsored Event Other Non-Profit Other For-Profit Political or Ballot Issue

2. **ANNUAL EVENT:** Is this event expected to occur next year? YES NO

If Yes, you can reserve a date for next year with this application (see Policy 12.15). To reserve dates for next year, please provide the following information:

Normal Event Schedule (e.g., third weekend in July): *all Fridays 5m in 2017, from Memorial Day Weekend to Labor Day, excepting the weekend of Art-in-the-Park*

Next year's specific dates: _____

See section 12.13 for license & insurance requirements for vendors

3. **FOOD VENDORS/ CONCESSIONS?** YES NO **OTHER VENDORS?** YES NO

4. **DO YOU PLAN TO HAVE ALCOHOL SERVED AT THIS EVENT?** YES NO

5. **WILL ALCOHOL BE SERVED ON PRIVATE PROPERTY AS PART OF THIS EVENT?** YES NO

6. **WILL YOU NEED ELECTRICITY AND/OR WATER?** Electricity YES NO

CITY SERVICES REQUIRED? If needed, please attach a letter indicating all requests for City Services. (see Attachment B)

DMS - setting up and breaking down the Bandshell, closing the section of Penniman behind the Bandshell, and removing trash.

Please, and many thanks in advance!

7. **AN EVENT MAP** IS IS NOT attached. If your event will use streets and/or sidewalks (for a parade, run, etc.), or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. Also show any streets or parking lots that you are requesting to be blocked off.

8. **EVENT SIGNS:** Will this event include the use of signs? YES NO

If Yes, refer to Policy 12.8 for requirements, and describe the size and location of your proposed signs: **Please complete a sign illustration / description sheet and include with the application.**

Signs or banners approved by the City of Plymouth for Special Events shall be designed and made in an artistic and workman like manner. THE CITY MANAGER MUST APPROVE ALL SIGNS. SIGNS CANNOT BE ERECTED UNTIL APPROVAL IS GIVEN.

Signs and/or Banners may be used during the event only. Please refer to Special Event Policy for information related to the installation of banners on Downtown Street Light Poles in advance of event. NO SIGNS ARE ALLOWED IN THE PARK IN ADVANCE OF THE EVENT.

9. **UNLIMITED PARKING:** Are you requesting the removal of time limits on parking (see Policy 12.5)?

YES NO

If Yes, list the lots or locations where/why this is requested:

The section of Penniman in front of the Gathering, in order to accommodate the Bandshell.

10. **CERTIFICATION AND SIGNATURE:** I understand and agree on behalf of the sponsoring organization that
- a. A Certificate of Insurance must be provided which names the City of Plymouth as an additional named insured party on the policy. (See Policy 12.10 for insurance requirements)
 - b. Event sponsors and participants will be required to sign Indemnification Agreement forms (refer to Policy 12.12).
 - c. All food vendors must be approved by the Wayne County Health Department, and each food and/or other vendor must provide the City with a Certificate of Insurance which names the City of Plymouth as an additional named insured party on the policy. (See Policy 12.13)
 - d. The approval of this Special Event may include additional requirements and/or limitations, based on the City's review of this application, in accordance with the City's Special Event Policy. The event will be operated in conformance with the Written Confirmation of Approval. (see Policy 12.11 and 12.16)
 - e. The sponsoring organization will provide a security deposit for the estimated fees as may be required by the City, and will promptly pay any billing for City services which may be rendered, pursuant to Policy 12.3 and 12.4.

As the duly authorized agent of the sponsoring organization, I hereby apply for approval of this Special Event, affirm the above understandings, and agree that my sponsoring organization will comply with City's Special Event Policy, the terms of the Written Confirmation of Approval, and all other City requirements, ordinance and other laws which apply to this Special Event.

Date

Signature of Sponsoring Organization's Agent

RETURN THIS APPLICATION at least twenty (21) days prior to the first day of the event to:

**City Manager's Office
City Hall
201 S. Main Street
Plymouth MI 48170**

Phone: (734) 453-1234 ext. 203

EVENT REVIEW

EVENT NAME: MUSIC IN THE AIR

(note: all fees are only initial estimates and can increase upon assessment of services after the close of the event).

MUNICIPAL SERVICES:	Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/> (list reason for denial)	Initial <u>CP</u>
\$250 Bathroom Cleaning Fee Per Day of Event?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	
Regular Time Costs: \$	Overtime Costs: \$	Equipment & Materials Costs: \$	
<u>1-2 FTE PER CONCERT @ \$11/HR * 305-610 TRUCK * 75</u>			

POLICE:	Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/> (list reason for denial)	Initial <u>ACC</u>
Regular Time Costs: \$	Overtime Costs: \$	Equipment & Materials Costs: \$	
<u>1 OFFICER @ 4 HRS X 14 DATES + AN ADDITIONAL OFFICER @ 4 HRS FOR 2 DATES</u>			

FIRE:	Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/> (list reason for denial)	Initial <u>GC</u>
Regular Time Costs: \$	Overtime Costs: \$	Equipment & Materials Costs: \$	
<u>3400 4 Firefighters 4hrs Each Event \$240.00 Per Event</u>			

HVA:	Approved <input type="checkbox"/>	Denied <input type="checkbox"/> (list reason for denial)	Initial
Regular Time Costs: \$	Overtime Costs: \$	Equipment & Materials Costs: \$	

DDA:	Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/> (list reason for denial)	Initial <u>TB</u>
Regular Time Costs: \$	Overtime Costs: \$	Equipment & Materials Costs: \$	

RISK MANAGEMENT:	Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/> (list reason for denial)	Initial <u>MB</u>
Class I – Low Hazard <input checked="" type="checkbox"/>	CERTIFICATE OF INSURANCE NEEDED PRIOR TO EVENT Naming City of Plymouth as 'Additional Insured'		
Class II – Moderate Hazard <input type="checkbox"/>			
Class III – High Hazard <input type="checkbox"/>			
Class IV – Severe Hazard <input type="checkbox"/>			

APPROVED: _____ NOT APPROVED: _____ DATE: _____

SITE FEE APPLIED TO ALL EVENTS

City of Plymouth SPECIAL EVENT APPLICATION

>> FEES WILL BE CHARGED FOR ALL SPECIAL EVENTS <<

Complete this application in accordance with the City of Plymouth Special Events Policy, and return it to the City Manager's Office at least 21 Calendar days prior to the starting date of the event.

Sponsoring Organization's Legal Name Plymouth Recreation Dept and Sun & Snow

Ph# (734) 455-6620 ext. 302 Fax# _____ Email sanderson@ci.plymouth.mi.us Website http://www.ci.plymouth.mi.us/

Address 525 Farmer City Plymouth State MI Zip 48170

Sponsoring Organization's Agent's Name Rob Parent - Sun & Snow Title Co-Owner

Ph# 734-927-0007 Fax# _____ Email rob@sunandsnow.com Cell# 734-845-6092

Address 388 S Main Street City Plymouth State MI Zip 48170

Event Name Wednesday Night Workouts

Event Purpose Providing a friendly and fun environment by which to introduce members of all ages in the Plymouth community to a fitness routine and healthy lifestyle.

Event Date(s) Every Wednesday night between Memorial Day and Labor Day 6/1/16 - 8/31/16

Event Times 6:30pm - 8:00pm

Event Location Kellogg Park

What Kind Of Activities? The activities rotate weekly between Yoga, Zumba and Pilates.

What is the Highest Number of People You Expect in Attendance at Any One Time? Avg. attendance last year was around 75, with a max of 120.

Coordinating With Another Event? YES NO If Yes, Event Name: _____

Event Details: (Provide a detailed description of all activities that will take place. Attach additional sheets if necessary.)

Each Wednesday night, we will host a free workout session in the park, led by various instructors from fitness studios in downtown Plymouth, including Plymouth Yoga Room, CoreSport and Z-Spot Fitness. Though the event is free, we will encourage \$5 donations, of which 100% will go directly towards the Downtown Tree Lighting Project to continue our mission to light each of the locust trees in the downtown business district.

This event will be weather-dependent, but we plan to do this weekly from Memorial Day weekend through Labor Day weekend (following the same schedule as the Friday night concert series to maintain consistency.

1. **TYPE OF EVENT:** Based on Policy 12.2, this event is: *(Weddings Ceremonies – Please Review Section 12.2 f.)*
City Operated Co-sponsored Event Other Non-Profit Other For-Profit Political or Ballot Issue

2. **ANNUAL EVENT:** Is this event expected to occur next year? YES NO

If Yes, you can reserve a date for next year with this application (see Policy 12.15). To reserve dates for next year, please provide the following information:

Normal Event Schedule (e.g., third weekend in July):

Every Wednesday night

Next year's specific dates:

Wednesdays from Memorial - Labor

See section 12.13 for license & insurance requirements for vendors

3. **FOOD VENDORS/ CONCESSIONS?** YES NO **OTHER VENDORS?** YES NO

4. **DO YOU PLAN TO HAVE ALCOHOL SERVED AT THIS EVENT?** YES NO

5. **WILL ALCOHOL BE SERVED ON PRIVATE PROPERTY AS PART OF THIS EVENT?** YES NO

6. **WILL YOU NEED ELECTRICITY AND/OR WATER?** Access to one outlet is all we need YES NO

CITY SERVICES REQUIRED? If needed, please attach a letter indicating all requests for City Services.
(see Attachment B)

City services will not be necessary

7. **AN EVENT MAP** IS IS NOT attached. If your event will use streets and/or sidewalks (for a parade, run, etc.), or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. Also show any streets or parking lots that you are requesting to be blocked off.

8. **EVENT SIGNS:** Will this event include the use of signs? YES NO

If Yes, refer to Policy 12.8 for requirements, and describe the size and location of your proposed signs: **Please complete a sign illustration / description sheet and include with the application.**

Signs or banners approved by the City of Plymouth for Special Events shall be designed and made in an artistic and workman like manner. THE CITY MANAGER MUST APPROVE ALL SIGNS. SIGNS CANNOT BE ERECTED UNTIL APPROVAL IS GIVEN.

Signs and/or Banners may be used during the event only. Please refer to Special Event Policy for information related to the installation of banners on Downtown Street Light Poles in advance of event. NO SIGNS ARE ALLOWED IN THE PARK IN ADVANCE OF THE EVENT.

9. **UNLIMITED PARKING:** Are you requesting the removal of time limits on parking (see Policy 12.5)? YES NO

If Yes, list the lots or locations where/why this is requested:

10. **CERTIFICATION AND SIGNATURE:** I understand and agree on behalf of the sponsoring organization that
- a. A Certificate of Insurance must be provided which names the City of Plymouth as an additional named insured party on the policy. (See Policy 12.10 for insurance requirements)
 - b. Event sponsors and participants will be required to sign Indemnification Agreement forms (refer to Policy 12.12).
 - c. All food vendors must be approved by the Wayne County Health Department, and each food and/or other vendor must provide the City with a Certificate of Insurance which names the City of Plymouth as an additional named insured party on the policy. (See Policy 12.13)
 - d. The approval of this Special Event may include additional requirements and/or limitations, based on the City's review of this application, in accordance with the City's Special Event Policy. The event will be operated in conformance with the Written Confirmation of Approval. (see Policy 12.11 and 12.16)
 - e. The sponsoring organization will provide a security deposit for the estimated fees as may be required by the City, and will promptly pay any billing for City services which may be rendered, pursuant to Policy 12.3 and 12.4.

As the duly authorized agent of the sponsoring organization, I hereby apply for approval of this Special Event, affirm the above understandings, and agree that my sponsoring organization will comply with City's Special Event Policy, the terms of the Written Confirmation of Approval, and all other City requirements, ordinance and other laws which apply to this Special Event.

3/30/2016
Date


Signature of Sponsoring Organization's Agent

RETURN THIS APPLICATION at least twenty (21) days prior to the first day of the event to:

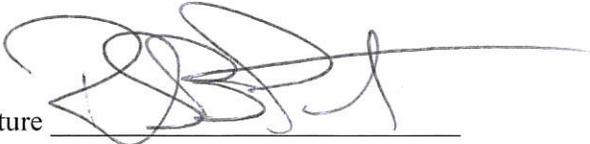
**City Manager's Office
City Hall
201 S. Main Street
Plymouth MI 48170**

Phone: (734) 453-1234 ext. 203

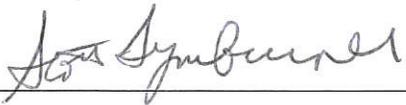
11. INDEMNIFICATION AGREEMENT

INDEMNIFICATION AGREEMENT

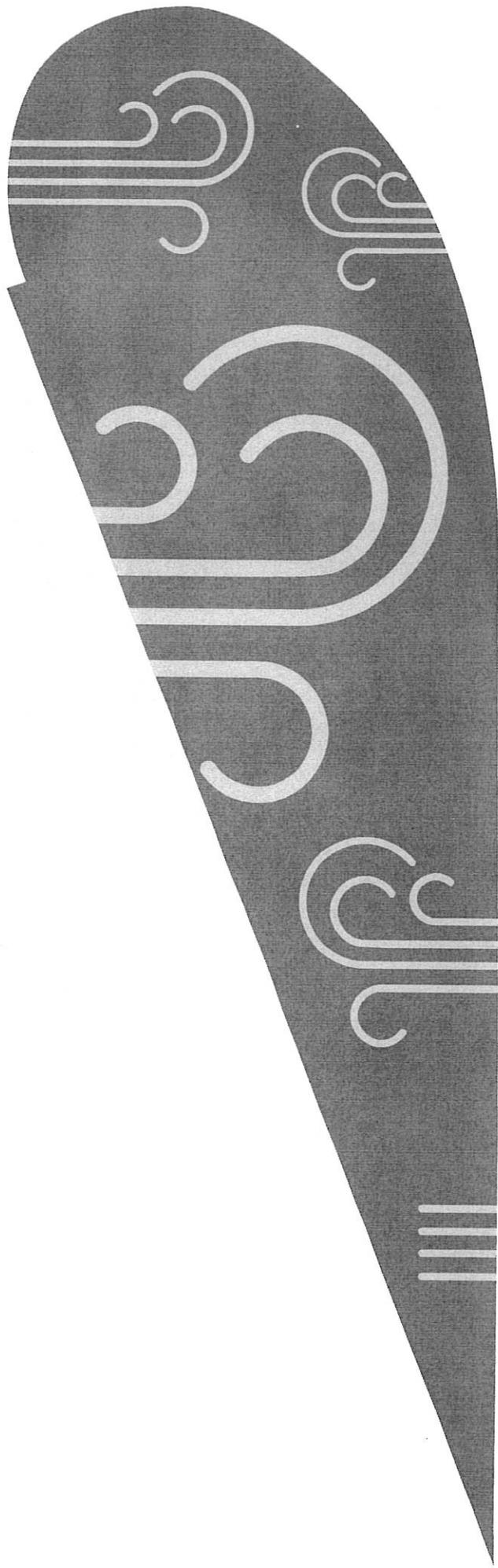
The Plymouth Rec Dept and Sun & Snow (*organization name*) agree(s) to defend, indemnify, and hold harmless the City of Plymouth, Michigan, from any claim, demand, suit, loss, cost of expense, or any damage which may be asserted, claimed or recovered against or from the Wednesday Night Workouts (*event name*) by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss, cost of expense is caused in whole or in part by the negligence of the City of Plymouth or by third parties, or by the agents, servants, employees or factors of any of them.

Signature 

Date 3/30/2016

Witness 

Date 3/30/2016



FLAGS-BANNER

Head Drop Flag - Large - Double
Banner - 100% Poly
10' x 24" (2540 x 610 mm)
1. Not for use with staples or clips.
2. For use with standard flag halyards.

SUN & SNOW

EVENT REVIEW

EVENT NAME: WEDNESDAY NIGHT WORKOUTS

(note: all fees are only initial estimates and can increase upon assessment of services after the close of the event).

MUNICIPAL SERVICES:	Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/> (list reason for denial)	Initial <u>CP</u>
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\$250 Bathroom Cleaning Fee Per Day of Event? YES <input type="checkbox"/> NO <input type="checkbox"/>	Regular Time \$	Overtime Costs: \$	Equipment & Materials Costs: \$
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NO SERVICES NEEDED

POLICE:	Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/> (list reason for denial)	Initial <u>GC</u>
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Regular Time \$	Overtime Costs: \$	Equipment & Materials Costs: \$
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NO SERVICES NECESSARY

FIRE:	Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/> (list reason for denial)	Initial <u>GO</u>
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Regular Time \$	Overtime Costs: \$	Equipment & Materials Costs: \$
-----------------	--------------------	---------------------------------

No Services Needed

HVA:	Approved <input type="checkbox"/>	Denied <input type="checkbox"/> (list reason for denial)	Initial
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Regular Time \$	Overtime Costs: \$	Equipment & Materials Costs: \$
-----------------	--------------------	---------------------------------

DDA:	Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/> (list reason for denial)	Initial <u>TB</u>
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Regular Time \$	Overtime Costs: \$	Equipment & Materials Costs: \$
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RISK MANAGEMENT:	Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/> (list reason for denial)	Initial <u>MB</u>
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Class I – Low Hazard <input type="checkbox"/>	CERTIFICATE OF INSURANCE NEEDED PRIOR TO EVENT Naming City of Plymouth as 'Additional Insured'
Class II – Moderate Hazard <input checked="" type="checkbox"/>	
Class III – High Hazard <input type="checkbox"/>	
Class IV – Severe Hazard <input type="checkbox"/>	

APPROVED: _____ NOT APPROVED: _____ DATE: _____

SITE FEE APPLIED TO ALL EVENTS

City of Plymouth SPECIAL EVENT APPLICATION

>> FEES WILL BE CHARGED FOR ALL SPECIAL EVENTS <<

Complete this application in accordance with the City of Plymouth Special Events Policy, and return it to the City Manager's Office at least 21 Calendar days prior to the starting date of the event.

Sponsoring Organization's Legal Name <u>City of Plymouth DDA and Michigan Philharmonic</u>								
Ph#	<u>455-1453</u>	Fax#	<u>459-5792</u>	Email	<u>tbruscato@ci.plymouth.mi.us</u>	Website	<u>downtownplymouth.org</u>	
Address	<u>831 Penniman</u>		City	<u>Plymouth</u>	State	<u>MI</u>	Zip	<u>48170</u>
Sponsoring Organization's Agent's Name <u>Tony Bruscato/Beth Stewart</u>							Title <u>DDA/Michigan Philharmonic</u>	
Ph#	<u>455-1453</u>	Fax#	<u>459-5792</u>	Email	<u>tbruscato@ci.plymouth.mi.us</u>	Cell#	<u>(734) 751-1367</u>	
Address	<u>831 Penniman</u>		City	<u>Plymouth</u>	State	<u>MI</u>	Zip	<u>48170</u>

Event Name	<u>An American Salute</u>
Event Purpose	<u>Patriotic concert</u>
Event Date(s)	<u>Saturday, June 25th, 2016</u>
Event Times	<u>7:00pm-9:00pm (concert), 4:00pm-11:00pm (total event time)</u>
Event Location	<u>Kellogg Park</u>
What Kind Of Activities?	<u>Live Concert</u>
What is the Highest Number of People You Expect in Attendance at Any One Time?	<u>several thousand</u>
Coordinating With Another Event? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	If Yes, Event Name: _____
Event Details:	(Provide a detailed description of all activities that will take place. Attach additional sheets if necessary.)

Concert will be on-stage in Kellogg Park, similar to the Friday night ~~concert~~ music-in-the-air series. Food vendors will be required to have permits.

1. **TYPE OF EVENT:** Based on Policy 12.2, this event is: *(Weddings Ceremonies – Please Review Section 12.2 f.)*
City Operated Co-sponsored Event Other Non-Profit Other For-Profit Political or Ballot Issue

2. **ANNUAL EVENT:** Is this event expected to occur next year? YES NO

If Yes, you can reserve a date for next year with this application (see Policy 12.15). To reserve dates for next year, please provide the following information:

Normal Event Schedule (e.g., third weekend in July):

Final Saturday in June

Next year's specific dates:

Saturday, June 24th, 2017

See section 12.13 for license & insurance requirements for vendors

3. **FOOD VENDORS/ CONCESSIONS?** YES NO **OTHER VENDORS?** YES NO

4. **DO YOU PLAN TO HAVE ALCOHOL SERVED AT THIS EVENT?** YES NO

5. **WILL ALCOHOL BE SERVED ON PRIVATE PROPERTY AS PART OF THIS EVENT?** YES NO

6. **WILL YOU NEED ELECTRICITY AND/OR WATER?** Electricity YES NO

CITY SERVICES REQUIRED? If needed, please attach a letter indicating all requests for City Services.
(see Attachment B)

DMS - set-up and breakdown of Bandshell, close section of Penniman behind Bandshell, use of restrooms, additional trash cans and trash removal, and a general laborer. Many thanks in advance!

7. **AN EVENT MAP IS** **IS NOT** attached. If your event will use streets and/or sidewalks (for a parade, run, etc.), or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. Also show any streets or parking lots that you are requesting to be blocked off.

8. **EVENT SIGNS:** Will this event include the use of signs? YES NO
If Yes, refer to Policy 12.8 for requirements, and describe the size and location of your proposed signs: **Please complete a sign illustration / description sheet and include with the application.**

Signs or banners approved by the City of Plymouth for Special Events shall be designed and made in an artistic and workman like manner. THE CITY MANAGER MUST APPROVE ALL SIGNS. SIGNS CANNOT BE ERECTED UNTIL APPROVAL IS GIVEN.

Signs and/or Banners may be used during the event only. Please refer to Special Event Policy for information related to the installation of banners on Downtown Street Light Poles in advance of event. NO SIGNS ARE ALLOWED IN THE PARK IN ADVANCE OF THE EVENT.

9. **UNLIMITED PARKING:** Are you requesting the removal of time limits on parking (see Policy 12.5)? YES NO

If Yes, list the lots or locations where/why this is requested:

The section of Penniman in front of the Gathering, in order to accommodate the Bandshell

- 10. CERTIFICATION AND SIGNATURE:** I understand and agree on behalf of the sponsoring organization that
- a. A Certificate of Insurance must be provided which names the City of Plymouth as an additional named insured party on the policy. (See Policy 12.10 for insurance requirements)
 - b. Event sponsors and participants will be required to sign Indemnification Agreement forms (refer to Policy 12.12).
 - c. All food vendors must be approved by the Wayne County Health Department, and each food and/or other vendor must provide the City with a Certificate of Insurance which names the City of Plymouth as an additional named insured party on the policy. (See Policy 12.13)
 - d. The approval of this Special Event may include additional requirements and/or limitations, based on the City's review of this application, in accordance with the City's Special Event Policy. The event will be operated in conformance with the Written Confirmation of Approval. (see Policy 12.11 and 12.16)
 - e. The sponsoring organization will provide a security deposit for the estimated fees as may be required by the City, and will promptly pay any billing for City services which may be rendered, pursuant to Policy 12.3 and 12.4.

As the duly authorized agent of the sponsoring organization, I hereby apply for approval of this Special Event, affirm the above understandings, and agree that my sponsoring organization will comply with City's Special Event Policy, the terms of the Written Confirmation of Approval, and all other City requirements, ordinance and other laws which apply to this Special Event.

Date

Signature of Sponsoring Organization's Agent

RETURN THIS APPLICATION at least twenty (21) days prior to the first day of the event to:

**City Manager's Office
City Hall
201 S. Main Street
Plymouth MI 48170**

Phone: (734) 453-1234 ext. 203

EVENT REVIEW

EVENT NAME: AN AMERICAN SALUTE

(note: all fees are only initial estimates and can increase upon assessment of services after the close of the event).

MUNICIPAL SERVICES: Approved <input checked="" type="checkbox"/> Denied <input type="checkbox"/> (list reason for denial) Initial <u>CP</u>			
<u>2 FTE ≈ 7hrs @ \$6/HR = \$84</u> <u>TWICE \$105</u>			
\$250 Bathroom Cleaning Fee Per Day of Event? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>			
Regular Time Costs:	\$	Overtime Costs:	\$
		Equipment & Materials Costs:	\$
POLICE: Approved <input checked="" type="checkbox"/> Denied <input type="checkbox"/> (list reason for denial) Initial <u>gpc</u>			
<u>1 - OFFICER @ 2 HRS</u>			
Regular Time Costs:	\$	Overtime Costs:	\$ <u>250-</u>
		Equipment & Materials Costs:	\$
FIRE: Approved <input checked="" type="checkbox"/> Denied <input type="checkbox"/> (list reason for denial) Initial <u>JH</u>			
<u>no services needed</u>			
Regular Time Costs:	\$	Overtime Costs:	\$
		Equipment & Materials Costs:	\$
HVA: Approved <input type="checkbox"/> Denied <input type="checkbox"/> (list reason for denial) Initial			
DDA: Approved <input checked="" type="checkbox"/> Denied <input type="checkbox"/> (list reason for denial) Initial <u>TB</u>			
Regular Time Costs:	\$ <u>0</u>	Overtime Costs:	\$
		Equipment & Materials Costs:	\$
RISK MANAGEMENT: Approved <input checked="" type="checkbox"/> Denied <input type="checkbox"/> (list reason for denial) Initial <u>MB</u>			
Class I – Low Hazard	<input checked="" type="checkbox"/>		
Class II – Moderate Hazard	<input type="checkbox"/>		
Class III – High Hazard	<input type="checkbox"/>		
Class IV – Severe Hazard	<input type="checkbox"/>		
APPROVED:	NOT APPROVED:	DATE:	

CITY OF PLYMOUTH
201 S. MAIN
PLYMOUTH, MI 48170
www.ci.plymouth.mi.us

ADMINISTRATIVE RECOMMENDATION

To: Mayor & City Commission
From: Paul J. Sincock – City Manager
CC: S:\MANAGER\Sincock Files\Memorandum - CLEMIS Intergovernmental Agreement 04-18-16.doc
Date: 4/11/2016
Re: Intergovernmental Agreement with Oakland County

BACKGROUND:

The City Commission may be aware that our Police Department has been using a computer software program called CLEMIS since 2004. This program is operated and maintained by Oakland County Information Services and there is no similar type of program offered by Wayne County. Oakland County has been the leader in this type of software and the efficient maintenance of the software as well for many years. Until now there has never been a formal intergovernmental agreement for communities using the CLEMIS System and Oakland County.

Most of the Police Departments in our area use this software through Oakland County and this is not only in car software, but also the administrative “back of the house” software that we use. Also, many Fire Departments in our area use this software, but we currently do not use the software on the fire side.

We have attached a memorandum from Chief Al Cox which further outlines the need for the intergovernmental agreement. In addition, we have attached a copy of the agreement for your reference. The agreement has also been reviewed by the City Attorney’s Office as well.

RECOMMENDATION:

The City Administration recommends that the City Commission adopt the Intergovernmental Agreement between the City of Plymouth and Oakland County for the CLEMIS systems. The agreement has been reviewed by the City Attorney’s Office and the Police Department. This is a critical operating system for the Police Department and it is used on a 24/7 basis by that Department.

We have prepared a proposed Resolution for the City Commission to consider regarding this matter. Should you have any questions in advance of the meeting please feel free to contact me.

PLYMOUTH POLICE DEPARTMENT MEMORANDUM

TO: PAUL SINCOCK, CITY MANAGER
FROM: A.L. COX, DIRECTOR OF PUBLIC SAFETY *A.L. Cox*
SUBJECT: AGREEMENT FOR I.T. SERVICES BETWEEN OAKLAND COUNTY AND CITY OF PLYMOUTH
DATE: 4/6/2016

BACKGROUND:

The Plymouth Police Department has utilized Oakland County's Court and Law Enforcement Management Information System (CLEMIS) as our in-house records management system and internet connectivity since early 2004. Until now, there has not been an official interlocal agreement for these services. During 2015, CLEMIS began working with Oakland County Corporation Counsel to prepare a CLEMIS Agreement to be used by Oakland County IT-CLEMIS and its members throughout the State.

The new agreement and attachments use accurate and up-to-date terminology and current technology terms that should add clarity to the CLEMIS/Member relationship. During 2015, the agreement was reviewed and approved by the CLEMIS Strategic Planning Committee on July 8th, the CLEMIS Advisory Committee on July 16th, and the Oakland County Board of Commissioners on August 13th. An attorney work group comprised of attorneys that represent several CLEMIS Members also reviewed and approved the agreement.

After final review by the above workgroups, CLEMIS is now asking that Members bring the interlocal agreement to their governing bodies for approval. It should be noted that both our City Attorney, Mr. Marzano and our Director of Information Technology, Mr. Alexandris have also reviewed the agreement and have given their approval.

RECOMENDATION:

After a careful review of the agreement and input received from the above shareholders and advisers, I would like to respectfully request/recommend that the City Commission review and approve the interlocal agreement for I.T. Services Between Oakland County and the City of Plymouth, and that same be signed by Mayor Dwyer.

In addition to the signed agreement, CLEMIS is also requesting a copy of the Resolution indicating approval. If you have any questions or concerns, please let me know.

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

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 Plymouth, 201 S Main, Plymouth, MI 48170 ("Public Body"). County and Public Body may also be referred to jointly as "Parties".

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

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

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

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

- 1.7. **Points of Contact** mean the individuals designated by Public Body and identified to County to act as primary and secondary contacts for communication and other purposes as described herein.
- 1.8. **I.T. Services** means the following individual I.T. Services provided by County's Department of Information Technology, if applicable:
 - 1.8.1. **Online Payments** mean the ability to accept payment of monies owed to Public Body initiated via a website maintained by County using a credit card, a debit card that functions as a credit card, or electronic debit of a checking account.
 - 1.8.2. **Pay Local Taxes** means the ability to accept payment of local property taxes owed to Public Body initiated via a website maintained by County using a credit card, a debit card that functions as a credit card, or an electronic debit of a checking account. (Does not apply to Public Bodies outside of Oakland County).
 - 1.8.3. **Web Publishing Suite** means the ability for Public Bodies to have and/or manage a public web presence using standard Oakland County technologies and platforms, template-based solutions, semi-custom website designs, content management, and/or support services.
 - 1.8.4. **Internet Service** means access to the Internet from Public Body's workstations. Access from the Internet to Public Body's applications, whether at County or at Public Body (hosting), is not included.
 - 1.8.5. **Oaknet Connectivity** means use of communication lines and network equipment maintained by County for the transmission of digital information whether leased or owned by County.
 - 1.8.6. **Email Service** means access to the designated application provided by County for sending and receiving electronic mail messages by Public Body.
 - 1.8.7. **Health Portal** means a portal where registered schools, community dispensing sites, nurses, district administrators and doctors can effectively communicate with the health department regarding reportable communicable diseases.
 - 1.8.8. **Over The Counter Payments** means the ability to accept payment of monies owed to Public Body initiated via a credit card reader attached to an on-premise computer with access to a website maintained by County using a credit card or a debit card that functions as a credit card.
 - 1.8.9. **Data Center Use and Services** means providing space for Public Body's equipment in County's Data Center and access to electrical power and backup power.
 - 1.8.10. **CLEMIS** means the Court and Law Enforcement Management Information System, an information management system comprised of specific software

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

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

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

2. **COUNTY RESPONSIBILITIES.**

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

- 2.4.1. County will perform daily backups of all I.T. Services except for the I.T. Services described in Exhibit IX Data Center Use and Services. Copies of scheduled backups will be placed offsite for disaster recovery purposes.
- 2.4.2. County will maintain a Disaster Recovery ("DR") Toolkit that will be used to recover applications during a disaster or failure of County's computer system. All applications will be included in County's scheduled Disaster Recovery Test. DR Toolkit updates will be made by County as necessary.
- 2.5. **Auditing.** County may conduct scheduled and unscheduled audits or scans to ensure the integrity of County's data and County's compliance with Federal, State and local laws and industry standards, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) and Payment Card Industry Data Security Standard (PCI DSS.)
 - 2.5.1. In order to limit possibility of data theft and scope of audit requirements, County will not store credit card account numbers. County is only responsible for credit card data only during the time of transmission to payment processor.
- 2.6. **Training and Information Resources.** County may provide training on use of the I.T. Services on an as-needed basis or as set forth in an Exhibit to this Agreement.
- 2.7. **Service Center.** I.T. Service incidents requiring assistance must be reported to the Service Center, by the Points of Contact, to the phone number or e-mail provided below. The Service Center is staffed to provide support during County's normal business hours of 8:30 a.m. to 5:00 p.m., EST, Monday through Friday, excluding holidays. The Service Center can receive calls to report I.T. Service outages 24 hours a day, 7 days a week. Outages are defined as unexpected service downtime or error messages. Depending on severity, outage reports received outside of County's normal business hours may not be responded to until the resumption of County's normal business hours.

Service Center Phone Number	[REDACTED]
Service Center Email Address	[REDACTED]

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

3. **PUBLIC BODY RESPONSIBILITIES.**

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

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

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

3.7.8.1. Contact Name

3.7.8.2. Telephone Number

3.7.8.3. Email Address

3.7.8.4. Public Body Name

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

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

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

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

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

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

4. **DURATION OF INTERLOCAL AGREEMENT.**

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

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

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

5. **PAYMENTS.**

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

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

6. **ASSURANCES.**

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

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

7. **DISCLAIMER OR WARRANTIES.**

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

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

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

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

- 10.1. Either Party may terminate or cancel this entire Agreement or any one of the I.T. Services described in the attached Exhibits, upon one hundred twenty (120) days written notice, if either Party decided, in its sole discretion, to terminate this Agreement or one of the Exhibits, for any reason including convenience.
- 10.2. Early termination fees may apply to Public Body if provided for in the Exhibits.
- 10.3. The effective date of termination and/or cancellation shall be clearly stated in the written notice. Either the County Executive or the Board of Commissioners is authorized to

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

11. **SUSPENSION OF SERVICES**. County, through its Director of Information Technology, may immediately suspend I.T. Services for any of the following reasons: (i) requests by law enforcement or other governmental agencies; (ii) engagement by Public Body in fraudulent or illegal activities relating to the I.T. Services provided herein; (iii) breach of the terms and conditions of this Agreement; or (iv) unexpected technical or security issues. The right to suspend I.T. Services is in addition to the right to terminate or cancel this Agreement according to the provisions in Section 10. County shall not incur any penalty, expense or liability if I.T. Services are suspended under this Section.
12. **DELEGATION OR ASSIGNMENT**. Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.
13. **NO EMPLOYEE-EMPLOYER RELATIONSHIP**. Nothing in this Agreement shall be construed as creating an employee-employer relationship between County and Public Body.
14. **NO THIRD PARTY BENEFICIARIES**. Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.
15. **NO IMPLIED WAIVER**. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
16. **SEVERABILITY**. If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
17. **PRECEDENCE OF DOCUMENTS**. In the event of a conflict between the terms of and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms in the Exhibits or other documents that comprise this Agreement.
18. **CAPTIONS**. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
19. **FORCE MAJEURE**. Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, national emergencies, insurrections, riots, wars,

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

20. **NOTICES.** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.
 - 20.1. If Notice is sent to County, it shall be addressed and sent to: Director, Oakland County Department of Information Technology, 1200 North Telegraph Road, Pontiac, Michigan, 48341, and the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341.
 - 20.2. If Notice is sent to Public Body, it shall be addressed to: Chief Al Cox, City of Plymouth, 201 S Main Plymouth, MI 48170.
 - 20.3. Either Party may change the individual to whom Notice is sent and/or the mailing address by notifying the other Party in writing of the change.
21. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.
22. **ENTIRE AGREEMENT.**
 - 22.1. This Agreement represents the entire agreement and understanding between the Parties regarding the specific services described in the attached Exhibits. With regard to those services, this Agreement supersedes all other oral or written agreements between the Parties.
 - 22.2. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, Daniel Dwyer hereby acknowledges that he/she has been authorized by a resolution of the City of Plymouth, 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: _____
Daniel Dwyer,
Mayor

DATE: _____

WITNESSED: _____

DATE: _____

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

EXECUTED: _____
Michael J. Gingell, Chairperson
Oakland County Board of Commissioners

DATE: _____

WITNESSED: _____
Oakland County Board of Commissioners
County of Oakland

DATE: _____

EXHIBIT IV
I.T. SERVICES AGREEMENT
Internet Service

INTRODUCTION

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

SUPPORT

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

SERVICE ACCESS

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

INTERNET SERVICE EXHIBIT IV

Service Center Information

Service Center Phone Number	[REDACTED]
Service Center Email Address	[REDACTED]

SERVICE AND SUPPORT COSTS

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

LICENSED USE AND ACCESS

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

EXHIBIT V
I.T. SERVICES AGREEMENT
OakNet Connectivity

INTRODUCTION

COUNTY RESPONSIBILITIES

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

PUBLIC BODY RESPONSIBILITIES.

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

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

SUPPORT

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

SERVICE ACCESS

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

Service Center Information

Service Center Phone Number	[REDACTED]
Service Center Email Address	[REDACTED]

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 X
I.T. SERVICES AGREEMENT
CLEMIS

INTRODUCTION.

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

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

The Parties agree to the following terms and conditions:

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

Page 1 of 9

EXHIBIT X
I.T. SERVICES - INTERLOCAL AGREEMENT
Approved by CLEMIS Strategic Planning Committee 07-08-15
Approved by CLEMIS Advisory Committee 07-16-15

- 1.8. **CLEMIS Website** is the portion of the County's website dedicated to CLEMIS located at www.oakgov.com/clemis or www.clemis.org.
 - 1.9. **Criminal Justice Information Services ("CJIS") Security Policy** is the effective security policy approved by the CJIS Advisory Policy Board setting forth security requirements, guidelines, and agreements for protecting transmission, access, storage, use, generation of, and sources of Criminal Justice Information ("CJI") as defined in the CJIS Security Policy.
 - 1.10. **Fire Records Management System ("FRMS")** is a CLEMIS Application that provides an integrated technology system to participating fire departments, which is further described on the CLEMIS Website.
2. **CLEMIS DIVISION RESPONSIBILITIES.**
 - 2.1. **Provision of CLEMIS Applications.** County shall provide Public Body with access to CLEMIS and the specific CLEMIS Applications and services marked on Addendum A, which may be changed from time to time. Addendum A is fully incorporated into this Agreement. Notwithstanding any provision in this Agreement, Addendum A and any changes thereto shall be signed by the CLEMIS Division Manager on behalf of County and the Chief of Police on behalf of the City of Plymouth. The operational descriptions of the CLEMIS Applications and services are set forth on the CLEMIS Website.
 - 2.2. **Compliance with Laws, Rules, Regulations, and Policies.** County shall comply with all applicable laws, rules, and regulations and the CJIS Security Policy in the delivery, operation, and maintenance of CLEMIS Applications and in the transmission, access, storage, and use of data through or in CLEMIS Applications.
 - 2.3. **No Verification of Data.** County does not verify or review data entered into and stored in CLEMIS for accuracy.
 3. **PUBLIC BODY RESPONSIBILITIES.**
 - 3.1. **Execution of Exhibit V.** Unless approved in writing by the CLEMIS Division, Public Body must execute Exhibit V to this Agreement (OakNet Connectivity) to provide connectivity for the use and operation of CLEMIS Applications. If Public Body receives approval from the CLEMIS Division not to use OakNet, such approval will be marked on Addendum A.
 - 3.2. **Execution of Management Control Agreement.** Public Body shall execute a Management Control Agreement with County as required by and consistent with the CJIS Security Policy, which may be amended from time to time. The Management Control Agreement shall be executed by the persons authorized to sign Addendum A.
 - 3.3. **Compliance with Laws, Rules, Regulations, and Policies.** Public Body and Public Body Employees shall comply with the CJIS Security Policy and all applicable laws, rules, and regulations when using CLEMIS and when generating, entering, and using data that is stored in CLEMIS.
 - 3.4. **Access to CLEMIS.** Only Public Body Employees authorized by Public Body may access and use CLEMIS. Public Body shall keep a list of Public Body Employees authorized to access and use CLEMIS. Public Body shall review this list at least quarterly to ensure its accuracy. Upon written request of County, Public Body shall provide this list

to County. Public Body shall not allow any individuals, who are not on this list, to access and use CLEMIS.

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

provide such data in a format and time period determined by County, but will use its best efforts to provide the data in the format and time period requested by Public Body.

- 4.2. **Freedom of Information Act Request/Court Orders to County for Public Body Data.** County is required and will respond, pursuant to applicable law and/or court order, to Freedom of Information Act (“FOIA”) requests and court orders addressed to it and received by it for Public Body data possessed by County. Before responding to a FOIA request or a court order concerning Public Body’s data possessed by County, County will use its best efforts to inform Public Body of the request or order and give them an opportunity to provide County with information that could impact County’s response to the FOIA request or court order.
- 4.3. **Continuous Access to Public Body Data by Third Parties.**
- 4.3.1. In Addendum A, Public Body may request that County provide continuous access to Public Body’s data to a third party. Addendum A shall identify the third party and shall set forth any specific instructions regarding the provision of such data to the third party. The County shall determine the manner in which to provide access to Public Body’s data.
- 4.3.2. County shall provide and shall continue to provide access to Public Body’s data to the third party identified in Addendum A, until Public Body provides written notice to the CLEMIS Manager to stop or change such access. The written notice shall contain the date on which access to Public Body’s data shall stop. Upon receipt of this notice, County shall promptly stop the third party’s access to Public Body’s data and shall use its best efforts to stop third party access to Public Body’s data on the date requested by Public Body.
- 4.3.3. In order to effectuate the third party’s continuous access to Public Body’s data, County will require the third party to execute an agreement with County to govern delivery and/or access to Public Body’s data. The CLEMIS Manager is authorized to sign this agreement on behalf of County.
- 4.4. **Providing Public Body Data to Third Parties.** County will not provide data to a third party, unless County is the recipient of a Freedom of Information Act request or court order or is directed in Addendum A to provide data to a third party. Notwithstanding any other provision, County shall provide Public Body’s data to related Mugshots, Livescan, Michigan Incident Crime Reporting, and Crash/UD-10 traffic crash reports to the Michigan State Police.
- 4.5. **Costs for Providing Public Body Data.** If County incurs any costs in providing Public Body’s data to a third party or to Public Body, then Public Body shall be responsible for those costs and shall reimburse County for those costs. The CLEMIS Division shall invoice Public Body for such costs. Public Body shall pay the invoice at the location and within the time period stated in the Agreement. The CLEMIS Division may waive these costs in its sole discretion.
- 4.6. **Protected Health Information.** If the data, to be provided to a third party, is Protected Health Information” or “PHI” (defined in 45 CFR 160.103) under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and under the changes to HIPAA

made by the Health Information Technology for Economic and Clinical Health Act (“HITECH Amendment”), then County and Public Body shall execute a Business Associate Agreement.

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

5. **FINANCIAL RESPONSIBILITIES—CLEMIS FEE**

- 5.1. **Payment of CLEMIS Fee.** Public Body shall pay the CLEMIS Fee to County for the CLEMIS Applications and services, which are marked on Addendum A. The amount of the CLEMIS fee and the costs that comprise the CLEMIS Fee are listed and itemized on the CLEMIS Website. The CLEMIS Division shall invoice Public Body on a quarterly basis for the CLEMIS Fee, unless otherwise specified. Public Body shall pay the invoice at the location and within the time period stated in the Agreement.
- 5.2. **Establishment of CLEMIS Fee.** The CLEMIS Division upon the recommendation and counsel of the CLEMIS Advisory Committee shall establish the CLEMIS Fee. The CLEMIS Fee shall be posted on the CLEMIS website and may be obtained from the CLEMIS Division.
- 5.3. **Review of CLEMIS Fee.** The CLEMIS Division and the CLEMIS Advisory Committee shall annually review the CLEMIS FEE.
- 5.4. **CLEMIS and FRMS Funds.** County has established and shall continue to have separate enterprise funds within the County budget for revenues, expenses, and operations of CLEMIS (hereinafter “CLEMIS Fund and FRMS Fund”).
- 5.5. **Deposit of CLEMIS Fee.** All monies paid by Public Body to County pursuant to this Exhibit shall be deposited into the CLEMIS Fund or FRMS Fund, as applicable. Only revenues and expenses stemming from CLEMIS operations and maintenance are recorded in the CLEMIS Fund and FRMS Fund; no other County revenues and expenses are recorded in these Funds. Any equity in the CLEMIS Fund and FRMS Fund at the end of the County’s fiscal year shall be rolled into the CLEMIS Fund and FRMS Fund for the next fiscal year. Surplus/equity in the CLEMIS Fund and FRMS Fund can only be used for CLEMIS operations and maintenance and not for the general operations of County or Public Body. Any County general fund contributions (transfers) to the CLEMIS Fund and FRMS Fund are strictly based on availability and official appropriation by County and cannot be deemed permanent on-going contributions.
- 5.6. **Financial Statement for CLEMIS and FRMS Funds.** The County Fiscal Services Division shall prepare financial statements for the CLEMIS Fund and FRMS Fund on a quarterly basis. These financial statements will be posted on the CLEMIS Website on a quarterly and year-end basis. The County Director of Management and Budget or his/her designee shall report the condition of the CLEMIS Fund and FRMS Fund to the CLEMIS Advisory Committee, on a quarterly basis.
- 5.7. **Refund of CLEMIS Fee for Operational Problems.** Subject to Section 18 (Force Majeure) of the Agreement, if any CLEMIS Applications are not operational for more than

fourteen (14) consecutive calendar days, County shall refund the CLEMIS Fee, already paid by Public Body, for the days that the CLEMIS Applications were not operational.

6. **COUNTY/PUBLIC BODY RESPONSIBILITIES FOR CLEMIS CITATION PAYMENT APPLICATION AND CLEMIS CRASH PURCHASE APPLICATION.** If a Public Body

uses the CLEMIS Citation Payment Application (hereinafter "Payment Application) and/or the CLEMIS Crash Purchase Application (hereinafter "Purchase Application"), then the following terms and conditions apply:

- 6.1. **Placement of URL.** Public Body shall be responsible for placing the Payment Application and the Purchase Application URLs on its website; the URLs shall be provided by County. Public Body shall include this URL in printed or electronic communications to the general public regarding the Payment Application and the Purchase Application.
- 6.2. **Questions Regarding Payment of Tickets/Citations/Parking Tickets and Purchase of Crash/Accident Reports.** County shall refer all questions that County receives to Public Body regarding the payment of citations/tickets/parking tickets and the purchase of crash/accident reports and regarding the amount of monies owed to Public Body.
- 6.3. **Security of Data.** County shall secure and protect data received through the Payment Application and Purchase Application (including credit card information) according to law, County's contractual obligations, and reasonable business standards and practices.
- 6.4. **No Interference with Contract.** Third-party service providers such as PayPal Inc. and Elavon, Inc. are required for the operation of the Payment Application and Purchase Application. Neither Public Body nor Public Body Employees shall act or fail to act, either directly or indirectly, in a manner to cause any purported breach in any term or condition in any agreement between County and such third party.
- 6.5. **Enhanced Access Fee.** Persons or entities paying citations/tickets/parking tickets through the Payment Application or purchasing crash/accident reports through the Purchase Application shall be charged an Enhanced Access Fee, in addition to the monies owed to Public Body.
- 6.6. **Payment Transaction for Payment Application.** When using the Payment Application, a person or entity paying a citation/ticket/parking ticket will authorize two transactions, at the time of payment: (1) one transaction for payment of monies owed to Public Body/Court and (2) one transaction for payment of the Enhanced Access Fee. The funds for the payment to Public Body/Court will be directed to the depository account designated and/or owned by Public Body/Court. The funds for the Enhanced Access Fee will be directed to a depository account designated and owned by County.
- 6.7. **Amount of Enhanced Access Fee for Payment Application.** The Enhanced Access Fee charged to persons/entities paying citations/tickets/parking tickets through the Payment Application shall be in an amount established by the Oakland County Board of Commissioners, Miscellaneous Resolution # 07121 and as subsequently amended by the Oakland County Board of Commissioners. Public Body shall receive one dollar (\$1.00) of the Enhanced Access Fee collected for each citation/ticket paid through the Payment Application. Given the small amount of the Enhanced Access Fee for parking tickets,

Public Body shall receive no portion of the Enhanced Access Fee collected for parking tickets paid through the Payment Application.

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

7. CLEMIS ADVISORY COMMITTEE.

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

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

from Public Body that it received its data, County will purge Public Body's data from CLEMIS and any disaster recovery sites. If County incurs any costs in copying Public Body's data, then Public Body shall be responsible for those costs and shall reimburse County for those costs. The CLEMIS Division shall invoice Public Body for such costs. Public Body shall pay the invoice at the location and within the time period stated in the Agreement. The CLEMIS Division may waive these costs in its sole discretion.

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

ADDENDUM A

I. CLEMIS CATEGORIES / TIERS

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

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

II. ADDITIONAL CLEMIS APPLICATIONS

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

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

- Livescan**
- WITH printer WITHOUT printer

- Mugshot**
- Capture Station and Investigative Investigative Only

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

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

- Crime Mapping Application**

- Pawn Application**

- Fire Records Management System In Oakland County**
- Phase I Phase II

- Fire Records Management System Outside Oakland County**

- Fire Department In Oakland County Data Extract**

- Fire Department Outside Oakland County Data Extract**

- CRASH Report Payment Amount:** \$ 5.00

- Enhanced Access Fee Disbursement Instructions**
- Disbursement when Requested Disbursement Quarterly
- Make Check Payable to: City of Plymouth

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

- CLEMIS Member / Public Body** requests that County provide Public Body's data to the following entity:

Vendor Name: _____

Address: _____

Contact: _____ Phone: _____

Email: _____

COUNTY: _____
James Hess, CLEMIS Division Manager Date

PUBLIC BODY: Plymouth City Commission _____

Title/Name: Mayor Daniel Dwyer _____

Signature: _____
Date

(to be completed by Public Body)

RESOLUTION

The following Resolution was offered by Comm. _____ and seconded by Comm. _____

WHEREAS The City Police Department uses a computer program called CLEMIS or Court and Law Enforcement Management Information System to help protect the public health, Safety and welfare, and

WHEREAS The Department has used this software for a number of years and the program is Developed by and supported by Oakland County, and

WHEREAS There is a need to adopt an intergovernmental agreement between the City of Plymouth and Oakland County for the continued use of this system, and

WHEREAS The proposed agreement has been reviewed by the City Police Department and the City Attorney's Office.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby adopt the Agreement for I.T. Services between Oakland County and the City of Plymouth. Further, that the Mayor of the City of Plymouth is hereby authorized to sign this agreement on behalf of the City of Plymouth.

BE IT FURTHER RESOLVED THAT THE CITY CLERK Shall cause the entire agreement to be a part of the Meeting Minutes for this meeting and shall insure that the Official Meeting Minutes contain this agreement and that the on-line version of the Meeting Minutes also contain this agreement in full.

CITY OF PLYMOUTH
201 S. MAIN
PLYMOUTH, MI
48170
www.ci.plymouth.mi.us

ADMINISTRATIVE RECOMMENDATION

To: Mayor & City Commission
From: Paul J. Sincock – City Manager
CC: S:\MANAGER\Sincock Files\Memorandum - Non-Profit Recognition - United For Gold 04-18-16.doc
Date: 4/11/2016
Re: Recognized Non-Profit Organization – United for Gold

BACKGROUND:

From time to time the City receives requests from locally based non-profit organizations to have a Resolution passed that indicates that the group is recognized as a local non-profit organization. We have received a request from the United For Gold (UFG). While no one in the City Administration is personally familiar with this organization, they have supplied us with their 501c3 Notification from the Internal Revenue Service.

The purpose of the official recognition is to allow the group to proceed with their application to the State of Michigan. They are applying to the State of Michigan Bureau of the State Lottery for a permit to hold a raffle or engage in charity gaming activities as authorized by the State of Michigan.

The City Administration is not familiar with the group and their efforts to raise funds to pay their programs. We are aware that the organization is affiliated with the Mid West Tae Kwando located on Ann Arbor Trail on the corner of Ann Arbor Trail and Elizabeth.

RECOMMENDATION:

The organization has requested that the City Commission recognize the United For Gold of Plymouth as a local non-profit organization in the community. The request merely recognizes the group as a local non-profit organization. The Resolution makes no endorsement of their proposed activity or organization, just that they are located here in the City.

The State of Michigan has prepared a proposed Resolution for the City Commission to consider regarding this matter. Should you have any questions in advance of the meeting please feel free to contact me.



United For Gold
584B West Ann Arbor Trail
Plymouth, MI 48170

March 10, 2016

Mr. Paul Sincock
City Manager
201 South Main Street
Plymouth, MI 48170

Dear Mr. Sincock:

United For Gold respectfully requests that the Plymouth City Commission pass a resolution stating that United For Gold is a recognized nonprofit organization in Plymouth. Enclosed are the necessary documents to be considered for this designation.

We are seeking the resolution as part of our qualification process to receive a gaming license from the Michigan Gaming Control Board. Once we have this license, we intend to raise funds for our Tae Kwon Do athletes and coaches by working at Michigan approved Casino Nights and Texas Hold 'Em Tournaments in the surrounding area. In order to schedule participation at these events, we require a gaming license, and plan to work at the events as soon as the fall of 2016.

Thank you for your time and consideration. We look forward to hearing from you and will send a representative from United For Gold to attend a City Commission meeting at your convenience. If you require any further information, please do not hesitate to contact us.

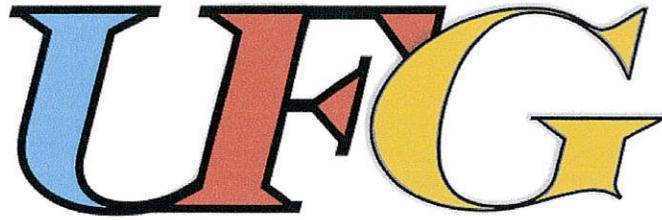
Best regards,

A handwritten signature in black ink, appearing to read 'TDS', written over a horizontal line.

Tom Sumner
President, United For Gold
(734) 637-9518

A handwritten signature in black ink, appearing to read 'Laura Cionca', written over a horizontal line.

Laura Cionca
Treasurer, United For Gold
(248) 275-8557



United For Gold

Purpose

(Why we exist)

To provide financial support for athletes and coaches to help them achieve their Tae Kwon Do dreams.

Mission

(What we aim to achieve)

To provide athletes and coaches with opportunities to reach their potential in sport taekwondo.

Vision Statement

(How we plan to achieve our mission)

United For Gold (UFG) is a non-profit organization created to assist Midwest Tae Kwon Do athletes. Through its commitment to help cover financial expenses, competitors and coaches can perform at their very best in competitive sparring and poomsae.

Values

(What we believe / What we stand for)

UFG aspires to ensure an individual's potential is reached despite potential financial obstacles. By helping ease the financial burden, athletes and coaches can remain committed to the work involved in achieving their goals. We value hard work and follow through by both coach and player in this endeavor.

Strategy

(How will we fulfill our vision)

UFG, in cooperation with the Midwest Booster Organization, raises funds in a variety of ways; some of which include:

- Annual Golf Outing with Silent Auction: Students, families, and friends of UFG participants obtain donations and hole sponsorships.
- T-Shirt Sales: Gym T-shirts are sold to Midwest students and can be worn to all regular curriculum classes. Profits go to UFG.
- Parking Lot Fundraisers: A special parking place located close to the front door, is raffled off monthly. Parking fundraisers are held during various downtown Plymouth events where visitors pay a fee to park in the Midwest lot so they can be close to town.
- Individual Donations: Generous individuals and companies who contribute in any amount.

If you would like to contribute to the UFG Fund, or have questions regarding it, please contact us at:

United For Gold
Tom Sumner, Chair of UFG
tom.sumner@unitedforgold.org
584 W. Ann Arbor Trail
Plymouth, MI 48170
midwesttaekwondo.com
Midwest Taekwondo [734-459-4183](tel:734-459-4183)

Site donated by [Trueblood Designs](#)

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: APR 03 2015

UNITED FOR GOLD
584 W ANN ARBOR TRAIL
PLYMOUTH, MI 48170

Employer Identification Number:
47-2671105
DLN:
17053036301045
Contact Person:
CHARLES A MALONE ID# 31796
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
October 22, 2014
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,



Director, Exempt Organizations



State of Michigan
 Michigan Gaming Control Board
 Office of the Executive Director
 P.O. Box 30786
 Lansing, MI 48909
 Phone: (313) 456-4940
 Fax: (313) 456-3405
 Email: Millionaireparty@michigan.gov
 www.michigan.gov/mgcb

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL.432.103(K)(ii))

At a _____ meeting of the _____
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on _____
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from _____ of _____,
NAME OF ORGANIZATION CITY

county of _____, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for _____
APPROVAL/DISAPPROVAL

APPROVAL	DISAPPROVAL
Yeas: _____	Yeas: _____
Nays: _____	Nays: _____
Absent: _____	Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on _____
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS