



City of the Village of Clarkston  
375 Depot Rd  
Clarkston, Michigan 48346  
City Council Regular Meeting  
09 26 2022

1. Call To Order

2. Pledge Of Allegiance

3. Roll Call

Mayor Haven, Avery, Casey, Fuller, Luginski, Rodgers, Wylie

4. Approval Of Agenda - Motion

5. Public Comments:

Individuals have the opportunity to address the City Council on topics not on the agenda, limiting their comments to three minutes. If you would like a response, please fill out a form with your name, address and summary of your subject for the record. Please come up to the Podium to speak after the Mayor has called you.

6. FYI

Documents:

[BIOPHILIC COMMITTEE 09 26 2022.PDF](#)

7. Discussion: Parking Fees & Tickets August 2022

Documents:

[DISCUSSION PARKING FEES AND TICKETS 09 24 2022.PDF](#)

8. Sheriff Report For August 2022

Documents:

[SHERIFF REPORT AUGUST 2022.PDF](#)

9. City Manager Report

Documents:

[CITY MGR REPORT 09 26 2022.PDF](#)

10. Motion: Acceptance Of The Consent Agenda As Presented  
Final Minutes 08 22 2022

Final Minutes 09 06 2022

Draft Minutes 09 12 2022

Draft Minutes 09 19 2022

Treasurer Report 09 12 2022

Documents:

[09 26 2022 CONSENT AGENDA.PDF](#)

11. Old Business

11.a. Discussion: Marihuana Ballot Proposal

12. New Business


12.a. Resolution: Oakland County Interlocal IT Service Agreement

Documents:

[RESOLUTION OAKLAND COUNTY INTERLOCAL IT SERVICE AGREEMENT  
09 26 2022.PDF](#)

13. Adjourn

Only those matters that are on the agenda are to be considered for action.



JOIN CLARKSTON'S

# BIOPHILIC COMMITTEE

Working to:

- improve Clarkston's water quality
- provide pollinator habitat
- educate on the benefits of native species
- eradicate invasives
- promote community engagement and stewardship

**WE MEET THE 1ST TUESDAY OF THE MONTH  
6-8 PM @ CITY OF CLARKSTON HALL  
375 DEPOT PARK RD.**

**If you would like to join us or learn more about  
the group please contact Jim Brueck.  
[mdbrueck@gmail.com](mailto:mdbrueck@gmail.com) | 248 736 3014**

### City of the Village of Clarkston - 2022 Parking Fees & Parking Tickets

	2021 Totals	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Total
<b>Parking Fees (from the Washington &amp; Main Lot):</b>														
a	Number of Paid Parking Patrons	10,444	833	1002	1202	1513	1227	1918	2092	2006				11,793
b	Fees Paid at Kiosk	\$20,327.75	\$1,833.65	\$2,275.55	\$2,660.30	\$3,176.05	\$2,640.15	\$4,069.05	\$4,316.65	\$4,179.80				\$25,151.20
c	Fees Paid via Passport Smartphone App	\$2,650.79	\$317.02	\$315.60	\$393.95	\$591.38	\$371.43	\$599.29	\$634.26	\$587.15				\$3,810.08
d	Total Fees (b plus c)	\$22,978.54	\$2,150.67	\$2,591.15	\$3,054.25	\$3,767.43	\$3,011.58	\$4,668.34	\$4,950.91	\$4,766.95	\$0.00	\$0.00	\$0.00	\$28,961.28
<b>Parking Tickets (throughout the City):</b>														
e	Tickets issued in Month (additional detail below)	774	56	52	168	192	98	171	200	190				1,127
f	Fines for Tickets Issued in Month	\$17,870.00	\$1,225.00	\$1,160.00	\$4,255.00	\$4,880.00	\$2,225.00	\$3,595.00	\$4,135.00	\$5,065.00				\$26,540.00
g	Tickets reduce for early pay discount	N/A	3	0	23	25	8	25	20	15				119
h	Number of voided Tickets	86	13	6	19	33	10	35	38	23				177
i	Total amount of voided Tickets	\$2,065.00	\$325.00	\$200.00	\$475.00	\$825.00	\$325.00	\$900.00	\$950.00	\$625.00				\$4,625.00
j	Tickets issued less voided	\$15,805.00	\$900.00	\$960.00	\$3,780.00	\$4,055.00	\$1,900.00	\$2,695.00	\$3,185.00	\$4,440.00				\$21,915.00
k	Tickets Paid in Month	475	75	29	114	115	47	82	74	79				615
l	Income from Tickets Paid in Month	\$11,540.00	\$2,285.00	\$1,225.00	\$2,915.00	\$2,975.00	\$1,095.00	\$1,860.00	\$1,875.00	\$1,770.00				\$16,000.00
<b>Expenses:</b>														
l	Parking Attendant wages	\$5,149.80	\$324.00	\$0.00	\$1,215.00	\$1,251.00	\$900.00	\$1,008.00	1,642.50	\$909.00				\$7,249.50
m	Supplies & Misc Expenses	\$6,179.32	\$1,146.82	\$732.67	\$1,215.00	\$2,330.05	\$929.75	\$1,540.04	1,155.83	\$1,325.04				\$10,375.20
n	Total Expenses (l plus m)	\$11,329.12	\$1,470.82	\$732.67	\$2,430.00	\$3,581.05	\$1,829.75	\$2,548.04	\$2,798.33	\$2,234.04				\$17,624.70
<b>Net Revenue from Fees and Tickets (d plus l less n)</b>														
\$23,189.42    \$2,964.85    \$3,083.48    \$3,539.25    \$3,161.38    \$2,276.83    \$3,980.30    \$4,027.58    \$4,302.91    \$0.00    \$0.00    \$0.00    \$0.00    \$27,336.58														

Parking Tickets Issued by Zone		Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Total
3750	Washington & Main Paid Lot	720	56	42	160	188	97	167	198	185				1093
3751	Depot Lot	0	0	9	0	0	1	0	0	0				10
3752	City Street Parking	17	0	1	2	3	0	4	1	5				16
3753	Mill Street Lot	46	0	0	6	1	0	0	1	0				8
<b>Total</b>		<b>783</b>	<b>56</b>	<b>52</b>	<b>168</b>	<b>192</b>	<b>98</b>	<b>171</b>	<b>200</b>	<b>190</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1127</b>

Parking Tickets Issued by Type		Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Total
	Parking Time Violation	748	54	50	164	187	96	163	195	179				1088
	Parking in a No Parking Zone	3	0	1	0	0	0	0	3	0				4
	Parking Beyond Space Markings	7	0	0	1	2	1	5	0	5				14
	Parking Facing Traffic	8	0	1	3	3	0	2	1	4				14
	Handicap Parking Without a Permit	8	2	0	0	0	1	1	0	2				6
	Blocking Traffic or a Crosswalk	0	0	0	0	0	0	0	1	0				1
	Parking in a Permit Area w/o a Permit	0	0	0	0	0	0	0	0	0				0
	Parking in a Commercial Unloading Zone	0	0	0	0	0	0	0	0	0				0
<b>Total</b>		<b>774</b>	<b>56</b>	<b>52</b>	<b>168</b>	<b>192</b>	<b>98</b>	<b>171</b>	<b>200</b>	<b>190</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1127</b>

\* Reflects operational expenses only

**OAKLAND COUNTY SHERIFF DEPARTMENT  
INDEPENDENCE SUBSTATION**

TO: John Smith, City Manager

FROM: Lieutenant Richard Cummins, Substation Commander

SUBJECT: City of the Village of Clarkston Monthly Report

	2022												2022	2021
ARRESTS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD	YTD
Felony (CLR-059)	0	0	0	2	1	0	3	3					9	12
Misdemeanors (CLR-059)	14	6	13	10	33	0	9	1					86	69
<b>MICR:</b>														
Violent Crimes (CLR-004)	1	0	1	5	2	0	0	0					9	6
Property Crimes (CLR-004)	4	2	2	7	5	0	1	0					21	13
<b>TRAFFIC:</b>														
Monthly Citations Citation Report	3	1	13	14	11	5	27	27					101	80
Crashes - Crash Report	3	3	0	0	1	1	4	1					13	26
<b>LIQUOR INSPECTION ACTIVITY:</b>														
Alcohol Compliance Checks (AE)	0	0	0	0	0	0	0	0					0	2
Violations (CLR-065)	0	0	0	0	0	0	0	0					0	0
<b>COMMUNITY LIAISON:</b>														
Community Meetings L3535	1	0	0	2	0	2	0	2					1	8
Community Other L3539	0	0	0	0	0	0	0	0					0	0
<b>STATION STATISTICS:</b>														
Calls for Service (CLR-065)	147	105	157	156	178	139	162	180					1224	1387

**City of the Village of Clarkston**  
**City Manager Report**  
**September 26, 2022**

**Depot Park News**

Over the last week our DPW team completed the repairs to the City Hall public restroom caused by the August 25<sup>th</sup> vandalism, including the installation of a new commercial hand-washing sink. Also last week, the team completed the installation of bollards on the Depot Park pathways to ensure motorized vehicles (per City Ordinance) are not driven in the park except during special events, when they can be temporarily removed. Lastly, new dog poop bag dispensers were installed in the park last week because the old dispensers (and their proprietary bags) had become very expensive to maintain.

**Parking Lot Maintenance Work**

It was our plan to repair, sealcoat and restripe the City's four parking lots this week, but apparently Mother Nature had other plans. We are working closely with the contractors to get this work done and the lots reopened as quickly as possible.

**Completed Training**

Over the last two weeks I completed two training courses: Grant Writing and RoadSoft. The first class provided the basics on locating grant opportunities and preparing the application. The second class provided instruction on using the road, sidewalk and sign tracking software used by HRC for determining the Road PASER Ratings.

**Tree Survey**

With winter approaching, I am in the process of identifying trees in the City that are at risk of falling and should be taken down before heavy snow arrives. Once this list is finalized, I will seek quotes from tree removal contractors.

**Clarkston Road Repaving**

The repaving of Clarkston Road by the Road Commission of Oakland County, I am assured, will take place soon, but a firm date is still not yet available.

Respectfully submitted, **Jonathan Smith, City Manager, September 21, 2022**



City of the Village of Clarkston  
Artemus M. Pappas Village Hall  
375 Depot Road  
Clarkston, Michigan 48346  
City Council Regular Meeting Minutes  
**08 22 2022 Final Minutes**

8/22/2022 - Minutes

1. Call To Order

@ 7:00pm by Mayor Haven

2. Pledge Of Allegiance

3. Roll Call

Mayor Haven, Avery, Casey, Fuller, Wylie, Rodgers - Present. Luginski - Absent.

4. Approval Of Agenda - Motion

Motioned by Wylie Seconded by Rodgers to approve the Agenda as presented. All Aye Motion Carried.

5. Public Comments:

By Scott Meyland and Chet Pardee.

6. FYI

7. Sheriff Report For July 2022

Oakland County Sheriff Sgt. Yon present to answer any questions relevant to monthly Sheriff report.

8. Discussion: Parking Revenue July 2022

9. City Manager Report

10. Motion: Acceptance Of The Consent Agenda As Presented

Motioned by Fuller Seconded by Wylie to accept the Consent Agenda as presented. All Aye. Motion Carried.

11. Old Business

11.a. Motion: CIDL Request To Appoint District Library Board Member

Motioned by Rodgers Seconded by Casey to Appoint Maggie Sans to the Board of Trustees of the Clarkston Independence District Library as a representative of The City of the Village of Clarkston for the remainder of the term of January 1, 2020, through December 31, 2022. All Aye Motion Carried.

11.b. Discussion: Main Street Oakland County Update

Cara Catallo and Brandon Still presented a more detailed explanation of the need for Main Street Oakland County in The City of Clarkston, including feedback from local business owners.

Motioned by Wylie Seconded by Casey to change the Agenda to add a Resolution to grant \$1000 to Main Street Clarkston toward filing for a 501C3. All Aye Motion Carried.

Motioned by Wylie Seconded by Avery to award Main Street Clarkston \$1000 toward legal fees accrued by Lisa Berden @ Lynchpin for filing for a 501C3. Haven, Avery, Casey, Fuller, Wylie, Rodgers - Yes. Motion Carried.

12. New Business

12.a. Resolution: City Hall Water Heater Replacement

Motioned by Rodgers Seconded by Casey to Authorize the City Manager to contract with Nichols Heating & Cooling of Waterford to remove the defective City Hall electric water heater and install a new Natural gas 40-gallon heater at a not-to-exceed cost of \$3665, to be funded by the Capitol Outlay account for Professional & contractual Services. Permit fees for the work will be waived. Haven, Avery, Casey, Fuller, Wylie, Rodgers - Yes. Motioned carried.

12.b. Resolution: New Oakland County Transportation Millage

Motioned by Fuller Seconded by Rodgers to authorize the City Manager to exercise discretion in participating in advocacy in opposition to the Oakland County transit millage, including, if appropriate, participation with other communities in litigation seeking to prevent the proposed .95 mill tax from being placed on the November 2022 ballot for voter approval. The City's total cost in supporting this initiative shall not exceed \$2,500.00. Avery, Casey, Fuller, Haven, Rodgers, Wylie - No. Resolution is defeated.

13. Adjourn

Motioned by Wylie Seconded by Rodgers to adjourn at 8:29pm. All Aye Motion Carried.

Respectfully Submitted by Jennifer Speagle, City Clerk.





City of the Village of Clarkston  
Artemus M. Pappas Village Hall  
375 Depot Road  
Clarkston, Michigan 48346  
City Council Special Meeting Minutes  
09 06 2022 Final **Minutes**

9/6/2022 - Minutes

1. Call To Order

@ 6:00pm by Mayor Haven

2. Pledge Of Allegiance

3. Roll Call

Haven, Avery, Casey, Fuller, Wylie, Rodgers, Luginski - Present.

4. Approval Of Agenda - Motion

Motioned by Wylie Seconded by Luginski to approve the Agenda as presented. All Aye - Motion Carried.

5. Public Comments:

6. Resolution: Explanatory Language For Proposed Marihuana Charter Amendment

MEDICAL MARIHUANA PROPOSAL EXPLANATORY CAPTION

This amendment would authorize (2) provisioning centers within the City and create regulations for the facilities by adding a new Chapter 16 to the City Charter.

Further, this provision would authorize marihuana facilities to operate between the hours of 9 AM to 9 PM Monday through Sunday. It would not permit recreational marihuana sales to any adult but does allow Commercial Medical Marihuana sales under the Medical Marihuana Facilities Licensing Act to qualified patients.

Motioned by Avery Seconded by Casey to approve explanatory ballot language for the proposed marihuana charter amendment. All Aye Motion Carried.

7. Adjourn

Motioned by Avery Seconded by Wylie to adjourn at 6:45 pm. All Aye Motion Carried

Respectfully Submitted by Jennifer Speagle, City Clerk.



City of the Village of Clarkston  
Artemus M. Pappas Village Hall  
375 Depot Road  
Clarkston, Michigan 48346  
City Council Regular Meeting Minutes  
09 12 2022 **Draft Minutes**

9/12/2022 - Minutes

1. Call To Order

@ 7:00pm By Mayor Haven.

2. Pledge Of Allegiance

3. Roll Call

Haven, Casey, Wylie, Rodgers, Luginski - Present. Avery, Fuller - Absent.

4. Approval Of Agenda - Motion

Motioned by Wylie Seconded by Casey to approve the Agenda as presented. All Aye Motion Carried.

5. Public Comments:

Chet Pardee.

6. FYI

7. City Manager Report

8. Motion: Acceptance Of The Consent Agenda As Presented

Motioned by Luginski Seconded by Rodger to accept the Consent Agenda as presented. All Aye Motion Carried.

9. Old Business

9.a. Discussion: Status Of Ballot Wording (Relative To Medical Marihuana)

With City Attorney Tom Ryan regarding Medical Marihuana Ballot Proposal and Clarkston Cares v. Jennifer Speagle Case # 2022-195571-AW

Motioned by Haven Seconded by Wylie to add a Special Meeting on Monday September 19th, 2022 at 7:00pm to discuss moving forward with a court appeal relative to the Clarkston Cares V Jennifer Speagle Case # 2022-195571-AW. All Aye. Motioned Carried.

9.b. Motion: Electric Vehicle Charging Stations

Motioned by Wylie Seconded by Haven to approve the concept of installing three (3) charging stations in the City at two (2) locations.

1. One (1) station in the Washington & Main Parking Lot, adjacent to the existing power pole in the center island.

2. Two (2) units in the Depot Road parking lot, adjacent to the City Hall Building.

Haven, Casey, Wylie, Rodgers, Luginski - Yes. Motion Carried.

10. New Business

10.a. Resolution: MDOT Performance Resolution For Annual Permit

Motioned by Luginski Seconded by Wylie to approve the Annual Permit for MDOT performance authorizing Jonathan Smith, Jennifer Speagle and Jimi Turner to apply to the department for the necessary permit to work within State Highway Right of Way on behalf of the City of Clarkston. Haven, Casey, Wylie, Rodgers, Luginski - Yes. Motion Carried.

10.b. Resolution: Parking Lot Maintenance Bid Approval

Motioned by Wylie Seconded by Casey to authorize the City Manager to contract with Doug's Seal Coating to clean, crack-fill, sealcoat and restripe the City's four parking lots at a not-to-exceed cost of \$14,000.00 to be funded by the Parking Kiosk Fund designated for road, sidewalk and parking lot maintenance. Haven, Casey, Wylie, Rodgers, Luginski - Yes. Motion Carried.

11. Adjourn

Motioned by Wylie Seconded by Rodgers to adjourn @ 8:46pm. All Aye Motion Carried.

Respectfully Submitted by Jennifer Speagle, City Clerk.



City of the Village of Clarkston  
Artemus M. Pappas Village Hall  
375 Depot Road  
Clarkston, Michigan 48346  
City Council Special Meeting Minutes  
09 19 2022 **Draft Minutes**

9/19/2022 - Minutes

1. Call To Order

@ 7:00pm by Mayor Haven.

2. Pledge Of Allegiance

3. Roll Call

Haven, Avery, Casey, Fuller, Wylie, Rodgers, Luginski - Present

4. Approval Of Agenda - Motion

Motioned by Wylie Seconded by Rodgers to approve the Agenda as presented. All Aye Motion Carried.

5. Public Comments:

Jaymie Brimacombe 55 Buffalo: Re: Parking on Buffalo.

6. FYI

7. Discussion: Clarkston Cares V. Jennifer Speagle Case # 2022-195571-AW

Motioned by Haven Seconded by Wylie to authorize City Atty Tom Ryan to appeal the reconsideration of opinion dated September 1st, 2022 in the Clarkston Cares v. Jennifer Speagle case # 2022-195571-AW in a not to exceed cost of \$1000.00. Haven, Avery, Casey, Fuller, Wylie, Rodgers Luginski - Yes. Motion Carried.

8. Discussion: Public Education Of Clarkston Cares Charter Amendment.

Motioned by Haven Seconded by Wylie to add a motion to 8. Public Education of Clarkston Charter Amendment. To establish a sub-committee. All Aye. Motion Carried.

Motioned by Haven Seconded by Wylie to establish a sub-committee of Eric Haven, Laura Rodgers and Joe Luginski to inform the voters of the Marijuana Ballot Proposal on the November 8th, 2022 ballot. All Aye Motion Carried.

9. Adjourn

Motioned by Wylie Seconded by Fuller to Adjourn @ 8:08pm. All Aye Motion Carried.

Respectfully Submitted by Jennifer Speagle, City Clerk.

Treasurer's Report

- I. Revenue/Expenditure Actual vs. Budget as of 08/31/2022 General Fund 101  
 II. Revenue/Expenditure Actual vs. Budget as of 08/31/2022 Major Roads Fund 202  
 III. Revenue/Expenditure Actual vs. Budget as of 08/31/2022 Local Roads Fund 203  
 IV. Revenue/Expenditure Actual vs. Budget as of 08/31/2022 Capital Projects Fund 401

**TREASURER'S DOCUMENTS FOR MEETING - NEW BUSINESS:***VI. Invoices for review*

## Carlisle Wortman -

Monthly Retainer (September 2022)	\$	1,545.00
Code Enforcement	\$	509.86
2022 Planning Consultation	\$	-
2022 General Consultation	\$	-

<b>Sub Total</b>	<b>\$</b>	<b>2,054.86</b>
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## HRC -

MS4 Permit Assistance	\$	-
Professional	\$	-

<b>Sub Total</b>	<b>\$</b>	<b>-</b>
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## Tom Ryan-

Court/Prosecution	\$	-
Professional Services	\$	-
	\$	-

<b>Sub total Invoices for review</b>	<b>\$</b>	<b>2,054.86</b>
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## VII. Other Checks for Review

\$	-
\$	-
\$	-
\$	-

<b>Total Other Checks for Review</b>	<b>\$</b>	<b>-</b>
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<b>Grand Total</b>	<b>\$</b>	<b>2,054.86</b>
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PERIOD ENDING 08/31/2022

GL NUMBER	DESCRIPTION	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	YTD BALANCE 08/31/2022	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL						
Revenues						
Dept 000 - GENERAL						
101-000-402.000	CURRENT TAX REVENUES	575,000.00	575,000.00	81,221.04	493,778.96	14.13
101-000-445.000	INTEREST & PENALTY REVENUES	500.00	500.00	0.00	500.00	0.00
101-000-452.000	CABLE TV FRANCHISE FEES	13,916.00	13,916.00	3,710.59	10,205.41	26.66
101-000-452.001	IN-KIND FEES/PEG FEES AT&T	5,097.00	5,097.00	1,099.35	3,997.65	21.57
101-000-477.000	PERMIT FEES	28,000.00	28,000.00	2,617.00	25,383.00	9.35
101-000-478.000	DOG LICENSES REVENUE	1,000.00	1,000.00	265.00	735.00	26.50
101-000-501.000	COMM DEV BLOCK GRANT - CDBG	8,000.00	8,000.00	0.00	8,000.00	0.00
101-000-502.000	P- GRANTS	0.00	0.00	3,050.00	(3,050.00)	100.00
101-000-573.000	LOCAL COMMUNITY STABILIZATION SHARE-PP	1,150.00	1,150.00	0.00	1,150.00	0.00
101-000-574.001	STATE REVENUE SHARING/SALES TAX	87,600.00	87,600.00	18,799.00	68,801.00	21.46
101-000-574.002	STATE LIQUOR CONTROL COMM	3,531.00	3,531.00	2,704.15	826.85	76.58
101-000-580.000	ENHANCED ACCESS REVENUE SHARING	725.00	725.00	127.41	597.59	17.57
101-000-606.000	DISTRICT COURT REVENUE	4,209.00	4,209.00	540.41	3,668.59	12.84
101-000-664.000	INTEREST EARNED	500.00	500.00	116.97	383.03	23.39
101-000-666.000	DIVIDENDS AND REBATES	1,000.00	1,000.00	1,630.00	(630.00)	163.00
101-000-667.000	GAZEBO RENTALS	4,000.00	4,000.00	675.00	3,325.00	16.88
101-000-668.000	EQUIPMENT RENTAL	25,000.00	25,000.00	0.00	25,000.00	0.00
101-000-671.000	MISCELLANEOUS INCOME	2,000.00	2,000.00	2,691.25	(691.25)	134.56
101-000-671.001	SPECIAL EVENTS REVENUE	2,500.00	2,500.00	0.00	2,500.00	0.00
101-000-699.390	TRANSFER IN FROM FUND BALANCE	116,000.00	116,000.00	0.00	116,000.00	0.00
Total Dept 000 - GENERAL		879,728.00	879,728.00	119,247.17	760,480.83	13.56
TOTAL REVENUES		879,728.00	879,728.00	119,247.17	760,480.83	13.56
Expenditures						
Dept 101 - COUNCIL						
101-101-703.000	SALARY - COUNCIL & MAYOR	7,750.00	7,750.00	0.00	7,750.00	0.00
101-101-955.000	MISC EXPENSE	1,700.00	1,700.00	33.46	1,666.54	1.97
101-101-958.000	DUES & CONFERENCES	4,500.00	4,500.00	580.40	3,919.60	12.90
Total Dept 101 - COUNCIL		13,950.00	13,950.00	613.86	13,336.14	4.40
Dept 172 - ADMINISTRATION						
101-172-714.000	MERS - EMPLOYEE MATCH	3,730.00	3,730.00	0.00	3,730.00	0.00
Total Dept 172 - ADMINISTRATION		3,730.00	3,730.00	0.00	3,730.00	0.00
Dept 215 - CLERK						
101-215-703.001	SALARY - CLERK	35,000.00	35,000.00	6,538.45	28,461.55	18.68
101-215-726.000	SUPPLIES	72.00	72.00	0.00	72.00	0.00
101-215-901.000	PUBLICATIONS	2,215.00	2,215.00	387.10	1,827.90	17.48
101-215-958.000	DUES & CONFERENCES	200.00	200.00	0.00	200.00	0.00
Total Dept 215 - CLERK		37,487.00	37,487.00	6,925.55	30,561.45	18.47
Dept 223 - AUDIT						
101-223-805.000	AUDIT FEES	10,800.00	10,800.00	0.00	10,800.00	0.00
Total Dept 223 - AUDIT		10,800.00	10,800.00	0.00	10,800.00	0.00

PERIOD ENDING 08/31/2022

GL NUMBER	DESCRIPTION	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	YTD BALANCE 08/31/2022	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL						
Expenditures						
Dept 253 - TREASURER						
101-253-703.002	SALARY - TREASURER	25,750.00	25,750.00	4,923.06	20,826.94	19.12
101-253-726.000	SUPPLIES	1,236.00	1,236.00	265.92	970.08	21.51
101-253-800.000	BANK FEES	400.00	400.00	50.00	350.00	12.50
101-253-853.000	COMPUTER SUPPORT	3,605.00	3,605.00	2,241.00	1,364.00	62.16
Total Dept 253 - TREASURER		30,991.00	30,991.00	7,479.98	23,511.02	24.14
Dept 257 - ASSESSOR						
101-257-804.000	ASSESSING - OAKLAND COUNTY	8,000.00	8,000.00	8,092.38	(92.38)	101.15
Total Dept 257 - ASSESSOR		8,000.00	8,000.00	8,092.38	(92.38)	101.15
Dept 262 - ELECTIONS						
101-262-701.000	ELECTION FEES/PER DIEM	2,200.00	2,200.00	1,510.00	690.00	68.64
101-262-726.000	SUPPLIES	1,200.00	1,200.00	49.34	1,150.66	4.11
101-262-901.000	PUBLICATIONS	350.00	350.00	260.70	89.30	74.49
Total Dept 262 - ELECTIONS		3,750.00	3,750.00	1,820.04	1,929.96	48.53
Dept 264 - ADMINISTRATIVE						
101-264-701.002	SALARY - ADMIN ASSISTANT	11,350.00	11,350.00	1,741.86	9,608.14	15.35
101-264-703.003	SALARY - CITY MANAGER	41,200.00	41,200.00	7,876.94	33,323.06	19.12
101-264-727.000	OFFICE SUPPLIES	4,120.00	4,120.00	504.74	3,615.26	12.25
101-264-727.001	POSTAGE	499.00	499.00	0.00	499.00	0.00
101-264-805.001	PROFESSIONAL & CONTRACTUAL SERVICES	2,200.00	2,200.00	206.97	1,993.03	9.41
101-264-850.000	TELEPHONE	8,500.00	8,500.00	1,472.82	7,027.18	17.33
101-264-852.000	TECHNOLOGY/INTERNET	9,100.00	9,100.00	1,275.15	7,824.85	14.01
101-264-860.000	MILEAGE/CONFERENCE	1,000.00	1,000.00	241.25	758.75	24.13
101-264-941.000	RICOH COPIER LEASE	2,500.00	2,500.00	405.30	2,094.70	16.21
101-264-955.000	DOG LICENSES FEES	1,000.00	1,000.00	0.00	1,000.00	0.00
Total Dept 264 - ADMINISTRATIVE		81,469.00	81,469.00	13,725.03	67,743.97	16.85
Dept 265 - BUILDING AND GROUNDS						
101-265-705.000	BUILDING MAINTENANCE LABOR	4,300.00	4,300.00	701.25	3,598.75	16.31
101-265-705.001	BUILDING MAINTENANCE O/T LABOR	600.00	600.00	0.00	600.00	0.00
101-265-706.000	VILLAGE GROUNDS PARK LABOR	27,000.00	27,000.00	7,311.25	19,688.75	27.08
101-265-706.001	DPW-VILL GROUNDS OT PARK LABOR	3,000.00	3,000.00	1,681.50	1,318.50	56.05
101-265-726.004	SUPPLIES-VH BUILDING	2,650.00	2,650.00	769.42	1,880.58	29.03
101-265-728.000	PARK MATERIALS	19,000.00	19,000.00	4,857.84	14,142.16	25.57
101-265-818.000	RUBBISH COLLECTION	750.00	750.00	200.12	549.88	26.68
101-265-920.000	DETROIT EDISON-VH	2,306.00	2,306.00	223.64	2,082.36	9.70
101-265-921.000	CONSUMERS ENERGY-VH	1,702.00	1,702.00	31.30	1,670.70	1.84
101-265-923.000	DTE UPPER PARKING LOT	2,463.00	2,463.00	143.27	2,319.73	5.82
101-265-923.001	DTE DEPOT PARK	263.00	263.00	0.00	263.00	0.00
101-265-924.000	SEWER & WATER-VH	893.00	893.00	199.44	693.56	22.33
101-265-931.000	BUILDING MAINTENANCE-VH	250.00	250.00	92.66	157.34	37.06
101-265-934.000	MILL POND ASSESSMENT	117.00	117.00	0.00	117.00	0.00
101-265-935.000	STORM WATER DISCHARGE PERMIT	800.00	800.00	0.00	800.00	0.00
101-265-956.000	WATER LEVEL CONTROL	128.00	128.00	0.00	128.00	0.00
101-265-957.000	CDBG DISBURSEMENTS	8,000.00	8,000.00	0.00	8,000.00	0.00

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GL NUMBER	DESCRIPTION	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	YTD BALANCE 08/31/2022	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL						
Expenditures						
101-265-961.001	PROPERTY INSURANCE	832.00	832.00	832.00	0.00	100.00
101-265-961.003	GENERAL LIABILITY INSURANCE	3,499.00	3,499.00	3,499.00	0.00	100.00
101-265-961.004	PROPERTY INSURANCE-OPEN SPACES	778.00	778.00	778.00	0.00	100.00
Total Dept 265 - BUILDING AND GROUNDS		79,331.00	79,331.00	21,320.69	58,010.31	26.88
Dept 266 - ATTORNEY						
101-266-803.000	LEGAL FEES	30,000.00	30,000.00	3,562.50	26,437.50	11.88
Total Dept 266 - ATTORNEY		30,000.00	30,000.00	3,562.50	26,437.50	11.88
Dept 281 - WATERSHED COUNCIL						
101-281-956.002	CLINTON RIVER WATERSHED EXPENSES	850.00	850.00	350.00	500.00	41.18
Total Dept 281 - WATERSHED COUNCIL		850.00	850.00	350.00	500.00	41.18
Dept 301 - POLICE						
101-301-802.000	LAW ENFORCEMENT	140,436.00	140,436.00	33,918.71	106,517.29	24.15
Total Dept 301 - POLICE		140,436.00	140,436.00	33,918.71	106,517.29	24.15
Dept 336 - FIRE						
101-336-802.001	FIRE PROTECTION - IND TWP	166,361.00	166,361.00	40,603.98	125,757.02	24.41
Total Dept 336 - FIRE		166,361.00	166,361.00	40,603.98	125,757.02	24.41
Dept 370 - CODE ENFORCEMENT OFFICER						
101-370-703.010	SALARY - ENFORCEMENT OFFICER	6,800.00	6,800.00	648.92	6,151.08	9.54
101-370-729.000	SUPPLIES	200.00	200.00	0.00	200.00	0.00
Total Dept 370 - CODE ENFORCEMENT OFFICER		7,000.00	7,000.00	648.92	6,351.08	9.27
Dept 371 - BUILDING INSPECTION						
101-371-703.004	SALARY - BLDG INSPECTORS	10,000.00	10,000.00	910.00	9,090.00	9.10
101-371-809.000	BLDG DEPT PROFESSIONAL FEES	18,000.00	18,000.00	3,090.00	14,910.00	17.17
Total Dept 371 - BUILDING INSPECTION		28,000.00	28,000.00	4,000.00	24,000.00	14.29
Dept 441 - DPW						
101-441-709.000	HEALTH INSURANCE	5,850.00	5,850.00	829.38	5,020.62	14.18
101-441-710.000	DPW LEAVE & HOLIDAY PAY	3,600.00	3,600.00	960.00	2,640.00	26.67
101-441-711.000	DPW WAGES FOR PARADES	650.00	650.00	0.00	650.00	0.00
101-441-711.001	DPW WAGES FOR TASTE OF CLARKSTON	1,200.00	1,200.00	0.00	1,200.00	0.00
101-441-711.006	DPW WAGES FOR CONCERTS IN THE PARK	300.00	300.00	288.00	12.00	96.00
101-441-711.007	DPW WAGES FOR ART IN THE VILLAGE	300.00	300.00	0.00	300.00	0.00
101-441-720.000	PHYSICAL EXPENSE	300.00	300.00	0.00	300.00	0.00
101-441-750.000	DPW SUPPLIES	2,966.00	2,966.00	0.00	2,966.00	0.00
101-441-850.001	TELEPHONE - DPW	945.00	945.00	150.00	795.00	15.87
101-441-932.001	EQUIPMENT MAINTENANCE	1,550.00	1,550.00	373.63	1,176.37	24.11



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GL NUMBER	DESCRIPTION	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	YTD BALANCE 08/31/2022	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL						
Expenditures						
101-441-940.004	NEW LEASE SPACE	18,637.00	18,637.00	0.00	18,637.00	0.00
Total Dept 441 - DPW		36,298.00	36,298.00	2,601.01	33,696.99	7.17
Dept 446 - HIGHWAY, STREETS, BRIDGES						
101-446-704.001	DPW LABOR-PICKUP TRUCK	800.00	800.00	44.00	756.00	5.50
101-446-704.002	DPW LABOR-DUMP TRUCK	1,500.00	1,500.00	0.00	1,500.00	0.00
101-446-704.003	DPW LABOR-LOADER	200.00	200.00	0.00	200.00	0.00
101-446-704.004	DPW LABOR-TRACTOR	600.00	600.00	374.00	226.00	62.33
101-446-704.005	DPW LABOR-SWEEPER	100.00	100.00	0.00	100.00	0.00
101-446-704.007	DPW LABOR-LIFT	100.00	100.00	0.00	100.00	0.00
101-446-726.005	SUPPLIES	100.00	100.00	0.00	100.00	0.00
101-446-817.001	TREE TRIMMING & MAINTENANCE	3,500.00	3,500.00	0.00	3,500.00	0.00
101-446-860.001	MILEAGE/CONFERENCE/TRAINING	400.00	400.00	0.00	400.00	0.00
101-446-861.001	MATERIAL & OUTSIDE LABOR-PICKUP TRUCK	2,500.00	2,500.00	0.00	2,500.00	0.00
101-446-861.003	MATERIAL & OUTSIDE LABOR-LOADER	500.00	500.00	0.00	500.00	0.00
101-446-861.004	MATERIAL & OUTSIDE LABOR-LIFT	350.00	350.00	0.00	350.00	0.00
101-446-861.005	MATERIAL & OUTSIDE LABOR-TRACTOR	200.00	200.00	0.00	200.00	0.00
101-446-861.007	MATERIAL & OUTSIDE LABOR-DUMP TRUCK	1,400.00	1,400.00	0.00	1,400.00	0.00
101-446-862.000	FUEL & OIL FOR EQUIPMENT	4,500.00	4,500.00	840.23	3,659.77	18.67
101-446-961.005	EQUIPMENT INSURANCE	3,386.00	3,386.00	3,386.00	0.00	100.00
101-446-970.001	DPW EQUIPMENT	4,200.00	4,200.00	129.38	4,070.62	3.08
Total Dept 446 - HIGHWAY, STREETS, BRIDGES		24,336.00	24,336.00	4,773.61	19,562.39	19.62
Dept 448 - STREET LIGHTING						
101-448-926.000	DTE STREET LIGHTING	13,630.00	13,630.00	1,220.51	12,409.49	8.95
Total Dept 448 - STREET LIGHTING		13,630.00	13,630.00	1,220.51	12,409.49	8.95
Dept 721 - PLANNING						
101-721-717.000	PLANNING COMMISSION	3,500.00	3,500.00	0.00	3,500.00	0.00
101-721-810.001	ENGINEERING SERVICES	10,500.00	10,500.00	0.00	10,500.00	0.00
101-721-811.000	PLANNER FEES	8,000.00	8,000.00	110.00	7,890.00	1.38
Total Dept 721 - PLANNING		22,000.00	22,000.00	110.00	21,890.00	0.50
Dept 723 - HISTORIC DISTRICT						
101-723-956.003	HISTORIC DIST COMMISSION EXP	3,500.00	3,500.00	150.00	3,350.00	4.29
Total Dept 723 - HISTORIC DISTRICT		3,500.00	3,500.00	150.00	3,350.00	4.29
Dept 851 - INSURANCES						
101-851-961.002	ERRORS & OMISSIONS INSURANCE	7,750.00	7,750.00	7,750.00	0.00	100.00
Total Dept 851 - INSURANCES		7,750.00	7,750.00	7,750.00	0.00	100.00
Dept 862 - EMPLOYER MEDICARE AND SOCIAL SECURITY						
101-862-715.000	CITY FICA EXPENSE	12,100.00	12,100.00	2,481.71	9,618.29	20.51

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GL NUMBER	DESCRIPTION	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	YTD BALANCE 08/31/2022	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL						
Expenditures						
Total Dept 862 - EMPLOYER MEDICARE AND SOCIAL SECURITY		12,100.00	12,100.00	2,481.71	9,618.29	20.51
Dept 870 - UNEMPLOYMENT INSURANCE						
101-870-719.000	CITY SUTA MESC EXPENSE	2,000.00	2,000.00	85.71	1,914.29	4.29
Total Dept 870 - UNEMPLOYMENT INSURANCE		2,000.00	2,000.00	85.71	1,914.29	4.29
Dept 871 - WORKERS COMPENSATION						
101-871-722.000	WORKMAN'S COMPENSATION	1,623.00	1,623.00	1,623.00	0.00	100.00
Total Dept 871 - WORKERS COMPENSATION		1,623.00	1,623.00	1,623.00	0.00	100.00
Dept 906 - DEBT SERVICE						
101-906-995.006	INTEREST EXPENSE - GF - CITY HALL	3,000.00	3,000.00	0.00	3,000.00	0.00
Total Dept 906 - DEBT SERVICE		3,000.00	3,000.00	0.00	3,000.00	0.00
Dept 999 - TRANSFERS OUT						
101-999-999.203	TRANSFER OUT TO LOCAL STREETS	1,423.00	1,423.00	0.00	1,423.00	0.00
101-999-999.401	TRANSFER OUT TO CAPITAL PROJECT FUND	109,913.00	109,913.00	0.00	109,913.00	0.00
Total Dept 999 - TRANSFERS OUT		111,336.00	111,336.00	0.00	111,336.00	0.00
TOTAL EXPENDITURES		879,728.00	879,728.00	163,857.19	715,870.81	18.63
Fund 101 - GENERAL:						
TOTAL REVENUES		879,728.00	879,728.00	119,247.17	760,480.83	13.56
TOTAL EXPENDITURES		879,728.00	879,728.00	163,857.19	715,870.81	18.63
NET OF REVENUES & EXPENDITURES		0.00	0.00	(44,610.02)	44,610.02	100.00

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GL NUMBER	DESCRIPTION	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	YTD BALANCE 08/31/2022	AVAILABLE BALANCE	% BGDGT USED
Fund 202 - MAJOR STREET						
Revenues						
Dept 000 - GENERAL						
202-000-574.000	STATE SHARED REVENUES	76,500.00	76,500.00	12,515.76	63,984.24	16.36
Total Dept 000 - GENERAL		76,500.00	76,500.00	12,515.76	63,984.24	16.36
TOTAL REVENUES		76,500.00	76,500.00	12,515.76	63,984.24	16.36
Expenditures						
Dept 451 - NON-WINTER						
202-451-703.005	SALARY - NON-WINTER MAINTENANCE	12,000.00	12,000.00	3,290.46	8,709.54	27.42
202-451-703.008	SALARY - NON-WINTER O/T MAINT	600.00	600.00	274.03	325.97	45.67
202-451-726.001	SUPPLIES & MTLs - NON-WINTER MAINT	1,839.00	1,839.00	0.00	1,839.00	0.00
202-451-775.000	TOOLS - NON-WINTER MAINTENANCE	400.00	400.00	400.00	0.00	100.00
202-451-776.000	CRACK FILL - MAJOR RD - NON-WINTER	3,500.00	3,500.00	0.00	3,500.00	0.00
Total Dept 451 - NON-WINTER		18,339.00	18,339.00	3,964.49	14,374.51	21.62
Dept 452 - TRAFFIC						
202-452-777.000	TRAFFIC SERVICES	2,000.00	2,000.00	0.00	2,000.00	0.00
202-452-945.000	EQUIPMENT RENTAL	7,500.00	7,500.00	0.00	7,500.00	0.00
202-452-966.000	STATE TRUNKLINE OVERHEAD	234.00	234.00	0.00	234.00	0.00
Total Dept 452 - TRAFFIC		9,734.00	9,734.00	0.00	9,734.00	0.00
Dept 453 - WINTER						
202-453-703.006	SALARY - WINTER MAINTENANCE	11,300.00	11,300.00	0.00	11,300.00	0.00
202-453-703.009	SALARY - WINTER MAINT O/T	4,600.00	4,600.00	0.00	4,600.00	0.00
202-453-726.002	SUPPLIES & MTLs - WINTER MAINT	600.00	600.00	0.00	600.00	0.00
202-453-775.001	SMALL TOOLS - WINTER MAINT	200.00	200.00	0.00	200.00	0.00
202-453-778.000	SALT - WINTER SIDEWALK	750.00	750.00	0.00	750.00	0.00
202-453-778.001	SALT - WINTER MAINTENANCE	3,920.00	3,920.00	0.00	3,920.00	0.00
202-453-945.001	EQUIPMENT RENTAL - WINTER	14,000.00	14,000.00	0.00	14,000.00	0.00
Total Dept 453 - WINTER		35,370.00	35,370.00	0.00	35,370.00	0.00
Dept 862 - EMPLOYER MEDICARE AND SOCIAL SECURITY						
202-862-715.000	CITY FICA EXPENSE	2,300.00	2,300.00	272.67	2,027.33	11.86
Total Dept 862 - EMPLOYER MEDICARE AND SOCIAL SECURITY		2,300.00	2,300.00	272.67	2,027.33	11.86
Dept 870 - UNEMPLOYMENT INSURANCE						
202-870-719.000	CITY SUTA MESC EXPENSE	500.00	500.00	0.00	500.00	0.00
Total Dept 870 - UNEMPLOYMENT INSURANCE		500.00	500.00	0.00	500.00	0.00
Dept 999 - TRANSFERS OUT						
202-999-999.203	TRANSFER OUT TO LOCAL STREETS	10,257.00	10,257.00	0.00	10,257.00	0.00
Total Dept 999 - TRANSFERS OUT		10,257.00	10,257.00	0.00	10,257.00	0.00

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GL NUMBER	DESCRIPTION	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	YTD BALANCE 08/31/2022	AVAILABLE BALANCE	% BDGT USED
Fund 202 - MAJOR STREET Expenditures						
TOTAL EXPENDITURES		76,500.00	76,500.00	4,237.16	72,262.84	5.54
Fund 202 - MAJOR STREET:						
TOTAL REVENUES		76,500.00	76,500.00	12,515.76	63,984.24	16.36
TOTAL EXPENDITURES		76,500.00	76,500.00	4,237.16	72,262.84	5.54
NET OF REVENUES & EXPENDITURES		0.00	0.00	8,278.60	(8,278.60)	100.00

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GL NUMBER	DESCRIPTION	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	YTD BALANCE 08/31/2022	AVAILABLE BALANCE	% BGD USED
Fund 203 - LOCAL STREET						
Revenues						
Dept 000 - GENERAL						
203-000-574.000	STATE SHARED REVENUES	25,500.00	25,500.00	4,345.30	21,154.70	17.04
203-000-699.101	TRANSFER IN FROM GENERAL FUND	1,423.00	1,423.00	0.00	1,423.00	0.00
203-000-699.202	TRANSFER IN FROM MAJOR ROAD FUND	10,257.00	10,257.00	0.00	10,257.00	0.00
Total Dept 000 - GENERAL		37,180.00	37,180.00	4,345.30	32,834.70	11.69
TOTAL REVENUES		37,180.00	37,180.00	4,345.30	32,834.70	11.69
Expenditures						
Dept 451 - NON-WINTER						
203-451-703.005	SALARY - NON-WINTER MAINTENANCE	4,600.00	4,600.00	1,217.04	3,382.96	26.46
203-451-703.008	SALARY - NON-WINTER O/T MAINT	200.00	200.00	101.35	98.65	50.68
203-451-726.001	SUPPLIES & MTLs - NON-WINTER MAINT	800.00	800.00	122.16	677.84	15.27
203-451-775.000	TOOLS - NON-WINTER MAINTENANCE	200.00	200.00	412.79	(212.79)	206.40
203-451-776.001	LOCAL CRACK FILL	3,500.00	3,500.00	0.00	3,500.00	0.00
Total Dept 451 - NON-WINTER		9,300.00	9,300.00	1,853.34	7,446.66	19.93
Dept 452 - TRAFFIC						
203-452-945.000	EQUIPMENT RENTAL	5,000.00	5,000.00	0.00	5,000.00	0.00
203-452-966.000	STATE TRUNKLINE OVERHEAD	100.00	100.00	0.00	100.00	0.00
Total Dept 452 - TRAFFIC		5,100.00	5,100.00	0.00	5,100.00	0.00
Dept 453 - WINTER						
203-453-703.006	SALARY - WINTER MAINTENANCE	4,200.00	4,200.00	0.00	4,200.00	0.00
203-453-703.009	SALARY - WINTER MAINT O/T	2,100.00	2,100.00	0.00	2,100.00	0.00
203-453-726.002	SUPPLIES & MTLs - WINTER MAINT	120.00	120.00	0.00	120.00	0.00
203-453-775.001	SMALL TOOLS - WINTER MAINT	100.00	100.00	0.00	100.00	0.00
203-453-778.000	SALT - WINTER SIDEWALK	750.00	750.00	0.00	750.00	0.00
203-453-778.001	SALT - WINTER MAINTENANCE	2,300.00	2,300.00	0.00	2,300.00	0.00
203-453-945.001	EQUIPMENT RENTAL - WINTER	12,000.00	12,000.00	0.00	12,000.00	0.00
203-453-955.001	MISC EXPENSE - WINTER MAINT	100.00	100.00	0.00	100.00	0.00
Total Dept 453 - WINTER		21,670.00	21,670.00	0.00	21,670.00	0.00
Dept 862 - EMPLOYER MEDICARE AND SOCIAL SECURITY						
203-862-715.000	CITY FICA EXPENSE	850.00	850.00	100.87	749.13	11.87
Total Dept 862 - EMPLOYER MEDICARE AND SOCIAL SECURITY		850.00	850.00	100.87	749.13	11.87
Dept 870 - UNEMPLOYMENT INSURANCE						
203-870-719.000	CITY SUTA MESC EXPENSE	260.00	260.00	0.00	260.00	0.00
Total Dept 870 - UNEMPLOYMENT INSURANCE		260.00	260.00	0.00	260.00	0.00
TOTAL EXPENDITURES		37,180.00	37,180.00	1,954.21	35,225.79	5.26

PERIOD ENDING 08/31/2022

GL NUMBER	DESCRIPTION	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	YTD BALANCE 08/31/2022	AVAILABLE BALANCE	% BDGT USED
Fund 203 - LOCAL STREET						
Fund 203 - LOCAL STREET:						
	TOTAL REVENUES	37,180.00	37,180.00	4,345.30	32,834.70	11.69
	TOTAL EXPENDITURES	37,180.00	37,180.00	1,954.21	35,225.79	5.26
	NET OF REVENUES & EXPENDITURES	0.00	0.00	2,391.09	(2,391.09)	100.00

PERIOD ENDING 08/31/2022

GL NUMBER	DESCRIPTION	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	YTD BALANCE 08/31/2022	AVAILABLE BALANCE	% BDGT USED
Fund 401 - CAPITAL PROJECT FUND						
Revenues						
Dept 000 - GENERAL						
401-000-699.101	TRANSFER IN FROM GENERAL FUND	109,913.00	109,913.00	0.00	109,913.00	0.00
401-000-699.231	TRANSFER IN FROM PARKING FUND	55,000.00	55,000.00	0.00	55,000.00	0.00
Total Dept 000 - GENERAL		164,913.00	164,913.00	0.00	164,913.00	0.00
TOTAL REVENUES		164,913.00	164,913.00	0.00	164,913.00	0.00
Expenditures						
Dept 265 - BUILDING AND GROUNDS						
401-265-728.000-FY17	FRIEND FRIENDS OF DEPOT PARK	5,500.00	5,500.00	1,246.14	4,253.86	22.66
Total Dept 265 - BUILDING AND GROUNDS		5,500.00	5,500.00	1,246.14	4,253.86	22.66
Dept 446 - HIGHWAY, STREETS, BRIDGES						
401-446-817.000	TREE PLANTING	3,000.00	3,000.00	0.00	3,000.00	0.00
401-446-819.000	STREET SIGNS & POSTS	1,000.00	1,000.00	0.00	1,000.00	0.00
401-446-970.007	SAFETY CROSSWALK PAINT/TAPE	4,400.00	4,400.00	0.00	4,400.00	0.00
Total Dept 446 - HIGHWAY, STREETS, BRIDGES		8,400.00	8,400.00	0.00	8,400.00	0.00
Dept 901 - CAPITAL OUTLAY						
401-901-805.001	PROFESSIONAL & CONTRACTUAL SERVICES	40,463.00	40,463.00	2,500.00	37,963.00	6.18
401-901-970.005	SIDEWALK REPAIR	18,000.00	18,000.00	0.00	18,000.00	0.00
401-901-970.006	RESURFACING OF ROADS	79,500.00	79,500.00	0.00	79,500.00	0.00
401-901-970.011	DPW TRUCKS & LARGE EQUIPMENT	2,950.00	2,950.00	0.00	2,950.00	0.00
401-901-970.013	OFFICE FURNITURE	2,600.00	2,600.00	0.00	2,600.00	0.00
401-901-970.014	SECURITY SYSTEMS AND CAMERA	7,500.00	7,500.00	0.00	7,500.00	0.00
Total Dept 901 - CAPITAL OUTLAY		151,013.00	151,013.00	2,500.00	148,513.00	1.66
TOTAL EXPENDITURES		164,913.00	164,913.00	3,746.14	161,166.86	2.27
Fund 401 - CAPITAL PROJECT FUND:						
TOTAL REVENUES		164,913.00	164,913.00	0.00	164,913.00	0.00
TOTAL EXPENDITURES		164,913.00	164,913.00	3,746.14	161,166.86	2.27
NET OF REVENUES & EXPENDITURES		0.00	0.00	(3,746.14)	3,746.14	100.00
TOTAL REVENUES - ALL FUNDS						
		1,158,321.00	1,158,321.00	136,108.23	1,022,212.77	11.75
TOTAL EXPENDITURES - ALL FUNDS						
		1,158,321.00	1,158,321.00	173,794.70	984,526.30	15.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	(37,686.47)	37,686.47	100.00



**Carlisle | Wortman**  
ASSOCIATES, INC.

117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

*Code Enforcement Services Division*

TIN# 38-298-9393

INVOICE

Jonathan Smith, City Mgr.  
City of the Village of Clarkston  
375 Depot Street  
Clarkston, MI 48346

Invoice No. 2166388  
Client No.: 1035  
Date: 09/16/22  
Period End: 8/31/2022

Building Administration

8/3/2022 SW Monthly Retainer

2022 Monthly Retainer = \$1,545.00

SUBTOTAL DUE THIS INVOICE

\$1,545.00

JS

101-371-809.000





**Carlisle | Wortman**  
ASSOCIATES, INC.

117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

*Code Enforcement Services Division*

**TIN# 38-2989393**

**INVOICE**

Jonathan Smith, City Mgr.  
City of the Village of Clarkston  
375 Depot Street  
Clarkston, MI 48346

Invoice No. 2166389  
Client No.: 1035  
Date: 09/16/22  
Period End: 8/31/2022

Code Enforcement

8/1/2022	SK	Code Enforcement Jonathan emailed response re: 74 Washington and let me know the status of Hoonhaus.	1.00 hr. @	\$46.35/hr	\$46.35
8/9/2022	SK	Code Enforcement - Rounds	1.50 hr. @	\$46.35/hr	\$69.53
8/16/2022	SK	Code Enforcement. Rounds and discussions with Jonathan re: Hoonhaus house painting.	2.00 hr. @	\$46.35/hr	\$92.70
8/22/2022	SK	Email from Jennifer re: FOIA for all my violation letter for Chet Pardee.	0.50 hr. @	\$46.35/hr	\$23.18
8/23/2022	SK	Code Enforcement Spoke with Jonathan re: small issues in town. Keeping an eye on overlook for overgrowth.	3.00 hr. @	\$46.35/hr	\$139.05
8/29/2022	SK	Code Enforcement Rounds Pulling info together for FOIA	3.00 hr. @	\$46.35/hr	\$139.05

**SUBTOTAL DUE THIS INVOICE**

**\$509.86**

101-370-703.010

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

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This Agreement (the "Agreement") is made between Oakland County, a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and City of Clarkston ("Public Body") 375 Depot, Clarkston, MI 48346. County and Public Body may also be referred to jointly as "Parties".

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

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

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

- 1.5. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
- 1.6. **Public Body** means the City of Clarkston which is an entity created by state or local authority or which is primarily funded by or through state or local authority, including, but not limited to, its council, its Board, its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors. For purposes of this Agreement, Public Body includes any Michigan court, when acting in concert with its funding unit, to obtain I.T. Services.
- 1.7. **Public Body Employee** means any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Public Body, licensees, concessionaires, contractors, subcontractors, independent contractors, agents, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal, representative or official capacities), and/or any persons acting by, through, under, or in concert with any of the above who have access to the I.T. Services provided under this Agreement. "Public Body Employee" shall also include any person who was a Public Body Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.8. **Points of Contact** mean the individuals designated by Public Body and identified to County to act as primary and secondary contacts for communication and other purposes as described herein.
- 1.9. **I.T. Services** means the following individual I.T. Services provided by County's Department of Information Technology, if applicable:
  - 1.9.1. **Online Payments** mean the ability to accept payment of monies owed to Public Body initiated via a website maintained by County using a credit card, a debit card that functions as a credit card, or electronic debit of a checking account.
  - 1.9.2. **Over The Counter Payments** means the ability to accept payment of monies owed to Public Body initiated via a credit card reader attached to an on-premise computer with access to a website maintained by County using a credit card or a debit card that functions as a credit card.
  - 1.9.3. **Pay Local Taxes** means the ability to accept payment of local property taxes owed to Public Body initiated via a website maintained by County using a credit card, a debit card that functions as a credit card, or an electronic debit of a checking account. (Does not apply to Public Bodies outside of Oakland County).
  - 1.9.4. **Jury Management System** means a subscription based software that facilitates the selection and communication with potential and selected individuals who may serve as jurors.
  - 1.9.5. **Collaborative Asset Management System ("CAMS")** means providing for the collaborative use of information related to public assets, such as water, sanitary sewer, and/or storm sewer infrastructure, that is managed by various governmental entities participating in the CAMS within the County of Oakland in order to promote the effective maintenance and care of these assets.
  - 1.9.6. **Data Center Use & Services** means providing space for Public Body's equipment in County's Data Center and access to electrical power and backup power.

- 1.9.7. **Remedial Support Services** means providing Public Body assistance with diagnosis and configuration of Public Body owned system components.
- 1.9.8. **Oaknet Connectivity** means use of communication lines and network equipment maintained by County for the transmission of digital information whether leased or owned by County.
- 1.9.9. **Internet Service** means access to the Internet from Public Body's work stations. Access from the Internet to Public Body's applications, whether at County or at Public Body (hosting), is not included.
- 1.9.10. **CLEMIS** means the Court and Law Enforcement Management Information System, an information management system comprised of specific software applications (CLEMIS Applications) operated and maintained by the CLEMIS Division of County.
- 1.9.11. **ArcGIS Online** means the ability to access a web based, collaborative Geographic Information System (GIS) that allows users having an ArcGIS Online (AGO) Named User account to create and share maps, applications (apps), layers, analytics, and data in Environmental Systems Research Institute, Inc.'s ("ESRI") secure cloud.
- 1.9.12. **Data Sharing** means the ability for the Public Body to utilize Access Oakland Products and data owned and maintained by the County on or in relation to its Geographic Information System (GIS).
- 1.9.13. **Pictometry Licensed Products** means the ability to use a Geographic Information System (GIS) solution that allows authorized users to access Pictometry-hosted high-resolution, orthogonal and oblique imagery.
- 1.9.14. **Security Best Practices Advice** means providing information on tools that may be used to enhance network security posture.
- 1.10. **Service Center** means the location of technical support and information provided by County's Department of Information Technology.
- 1.11. **Exhibits** mean the following descriptions of I.T. Services which are governed by this Agreement only if they are attached to this Agreement and selected below or added at a later date by a formal amendment to this Agreement:
- Exhibit I: Online Payments
  - Exhibit II: Over The Counter Payments
  - Exhibit III: Pay Local Taxes
  - Exhibit IV: Jury Management System
  - Exhibit V: Collaborative Asset Management System (CAMS)
  - Exhibit VI: Remedial Support Services
  - Exhibit VII: Data Center Use and Services
  - Exhibit VIII: Oaknet Connectivity
  - Exhibit IX: Internet Service
  - Exhibit X: CLEMIS
  - Exhibit XI: ArcGIS Online

- X Exhibit XII: Data Sharing
- Exhibit XIII: Pictometry Licensed Products
- Exhibit XIV: Security Best Practice Advice

## 2. COUNTY RESPONSIBILITIES.

- 2.1. County, through its Department of Information Technology, shall provide the I.T. Services selected above which are attached and incorporated into this Agreement.
- 2.2. County shall support the I.T. Services as follows:
  - 2.2.1. **Access.** County will provide secure access to I.T. Services for use on hardware provided by Public Body as part of its own computer system or as otherwise provided in an Exhibit to this Agreement.
  - 2.2.2. **Maintenance and Availability.** County will provide maintenance to its computer system to ensure that the I.T. Services are functional, operational, and work for intended purposes. Such maintenance to County's system will include "bug" fixes, patches, and upgrades, such as software, hardware, database and network upgrades. The impact of patches and/or upgrades to the applications will be thoroughly evaluated by County and communicated to Public Body through their Points of Contact prior to implementation in Public Body's production environment. County will reserve scheduled maintenance windows to perform these work activities. These maintenance windows will be outlined specifically for each application in the attached Exhibits.
    - 2.2.2.1. If changes to scheduled maintenance windows or if additional maintenance times are required, County will give as much lead time as possible.
    - 2.2.2.2. During maintenance windows, access to the application may be restricted by County without specific prior notification.
- 2.3. County may deny access to I.T. Services so that critical unscheduled maintenance (i.e. break-fixes) may be performed. County will make prompt and reasonable efforts to minimize unscheduled application downtime. County will notify the Points of Contact about such interruptions with as much lead time as possible.
- 2.4. **Backup and Disaster Recovery.**
  - 2.4.1. County will perform periodic backups of I.T. Services hosted on County's computer system. Copies of scheduled backups will be placed offsite for disaster recovery purposes.
  - 2.4.2. County will maintain a disaster recovery process that will be used to recover applications during a disaster or failure of County's computer system.
- 2.5. **Auditing.** County may conduct scheduled and unscheduled audits or scans to ensure the integrity of County's data and County's compliance with Federal, State and local laws and industry standards, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) and Payment Card Industry Data Security Standard (PCI DSS.)

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

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

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

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

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

2.9. I.T. service providers require County to pass through to Public Body certain terms and conditions contained in license agreements, service agreements, acceptable use policies and similar terms of service, in order to provide I. T. Services to Public Body. The County will provide Public Body with access to these terms and conditions. County will provide notice when it becomes aware of changes to the terms and conditions of these agreements that are applicable to Public Body.

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

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

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

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

- 3.4. Public Body shall not interfere with or disrupt the I.T. Services provided herein or networks connected with the I.T. Services.
- 3.5. Public Body requires that each Public Body Employee with access to I.T. Services shall:
  - 3.5.1. Utilize an antivirus software package/system on their equipment and keep same updated in a reasonable manner.
  - 3.5.2. Have a unique User ID and password that will be removed upon termination of Public Body Employee's employment or association with Public Body.
  - 3.5.3. Maintain the most reasonably current operating system patches on all equipment accessing the I.T. Services.
- 3.6. If authorized by County, Public Body may extend I.T. Services to other entities which are created by or primarily funded by state or local authority. If County authorizes Public Body to provide access to any I.T. Services to other entities, Public Body shall require those entities to agree to utilize an antivirus software package/system on computers accessing the I.T. Services and to assign users of the I.T. Services a unique User ID and password that will be terminated when a user is no longer associated with the entity. Public Body must require an entity receiving I.T. Services under this Section, to agree in writing to comply with the terms and conditions of this Agreement and to provide County with a copy of this writing.
- 3.7. For each I.T. Service covered by an Exhibit to this Agreement, Public Body shall designate two representatives to act as a primary and secondary Points of Contact with County. The Points of Contact responsibilities shall include:
  - 3.7.1. Direct coordination and interaction with County staff.
  - 3.7.2. Communication with general public supported by Public Body.
  - 3.7.3. Following County's procedures to report an application incident.
  - 3.7.4. If required by County, attend training classes provided by County either online or at County's Information Technology Building in Waterford, Michigan or other suitable location determined by County.
  - 3.7.5. Providing initial support services to Public Body users prior to logging a Service Center incident with County.
  - 3.7.6. Requesting security changes and technical support from the Service Center.
  - 3.7.7. Testing Applications in conjunction with County, at the times and locations mutually agreed upon by County and Public Body.
  - 3.7.8. To report a service incident to the Service Center, one of Public Body's Points of Contact shall provide the following information:
    - 3.7.8.1. Contact Name
    - 3.7.8.2. Telephone Number
    - 3.7.8.3. Email Address
    - 3.7.8.4. Public Body Name
    - 3.7.8.5. Application and, if possible, the specific module with which the incident is associated.

- 3.7.8.6. Exact nature of the problem or function including any error message that appeared on the computer screen.
- 3.7.8.7. Any action the Points of Contact or user has taken to resolve the matter.
- 3.8. Public Body may track the status of the incident by calling the Service Center and providing the Incident Number.
- 3.9. Public Body shall respond to Freedom of Information Act Requests relating to Public Body's data.
- 3.10. I.T. service providers require County to pass through to Public Body certain terms and conditions contained in license agreements, service agreements, acceptable use policies and similar terms of service, in order to provide I. T. Services to Public Body. Public Body agrees to comply with these terms and conditions. Public Body may follow the termination provisions of this Agreement if it determines that it cannot comply with any of the terms and conditions.

4. **DURATION OF INTERLOCAL AGREEMENT.**

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

5. **PAYMENTS.**

- 5.1. I.T. Services shall be provided to Public Body at the rates specified in the Exhibits, if applicable.
- 5.2. **Possible Additional Services and Costs.** If County is legally obligated for any reason, e.g. subpoena, Court Order, or Freedom of Information Request, to search for, identify, produce or testify regarding Public Body's data or information that is electronically stored by County relating to I.T. Services the Public Body receives under this Agreement, then Public Body shall reimburse County for all reasonable costs the County incurs in searching for, identifying, producing or testifying regarding such data or information. County may waive this requirement in its sole discretion.
- 5.3. County shall provide Public Body with a detailed invoice/explanation of County's costs for I.T. Services provided herein and/or a statement describing any amounts owed to County.



Public Body shall pay the full amount shown on any such invoice within sixty (60) calendar days after the date shown on any such invoice. Payment shall be sent along with a copy of the invoice to: Oakland County Treasurer – Cash Acctg, Bldg 12 E, 1200 N. Telegraph Road, Pontiac, MI 48341.

- 5.4. If Public Body, for any reason, fails to pay County any monies when and as due under this Agreement, Public Body agrees that unless expressly prohibited by law, County or the Oakland County Treasurer, at their sole option, shall be entitled to set off from any other Public Body funds that are in County's possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund ("DTRF"), if applicable. Any setoff or retention of funds by County shall be deemed a voluntary assignment of the amount by Public Body to County. Public Body waives any Claims against County or its Officials for any acts related specifically to County's offsetting or retaining of such amounts. This paragraph shall not limit Public Body's legal right to dispute whether the underlying amount retained by County was actually due and owing under this Agreement.
- 5.5. If County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay County any amounts due and owing County under this Agreement, County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to County under this Agreement. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.
- 5.6. Nothing in this Section shall operate to limit County's right to pursue or exercise any other legal rights or remedies under this Agreement or at law against Public Body to secure payment of amounts due County under this Agreement. The remedies in this Section shall be available to County on an ongoing and successive basis if Public Body at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if County pursues any legal action in any court to secure its payment under this Agreement, Public Body agrees to pay all costs and expenses, including attorney fees and court costs, incurred by County in the collection of any amount owed by Public Body.

## 6. ASSURANCES.

- 6.1. Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.
- 6.2. Except as provided for in Section 5.6, in any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.
- 6.3. Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
- 6.4. Public Body shall be solely responsible for all costs, fines and fees associated with any misuse by its Public Body Employees of the I.T. Services provided herein.
- 6.5. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.
- 6.6. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party

have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

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

## **7. USE OF CONFIDENTIAL INFORMATION**

- 7.1. The Parties shall not reproduce, provide, disclose, or give access to Confidential Information to the County or to a Public Body Employee not having a legitimate need to know the Confidential Information, or to any third-party. County and Public Body Employees shall only use the Confidential Information for performance of this Agreement. Notwithstanding the foregoing, the Parties may disclose the Confidential Information if required by law, statute, or other legal process provided that the Party required to disclose the information: (i) provides prompt written notice of the impending disclosure to the other Party, (ii) provides reasonable assistance in opposing or limiting the disclosure, and (iii) makes only such disclosure as is compelled or required. This Agreement imposes no obligation upon the Parties with respect to any Confidential Information which can establish by legally sufficient evidence: (i) was in possession of or was known by prior to its receipt from the other Party, without any obligation to maintain its confidentiality; or (ii) was obtained from a third party having the right to disclose it, without an obligation to keep such information confidential.
- 7.2. Within five (5) business days' receipt of a written request from the other Party, or upon termination of this Agreement, the receiving Party shall return or destroy all of the disclosing Party's Confidential Information.

## **8. DISCLAIMER OR WARRANTIES.**

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

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

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

Agreement or their successors in office. The signatories of this Agreement may meet promptly and confer in an effort to resolve such dispute.

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

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

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

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

12. **SUSPENSION OF SERVICES.** County, through its Director of Information Technology, may immediately suspend I.T. Services for any of the following reasons: (i) requests by law enforcement or other governmental agencies; (ii) engagement by Public Body in fraudulent or illegal activities relating to the I.T. Services provided herein; (iii) breach of the terms and conditions of this Agreement; or (iv) unexpected technical or security issues. The right to suspend I.T. Services is in addition to the right to terminate or cancel this Agreement according to the provisions in Section 11. County shall not incur any penalty, expense or liability if I.T. Services are suspended under this Section.

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

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

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

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

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

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

19. **CAPTIONS.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
20. **FORCE MAJEURE.** Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, other labor difficulties, or any law, order, regulation, direction, action, or request of the United States government or of any other government. Reasonable notice shall be given to the affected Party of any such event.
21. **NOTICES.** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.
- 21.1. If Notice is sent to County, it shall be addressed and sent to: Director, Oakland County Department of Information Technology, 1200 North Telegraph Road, Pontiac, Michigan, 48341, and the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341.
- 21.2. If Notice is sent to Public Body, it shall be addressed to: Jonathan Smith, smithj@villageofclarkston.org, 375 Depot, Clarkston, MI 48346.
- 21.3. Either Party may change the individual to whom Notice is sent and/or the mailing address by notifying the other Party in writing of the change.
22. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.
23. **ENTIRE AGREEMENT.**
- 23.1. This Agreement represents the entire agreement and understanding between the Parties regarding the specific Services described in the attached Exhibits. With regard to those Services, this Agreement supersedes all other oral or written agreements between the Parties.
- 23.2. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, Jonathan Smith hereby acknowledges that he/she has been authorized by a resolution of the City of Clarkston, 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: \_\_\_\_\_  
Jonathan Smith  
City Manager

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

WITNESSED: \_\_\_\_\_

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

AGREEMENT  
ADMINISTRATOR: \_\_\_\_\_  
(IF APPLICABLE)

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

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

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

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

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

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

**EXHIBIT I**  
**I.T. SERVICES AGREEMENT**  
**ONLINE PAYMENTS**

**INTRODUCTION**

The I.T. Service described in this Exhibit (Online Payments) will provide government agencies with the ability to accept credit card and/or electronic check payments online.

**1.0 COUNTY RESPONSIBILITIES**

- 1.1 County will provide an I.T. Service where the general public can make payments for any type of fees or costs, i.e. pay property taxes, licenses, permits or traffic tickets by means of a credit card or electronic check, utilizing the Internet.
- 1.2 If requested by Public Body, County will provide a single public web page that will reside on County server(s) and include basic information with links to the I.T. Service for Online Payments. County will not provide content management. County will provide basic design template customization (header and colors) and minimal content (basic contact information). URLs will have a G2Gcloud.com domain name. County has sole discretion as to what may be placed on this one-page website.
- 1.3 County will provide Public Body with access to a password protected web site where Public Body can issue credits and view daily, weekly, and monthly transaction activity of payments processed through this I.T. Service.
- 1.4 The Enhanced Access Fee charged to the general public shall be an amount established by County Board of Commissioners (MISCELLANEOUS RESOLUTION #07121, County Board of Commissioner Minutes, May 24, 2007, p. 246) or as revised by County Board of Commissioners.

**2.0 PUBLIC BODY RESPONSIBILITIES**

- 2.1 Public Body will be responsible for placing the URL provided by County onto their website for this service.
- 2.2 Public Body will include the URL in printed or electronic communications to the general public regarding this service.
- 2.3 Public Body shall respond to all questions from the general public regarding payments. County shall refer questions regarding the amount of payment due or owing to Public Body.

**3.0 SUPPORT**

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

**4.0 SERVICE ACCESS AND REQUIREMENTS**

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

**EXHIBIT I**  
**I.T. SERVICES AGREEMENT**  
**ONLINE PAYMENTS**

- 4.1.2 Public Body will provide access to this I.T. Service for the general public via the URL provided by County on the web site owned by Public Body.
- 4.1.3 The URL for Public Body to view activity reports and to perform all administrative functions and for the general public to maintain recurring payments will be provided by County.
- 4.2 Service Requirements
  - 4.2.1 The general public shall be required to pay County an Enhanced Access Fee to use this I.T. Service. County will use Enhanced Access Fees to recover costs associated with this I.T. Service.
  - 4.2.2 The person making the payment will authorize two transactions: (1) one transaction for payment of monies owed to Public Body and (2) one transaction for payment of the Enhanced Access Fee. The payment to Public Body will be deposited in Public Body's designated account. The funds for the Enhanced Access Fee will be deposited into an account owned by County.

**5.0 SERVICE COSTS**

There is no cost to Public Body for this I.T. Service.

**6.0 SHARING OF NET ENHANCED ACCESS FEES**

- 6.1 Public Body will receive 50% of Net Enhanced Access Fees collected from Online Payments. For purposes of Sharing Net Enhanced Access Fees, if the Public Body that entered into this Agreement is a Court, any Net Enhanced Access Fees that can be shared will be directed to and deposited with the Court's Funding Unit or Units. Payments will be made quarterly based on the County's fiscal year of October 1 through September 30. Net Enhanced Access Fees is defined as follows:
- 6.2 County will deduct a percentage from Public Body's gross Enhanced Access Fees to cover transactional fees. The percentage will be recalculated every fiscal year due to changes in County's costs incurred. County shall list the percentage of Enhanced Access Fee used to calculate transactional fees on the [www.G2Gcloud.com](http://www.G2Gcloud.com) website.
- 6.3 Definitions.
  - 6.3.1 Gross Enhanced Access Fees Collected – All fees added to transactions processed for your agency paid by end-user
  - 6.3.2 County's Cost for Transactional Fees –Average costs incurred by County to process transactions for all agencies as a percentage of Gross Enhanced Access Fees Collected
  - 6.3.3 Transactional Fees Deducted from Gross Enhanced Access Fees – Result of applying percentage to Gross Enhanced Access Fees Collected

**EXHIBIT I**  
**I.T. SERVICES AGREEMENT**  
**ONLINE PAYMENTS**

- 6.3.4 Net Enhanced Access Fees Remaining – Result of subtracting costs of transactional fees from Gross Enhanced Access Fees Collected
- 6.3.5 50% Shared Back with Public Body- Percentage of Total Net Enhanced Access Fees to be shared with your agency.
- 6.3.6 Fees Shared Back with Public Body – Funds your agency will receive.
- 6.4 Illustration. Below is an example of how the Net Enhanced Access Fees will be shared:
  - \$5,000 Gross Enhanced Access Fees Collected
  - x 39% County's Cost for Transactional Fees
  - \$1950 Transactional Fees Deducted from Gross Enhanced Access Fees
  - \$3050 Net Enhanced Access Fees Remaining
  - x50% 50% Shared Back with Public Body
  - \$1525 Fees Shared Back with Public Body

**7.0 PROVISION AND MAINTENANCE OF DATA**

- 7.1 Public Body must use the same credit card and check processing entities used by County. The names and contact information for these entities shall be provided by County. County shall notify Public Body in advance of any changes to the third-party entities.
- 7.2 Public Body shall provide County with all necessary bank account and routing numbers to give effect to this Agreement.

**8.0 LICENSE USE AND ACCESS**

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



**EXHIBIT II**  
**I.T. SERVICES AGREEMENT**  
**OVER THE COUNTER PAYMENTS**

**INTRODUCTION**

The I.T. Service described in this Exhibit (Over the Counter Payments) will provide government agencies with the ability to take credit card payments at the counter and over the phone.

**1.0 COUNTY RESPONSIBILITIES**

- 1.1 County will provide an I.T. Service where the general public can make Over the Counter Payments for any type of fees or costs; i.e. pay property taxes, licenses, permits or traffic tickets by means of a credit card.
- 1.2 County will provide Public Body with access to a password protected web site where Public Body can issue credits and view daily, weekly, and monthly transaction activity of payments processed through this I.T. Service.
- 1.3 The Enhanced Access Fee charged to the general public shall be an amount established by County Board of Commissioners (MISCELLANEOUS RESOLUTION #07121, County Board of Commissioner Minutes, May 24, 2007, p. 246) or as revised by County Board of Commissioners.

**2.0 PUBLIC BODY RESPONSIBILITIES**

- 2.1 Public Body shall respond to all questions from the general public regarding payments.

**3.0 SUPPORT**

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

**4.0 SERVICE ACCESS AND REQUIREMENTS**

- 4.1 Service Access
  - 4.1.1 Access to the I.T. Service is via a credit card reader provided by County attached to a computer with a connection to an Internet website run by County.
  - 4.1.2 The URL for Public Body to view activity reports and to perform all administrative functions will be provided by County.
  - 4.1.3 Public Body will provide access to this I.T. Service for the general public via computer owned by Public Body on the premise of the Public Body. This computer may be operated by Public Body staff or made available directly to the general public.
- 4.2 Service Requirements
  - 4.2.1 The general public shall be required to pay County a fee to use this I.T. Service. County will use fees to recover costs associated with this I.T. Service.

**EXHIBIT II**  
**I.T. SERVICES AGREEMENT**  
**OVER THE COUNTER PAYMENTS**

4.2.2 The person making the payment will authorize two transactions: (1) one transaction for payment of monies owed to Public Body and (2) one transaction for payment of the fee. The payment to Public Body will be deposited in Public Body's designated account. The fee will be deposited into an account owned by County.

**5.0 SERVICE COSTS**

There is no cost to Public Body for this I.T. Service.

**6.0 SHARING OF NET ENHANCED ACCESS FEES**

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

6.2 County will deduct a percentage from Public Body's gross Enhanced Access Fees to cover transactional fees. The percentage will be recalculated every fiscal year due to changes in County's costs incurred. County shall list the percentage of Enhanced Access Fee used to calculate transactional fees on the [www.G2Gcloud.com](http://www.G2Gcloud.com) website.

6.3 Definitions.

6.3.1 Gross Enhanced Access Fees Collected – All fees added to transactions processed for your agency paid by end-user

6.3.2 County's Cost for Transactional Fees – Average costs incurred by County to process transactions for all agencies as a percentage of Gross Enhanced Access Fees Collected

6.3.3 Transactional Fees Deducted from Gross Enhanced Access Fees – Result of applying percentage to Gross Enhanced Access Fees Collected

6.3.4 Net Enhanced Access Fees Remaining – Result of subtracting costs of transactional fees from Gross Enhanced Access Fees Collected

6.3.5 50% Shared Back with Public Body- Percentage of Total Net Enhanced Access Fees to be shared with your agency.

6.3.6 Fees Shared Back with Public Body – Funds your agency will receive.

**EXHIBIT II**  
**I.T. SERVICES AGREEMENT**  
**OVER THE COUNTER PAYMENTS**

6.4 Illustration. Below is an example of how the Net Enhanced Access Fees will be shared:

\$5,000	Gross Enhanced Access Fees Collected
<u>x 39%</u>	County's Cost for Transactional Fees
- \$1950	Transactional Fees Deducted from Gross Enhanced Access Fees
\$3050	Net Enhanced Access Fees Remaining
<u>x50%</u>	50% Shared Back with Public Body
\$1525	Fees Shared Back with Public Body

**7.0 PROVISION AND MAINTENANCE OF DATA**

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

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

**8.0 LICENSE USE AND ACCESS**

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

**EXHIBIT III**  
**I.T. SERVICES AGREEMENT**  
**PAY CURRENT TAXES**

**INTRODUCTION**

The I.T. Service described in this Exhibit (Pay Current Taxes) will provide government agencies with the ability to take credit card and/or electronic check tax payments online and via telephone with a real time update of the payment information in BS&A.

**1.0 COUNTY RESPONSIBILITIES**

- 1.1 County will provide an I.T. service where the general public can pay government taxes by credit card or electronic check via the Internet.
- 1.2 County will provide a telephone number where the general public can pay for government taxes by means of a credit card or electronic check.
- 1.3 When tax payments are made to Public Body through this I.T. Service, County will post the payment without Public Body entering the data separately.
- 1.4 County shall provide a telephone number for the general public to call with questions regarding the payment procedure. County shall refer all questions regarding the amount of payment due to Public Body.
- 1.5 County will provide Public Body with access to a password protected web site where Public Body can issue credits as required and can view daily, weekly, and monthly transaction activity of payments.
- 1.6 The Enhanced Access Fee charged to the general public shall be an amount established by County Board of Commissioners (MISCELLANEOUS RESOLUTION #07121, County Board of Commissioner Minutes, May 24, 2007, p. 246) or as revised by County Board of Commissioners.

**2.0 PUBLIC BODY RESPONSIBILITIES**

- 2.1 Public Body will be responsible for placing the URL provided by County onto their website for this service.
- 2.2 Public Body shall respond to all questions from the general public regarding payments.

**3.0 SUPPORT**

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

**4.0 SUPPORT SERVICES AND REQUIREMENTS**

- 4.1 Service Access
  - 4.1.1 Access to the I.T. Service will be via an internet browser. The URL to initiate the I.T. Service is: <https://www.PayLocalTaxes.com>
  - 4.1.2 The URL for Public Body to view activity reports and to perform all administrative functions will be provided by County.
- 4.2 Service Requirements

**EXHIBIT III**  
**I.T. SERVICES AGREEMENT**  
**PAY CURRENT TAXES**

- 4.2.1 The general public shall be required to pay County an Enhanced Access Fee to use this I.T. Service. County will use Enhanced Access Fees to recover costs associated with this I.T. Service.
- 4.2.2 The person making the payment will authorize two transactions: (1) one transaction for payment of monies owed to Public Body and (2) one transaction for payment of the Enhanced Access Fee. The payment to Public Body will be deposited in Public Body's designated account. The funds for the Enhanced Access Fee will be deposited into an account owned by County.

**5.0 SERVICE COSTS**

There is no cost to Public Body for this I.T. Service.

**6.0 SHARING OF NET ENHANCED ACCESS FEES**

- 6.1 Public Body will receive 50% of Net Enhanced Access Fees collected from Online Payments. For purposes of Sharing Net Enhanced Access Fees, if the Public Body that entered into this Agreement is a Court, any Net Enhanced Access Fees that can be shared will be directed to and deposited with the Court's Funding Unit or Units. Payments will be made quarterly based on the County's fiscal year of October 1 through September 30. Net Enhanced Access Fees is defined as follows:
- 6.2 County will deduct a percentage from Public Body's gross Enhanced Access Fees to cover transactional fees. The percentage will be recalculated every fiscal year due to changes in County's costs incurred. County shall list the percentage of Enhanced Access Fee used to calculate transactional fees on the [www.G2Gcloud.com](http://www.G2Gcloud.com) website.
- 6.3 Definitions.
  - 6.3.1 Gross Enhanced Access Fees Collected – All fees added to transactions processed for your agency paid by end-user
  - 6.3.2 County's Cost for Transactional Fees –Average costs incurred by County to process transactions for all agencies as a percentage of Gross Enhanced Access Fees Collected
  - 6.3.3 Transactional Fees Deducted from Gross Enhanced Access Fees – Result of applying percentage to Gross Enhanced Access Fees Collected
  - 6.3.4 Net Enhanced Access Fees Remaining – Result of subtracting costs of transactional fees from Gross Enhanced Access Fees Collected
  - 6.3.5 50% Shared Back with Public Body- Percentage of Total Net Enhanced Access Fees to be shared with your agency.
  - 6.3.6 Fees Shared Back with Public Body – Funds your agency will receive

**EXHIBIT III  
I.T. SERVICES AGREEMENT  
PAY CURRENT TAXES**

6.4 Illustration. Below is an example of how the Net Enhanced Access Fees will be shared:

\$5,000	Gross Enhanced Access Fees Collected
<u>x 39%</u>	County's Cost for Transactional Fees
- \$1950	Transactional Fees Deducted from Gross Enhanced Access Fees
\$3050	Net Enhanced Access Fees Remaining
<u>x50%</u>	50% Shared Back with Public Body
\$1525	Fees Shared Back with Public Body

**7.0 PROVISION AND MAINTENANCE OF DATA**

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

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

**8.0 LICENSE USE AND ACCESS**

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

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

**INTRODUCTION**

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

**1.0 DEFINITIONS**

- 1.1 "Geographic Information System Data" or "GIS Data" means any output from the County's computerized database, developed pursuant to MCL 15.441 *et seq.*, for the purpose of making public records immediately available for public inspection or their purchase or copying by digital means.
- 1.2 "Access Oakland Product" means any specially packaged public record, information or product, developed pursuant to MCL 15.441 *et seq.*, for the purpose of making public records immediately available for public inspection or their purchase or copying by digital means, and available via the County's website.
- 1.3 "Consultants, Contractors or Subcontractors" mean entities under contract to Public Body who use Access Oakland Products and/or GIS Data in or for performance of services pursuant to their contract with Public Body.
- 1.4 "Third Party" means a person who requests Access Oakland Products and/or GIS Data from Public Body and is not a Public Body entity or a Consultant, Contractor or Subcontractor performing services for Public Body.

**2.0 COUNTY RESPONSIBILITIES**

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

**3.0 PUBLIC BODY RESPONSIBILITIES**

- 3.1 All of the Access Oakland Products and GIS Data, including but not limited to text, data, photographs, maps, images, graphics, audio and video clips, trademarks, logos and service marks (collectively the "Content") are owned by the County or licensed to the County by parties who own the Content. The Content is protected by copyright, trademark, and other intellectual property law. Public Body will cooperate promptly with any reasonable request by the County in any investigation of possible infringement of any applicable copyright or other proprietary right related to Public Body's use of Access Oakland Products and/or GIS Data.

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

- 3.2 All requests for GIS data and/or Access Oakland Products for the uses specified in Paragraph 2.1 shall be made on behalf of Public Body by a designee of Public Body.
- 3.3 Requests for GIS Data will be submitted to the One Stop Shop, Oakland County, Michigan and requests for Access Oakland Products will be submitted to Access Oakland's Account Services website. Either Party to this agreement may designate another individual to make or receive such requests by providing prior written notice.
- 3.4 Public Body will only use GIS Data and/or Access Oakland Products provided by the County under this Agreement in the performance of Public Body's authorized and permitted duties.
- 3.5 Public Body may provide its Consultants, Contractors, or Subcontractors with access to the GIS Data and/or Access Oakland Products in accordance with all the following conditions:
- 3.5.1 Public Body shall have its Consultants, Contractors, or Subcontractors sign the Contractor Data Sharing Services Agreement, which is attached and incorporated into this Exhibit as Attachment A, and forward it to the County along with Contractor's required insurance documentation. The County will provide the fully executed Contractor Data Sharing Services Agreement to Public Body. Public Body shall forward the fully executed Contractor Data Sharing Services Agreement to the Consultant, Contractor, or Subcontractor. The Contractor Data Sharing Services Agreement must be signed by County and Contractor, prior to the Public Body's Consultants, Contractors, or Subcontractors accessing or using the GIS Data and/or Access Oakland Products;
- 3.5.2 Public Body's Consultants, Contractors, or Subcontractors shall refrain from using the GIS Data and/or Access Oakland Products for any purpose except what is authorized by Public Body in relation to the performance of Public Body's official duties; and,
- 3.5.3 Public Body's Consultants, Contractors, or Subcontractors shall delete, remove, and shall cease using all copies of GIS Data and/or Access Oakland Products, regardless of their form or method of storage, upon the completion or termination of its consulting, contracting or subcontracting relationship with Public Body and/or the completion of its assigned tasks or duties and/or termination of this Exhibit.
- 3.6 County may, and reserves the right to, implement future standards and guidelines as needed for use of the GIS Data and/or Access Oakland Products, including but not limited to, limiting the number of Public Body's or its Consultants, Contractors, or Subcontractors user accounts. In order to access and use the GIS Data and/or Access Oakland Products, Public Body and its Consultants, Contractors, or Subcontractors shall agree to and comply with new or different standards or



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

guidelines that are provided to Public Body. Public Body shall provide any new or different standards or guidelines to its Consultants, Contractors, or Subcontractors.

- 3.7 Public Body shall immediately inform County via the Service Center if any of its employees, Consultants, Contractors, or Subcontractors are no longer employed by the Public Body, no longer require access to the GIS Data and/or Access Oakland Products, or use the GIS Data and/or Access Oakland Products for any purpose except what is authorized by Public Body in relation to the performance of Public Body's official duties.
- 3.8 Public Body shall comply with all of the provisions in MCL 15.443(1)(d). Except as provided in section 3.5 above, Public Body agrees that it shall refrain from providing GIS Data and/or Access Oakland Products to Third Parties, as that term is defined in MCL 15.442(i). Public Body shall refer all requests by Third Parties to purchase or otherwise acquire GIS Data and/or Access Oakland Products to Oakland County.

**4.0 SUPPORT**

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

**5.0 SERVICE AND SUPPORT COSTS**

There is no cost to Public Body for this service.

**6.0 LICENSE USE AND ACCESS**

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

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**CONTRACTOR DATA SHARING SERVICES AGREEMENT**

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

\_\_\_\_\_ (the “Contractor”).  
(Contractor Name and Address)

**RECITALS**

- A. WHEREAS, \_\_\_\_\_ (“Public Body”), utilizes Oakland County, Michigan (“County”) owned GIS Data and/or Access Oakland Products (referred to individually or collectively as “Data Sharing Services”) pursuant to an agreement with the County; and
- B. WHEREAS, Public Body has requested and authorized County to provide Data Sharing Services to Contractor, in order for Contractor to fulfill its contractual obligations to Public Body.
- C. WHEREAS, County is willing to provide Data Sharing Services to Contractor, subject to the following terms and conditions.

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

**AGREEMENT**

- 1. **Definitions:** In addition to the terms and expressions defined elsewhere in this Contractor Agreement, the following words and expressions are defined and interpreted throughout this Contractor Agreement as:
  - 1.1 **Access Oakland Product** means any specially packaged public record, information or product, developed pursuant to MCL 15.441 *et seq.*, for the purpose of making public records immediately available for public inspection or their purchase or copying by digital means, and available via the County's website.
  - 1.2 **Contractor Employee** means any employee; officer; director; member; manager; trustee; volunteer; attorney; licensee; contractor; subcontractor; independent contractor; subsidiary; joint venture; partner or agent of Contractor; and any persons acting by, through, under, or in concert with any of the above, whether acting in their personal, representative, or official capacities. Contractor Employee shall also include any person who was a Contractor Employee at any time during the term of this Contractor Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.

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- 1.3 **Claims** mean any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are imposed on, incurred by, or asserted against the County, or for which the County may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
- 1.4 **County** Oakland County, a Municipal Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.
- 1.5 **Data Sharing Services** means GIS Data and/or Access Oakland Products.
- 1.6 **Geographic Information System Data or GIS Data** means any output from the County's computerized database, developed pursuant to MCL 15.441 *et seq.*, for the purpose of making public records immediately available for public inspection or their purchase or copying by digital means.
2. **Service Provided by County:** County may provide Data Sharing Services to Contractor without cost to Contractor during the duration of this Contractor Agreement, subject to any other terms or conditions in this Contractor Agreement.
3. **Contractor's Obligations:** Contractor agrees that, when accessing or using Data Sharing Services, Contractor shall:
- 3.1 Use the Data Sharing Services solely to fulfill its contractual obligations to the Public Body. Contractor shall refrain from using the Data Sharing Services for any purpose except those authorized by Public Body in relation to the performance of its official duties;
- 3.2 Not copy, reuse, republish or otherwise distribute the Data Sharing Services or any modified or altered versions of it, whether over the Internet or otherwise, and whether or not for payment, without the express written permission of County;
- 3.3 Be bound by and comply with all future standards and guidelines implemented by County regarding the use of Data Sharing Services;
- 3.4 Immediately notify the Public Body if Contractor Employees are no longer employed by the Contractor, if Contractor no longer requires access to the Data Sharing Services, if there is unauthorized disclosure or use of the Data Sharing Services, or if any Contractor Employees violate the terms of this Contractor Agreement or amendments thereto;

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- 3.5 Comply with any terms contained in any license agreements, service agreements, acceptable use policies, and similar terms of service that County must “pass through” to Contractor in order to provide Contractor with the Data Sharing Services. County will provide Contractor with a copy of any license agreements, service agreements, acceptable use policies, and similar terms of service that County must “pass through” to Contractor, if requested by Contractor;
- 3.6 Cease using, delete, and remove any and all Data Sharing Services or copies thereof, regardless of their form or method of storage, upon the earliest of any one of the following events:
- 3.6.1 Completion or termination of Contractor’s consulting, contracting or subcontracting relationship with Public Body;
  - 3.6.2 The completion of Contractor’s assigned tasks or duties for Public Body that involved the Data Sharing Services;
  - 3.6.3 Public Body notifying Contractor that Public Body no longer has an agreement with the County to use or have access to Data Sharing Services; or
  - 3.6.4 Upon termination of this Contractor Agreement for any reason.
4. **Ownership of Data Sharing Services:** The Data Sharing Services, including but not limited to text, data, photographs, maps, images, graphics, audio and video clips, trademarks, logos and service marks (collectively the “Content”) are owned by the County or licensed to the County by parties who own the Content. The Content is protected by copyright, trademark, and other intellectual property law. Contractor will cooperate promptly with any reasonable request by the County in any investigation of possible infringement of any applicable copyright or other proprietary right related to Contractor’s use of Data Sharing Services.
5. **Disclaimer of Warranty and Liability:**
- 5.1 COUNTY PROVIDES THE DATA SHARING SERVICES ON AN “AS IS” AND “AS AVAILABLE” BASIS. COUNTY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF ACCURACY, RELIABILITY, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ANY OTHER WARRANTY, CONDITION, GUARANTEE OR REPRESENTATION, WHETHER ORAL, IN WRITING, OR IN ELECTRONIC FORM, INCLUDING BUT NOT LIMITED TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED THEREIN OR PROVIDED BY THE SERVICE. COUNTY DOES NOT REPRESENT THAT ACCESS TO THE DATA SHARING SERVICES WILL BE UNINTERRUPTED OR THAT THERE WILL BE NO FAILURES, ERRORS OR OMISSIONS, OR LOSS OF TRANSMITTED INFORMATION.

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

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

6. **Maintenance or Modification:** County may, without notice, perform maintenance on, or modify the Data Sharing Services at any time. County may, without notice, restrict or deny Contractor's access to the Data Sharing Services during any maintenance or modification.
7. **Compliance with Laws:** Contractor shall comply with all federal, state, and local statutes, ordinances, regulations, and administrative rules and requirements applicable to its activities performed under this Contractor Agreement.
8. **Auditing:** County may conduct scheduled and unscheduled audits or scans to ensure the integrity of the Data Sharing Services and County's compliance with Federal, State and local laws and industry standards.
9. **Delegation or Assignment:** Contractor shall not delegate or assign any obligation or right under this Contractor Agreement.
10. **Indemnification:** Contractor shall indemnify, defend, and hold the County harmless from all Claims, incurred by or asserted against the County by any person or entity, which are alleged to have been caused directly or indirectly from the acts or omissions of Contractor or Contractor's Employees. The County's right to indemnification is in excess and above any insurance rights/policies required by this Contractor Agreement.
11. **Contractor Provided Insurance:** At all times during this Contractor Agreement, Contractor shall obtain and maintain insurance according to the requirements listed in Appendix A.
12. **Term:** This Contractor Agreement shall be effective when executed by all Parties, and shall remain in effect until the earliest of any one of the following events:
  - 12.1 Contractor completes or terminates its consulting, contracting or subcontracting relationship with Public Body;
  - 12.2 Public Body notifying Contractor that Public Body no longer has an agreement with the County to use or have access to Data Sharing Services;

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

12.4 Otherwise terminated as set forth in this Contractor Agreement.

**13. Termination:**

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

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

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

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

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

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

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

**16. Governing Law/ Consent to Jurisdiction and Venue:** This Contractor Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Any action brought to enforce, interpret, or decide any claim arising under or related to this Contractor Agreement shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the 50th District

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Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

17. **Modifications or Amendments:** Any modifications, amendments, rescissions, waivers, or releases to this Contractor Agreement must be in writing and agreed to by all Parties.
18. **Interpretation of Agreement:** The language of this Contractor Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party.
19. **Waiver:** Waiver of any term or condition under this Contract must be in writing and notice given pursuant to this Contract. No written waiver, in one or more instances, shall be deemed or construed as a continuing waiver of any term or condition of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.
20. **Severability:** If a court of competent jurisdiction finds a term or condition of this Contract to be illegal or invalid, then the term or condition shall be deemed severed from this Contract. All other terms or conditions shall remain in full force and effect. Notwithstanding the above, if Contractor's promise to indemnify or hold the County harmless is found illegal or invalid, Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the County.
21. **Entire Agreement:** This Contractor Agreement represents the entire agreement between the Parties and supersedes any and all other communications, prior, contemporaneous or subsequent.

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

**FOR COUNTY:**

Executed by: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**FOR CONTRACTOR:**

\_\_\_\_\_  
(Signature of Contractor's Authorized Representative)

\_\_\_\_\_  
(Printed name)

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\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Address)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Address continued)



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APPENDIX A

**CONTRACTOR INSURANCE REQUIREMENTS**

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

**Primary Coverages**

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

\$1,000,000 – Each Occurrence Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products & Completed Operations Aggregate Limit

\$2,000,000 – General Aggregate Limit

\$ 100,000 – Damage to Premises Rented to You (formally known as Fire Legal Liability)

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

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

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

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

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**Supplemental Coverages Required:**

1. **Professional Liability/Errors & Omissions Insurance** (Consultants, Technology Vendors, Architects, Engineers, Real Estate Agents, Insurance Agents, Attorneys, etc.) with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate; and
2. **Cyber Liability Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate.

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**General Insurance Conditions**

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

1. All policies of insurance shall be on a primary, non-contributory basis with any other insurance or self-insurance carried by the County;
2. The insurance company(s) issuing the policy(s) shall have no recourse against the County for subrogation (policy endorsed written waiver), premiums, deductibles, or assessments under any form. All policies shall be endorsed to provide a written waiver of subrogation in favor of the County;
3. Any and all deductibles or self-insured retentions shall be assumed by and be at the sole risk of the Contractor;
4. Contractors shall be responsible for their own property insurance for all equipment and personal property used and/or stored on County property;
5. The Commercial General Liability and Commercial Automobile Liability policies along with any required supplemental coverages shall be endorsed to name the County of Oakland and its officers, directors, employees, appointees and commissioners as additional insured where permitted by law and policy form;
6. The Contractor shall require its contractors or sub-contractors, not protected under the Contractor's insurance policies, to procure and maintain insurance with coverages, limits, provisions, and/or clauses equal to those required in this Contract;
7. Certificates of insurance must be provided no less than ten (10) Business Days prior to the County's execution of the Contractor Agreement and must bear evidence of all required terms, conditions and endorsements; and
8. All insurance carriers must be licensed and approved to do business in the State of Michigan and shall have and maintain a minimum A.M. Best's rating of A- unless otherwise approved by the County Risk Management Department.